



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

Tuesday, December 3, 2024 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

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. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|---|---------------------------------|
| 1. | Internal | Consideration and action to approve the November 19, 2024 Regular City Council Meeting Minutes, and City Council Work Session Minutes. | Kristi Passarelli
City Clerk |
| 2. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority between funds, projects, inter-fund cash transfers, and loans in order to close out the Fiscal Year; Resolution #2024-194. | Andrea Davis
Finance |
| 3. | Citywide | Consideration and action to approve an amendment to the Fiscal Year 2025 budget moving budget authority within grant and capital projects to/from contingency or between projects to adjust amounts originally estimated during the FY2024 budget process, as required by grant stipulations and guidelines, or based on anticipated revenues and amending the FY2025 Contract Awarding Authority List; Resolution #2024-197. | Andrea Davis
Finance |
| 4. | Internal | Consideration and action pertaining to approval of an Intergovernmental Agreement with the City of Phoenix for apparatus loaning; Resolution #2024-179 | Brenden Espie
Fire - Medical |
| 5. | District 1 | Consideration and action to approve Desert Oasis Lighting Improvement District No. 1. Resolution #2024-187 due to scrivener errors in the legal description and boundary. | Kristin Tytler
Public Works |

- | | | | |
|----|------------|---|---|
| 6. | District 1 | Consideration and action to approve SU-EllenRanch218 Resolution #2024-188 due to scrivener errors with the legal description and boundary. | Kristin Tytler
Public Works |
| 7. | District 1 | Consideration and action regarding a Final Plat entitled, "Mesic Final Plat (Surprise)" for a site generally located northeast of 168 th Avenue and Dale Lane; Case #FS24-0258. | Leslie Carnie
Community
Development |
| 8. | District 1 | Consideration and action amending Resolution #2024-184 abandoning a 15-foot right-of-way for approximately 2,520 foot section of Citrus Road, between Norwich Drive and Pinnacle Peak Road; Amended Resolution #2024-184. | Lloyd Abrams
Community
Development |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|----|------------|---|---------------------------------|
| 9. | District 4 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 315098, requested by Robin Singh Thind, for 7-Eleven #42300A for Series 10 Liquor License. 7-Eleven #42300A is located at 13130 W Bell Rd, Surprise, AZ 85378. | Kristi Passarelli
City Clerk |
|----|------------|---|---------------------------------|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|------------|--|---------------------------------|
| 10. | District 1 | Consideration and action to approve a Real Estate Purchase Agreement with Deer Valley & 185th Avenue II, LLC, an Arizona Limited Liability Company, for approximately 27 acres of property located near 185th Avenue & Deer Valley Road. | Brenden Espie
Fire - Medical |
| 11. | Citywide | Presentation and discussion from Maricopa Association of Governments (MAG) pertaining to north Surprise transportation infrastructure. | City Manager Office |

H. 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.

- 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: Wednesday, November 27th, 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: December 3, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 3, 2024
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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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: December 3, 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 November 19, 2024 Regular City Council Meeting Minutes, and City Council Work Session Minutes.

Motion:

I move to approve the November 4th, 2024 Regular City Council Meeting Minutes, and City Council Work Session Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 111924 Regular Work Session Minutes DRAFT
 2. 111924 Regular Meeting Minutes DRAFT
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**CITY OF SURPRISE
City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374**

**Tuesday, November 19, 2024 @ 4:30 PM
COUNCIL CHAMBERS**

A. Call To Order

Mayor Hall called the Regular Council Work Session of November 19th, 2024 to order at 4:30 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, and Jack Hastings. Council member Patrick Duffy was excused. Council member Ken Remley was absent.

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. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and Discussion pertaining to a Zoning Text Amendment for Administrative Plat Approvals and Infrastructure Acceptances, Case FS24-1407.

Assistant Director, Tiffany Copp, came to present this item. She gave a background on the item and talked about SB 1103, Preliminary Plat, Final Plat, Infrastructure Acceptance, Current Process, Analysis, Other Jurisdictions, Summary of Options, and Next Steps.

Councilmember Hastings, asked how much time did it take? He talked about the impact of local control. He emphasizes the importance of maintaining transparency and ensuring residents have opportunities to provide input.

Councilmember Cline, asked, how many hours of time and cost saving would be involved? Tiffany said it was anywhere between 4-8 hours, and that there would be 30-60 days saved for the applicant. She talked about the rezoning having already occurred. Councilmember Cline talked about the potential time saved.

Vice-Mayor Haney, talked about making the City more efficient. He asked about what opportunities residents have to give their say? Lloyd said that during the rezoning they have the biggest impact. Vice-Mayor Haney asked if we were increasing our overall efficiency by doing

this? Lloyd said it was correct. He also talked about looking at the process to increase the transparency administratively.

Councilmember Judd, talked about his experience voting for topics that need to be done for administrative purposes. He said he was all for streamlining the process. He asked about the plat process and what keeps them informed with what is happening in the City, he said it would be important for there to be a mechanism in place to keep council educated as to what is happening. He asked about deviation from standards and if it was only in zoning? Lloyd said that was correct. He then asked what the scenario was where a plat was pulled? Lloyd said that case involved right of way. Councilmember Judd said he liked increasing efficiency.

Mayor Hall, said he liked increasing efficiency. He also asked if there would be a way to copy council on approvals. Lloyd said that would be easy enough to do.

2. Presentation and discussion pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code and Land Development Ordinance in conformance with recent legislative updates. Case FS24-1421.

Tiffany Copp, returned to talk about the background for this item, Reporting about HB2210, and Challenges.

Mayor Hall asked if there was a note or a way to display the time that it needs to be revised? Lloyd said it does show that but it doesn't show when permits are accepted under certain conditions to help builders out with the timeline.

Tiffany went on to talk about Adaptive Reuse.

Vice-Mayor Haney asked if they define obsolete? Tiffany said both economically or functionally obsolete? He asked if we could define it? Tiffany said we have the ability to determine the amount.

Tiffany continued talking about HB2297, and Impact Map.

Mayor Hall asked about the map and the affected area don't have buildings. Lloyd said that was correct and that it was mostly classified as rural residential.

Councilmember Cline, talked about her grievances with the state and why they decided to do this. Lloyd talked about the vicinity of the base and applicable restraints.

Councilmember Hastings, asked when it would be applicable? Tiffany said it would be January 1st when the city would need to have their end approved. Lloyd said if it wasn't addressed then it would be applied to the City as a whole.

Tiffany talked about Fowl, and HB2325.

Mayor Hall talked about manure being removed and the potential issues. Tiffany said they don't have the ability to look over fences unless under particular circumstances. Councilmember Judd, asked about the expectations. Tiffany said if they could see or smell it then they could enforce it.

Councilmember Cline asked if there was an anticipation to increase enforcement for these types of violations? She expressed concerns about disposing trash appropriately. Tiffany said there is a trend with a lot of the bills and potential unintended consequences.

Vice-Mayor Haney, asked if there were a lot of complaints about roosters? Tiffany said they were not, but they would investigate rooster complaints. Vice-Mayor Haney said there isn't an effective way to enforce it.

Mayor Hall talked about his concerns about overreaching with enforcement.

Councilmember Judd, said he would prefer any ordinance to focus on enforcing smells. Lloyd said it was the smell but also flies. Councilmember Judd, asked where any of it would actually apply? Lloyd said it was a small percentage that don't have HOA's.

Mayor Hall asked about section 10? Lloyd said that would be another area.

Tiffany went on about ADU's, and HB2720.

Councilmember Cline, talked about where this was coming from but how it could cause other issues. She asked if the ADU would require a kitchen and a bathroom to be independent? Lloyd said it would. She then went on to say that the City couldn't require additional parking, and on street parking. Tiffany said that kitchens may be required but wouldn't be necessary. Mayor Hall talked about in law suites. Councilmember Cline, talked about trying to enforce that.

Councilmember Judd, asked if they could just change the design standards? Lloyd said he didn't think they would be allowed to attribute a parking space for the ADU. Councilmember Judd, talked about planning ahead of time for future ADU's. Lloyd said it was something to look into.

Tiffany also talked about Middle Housing, and HB2721.

Mayor Hall talked about bringing this up to the builders and get their thoughts on these developments. He talked about liability insurance for smaller units.

Tiffany talked about Residential Zoning, SB1162.

Councilmember Cline, asked about the meeting with the home builders and the opportunity where the ground level usage would be something like restaurant and businesses. She asked if this was something that could happen in Surprise. Lloyd said that would fall under mixed use. She then asked about tiny homes and how that would fit in? Lloyd said they could probably be put into a mixed use zone.

Tiffany then detailed the Next Steps for Council.

H. Other Business and Future Agenda Items

I. City Council Reports

J. Executive Session

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

K. Adjournment

Motion: To Adjourn
Initiated By: Chris Judd

Seconded By: Jack Hastings

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

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 5:45 PM.

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, November 19, 2024.**

Kristi Passarelli, City Clerk



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

Tuesday, November 19, 2024 @ 6:00 PM
COUNCIL CHAMBERS
Amended on 11/15/24*

A. Call To Order

Mayor Hall called the Regular Council Meeting of November 19th, 2024 to order at 6:01 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

John Rysdyk, came to offer a prayer.

B. Roll Call

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

C. Pledge of Allegiance

Rancho Gabriela Student Council group led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

2. City Manager sub-text

3. Reports

City Manager, Bob Wigenroth, asked Julie Akerly to give the HeART and Culture of Surprise Award. Margret Lieu presented the inaugural award to Mayor Skip Hall.

Bob invited Cheif Pina up to recognize the Citizen's Patrol winning an award from the International Association of Chiefs of Police Conference.

Bob also thanked City Staff for their efforts on the recent election.

Bob presented Shelby Fenwick. Shelby came to introduce the Rancho Gabriela Student Council group. She also introduced the Youth Council Members.

Annalesia Dixon, Shadow Ridge Highschool

Emma Tran, Arizona Charter Academy

F. City Clerk Report

4. Reports

1. Consideration and action to appoint Danielle Quinn to the Public Safety Retirement (PSPRS) Board - Police and Fire for term expiring June 30, 2028.

Councilmember Cline, talked about the selection process.

Motion: To Approve

Initiated By: Aly Cline
Seconded By: Skip Hall

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

Vote Result: Passed

G. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

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

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

Vote Result: Passed

2. *Consideration and action to approve the November 4, 2024 Executive Session Minutes, Regular City Council Meeting Minutes, and City Council Work Session Minutes.
3. Consideration and action pertaining to approval of the Final Plat entitled, “North Copper Canyon – Parcel A” and dated received September 27, 2024, a property located at the northeast corner of Pinnacle Peak Road and Citrus Road; Case FS24-0687.
4. Consideration and action declaring the intent to enlarge and ordering the enlargement of an existing lighting improvement district known as City of Surprise, Arizona, CITY OF SURPRISE PHASE 1 LIGHTING IMPROVEMENT DISTRICT pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-172.
5. Consideration and action pertaining to approval of a grant agreement with Read On Arizona, accepting funding for the School Readiness and Early Literacy Community Grant, and approval of a Fiscal Year 2025 budget amendment moving budget authority in the amount of \$7,800; Resolution #2024-190.
6. Consideration and action pertaining to acceptance of endowment funding from the Maricopa County Community College District Foundation and approval of a Fiscal Year 2025 budget amendment moving budget authority in the amount of \$20,800 for supportive grants for military service members, veterans, and their families; Resolution #2024-186.
6. REGULAR AGENDA ITEM - PUBLIC HEARING:
7. Presentation and discussion regarding the Wong & Morgan Annexation, Case FS24-0505. In accordance with Arizona Revised Statutes 9-471(A)(3), a public hearing is required to be held after filing a blank petition within the last ten days of the thirty-day waiting period.

Senior Planner, Trevor Fleetham, came to present this item. He talked about the Vicinity Map,

Existing Boundary, Proposed Boundary, and the Annexation Steps.

Alex Christ, a Surprise Resident, asked what was the percentage of signatures required for the general area versus the entire city? Trevor said this request requires two properties and needs two signatures, and that it would normally require 50% plus 1. Lloyd said the petition is only for the property owners.

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

8. Consideration and action pertaining to the Neighborhood Grant Program Awards for Fiscal Year 2025 as recommended by the Sub-committee on Community Outreach, Partnerships and Grants.

Intergovernmental Director, Jodi Tas, came to present this item. She talked about the Program Purpose & Oversight, Program Guidelines, Application Process, Process Timeline, Application Description, and Program Guidelines.

Vice-Mayor Haney thanked staff, he talked about his experience on the committee, and the community involvement.

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

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

Vote Result: Passed

H. Call To The Public

Alex Christ, a Surprise Resident, came to talk about the elections.

I. Other Business and Future Agenda Items

Councilmember Hastings, talked about the code and PSPRS membership, he wanted legal clarification about the selection process. Mayor Hall talked about the process, and the given legal advice. Vice-Mayor Haney seconded it as a future work session item.

Vice-Mayor Haney asked about a MAG update, Mayor Hall said there was something coming.

J. City Council Reports

Councilmember Cline, talked about other positions open that will be reviewed by the Boards and Commission Nomination process. She talked about her last community meeting in the Grand. She talked about future holiday events.

Vice-Mayor Haney, thanked staff for their elections efforts. He also thanked staff for their efforts on the veteran's day parade. He also talked about touring the northwest area of the city with the Mayor Elect.

Councilmember Judd, talked about an update for the Vista. He said he had a meet and greet at the Tap House.

Councilmember Hastings, talked about state elections. He also thanked staff for their help with a recent interview.

Mayor Hall, thanked staff for their efforts on the Veteran's Day parade. He also talked about the

Surprise Party coming up. He thanked staff.

Councilmember Remley, said he had no meet and greets 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: Nick Haney

Seconded By: Jack Hastings

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

No: None

Abstain: None

Vote Result: Passed

Meeting adjourned at 6:50 PM

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, November 19, 2024.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 3, 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 an amendment to the Fiscal Year 2024 budget by moving budget authority between funds, projects, inter-fund cash transfers, and loans in order to close out the Fiscal Year; Resolution #2024-194.

Motion:

I move to approve Resolution #2024-194.

Background:

As part of closing fiscal year 2024 and in preparation for the annual audit, adjustments occur which may cause expenditures to exceed budget. Expenditure budgets and actuals are reviewed during close out to ensure that the City is in compliance with budget amendment policies. Specifically, fund, capital improvement plan (CIP) projects, grants, and departments within each fund cannot have actual expenditures exceeding budget amounts. When this does occur, approval of the Mayor and Council is necessary to increase the budgeted amounts. Inter-fund cash transfers and loans are also presented to Council at year end as required by financial policies. They do not represent an outflow of funds from the City, but rather a reallocation of funds within the City. As such, they are not subject to state expenditure limitation rules and are not part of the adopted expenditure limit budget. Cash transfers are used to fund vehicle replacement, general capital, account for indirect costs, franchise fees, and in-lieu property tax payments for City provided utilities, debt service payments to the debt fund and close out inactive funds. Inter-fund loans are used to account for instances where one fund loans money to another.

Objective Analysis:

City Council adopted the annual budget by department in each fund and by project in capital funds per the Comprehensive Financial Management Policies effective July 1, 2024. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the City Council for approval. This action accomplishes that aim and ensures that each of those categories do not have actual expenditures that exceed the budget. Inter-fund cash transfers and loans are not subject to the City's Budget Amendment Policies and Procedures, but rather are approved by the City Council based on the requirements of the Comprehensive Financial Management Policies. This approval does not change the amount of the FY2024 adopted budget.

Policy Compliant:

This action is compliant with the Budget Amendment Policies and the Comprehensive Financial Management Policies.

Financial Impact:

This action has no direct financial impact; the approval of the change in revenues and expenditures is one-time and necessary to complete the FY2024 Annual Comprehensive Financial Report (ACFR) and related audit.

Budget Impact:

This action reallocates spending authority in multiple funds without increasing or decreasing the total budget for FY2024.

FTE Impact:

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

ATTACHMENTS:

1. 24.11.21 ^COUNCIL RES_Resolution_FY2024_EOY_Submitted_BAC
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RESOLUTION # 2024-194

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY REALLOCATING BUDGET AUTHORITY BETWEEN PROJECTS AND FUNDS TO CLOSE OUT THE FISCAL YEAR, AND AUTHORIZING INTER-FUND CASH TRANSFERS AND LOANS.

WHEREAS, in the course of preparing the FY2024 Annual Comprehensive Financial Report (“ACFR”), various budgetary adjustments were necessary to ensure compliance with State law. These required adjustments will allow the City to close out the FY2024 fiscal year’s budgetary accounts and proceed with the annual independent audit. The total appropriations adopted by the FY2024 Adopted Budget will not be impacted by these adjustments;

WHEREAS, FY2024 inter-fund cash transfers and loans are necessary to comply with adopted City ordinances, resolutions, policies, and Generally Accepted Accounting Principles (GAAP);

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

WHEREAS, this action will necessitate an amendment to specific budget categories;

WHEREAS, these amendments will allow the City to have current and updated budgetary amounts; and

WHEREAS, the City of Surprise Comprehensive Financial Management Policies require the approval of the Mayor and Council for budget amendments of this nature.

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

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

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, approving inter-fund cash transfers and loans for the City of Surprise, Arizona, for the fiscal year July 1, 2023, through June 30, 2024.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-194

Exhibit A

The FY2024 Annual Budget is amended by moving budget authority to ensure the continued operations of the City of Surprise and the payment of necessary expenditures. These allocations represent a transfer of spending authority and do not increase or decrease the total adopted citywide expenditure budget.

1. Appropriation – Donations

The Fund had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Donations	Sports and Tourism	Services	E	-	6,000	6,000
Donations	Human Svcs and Comm Vitality	Services	E	70,200	(6,000)	64,200
Expense Total				70,200	-	70,200

2. Appropriation – Ground Ambulance Service

The Fund had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Ground Ambulance Service	General Operations	Services	E	19,100	100	19,200
Ground Ambulance Service	Fire - Medical	Personnel Services	E	5,431,500	(100)	5,431,400
Expense Total				5,450,600	-	5,450,600

3. Appropriation – Proposition 400

This budget amendment will align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Proposition 400	Public Works	Supplies	E	-	500	500
Contingency	General Operations	Contingency	E	55,990,200	(500)	55,989,700
Expense Total				55,990,200	-	55,990,200

4. Appropriation – Transportation Improvement

The Fund had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Transportation Improvement	General Operations	Services	E	134,900	100	135,000
Transportation Improvement	Transportation	Services	E	2,845,400	(100)	2,845,300
Expense Total				2,980,300	-	2,980,300

5. Appropriation – Sewer Loan 2023

This budget amendment will align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Loan 2023	General Operations	Capital	E	-	476,600	476,600
Contingency	General Operations	Contingency	E	55,989,700	(476,600)	55,513,100
Expense Total				55,989,700	-	55,989,700

6. Appropriation – Employee Healthcare Fund

This budget amendment will align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Employee Healthcare - Int Svc	Human Resources	Personnel Services	E	128,100	10,800	138,900
Employee Healthcare - Int Svc	Human Resources	Services	E	19,616,400	120,700	19,737,100
Contingency	General Operations	Contingency	E	55,513,100	(131,500)	55,381,600
Expense Total				75,257,600	-	75,257,600

7. Project Ledger Appropriation – A61080 Asset Repl_Traffic Engr Signals

The project requires a budget amendment to align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Highway User Revenue Capital	Public Works	#A61080 Asset Repl_Traffic Engr Signals - Capital	E	-	11,000	11,000
Contingency	General Operations	Contingency	E	55,381,600	(11,000)	55,370,600
Expense Total				55,381,600	-	55,381,600

8. Project Ledger Appropriation – G31325 FFY23 GOHS Ped & Bike Safety

The project requires a budget amendment to align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31325 FFY23 GOHS Ped & Bike Safety - Personnel	E	8,300	100	8,400
Contingency	General Operations	Contingency	E	55,370,600	(100)	55,370,500
Expense Total				55,378,900	-	55,378,900

9. Project Ledger Appropriation – N18020 Impact Fee Study

The project requires a budget amendment to align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Wtr Sys SPA 4 Dev Fee	General Operations	#N18020 Impact Fee Study - Services	E	-	4,400	4,400
Sewer SPA 3 Dev Fee	General Operations	#N18020 Impact Fee Study - Services	E	-	4,400	4,400
Sewer SPA 3 Dev Fee	General Operations	Services	E	42,000	(4,400)	37,600
Sewer SPA 4 Dev Fee	General Operations	#N18020 Impact Fee Study - Services	E	-	4,400	4,400
Sewer SPA 4 Dev Fee	General Operations	Services	E	1,000	(1,000)	-
Sewer SPA 5 Dev Fee	General Operations	#N18020 Impact Fee Study - Services	E	-	4,400	4,400
Contingency	General Operations	Contingency	E	55,370,500	(12,200)	55,358,300
Expense Total				55,413,500	-	55,413,500

10. Project Ledger Appropriation – P71320 South Plant Ops Bldg Remodel

The project requires a budget amendment to align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Utility Capital	Water Resource Management	#P71320 South Plant Ops Bldg Remodel - Capital	E	14,700	15,800	30,500
Water Utility Capital	General Operations	Contingency	E	796,100	(15,800)	780,300
Sewer Utility Capital	Water Resource Management	#P71320 South Plant Ops Bldg Remodel - Capital	E	44,000	12,400	56,400
Sewer Utility Capital	General Operations	Contingency	E	286,100	(12,400)	273,700
Expense Total				1,140,900	-	1,140,900

11. Project Ledger Appropriation – G31042 FFY21 Bulletproof Vest Grant

The Fund had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Police	#G31042 FFY21 Bulletproof Vest Grant - Supplies	E	-	1,300	1,300
General Fund	Police	Supplies	E	2,158,200	(1,300)	2,156,900
Expense Total				2,158,200	-	2,158,200

12. Project Ledger Appropriation – G31130 FY23 ATA Law Enforcement Grant

The project requires a budget amendment to align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31130 FY23 ATA Law Enforcement Grant - Services	E	2,500	600	3,100
Contingency	General Operations	Contingency	E	55,358,300	(600)	55,357,700
Grants/Contingency	General Operations	#G31130 FY23 ATA Law Enforcement Grant - Other	R	-	600	600
Contingency	General Operations	Other	R	73,253,100	(600)	73,252,500
Expense Total				55,360,800	-	55,360,800
Revenue Total				73,253,100	-	73,253,100

13. Project Ledger Appropriation – G71030 FY24 WIFA Water Conservation Grant

The Fund had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Operations	Water Resource Management	#G71030 FY24 WIFA Water Conservation Grant - Personnel	E	-	3,200	3,200
Water Operations	Water Resource Management	Personnel Services	E	3,433,000	(3,200)	3,429,800
Water Operations	Water Resource Management	#G71030 FY24 WIFA Water Conservation Grant - Supplies	E	-	1,100	1,100
Water Operations	Water Resource Management	Supplies	E	583,200	(1,100)	582,100
Expense Total				4,016,200	-	4,016,200

14. Project Ledger Appropriation – P71390 Rancho Mercado Well No. 2

The project requires a budget amendment to align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Wtr Sys SPA 2 Dev Fee	Water Resource Management	#P71390 Rancho Mercado Well No. 2 - Other	R	-	448,100	448,100
Contingency	General Operations	Other	R	73,252,500	(448,100)	72,804,400
Expense Total				73,252,500	-	73,252,500

15. Project Ledger Appropriation – P71610 SPA 2 WRF Expansion - 4 MGD

The project requires a budget amendment to align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer SPA 2 Dev Fee	Water Resource Management	#P71610 SPA 2 WRF Expansion - 4 MGD - Other	R	-	2,669,700	2,669,700
Contingency	General Operations	Other	R	72,804,400	(2,669,700)	70,134,700
Expense Total				72,804,400	-	72,804,400

16. Project Ledger Appropriation – P71680 Desert Oasis Water Facility Phase 3

The project requires a budget amendment to align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Wtr Sys SPA 2 Dev Fee	Water Resource Management	#P71680 Desert Oasis Water Facility Phase 3 - Other	R	-	1,259,800	1,259,800
Contingency	General Operations	Other	R	70,134,700	(1,259,800)	68,874,900
Expense Total				70,134,700	-	70,134,700

17. Project Ledger Appropriation – P71550 Rancho Mercado WSF Ph II

The project requires a budget amendment to align the FY2024 expense budget with FY2024 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Utility Capital	Water Resource Management	#P71550 Rancho Mercado WSF Ph II - Other	R	-	272,000	272,000
Contingency	General Operations	Other	R	68,874,900	(272,000)	68,602,900
Expense Total				68,874,900	-	68,874,900

18. Appropriation – Street Light Improvement Districts (SLIDS)

Fourteen SLIDS require a budget amendment to align the expense budget with FY2024 actual expenditures. Increases were due to expansion of SLIDs, newly illuminated SLID's, or higher costs than anticipated. As property valuations are assessed, property taxes will be collected to recover expenses for each SLID.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
SLID-DW Sun City Grand	General Operations	Services	E	324,400	14,900	339,300
SLID-Sun City Grand 3	General Operations	Services	E	37,800	500	38,300
SLID-Desert Oasis L13B	General Operations	Services	E	4,900	4,100	9,000
Austin Ranch W Pcl 6 #143	General Operations	Services	E	4,000	8,100	12,100
Dysart Mini Storage #145	General Operations	Services	E	700	700	1,400
SLID-Rancho Mercado N. #181	General Operations	Services	E	34,700	400	35,100
SLID-Austin Rnch W. Pcl 5 #144	General Operations	Services	E	7,000	100	7,100
SLID-Zanjero Trails PCL11 #167	General Operations	Services	E	11,500	300	11,800
SLID-Austin Ranch East	General Operations	Services	E	25,200	3,000	28,200
SLID-Rancho Mercado South 182	General Operations	Services	E	9,300	4,800	14,100
SLID-Heritage Farm	General Operations	Services	E	2,400	100	2,500
SLID-Rio Rancho Estates 179	General Operations	Services	E	-	9,300	9,300
SLID-175th and Cactus 186	General Operations	Services	E	-	6,200	6,200
SLID-Sunrise Ranch 191	General Operations	Services	E	-	10,100	10,100
Contingency	General Operations	Contingency	E	55,357,700	(62,600)	55,295,100
Expense Total				55,819,600	-	55,819,600

19. Contingency Summary – Increases and decreases in contingency are referenced in multiple tables above. The total adjustments for FY2024 are as follows:

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	55,990,200	(695,100)	55,295,100
Contingency	General Operations	Other	R	73,253,100	(4,650,200)	68,602,900

RESOLUTION # 2024-194**Exhibit B****City of Surprise, Arizona****Schedule of Budget Changes of Inter-Fund Transfers and Loans
Fiscal Year 2024**

Transfers from General Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	843,900	843,627
Stadium Debt 2015 Fund	Debt Service Payment	657,100	625,236
Public Safety Pension Fund	Funding For Public Safety Personnel Retirement System	2,000,000	9,206,181
Net Premium Seating Fund	Covers \$150,000 annual capital stadium improvements less previous year's net premium seating revenue	124,700	123,840
Sports and Tourism Fund	Funding for lost spring training revenue	4,073,300	3,281,067
General Capital Projects Fund	Funding for Capital Projects	24,161,200	24,161,200
Asset Replacement Funds	Funding for Asset Replacements	14,262,900	19,729,906
Neighborhood Revitalization	Prior Year Correction	-	389,274
Total Transfers from General Fund		46,123,100	58,360,331

Transfers from Ground Ambulance Fund to:	Description	Revised Budget	Actual Amount
Ground Ambulance Capital Fund	Funding for Capital Projects	108,700	207,100
Total Transfers from Ground Ambulance Fund		108,700	207,100

Transfers from Spring Training Ticket Surcharge Fund to:	Description	Revised Budget	Actual Amount
General Fund	Ticket Surcharge over \$600K	-	24,386
Total Transfers from Spring Training Ticket Surcharge Fund		-	24,386

Transfers from Tourism Fund to:	Description	Revised Budget	Actual Amount
Stadium Debt 2015 Fund	Debt Service Payment	928,900	955,849
Total Transfers from Tourism Fund		928,900	955,849

Transfers from Transportation Improvement Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts Fund	Funding for Art Projects	397,400	397,400
Total Transfers from Transportation Improvement Fund		397,400	397,400

Transfers from Highway User Revenue Capital Fund to:	Description	Revised Budget	Actual Amount
Highway User Revenue Fund	Consolidation of Operating and Capital Funds	4,644,200	4,723,200
Total Transfers from Highway User Revenue Capital Fund		4,644,200	4,723,200

Transfers from Fire/EMS Dev Fee 2020 Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	67,000	66,812
Total Transfers from Fire/EMS Dev Fee 2020 Fund		67,000	66,812

Transfers from Gen Govt Dev Fee Grandfathered Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	366,900	366,668
Total Transfers from Gen Govt Dev Fee Grandfathered Fund		366,900	366,668

Transfers from Park/Rec Dev Fee Grandfathered Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	-	426,523
Parks 2020 DIF	Debt Service Payment	-	933,906
Total Transfers from Park/Rec Dev Fee Grandfathered Fund		-	1,360,429

Transfers from Park/Rec Dev Fee 2020 Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	437,100	10,403
Total Transfers from Park/Rec Dev Fee 2020 Fund		437,100	10,403

Transfers from Police Dev Fee Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	135,400	135,213
Total Transfers from Police Dev Fee Fund		135,400	135,213

Transfers from General Capital Projects Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts Fund	Funding for Art Projects	870,500	870,500
Asset Replacement Funds	Fund for Asset Replacements	3,277,700	3,277,700
Total Transfers from General Capital Projects Fund		4,148,200	4,148,200

Transfers from Water Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	3,134,900	3,158,114
Water Utility Capital Fund	Funding for Capital Projects	22,726,800	23,776,800
Total Transfers from Water Operations Fund		25,861,700	26,934,914

Transfers from Sewer Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	2,685,000	2,679,723
Sewer Capital	Funding for Capital Projects	10,817,800	11,629,900
Water Capital	Transfer of Effluent Credits		1,341,376
Total Transfers from Sewer Operations Fund		13,502,800	15,650,999

Transfers from Solid Waste Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	2,239,900	2,241,765
Solid Waste Capital Fund	Funding for Capital Projects	2,752,900	3,478,600
Total Transfers from Solid Waste Operations Fund		4,992,800	5,720,365

Transfers from Stormwater Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation & PILOT	248,900	248,351
Stormwater Capital Fund	Funding for Capital Projects	5,067,600	4,563,676
Total Transfers from Stormwater Operations Fund		5,316,500	4,812,027

Transfers from Water System SPA 1 Development Fee 2014 Law Fund to:	Description	Revised Budget	Actual Amount
Water System SPA 1 Development Fee Fund	Fund Consolidation	-	1,251,111
Total Transfers from Water System SPA 1 Development Fee 2014 Law Fund		-	1,251,111

Transfers from Water Resource SPA 2 Development Fee Fund to:	Description	Revised Budget	Actual Amount
Water Resource SPA 2 Development Fee 2014 Fund	Fund Consolidation	-	446,730
Total Transfers from Water Resource SPA 2 Development Fee Fund		-	446,730

Transfers from Sewer SPA 1 Development Fee Fund to:	Description	Revised Budget	Actual Amount
Sewer SPA 1 Development Fee 2014 Law Fund	Fund Consolidation	212,700	212,700
Total Transfers from Sewer SPA 1 Development Fee Fund		212,700	212,700

Transfers from Sewer SPA 2 Development Fee Fund to:		Revised Budget	Actual Amount
Description			
Sewer SPA 2 Development Fee 2014 Law Fund	Fund Consolidation	-	366,320
Total Transfers from Sewer SPA 2 Development Fee Fund		-	366,320

Transfers from Water System SPA 2 Development Fee Fund to:		Revised Budget	Actual Amount
Description			
Water System SPA 2 Development Fee 2014 Law Fund	Fund Consolidation	-	39
Total Transfers from Water System SPA 2 Development Fee Fund		-	39

Transfers from Water Resources Development Fee Fund to:		Revised Budget	Actual Amount
Description			
Water Resources SPA 1 Development Fee Fund	Fund Consolidation	-	679,666
Total Transfers from Water Resources Development Fee Fund		-	679,666

Transfers from Sewer SPA 1 Development Fee Fund to:		Revised Budget	Actual Amount
Description			
Refund Sewer Debt Service 2015 Fund	Debt Service Payment	803,100	802,003
Sr Util. Refund Obligation Ser 2018 Fund	Debt Service Payment	2,151,100	2,149,250
Total Transfers from Sewer SPA 1 Development Fee Fund		2,954,200	2,951,253

Total Transfers for FY2024 110,197,600 129,782,114



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 3, 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 to approve an amendment to the Fiscal Year 2025 budget moving budget authority within grant and capital projects to/from contingency or between projects to adjust amounts originally estimated during the FY2024 budget process, as required by grant stipulations and guidelines, or based on anticipated revenues and amending the FY2025 Contract Awarding Authority List; Resolution #2024-197.

Motion:

I move to approve Resolution #2024-197.

Background:

As part of preparing the FY2025 budget, FY2024 estimates as of a specific point in time are used to determine carryforward amounts in the capital and grant project accounts. Following the close of fiscal year 2024, final project expenses for FY2024 are determined and the actual carryforward amount to FY2025 may need to be adjusted (most projects will reflect a decrease, however, there are a few projects that require an increase) with a budget amendment(s). The result of the budget amendment(s) are capital and grant projects that reflect the actual amount available to spend within the projects.

Objective Analysis:

Surprise City Council adopts the annual budget by department in each fund and by project in capital funds per the Comprehensive Financial Management Policies effective July 1, 2024. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the City Council for approval. This approval does not change the amount of the FY2025 adopted budget, it right-sizes the project budget authority based on actual amounts spent versus estimates and anticipated revenues. As a result of the budget amendment adjustments, the FY2025 Contract Awarding Authority List is being adjusted in accordance with the amendment.

Policy Compliant:

This action is compliant with the City's Comprehensive Financial Management Policy and Budget Amendment Policy.

Financial Impact:

This action has no direct financial impact, the approval of the change in revenues and expenditures is necessary in order to reflect the actual amount available to spend within the projects.

Budget Impact:

This action reallocates spending authority in multiple funds without increasing or decreasing the total budget for FY2025.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2024-197 CF Adjustment
-

RESOLUTION # 2024-197

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY BETWEEN VARIOUS PROJECTS AND FUNDS FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY AND AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, in preparing the FY2025 budget, there were specific budgeted items in various funds and departments with amounts dependent on FY2024 expenditure estimates;

WHEREAS, FY2024 expenditure activity has been completed with actual amounts varying from the estimates used when preparing the FY2025 budget;

WHEREAS, movement of authority within, from, and to projects is necessary for tracking purposes;

WHEREAS, this amendment will allow the City to have current and updated budgetary amounts and help departments manage their project and line item expenditures;

WHEREAS, the FY2025 budget, including the FY2025 Contract Awarding Authority List, was adopted by Council Resolution #2024-94 on June 4, 2024;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, the City of Surprise Budget Amendment Policies and Procedures require the approval of the Mayor and Council for budget amendments of this nature; and

WHEREAS, the City of Surprise Procurement Code § 2-338(d) requires the authority of the Mayor and Council when the cost to the City is greater than \$50,000.

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

Section 1. That the statements and schedules attached as *Exhibits A* and *B* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona, for the fiscal year July 1, 2024, through June 30, 2025.

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 # 2024-197**Exhibit A**

The FY2025 Annual Budget is amended by moving budget authority among projects and funds to ensure the continued operations of the City of Surprise and the payment of necessary expenditures. These allocations represent a transfer of spending authority and do not increase or decrease the total adopted citywide expenditure budget.

1. Capital Project Carry Forward – To adjust budget authority for items previously approved by Council which require adjustment from what was originally estimated during the FY2025 budget process due to expenditure activity in the prior Fiscal Year.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Communications Asset Repl	Marketing and Communications	#A10010 Asset Repl_Communications	E	330,800	(31,700)	299,100
IT Asset Replacement	Information Technology	#A17010 Asset Repl_Information Technology	E	3,974,300	(134,200)	3,840,100
General Capital Projects Fund	Police	#A31020 Asset Repl_Police Department	E	524,200	(30,200)	494,000
General Capital Projects Fund	Police	#A31030 Asset Repl_Police Radios	E	787,500	(328,600)	458,900
General Capital Projects Fund	Fire - Medical	#A34130 Asset Repl_Ladder Truck CS4027	E	21,700	(1,300)	20,400
Vehicle Replacement	Fire - Medical	#A34140 Asset Repl_Fire-Medical Vehicles	E	4,918,300	(2,000)	4,916,300
Parks & Recreation Asset Repl	Parks and Recreation	#A54010 Asset Repl_Parks & Recreation	E	3,691,300	(862,100)	2,829,200
Sports and Tourism Asset Repl	Sports and Tourism	#A59020 Asset Repl_Sports and Tourism	E	4,997,700	(715,000)	4,282,700
Facilities Asset Replacement	Public Works	#A61030 Asset Repl_Facilities	E	9,381,900	(1,581,100)	7,800,800
Vehicle Replacement	Public Works	#A61070 Asset Repl_Vehicle and Equipment	E	7,506,800	(672,500)	6,834,300
Sewer Utility Capital	Public Works	#A61070 Asset Repl_Vehicle and Equipment	E	1,986,100	(612,000)	1,374,100
Highway User Revenue	Transportation	#A65010 Asset Repl_Pavement Preservation	E	14,241,400	(3,051,000)	11,190,400
General Capital Projects Fund	Transportation	#A65020 Asset Repl_Traffic Engr Signals	E	1,051,100	(335,300)	715,800
Water Utility Capital	Water Resource Management	#A71010 Asset Repl_Water	E	2,820,100	(1,126,100)	1,694,000

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Utility Capital	Water Resource Management	#A71020 Asset Repl_Wastewater	E	4,291,300	(886,800)	3,404,500
General Capital Projects Fund	Water Resource Management	#A71381 Asset Repl_Backflow Asset Mgmt	E	143,200	(3,700)	139,500
Sewer Utility Capital	Water Resource Management	#A71381 Asset Repl_Backflow Asset Mgmt	E	52,100	(1,900)	50,200
Water Utility Capital	Water Resource Management	#A71382 Asset Repl_SCADA Asset Management	E	686,500	(199,200)	487,300
Sewer Utility Capital	Water Resource Management	#A71382 Asset Repl_SCADA Asset Management	E	371,500	(59,700)	311,800
Grants	Human Svcs and Comm Vitality	#G51730A Multi-Gen Community Resource Center	R	15,936,800	(421,400)	15,515,400
Grants	Human Svcs and Comm Vitality	#G51730A Multi-Gen Community Resource Center	E	15,936,800	(1,526,300)	14,410,500
Grants	Human Svcs and Comm Vitality	#G51730B Multi-Gen Community Resource Center	R	5,046,000	364,100	5,410,100
Grants	Human Svcs and Comm Vitality	#G51730B Multi-Gen Community Resource Center	E	5,046,000	364,100	5,410,100
General Capital Projects Fund	Human Svcs and Comm Vitality	#G51730B Multi-Gen Community Resource Center	E	3,351,600	(4,300)	3,347,300
Sewer Operations	Finance	#N15010 UB Customer Information System	E	751,000	(94,600)	656,400
Water Operations	Finance	#N15010 UB Customer Information System	E	623,600	(78,300)	545,300
Solid Waste Operations	Finance	#N15010 UB Customer Information System	E	315,500	(39,700)	275,800
Stormwater Operations	Finance	#N15010 UB Customer Information System	E	74,500	(9,400)	65,100
General Capital Projects Fund	Information Technology	#N17010 Software Needs Assessment	E	61,700	(32,000)	29,700
General Fund	Economic Development	#N41020 City Center Civic Maintenance	E	388,900	(189,100)	199,800
General Fund	Community Development	#N42020 General Plan Update	E	242,100	(27,300)	214,800
General Fund	Human Svcs and Comm Vitality	#N51010 Workforce Development Services	E	153,700	(17,500)	136,200
General Fund	Arts, Culture & Library	#N53010 Library Startup	E	64,200	(17,300)	46,900

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Parks and Recreation	#N54310 Recreation Software	E	150,000	(29,100)	120,900
Sports and Tourism Fund	Sports and Tourism	#N59030 FY2023 Lawnmower Carryforward	E	123,500	(123,500)	-
General Fund	Public Works	#N61751 New Citywide Vehicle Purchases	E	2,882,700	(329,700)	2,553,000
Solid Waste Operations	Public Works	#N61751 New Citywide Vehicle Purchases	E	591,100	(5,500)	585,600
General Capital Projects Fund	Transportation	#N65010 Microtransit Pilot	E	211,500	(211,500)	-
General Capital Projects Fund	Information Technology	#P17050 City Asset Management System	E	14,900	(14,900)	-
General Capital Projects Fund	Information Technology	#P17080 Security Improvements Citywide	E	24,800	(22,000)	2,800
Police Dev Fee	Police	#P31070 Police Substation #1	E	7,868,100	(63,000)	7,805,100
General Capital Projects Fund	Police	#P31080 Animal Control Kennels	E	66,300	(66,300)	-
General Capital Projects Fund	Police	#P31140 CID Office Space Renovation	E	422,300	(1,500)	420,800
Fire/EMS Dev Fee 2020	Fire - Medical	#P34150 Fire Station #9	E	14,842,000	(4,757,800)	10,084,200
Fire/EMS Dev Fee 2020	Fire - Medical	#P34170 Ambulance #7-M308	E	115,600	(1,900)	113,700
General Capital Projects Fund	Fire - Medical	#P34290 FS305 Remodel	E	891,000	(6,600)	884,400
General Capital Projects Fund	Community Development	#P42080 Permit Planning Software	E	209,300	(47,300)	162,000
General Capital Projects Fund	Parks and Recreation	#P54160 Community Park Improvements	E	745,500	(10,800)	734,700
General Capital Projects Fund	Parks and Recreation	#P54180 Holiday Light Display	E	128,600	(54,600)	74,000
General Capital Projects Fund	Parks and Recreation	#P54190 Community Pool	E	28,914,600	(7,309,700)	21,604,900
Parks/Rec Dev Fee 2020	Parks and Recreation	#P54240 New Park - Perryville & Cactus	E	9,463,100	(661,200)	8,801,900
General Capital Projects Fund	Public Works	#P54240 New Park - Perryville & Cactus	E	15,900	(1,000)	14,900
General Capital Projects Fund	Parks and Recreation	#P54390 Security Measures	E	55,000	(51,900)	3,100
General Capital Projects Fund	Transportation	#P61380 Cactus Rd (Litchfield-RR Track)	E	7,914,500	(44,400)	7,870,100
General Capital Projects Fund	Transportation	#P61531 163rd Ave/Jomax Rd Intersection Ph2	E	496,700	(229,100)	267,600

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	Transportation	#P61540 163rd Ave (Grand-Happy Valley)	E	238,800	(195,800)	43,000
Police Dev Fee	Police	#P61590 FY2021 FTE Police Vehicles	E	124,200	(124,200)	-
General Capital Projects Fund	Public Works	#P61590 FY2021 FTE Police Vehicles	E	15,900	(15,900)	-
General Capital Projects Fund	Transportation	#P61640 163rd Ave (Happy Valley-W Desert M)	E	440,000	(305,600)	134,400
Stormwater Capital	Transportation	#P61640 163rd Ave (Happy Valley-W Desert M)	E	6,700	(6,700)	-
Transportation Improvement	Transportation	#P61660 Cactus Rd (Cotton-Reems)	E	31,923,200	(4,765,500)	27,157,700
General Capital Projects Fund	Public Works	#P61920 City Hall Security Improvements	E	27,700	(19,100)	8,600
Stormwater Capital	Transportation	#P65050 Bell and Grand Drainage	E	226,000	(1,000)	225,000
General Capital Projects Fund	Transportation	#P65060 Elm Lane (Civic Center-Bullard)	E	8,366,800	(695,400)	7,671,400
General Capital Projects Fund	Transportation	#P65100 Cactus Rd (Beardsley Canal-175th)	E	1,213,700	(123,300)	1,090,400
General Capital Projects Fund	Transportation	#P65120 Happy Valley Rd (163rd-Rncho Mrcdo)	E	3,985,800	(180,500)	3,805,300
General Capital Projects Fund	Transportation	#P65170 Dale Lane Drainage Issues Phase 1	E	2,546,700	(421,300)	2,125,400
General Capital Projects Fund	Transportation	#P65280 Cactus/Perryville Intersection	E	9,085,800	(1,033,300)	8,052,500
General Capital Projects Fund	Transportation	#P65390 163rd Ave Roadway Improvements	E	12,532,200	(547,500)	11,984,700
Transportation Improvement	Transportation	#P65400 Traffic Signals	E	1,773,300	(1,021,300)	752,000
Water Utility Capital	Water Resource Management	#P71020 Desert Oasis WSF-Phs 2	E	359,300	(359,300)	-
Sewer Utility Capital	Water Resource Management	#P71110 Solar Biosolids Dryer	E	164,200	(164,200)	-
Sewer Utility Capital	Water Resource Management	#P71111 Solar Biosolids Dryer Phase II	E	1,224,500	(100,600)	1,123,900
Sewer Utility Capital	Water Resource Management	#P71190 SPA1 Recharge Expansion	E	3,819,600	(278,300)	3,541,300
Water Utility Capital	Water Resource Management	#P71260 Circle City Water Acquisition	E	449,200	(11,600)	437,600
Wtr Sys SPA 2 Dev Fee	Water Resource Management	#P71390 Rancho Mercado Well No. 2	E	2,995,300	(55,300)	2,940,000

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Utility Capital	Water Resource Management	#P71430 SRP Cost Share Agreement	E	200,000	(100,000)	100,000
Sewer Loan 2023	Water Resource Management	#P71490 Plant Capacity Increase/Enhancement	E	31,686,300	(3,759,400)	27,926,900
Sewer Loan 2023	General Operations	#P71490 Plant Capacity Increase/Enhancement	R	32,842,100	(1,076,200)	31,765,900
Sewer Utility Capital	Water Resource Management	#P71500 Wtr & WWtr SCADA Integrate/Enhance	E	808,900	(74,700)	734,200
Water Utility Capital	Water Resource Management	#P71500 Wtr & WWtr SCADA Integrate/Enhance	E	900,500	(9,700)	890,800
Municipal Art Fund	Arts, Culture & Library	#R53010 Art_FY24 Traffic Cabinets - Bell Rd	E	25,000	(4,500)	20,500
Contingency	General Operations	Contingency	E	79,361,100	5,684,000	85,045,100
Municipal Art Fund	General Operations	Contingency	E	1,148,300	12,800	1,161,100
Transportation Improvement	General Operations	Contingency	E	-	5,786,800	5,786,800
Highway User Revenue	General Operations	Contingency	E	-	3,051,000	3,051,000
Fire/EMS Dev Fee 2020	General Operations	Services	E	-	4,759,700	4,759,700
Parks/Rec Dev Fee 2020	General Operations	Services	E	3,557,500	661,200	4,218,700
Police Dev Fee	General Operations	Services	E	-	187,200	187,200
General Capital Projects Fund	General Operations	Contingency	E	9,868,300	15,789,400	25,657,700
Vehicle Replacement	General Operations	Contingency	E	-	674,500	674,500
Water Operations	General Operations	Contingency	E	-	86,200	86,200
Water Utility Capital	General Operations	Contingency	E	-	1,816,100	1,816,100
Wtr Sys SPA 2 Dev Fee	General Operations	Services	E	2,818,300	55,300	2,873,600
Sewer Operations	General Operations	Contingency	E	-	102,600	102,600
Sewer Utility Capital	General Operations	Contingency	E	-	2,187,500	2,187,500
Solid Waste Operations	General Operations	Contingency	E	-	45,200	45,200
Stormwater Operations	General Operations	Contingency	E	-	16,500	16,500

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Stormwater Capital	General Operations	Contingency	E	-	7,700	7,700
Contingency	General Operations	Other	R	79,361,100	1,133,500	80,494,600
General Capital Projects Fund	Fire - Medical	#A34200 Asset Repl_Fire Radios	E	2,214,300	(300)	2,214,000
HSCV Asset Replacement	Human Svcs and Comm Vitality	#A51010 Asset Repl_Human Svcs & Comm Vit	E	46,300	(7,000)	39,300
General Fund	Transportation	#N65010 Microtransit Pilot	E	346,700	(24,600)	322,100
Water Operations	Water Resource Management	#N71010 Multi-Utility Rate Study Update	E	31,000	(7,900)	23,100
Sewer Operations	Water Resource Management	#N71010 Multi-Utility Rate Study Update	E	31,100	(8,000)	23,100
Stormwater Operations	Water Resource Management	#N71010 Multi-Utility Rate Study Update	E	26,800	(7,100)	19,700
General Capital Projects Fund	Fire - Medical	#P34200 Land-FS#10 & Regional Training Acad	E	3,000,000	(500)	2,999,500
General Capital Projects Fund	Economic Development	#P41100 AZTC 2.0	E	359,700	(2,600)	357,100
General Capital Projects Fund	Economic Development	#P41030 ED Marketing & Feasibility Studies	E	224,300	(9,300)	215,000
General Capital Projects Fund	Sports and Tourism	#P59010 Stadium Needs Assessment	E	814,100	(814,100)	-
General Capital Projects Fund	Sports and Tourism	#P59030 Surprise Stadium Repair/Renovation	E	2,500,000	814,100	3,314,100
General Capital Projects Fund	Transportation	#P61650 ITS Network Equip Upgrade MAG Grant	E	42,500	(14,500)	28,000
General Capital Projects Fund	City Manager	#P71380 Regional Communication Tower #1	E	90,700	(90,700)	-
Water Utility Capital	City Manager	#P71380 Regional Communication Tower #1	E	10,200	(10,200)	-
Sewer Utility Capital	City Manager	#P71380 Regional Communication Tower #1	E	9,300	(9,300)	-
Municipal Art Fund	Arts, Culture & Library	#R53020 Art_Multi-Generational Center	E	620,000	(8,300)	611,700
Expense Total				387,194,500	-	387,194,500
Revenue Total				133,186,000	-	133,186,000

2. Grant Carry Forward – To adjust budget authority for items previously approved by Council which require adjustment from what was originally estimated during the FY2025 budget process due to expenditure activity in the prior Fiscal Year.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31450A FY25 Arizona 9-1-1 Program	E	-	396,300	396,300
Grants	Police	#G31450A FY25 Arizona 9-1-1 Program	R	-	396,300	396,300
Contingency	General Operations	Other	R	79,361,100	448,700	79,809,800
Contingency	General Operations	Contingency	E	79,361,100	628,800	79,989,900
Grants	Police	#G31062 FFY23 JAG	E	-	15,900	15,900
Grants	Police	#G31062 FFY23 JAG	R	-	15,900	15,900
Water Utility Capital	Water Resource Management	#G71031 FY24 WIFA Distribution Optimization	E	-	77,400	77,400
Grants	Water Resource Management	#G71031 FY24 WIFA Distribution Optimization	E	-	309,600	309,600
Grants	Water Resource Management	#G71031 FY24 WIFA Distribution Optimization	R	-	309,600	309,600
General Capital Projects Fund	Police	#P31190 Arizona 9-1- 1 Program	E	718,500	(396,300)	322,200
Grants	Human Svcs and Comm Vitality	#G12101 ARPA Utility Assistance	R	9,200	(364,100)	(354,900)
Grants	Police	#G31227 FFY23 AZDOHS UASI - CBRNE	R	28,300	4,700	33,000
Grants	Police	#G31227 FFY23 AZDOHS UASI - CBRNE	E	28,300	(12,600)	15,700
Grants	Police	#G31231 FFY23 AZDOHS UASI - TLO	R	11,800	2,200	14,000
Grants	Police	#G31231 FFY23 AZDOHS UASI - TLO	E	11,800	2,200	14,000
Grants	Police	#G31245 FFY23 DEA Task Force	R	49,200	(25,000)	24,200
Grants	Police	#G31245 FFY23 DEA Task Force	E	49,200	(25,000)	24,200
Grants	Police	#G31252 FY24 VOCA	R	92,900	(23,200)	69,700
Grants	Police	#G31252 FY24 VOCA	E	92,900	(23,200)	69,700

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31269 FFY24 GOHS DUI Enforcement	R	30,100	(17,700)	12,400
Grants	Police	#G31269 FFY24 GOHS DUI Enforcement	E	30,100	(17,700)	12,400
Grants	Police	#G31277 FFY24 GOHS Know Your Limit	R	10,800	(5,800)	5,000
Grants	Police	#G31277 FFY24 GOHS Know Your Limit	E	10,800	(6,100)	4,700
Grants	Police	#G31316 FFY24 GOHS STEP Enforcement	R	23,200	(8,000)	15,200
Grants	Police	#G31316 FFY24 GOHS STEP Enforcement	E	23,200	(8,000)	15,200
Grants	Police	#G31358 FFY24 GOHS OP Enforcement	R	27,500	(7,700)	19,800
Grants	Police	#G31358 FFY24 GOHS OP Enforcement	E	27,500	(7,700)	19,800
Grants	Police	#G31366 FFY24 JLEO	R	3,900	(3,500)	400
Grants	Police	#G31366 FFY24 JLEO	E	3,900	(3,500)	400
Grants	Police	#G31395 FFY24 GOHS Motorcycle Safety	R	24,700	(9,000)	15,700
Grants	Police	#G31395 FFY24 GOHS Motorcycle Safety	E	24,700	(9,000)	15,700
Grants	Police	#G31414 FFY24 GOHS Accident Investigation	R	24,700	(11,000)	13,700
Grants	Police	#G31414 FFY24 GOHS Accident Investigation	E	24,700	(11,000)	13,700
Grants	Police	#G31450 FY24 Arizona 9-1-1 Program	R	-	215,800	215,800
Grants	Police	#G31450 FY24 Arizona 9-1-1 Program	E	-	36,500	36,500
Grants	Fire - Medical	#G34185 FFY22 AZDOHS HSGP Reallocation	E	91,300	(18,200)	73,100
Grants	Fire - Medical	#G34203 FY24 Tohono O'odham Nation Grant	R	87,000	(76,900)	10,100
Grants	Fire - Medical	#G34203 FY24 Tohono O'odham Nation Grant	E	87,000	(76,900)	10,100

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51566 2023 HOME	R	151,900	(122,900)	29,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51566 2023 HOME	E	151,900	(122,900)	29,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51680 CDBG	R	1,108,500	(88,800)	1,019,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51680 CDBG	E	1,108,500	(88,800)	1,019,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51681 CARES Act	R	69,100	(400)	68,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51681 CARES Act	E	69,100	(400)	68,700
Grants	Human Svcs and Comm Vitality	#G51721 Homeless Infrastructure ARPA	R	989,000	(448,100)	540,900
Grants	Human Svcs and Comm Vitality	#G51721 Homeless Infrastructure ARPA	E	989,000	(448,100)	540,900
Grants	Human Svcs and Comm Vitality	#G51722 FY24 Maricopa Homeless Services	R	721,100	(187,100)	534,000
Grants	Human Svcs and Comm Vitality	#G51722 FY24 Maricopa Homeless Services	E	721,100	(187,100)	534,000
Grants	Water Resource Management	#G71030 FY24 WIFA Water Conservation Grant	R	153,100	6,000	159,100
Grants	Water Resource Management	#G71030 FY24 WIFA Water Conservation Grant	E	153,100	(4,200)	148,900
Expense Total				83,777,700	-	83,777,700
Revenue Total				82,977,100	-	82,977,100

RESOLUTION # 2024-197

Exhibit B

1. Contract Awarding Authority List (Operating) – The FY2025 CAAL items are being revised in accordance with the Procurement Guidelines in which any one purchase greater than \$50,000. requires approval by council. The below referenced CAAL items, reflect items and/or dollar amount increases that did not receive council authorization during the initial FY2025 budget approval process.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25738	Solid Waste Containers	100,000	900,000	1,000,000
25838	Fleet Repair Parts, Tools, Services & Equipment	600,000	5,400,000	6,000,000
25653	Support Services	50,000	900,000	950,000

2. Contract Awarding Authority List (Capital) – The FY2025 CAAL amounts are being increased in accordance with the budget amendment increases noted in Exhibit A.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25295	P59030 Surprise Stadium Repair/Renovation	2,750,000	814,100	3,564,100
25223	G51566- 2023 HOME	256,000	50,000	306,000
25654	G71031 – WIFA Distribution Grant	-	390,000	390,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 3, 2024
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: Internal

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

Consideration and action pertaining to approval of an Intergovernmental Agreement with the City of Phoenix for apparatus loaning; Resolution #2024-179

Motion:

I move to approve Resolution #2024-179.

Background:

The City of Surprise Fire Department has been an active partner with the City of Phoenix Fire Department for automatic aid for over 20 years. In addition to response efforts, there are times when we may need to borrow a response vehicle due to issues with our fleet. This Intergovernmental Agreement (IGA) will allow the Phoenix Fire Department to provide loaner fire apparatus to the City of Surprise Fire Department as needed.

Objective Analysis:

By approving this IGA, the City will have access to additional resources if necessary. This commitment demonstrates the City's dedication to excellence in emergency preparedness and response within the community.

Policy Compliant:

This request is compliant with all city policies.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

Other than any repairs required if the Fire Department damages loaner vehicles, 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 2024-179 Fire Apparatus IGA w Phx
 2. Master Use Agreement for Phoenix Fire Apparatus
-

RESOLUTION # 2024-179

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF
PHOENIX FOR USE OF FIRE APPARATUSES.**

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 desire to enter into an intergovernmental agreement in order to facilitate the loaning and borrowing of fire apparatuses on an as-needed basis to benefit public safety; and

WHEREAS, this Intergovernmental Agreement will facilitate the City of Surprise Fire-Medical Department's use of the City of Phoenix Fire Department's various fire apparatuses.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the City of Phoenix, 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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE CITY OF PHOENIX

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF SURPRISE
FOR USE OF FIRE APPARATUS**

Phoenix Contract No. _____
Surprise Contract No. _____

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2024 (Effective Date), by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department ("the City"), and the City of Surprise, for and on behalf of the Surprise Fire-Medical Department ("the Agency"). Throughout this Agreement, the City and the Agency individually may be referred to as "Party" and may be referred to collectively as "Parties" to this Agreement.

RECITALS

WHEREAS, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, the City is authorized and empowered to enter into agreements pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

WHEREAS, the City and the Agency are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952; and,

WHEREAS, agreements for intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, the City of Phoenix is the owner of various fire apparatus; and,

WHEREAS, the Agency desires the use of such fire apparatus; and,

WHEREAS, Ordinance No. S-51045 dated June 12, 2024 authorized the City to enter into an agreement with Surprise Fire-Medical Department for the use of fire apparatus from the Phoenix Fire Department.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Phoenix Fire Department would like the ability to allow partner agencies the use of various fire apparatus on an as-needed basis to benefit public safety as long as such use is not detrimental to operations at the Phoenix Fire Department.

ARTICLE II. STATEMENT OF SERVICES

1. City hereby agrees to lend to Agency and Agency hereby agrees to borrow from City, the following described fire apparatus ("Loaned Equipment") AS IS:
 - ☐ Engine(pumper)
 - ☐ Ladder
 - ☐ Ambulance
 - ☐ other emergency response vehicle
2. Loaned Equipment Pickup. After the commencement of the Term, when a loan of Equipment has been arranged, Agency shall be responsible for picking up the Loaned Equipment from the City's Fire Resource Center, located at 2625 S. 19th Avenue, Phoenix, Arizona 85009 and filling out the Phoenix Fire Department Vehicle Use Form "Exhibit A" attached.
3. Use. Agency shall use the Loaned Equipment in a careful and proper manner and solely for the purpose of fire prevention and firefighting. Agency further shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Loaned Equipment.
4. Right to Lend Equipment. City warrants to Agency that City has been authorized by its governing body to lend the Loaned Equipment to the Agency as provided in this Agreement and Agency warrants to City that Agency has been authorized by its governing body to borrow the Loaned Equipment from City as provided in this Agreement.
5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of City and Agency shall have no right to use the Loaned Equipment, except as set forth in this Agreement.

6. Repairs. Agency, at its sole cost and expense, shall keep the Loaned Equipment in good repair, condition and working order, and shall replace any and all parts, mechanisms and devices required to keep the Loaned Equipment in good mechanical working order, including completing any repairs or maintenance required under and in accordance with the City's specifications.
7. Operating Costs. Agency shall pay all operating costs whatsoever of the Loaned Equipment, including without limiting the generality of the foregoing, the cost of fuel, oil, licenses, license registration fees, municipal licenses and inspection fees (if applicable).
8. Inspection and Certification. City shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Agency further agrees to comply with the inspection and certification per the City's requirements and have the Loaned Equipment inspected per the City's requirements at such location as City shall designate.
9. Alteration. Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of City. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the City.
10. Loss and Damage. Agency hereby assumes and shall bear the entire risk of loss and damage to the Loaned Equipment from any and every cause whatsoever. No loss or damage to the Loaned Equipment or any part thereof shall impair any obligation of Agency under this Agreement which shall continue in full force and effect through the Term.
11. In the event of loss or damage of any kind whatever to the Loaned Equipment, Agency shall, at City's option:
 - (i) replace the same in good repair, condition and working order;
 - (ii) replace the same with like equipment in good repair, condition and working order; or
 - (iii) pay to City the replacement cost of the Loaned Equipment.
12. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Agency shall return the Loaned Equipment to City in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Loaned Equipment at Agency's cost and expense to such place as City shall specify within the City of Phoenix, Arizona.
13. Taxes. Agency shall keep the Loaned Equipment free and clear of all levies, liens and encumbrances. Agency, or City at Agency's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation

of the Loaned Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Loaned Equipment or the purchase, use, operation or leasing of the Loaned Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of City or Agency. However, Agency shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of City to the Loaned Equipment; provided, Agency shall reimburse City for any damages or expenses resulting from such failure to pay or discharge.

- 14.** Warranty. Agency acknowledges and agrees that City makes no warranties, either express or implied, as to any matter whatsoever, including without limiting the generality of the foregoing, the condition of the Loaned Equipment, its merchantability, or its fitness for any particular purpose.
- 15.** No Liability. Agency acknowledges and agrees that City shall not have any liability for any damages, liabilities or obligations that arise (whether directly or indirectly) as a result of this Agreement or Agency's possession, use, operation or return of the Loaned Equipment. This provision shall survive termination or expiration of this Agreement.
- 16.** Default. If Agency fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if the Agency fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by the Agency, the City shall have the right to exercise any one or more of the following remedies:
 - (i) To declare the entire amount of payment hereunder immediately due and payable without notice or demand to Agency.
 - (ii) To sue for and recover all payments, then accrued or thereafter accruing.
 - (iii) To take possession of the Loaned Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Agency hereby waives any and all damages occasioned by such taking of possession.
 - (iv) To terminate this Agreement.
 - (v) To pursue any other remedy at law or in equity.
- 17.** Notwithstanding any repossession or any other action which City may take, Agency shall be and remain liable for the full performance of all obligations on the part of Agency to be performed under this Agreement. All of City's remedies are cumulative and may be exercised concurrently or separately.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years or until terminated by formal act of the Parties.

2. Termination and Cancellation:

Either Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Party. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

Further, the parties agree that City shall have the right to terminate this Agreement upon five (5) days prior written notice, if City's Fire Chief shall determine in his sole discretion that City has a need for the Loaned Equipment. Within five (5) calendar days of Agency's receipt of such a notice, Agency shall return the Loaned Equipment to City at the City's Fire Resource Center, located at 2625 S. 19th Avenue, Phoenix, Arizona 85009.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:

Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the

terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

4. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

6. No Joint Venture:

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

7. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

8. Independent Contractor Status:

To the extent required by law, the Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City.

9. Workers' Compensation:

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee

entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers' compensation and related benefits.

10. Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

11. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

12. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the City shall ensure that:

14.1 To the extent applicable by law, each subcontractor the City uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

14.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

14.3 To the extent applicable by law, the Agency will have the legal right to inspect the papers of the City and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

15. Disposition of Property:

Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE V. PAYMENTS

1. Payment and Fees:

Agency's Payment. If Agency fails to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Agreement, City shall have the right, but shall not be obligated, to affect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to City upon demand, and failure to repay the same shall carry with it the consequence of interest at ten percent (10%) per annum.

2. Invoicing:

Agency shall remit all payments to the City of Phoenix Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Phoenix may exercise its right to terminate this Agreement.

ARTICLE VI. INSURANCE AND INDEMNIFICATION

1. Indemnification:

In consideration of the benefits afforded by this Agreement, the requesting Department or Entity agrees to defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers'

Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnatee accrues immediately at the time a claim is threatened or a claim is made against Indemnatee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnatee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnatee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the benefits afforded by this Agreement, Indemnitor waives all rights of subrogation against Indemnatee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. Agency's Insurance:

Agency must procure insurance against claims that may arise from or relate to the Loaned Equipment and must maintain that insurance until the termination of this Agreement.

Scope and Limits of Insurance: Agency must provide coverage with limits of liability not less than those stated below.

3. Automobile Liability:

Bodily Injury and Property Damage for the Loaned Equipment used in connection with this Agreement: Combined Single Limit (CSL) \$2,000,000

This insurance requirement is a minimum requirement for this Agreement and in no way limits the indemnity covenants contained herein. City does not in any manner warrant that the minimum limits contained in this Section are sufficient to protect the Agency from liabilities that might arise under this Agreement and Agency is free to purchase such additional insurance as Agency may determine to be necessary.

ARTICLE VII. NOTICES

- 1.** Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to City:	If to Agency :
Phoenix Fire Department 150 S. 12 th Street Phoenix, AZ 85034 Attn: Michael J. Duran Phoenix Fire Chief Telephone: (602) 256-3189 Fax: (602) 262-4429	Surprise Fire-Medical Department 14250 W. Statler Plaza, Suite 101 Surprise, AZ 85374 Attn: Brenden Espie Surprise Fire Chief Telephone: (623) 222-5000 Fax: (623) 222-5001

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

[SIGNATURE PAGE TO FOLLOW]

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 Party.

CITY OF PHOENIX, a municipal corporation

Jeffrey Barton, City Manager

By: _____

Michael J. Duran

Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant Chief Counsel

CITY OF SURPRISE, a municipal corporation

Bob Wingenroth, City Manager

By: _____

Brenden Espie

Fire Chief

ATTEST:

City Clerk, Surprise

APPROVED AS TO FORM:

City Attorney, Surprise

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.

CITY OF PHOENIX

By: _____
David Lavelle
Assistant Chief Counsel

Date: _____

CITY OF SURPRISE, a municipal corporation

By: _____
City Attorney, Surprise

Date: _____

EXHIBIT A

PHOENIX FIRE DEPARTMENT

VEHICLE USE FORM

PHOENIX FIRE
DEPARTMENT VEHICLE USE
FORM

Date: _____

Requestor Information			
Requesting Department:			
Name:		Phone:	
Title/Rank:		Email:	
Loan Detail			
Reason for Loan:			
Vehicle Type:	☐	☐	☐
Vehicle Count:			
Vehicle Issue Date:		Vehicle Return Date:	
Usage Start Date:		Usage End Date:	
Vehicle Use Form			
Purpose: This vehicle use agreement allows partner agencies the use of various Phoenix fire apparatus on an as-needed basis as long as such use is not detrimental to operations at the Phoenix Fire Department. I confirm that I have requested and am taking possession of the vehicles noted above and further detailed below. I have confirmed that the vehicles are in good working order and without obvious defects _____ (initial). I understand that under the terms of this loan agreement my Department, City and I am responsible for the care and security of loaned vehicles. I understand that any vehicle that is lost, stolen, or damaged is the responsibility of my Department or City to repair or replace. I understand that the Phoenix Fire Department reserves the right to request that loaned vehicles be returned before the return date listed, if necessary. Indemnification: In consideration of the benefits afforded by this Agreement, the requesting Department or Entity agrees to defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the benefits afforded by this Agreement, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.			

Page 1 of 2

Last revised: March 25, 2024

14

Phoenix Fire Department Vehicle Use Form

Workers' Compensation: Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers' compensation and related benefits.

Requested By (Print):			
Requested By (Sign):			Date:
Phoenix Fire Representative (Print):			
Phoenix Fire Representative (Sign):			
Services Use Only			
Vehicles Issued By:			Date:
☐ Inventory on Reverse (pg. 2) ☐ Additional Inventory pages attached (X pages total)			

Inventory of Issued Vehicles

CoP Shop Number	VIN #:	License #	

Received by (print) _____

Received by (sign) _____ Date _____



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 3, 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
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Agenda Wording:

Consideration and action to approve Desert Oasis Lighting Improvement District No. 1. Resolution #2024-187 due to scrivener errors in the legal description and boundary.

Motion:

I move to approve Resolution No. 2024-187.

Background:

The City of Surprise, Arizona, Desert Oasis Lighting Improvement District No. 1, was approved by Council on January 8, 2004, by Resolution #2004-01. On November 2, 2021, and October 15, 2024, the Mayor and Council adopted Resolution #2021-147 and #2024-151. The District's legal boundary includes a scrivener's error. Resolution 2024-187 resolves the issue.

Objective Analysis:

Pursuant to A.R.S. §48-616(H), the City orders the correction of the territories described in the legal description contained in Exhibit A and as described in Exhibit B from the boundary of the City of Surprise, Desert Oasis Lighting Improvement District No. 1.

Policy Compliant:

Pursuant to A.R.S. §48-616(H), in the event an improvement district is formed that includes street lighting facilities within any part of the territory of a previously-formed district, the City Council may summarily delete from the previously formed district the street lighting facilities covered by the new district; and the City Council, as a matter of City policy, determines that overlapping street light improvement districts are not desirable.

Financial Impact:

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

Budget Impact:

Any impact on funding is anticipated to be minimal, as the impacted SLIDs were formed in 2021 and 2024. Separate funds for the District are currently in place to track the revenue and expenses.

FTE Impact:

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

ATTACHMENTS:

1. 01 RES2024-187 - Desert Oasis No 1 - Paloma Creek
-

RESOLUTION # 2024-187

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE,
ARIZONA, DECLARING ITS INTENTION TO AMEND THE LEGAL BOUNDARY
OF THE CITY OF SURPRISE, ARIZONA, DESERT OASIS LIGHTING
IMPROVEMENT DISTRICT NO. 1 AND ORDERING SUCH AMENDMENT.**

WHEREAS, on January 8, 2004, the Mayor and City Council of the City of Surprise adopted Resolution No. 2004-01 ordering the formation of the CITY OF SURPRISE, ARIZONA, DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1 (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, on November 2, 2021, and October 15, 2024, the Mayor and City Council of the City of Surprise adopted Resolution Nos. 2021-147 and 2024-151 ordering the enlargement of the District;

WHEREAS, Resolution Nos. 2021-147 and 2024-151 were recorded on November 8, 2021, and October 24, 2024; and,

WHEREAS, it has come to the City's attention that the District's legal boundary contains a scrivener's error.

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

Section 1. The "CITY OF SURPRISE, ARIZONA, DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1" is hereby amended to reflect the corrected legal boundary as more particularly described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference.

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

Legal Description

EXHIBIT "A"

DESCRIPTION

PALOMA CREEK PHASES 1, 2A & 2B STREET LIGHT IMPROVEMENT DISTRICT

A portion of the West Half of Section 6 Township 4 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

BEGINNING at the West Quarter Corner of said Section 6 from which the Northwest Corner of said Section 6 lies North 00°22'33" East 2275.55 feet;

Thence along the west line of the Northwest Quarter of said Section 6 North 00°22'33" East 1317.40 feet;

Thence departing said line North 89°50'48" East 504.98 feet;

Thence South 00°06'10" East 1317.76 feet to a point on the east-west midsection line of said Section 6;

Thence along said line South 89°48'26" East 1289.02 feet;

Thence departing said line South 00°00'28" East 10.00 feet to the beginning of a tangent curve, concave easterly, having a radius of 150.00 feet;

Thence southerly along the arc of said curve through a central angle of 11°31'46" a distance of 30.18 feet;

Thence South 11°32'15" East 107.30 feet to the beginning of a tangent curve, concave westerly, having a radius of 150.00 feet;

Thence southerly along the arc of said curve through a central angle of 11°31'46" a distance of 30.18 feet to a point on the north-south midsection line of said Section 6;

Thence along said line South 00°00'28" East 1143.45 feet;

Thence departing said line North 89°46'49" West 1841.73 feet to the west line of the Southwest Quarter of said Section 6;

Thence along said line North 00°23'35" East 1317.59 feet to the POINT OF BEGINNING.

Containing 70.968 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT B

Map

EXHIBIT "B"

NW COR
SEC 6
T4N, R1W

163rd AVENUE

N00° 22' 33"E 2275.55'

N89° 50' 48"E
504.98'

N00° 22' 33"E 1317.40'

S00° 06' 10"E 1317.76'

LINE TABLE

LINE	BEARING	LENGTH
L1	S00° 00' 28"E	10.00'
L2	S11° 32' 15"E	107.30'

CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1	11° 31' 46"	150.00'	30.18'
C2	11° 31' 46"	150.00'	30.18'



SCALE: 1"=400'



W 1/4 COR
SEC 6
T4N, R1W

POB

S89° 48' 26"E 1289.02'

C1

L1

L2

EAST-WEST
MIDSECTION LINE

LEGEND

POB POINT OF BEGINNING
 SLID BOUNDARY

NORTH-SOUTH
MIDSECTION LINE

N00° 23' 35"E 1317.59'

S00° 00' 28"E 1143.45'

BASIS OF BEARING: The south line of the southwest quarter of Section 6, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as recorded in Book 1317, Page 31, records of Maricopa County, cited as North 89° 45' 12" West.

N89° 46' 49"W 1841.73'

SW COR
SEC 6
T4N, R1W

N00° 23' 36"E
1317.57'

S 1/4 COR
SEC 6
T4N, R1W



PALOMA CREEK PHASES 1, 2A & 2B
STREET LIGHT IMPROVEMENT DISTRICT



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 24001

DRAWN BY RCD

DATE 09-25-24 SHEET 1 OF 1



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 3, 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
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Agenda Wording:

Consideration and action to approve SU-EllenRanch218 Resolution #2024-188 due to scrivener errors with the legal description and boundary.

Motion:

I move to approve Resolution No. 2024-188.

Background:

The City of Surprise, Arizona, SU-EllenRanch218 Lighting Improvement District first reading declaring the intention to establish a street lighting improvement district was approved by Council on August 6, 2024, Resolution #2024-101. The second reading ordering the formation of the proposed street lighting improvement district was approved by Council on September 3, 2024, Resolution #2024-122. The District's legal description and boundary include a scrivener's error. Resolution 2024-188 resolves the issue.

Objective Analysis:

Pursuant to A.R.S. §48-616(H), the City orders the correction of the territory described in the legal description contained in Exhibit A and as described in Exhibit B from the boundary of the City of Surprise, SU-EllenRanch218 Lighting Improvement District.

Policy Compliant:

Pursuant to A.R.S. §48-616(H), in the event an improvement district is formed that includes street lighting facilities within any part of the territory of a previously-formed district, the City Council may summarily delete from the previously formed district the street lighting facilities covered by the new district; and the City Council, as a matter of City policy, determines that overlapping street light improvement districts are not desirable.

Financial Impact:

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

Budget Impact:

Any impact on funding is anticipated to be minimal, as the impacted SLID was formed in 2024. Separate funds for the District are currently in place to track the revenue and expenses.

FTE Impact:

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

ATTACHMENTS:

1. 01 RES2024-188 - SU-ELLENRANCH218
-

RESOLUTION # 2024-188

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO AMEND THE LEGAL BOUNDARY OF THE CITY OF SURPRISE, ARIZONA, SU-ELLENRANCH218 LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH AMENDMENT.

WHEREAS, on August 6, 2024, and September 3, 2024, the Mayor and City Council of the City of Surprise adopted Resolution Nos. 2024-101 and 2024-122 ordering the formation of the CITY OF SURPRISE, ARIZONA, SU-ELLENRANCH218 LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Resolution Nos. 2024-101 and 2024-122 were recorded on August 30, 2024, and October 10, 2024; and,

WHEREAS, it has come to the City's attention that the District's legal boundary contains a scrivener's error.

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

Section 1. The "CITY OF SURPRISE, ARIZONA, SU-ELLENRANCH218 LIGHTING IMPROVEMENT DISTRICT" is hereby amended to reflect the corrected legal boundary as more particularly described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by this reference.

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

Legal Description

EXHIBIT "A"

DESCRIPTION

DESERT OASIS 1 (ELLEN RANCH) STREET LIGHT IMPROVEMENT DISTRICT

A portion of the Southwest Quarter of Section 6 Township 4 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

BEGINNING at the Southwest Corner of said Section 6 from which the West Quarter Corner of said Section 6 lies North 00°23'36" East 2635.15 feet;

Thence along the west line of said Southwest Quarter North 00°23'36" East 1317.57 feet;

Thence departing said line South 89°46'49" East 1841.73 feet to the north-south midsection line of said Section 6;

Thence along said line South 00°00'28" East 1318.44 feet to the South Quarter Corner of said Section 6;

Thence along the south line of said Southwest Quarter North 89°45'12" West 1850.96 feet to the POINT OF BEGINNING.

Containing 55.865 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

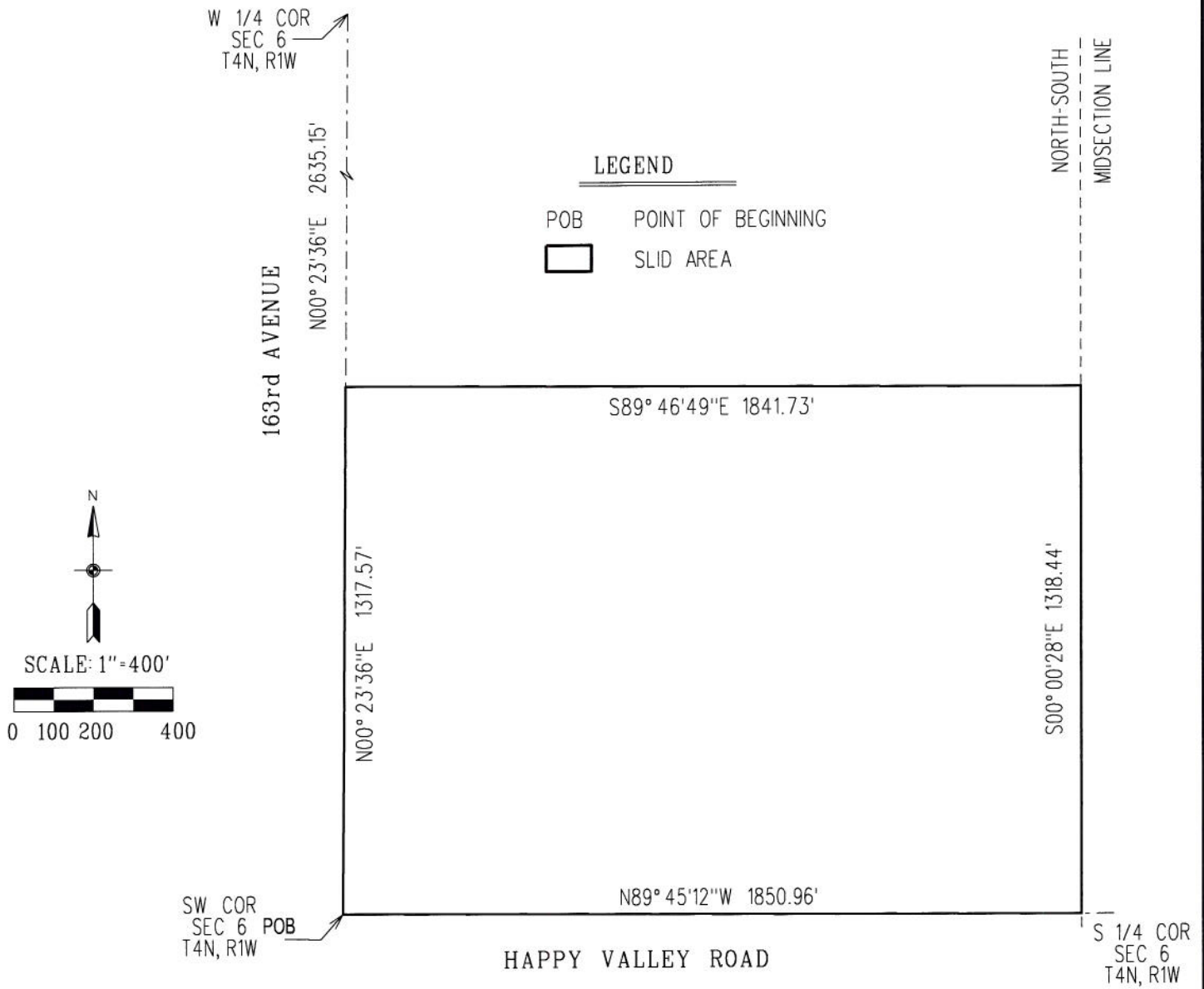
End of description



EXHIBIT B

Map

EXHIBIT "B"



BASIS OF BEARING: The south line of the southwest quarter of Section 6, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona as recorded in Book 1317, Page 31, records of Maricopa County, cited as North 89° 45' 12" West.



DESERT OASIS 1 (ELLEN RANCH)
STREET LIGHT IMPROVEMENT DISTRICT



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 24001

DRAWN BY RCD

DATE 09-25-24 SHEET 1 OF 2



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 3, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action regarding a Final Plat entitled, “Mesic Final Plat (Surprise)” for a site generally located northeast of 168th Avenue and Dale Lane; Case #FS24-0258.

Motion:

I move to approve/deny the Final Plat entitled “Mesic Final Plat (Surprise)”, dated September 09, 2024. Case #FS24-0258

Background:

Dennis Keogh of Keogh Engineering, on behalf of Tim Mesic, requests approval of a Final Plat for a site generally located northeast of 168th Avenue and Dale Lane. The proposed Final Plat creates four (4) parcels to allow for the development of single-family homes.

Objective Analysis:

The subject Final Plat 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 Final Plat 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:

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

FTE Impact:

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

ATTACHMENTS:

1. 00 – FS24-0258 Mesic Final Plat – Staff Report
 2. 01 - FS24-0258 Mesic Final Plat - Vicinity Map
 3. 02 - FS24-0258 Mesic Final Plat - Zoning Map
 4. 03 - FS24-0258 Mesic Final Plat - Plat Exhibit
 5. 04 - FS24-0258 Mesic Final Plat - Final Plat
 6. 05 - FS24-0258 Mesic Final Plat - Luke AFB Letter
 7. FS24-0258 Mesic Final Plat - Presentation
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS24-0258

Project Name: Mesic Final Plat

Council District: 1 - Acacia

Meeting Date: December 03, 2024

Planner: Leslie Carnie, Planner II

Owner: Tim Mesic

Applicant: Dennis Keogh of Keogh Engineering, Inc.

Request: Approval of a Final Plat entitled "Mesic Final Plat (Surprise)".

Site Location: Generally located northeast of 168th Avenue and Dale Lane

Site Size: 5.02 Gross Acres (approx.)

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2040.
- 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.

Project Description:

Dennis Keogh of Keogh Engineering, on behalf of Tim Mesic, requests approval of a Final Plat for a site generally located northeast of 168th Avenue and Dale Lane. The proposed Final Plat creates four (4) parcels to allow for the development of single-family homes.

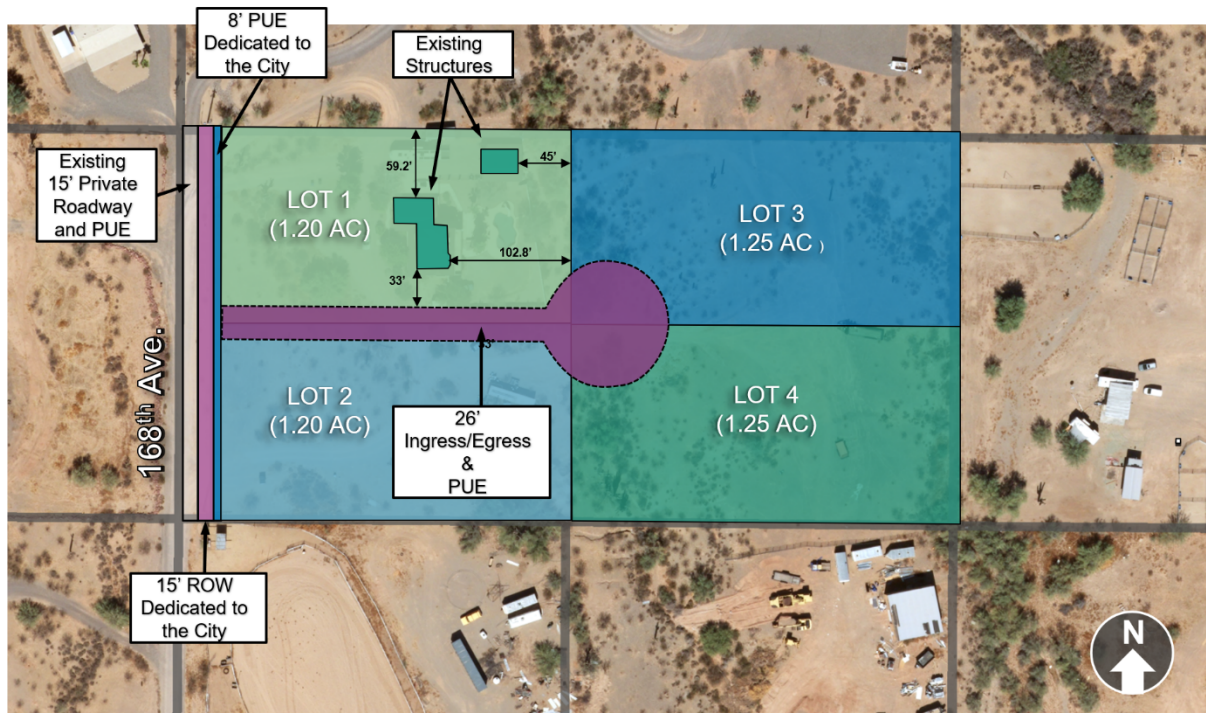
BACKGROUND

August 03, 1988: The subject parcel was annexed into the city under Ordinance 88-24.

March 14, 2024: The applicant filed a request for a Final Plat for the subject property under case number FS24-0258.

Analysis and Discussion:

The approximately 5.02 gross acre site is being subdivided to create four (4) new lots that meet the minimum 1-acre lot size requirement in the Rural Residential zoning district. Lot 1 encompasses an existing home and accessory structure that meet the LDO's set back requirements. Access to all four parcels is provided from a 26' Ingress/Egress and Public Utility Easement (PUE). An existing 15' Private Roadway/PUE easement provided for the powerlines runs along the westerly boundary of the site. An additional 15' of Right-Of-Way (ROW) is dedicated along the westerly boundary, on this plat, to allow for future 168th Avenue roadway improvements.



General Plan Conformance:

The proposed Final Plat was reviewed against the goals, policies, recommendations, and guidelines of the City of Surprise General Plan 2040. The proposed Final Plat is consistent with the General Plan in the following way:

68 The Surprise General Plan 2040 shows the subject property as lying within the
69 Neighborhood Character Area which allows a density range of 0-2 DU/ac in Rural
70 Neighborhoods.

71
72 **Reviewing Agencies:**

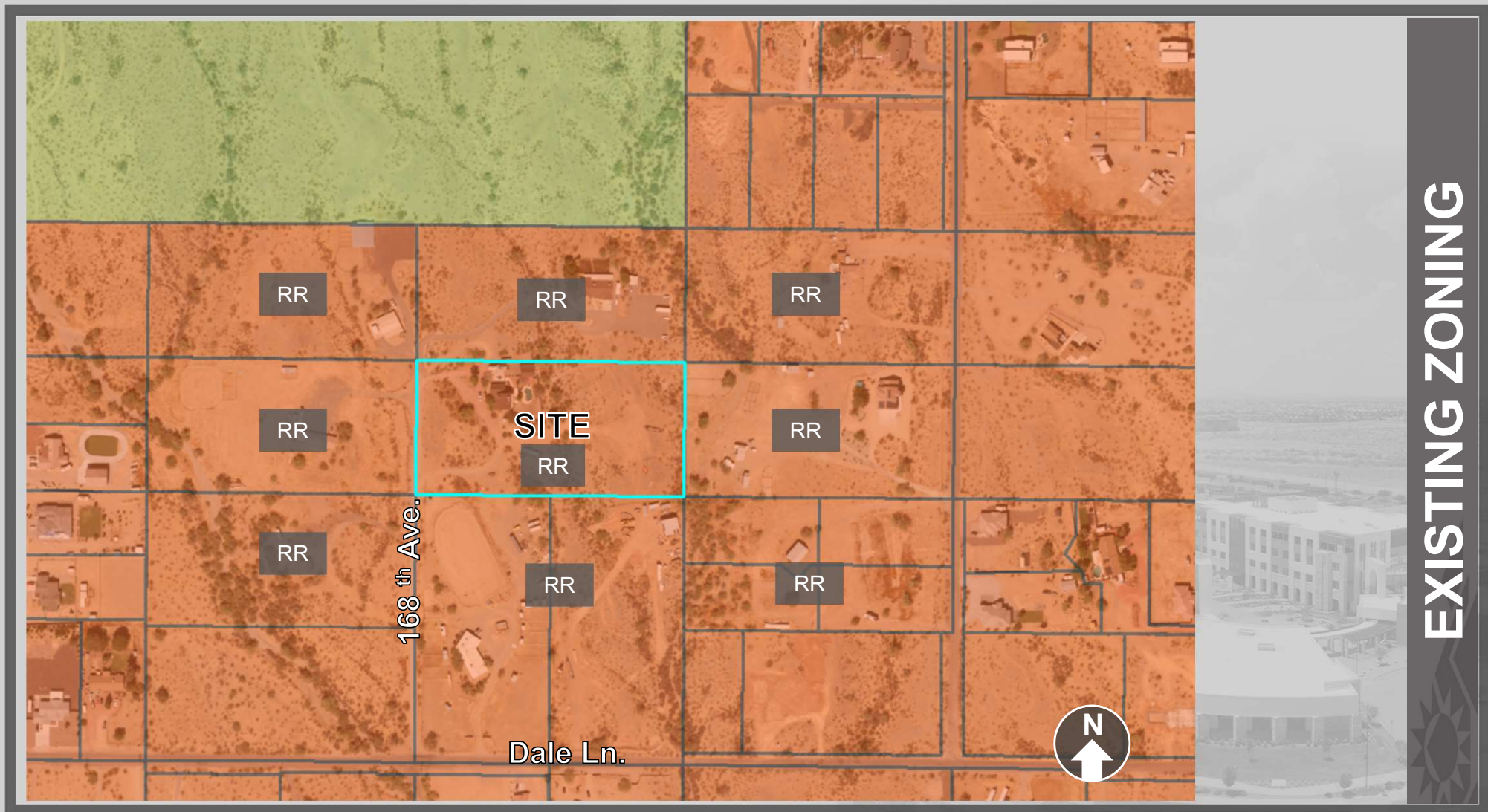
73
74 In addition to the standard internal city reviewing departments and Luke Air Force Base,
75 the Maricopa Water District, and ADOT were included in the routing of this request. None
76 of the reviewing agencies indicated any concerns over the request.

77
78 **Attachments:**

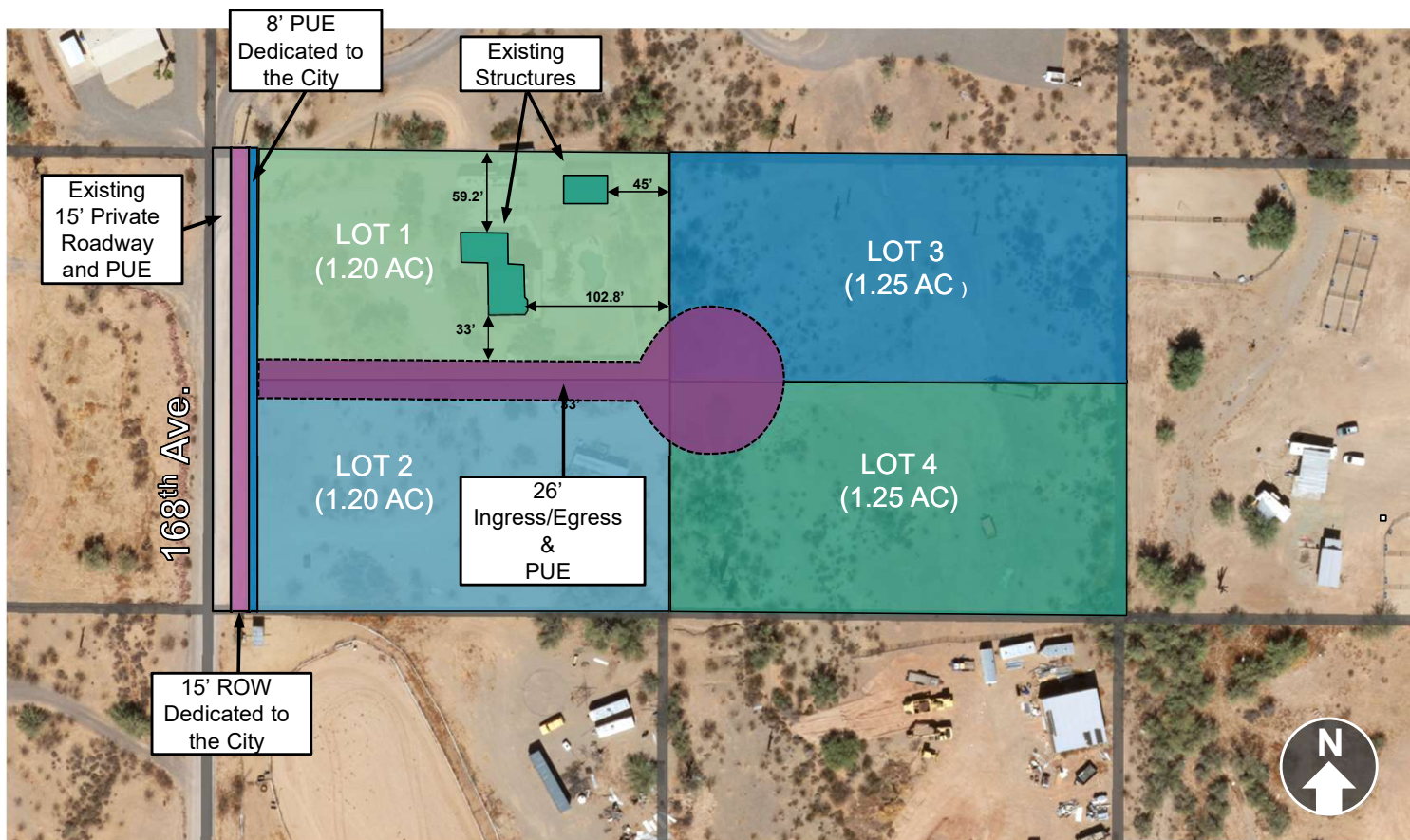
79 01 Vicinity Map
80 02 Zoning Map
81 03 Final Plat Exhibit
82 04 Final Plat
83 05 Luke AFB Letter
84 Power Point Presentation
85



VICINITY MAP



EXISTING ZONING



PLAT EXHIBIT

DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA } S.S.

KNOW ALL PERSONS BY THESE PRESENTS: THAT TIMOTHY MESIC, HAS SUBDIVIDED UNDER THE NAME MESIC FINAL PLAT, A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE MESIC FINAL PLAT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS--OF--WAY AS SHOWN ON THE PLAT.

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

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

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/OR AUXILIARY FIELD.

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

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

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

RESIDENTIAL FIRE SPRINKLER SYSTEM IS REQUIRED FOR HOUSES BUILT IN AREAS WITH LIMITED WATER SUPPLY AND FIRE FLOW. FIRE SPRINKLER PLANS SHALL BE SUBMITTED WITH THE BUILDING PLANS. (903.2.8.1 LOCAL AMENDMENT)

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED THEIR NAME TO BE SIGNED THIS ____ DAY OF _____, 20__.

BY: _____

RELEASE OF LIABILITY

TIMOTHY MESIC, ("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.

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.

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED THEIR NAME TO BE SIGNED THIS ____ DAY OF _____, 20__.

BY: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF MARICOPA } S.S.

BEFORE ME THIS ____ DAY OF _____, 20__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THEMSELF TO BE _____, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT AS OWNER, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

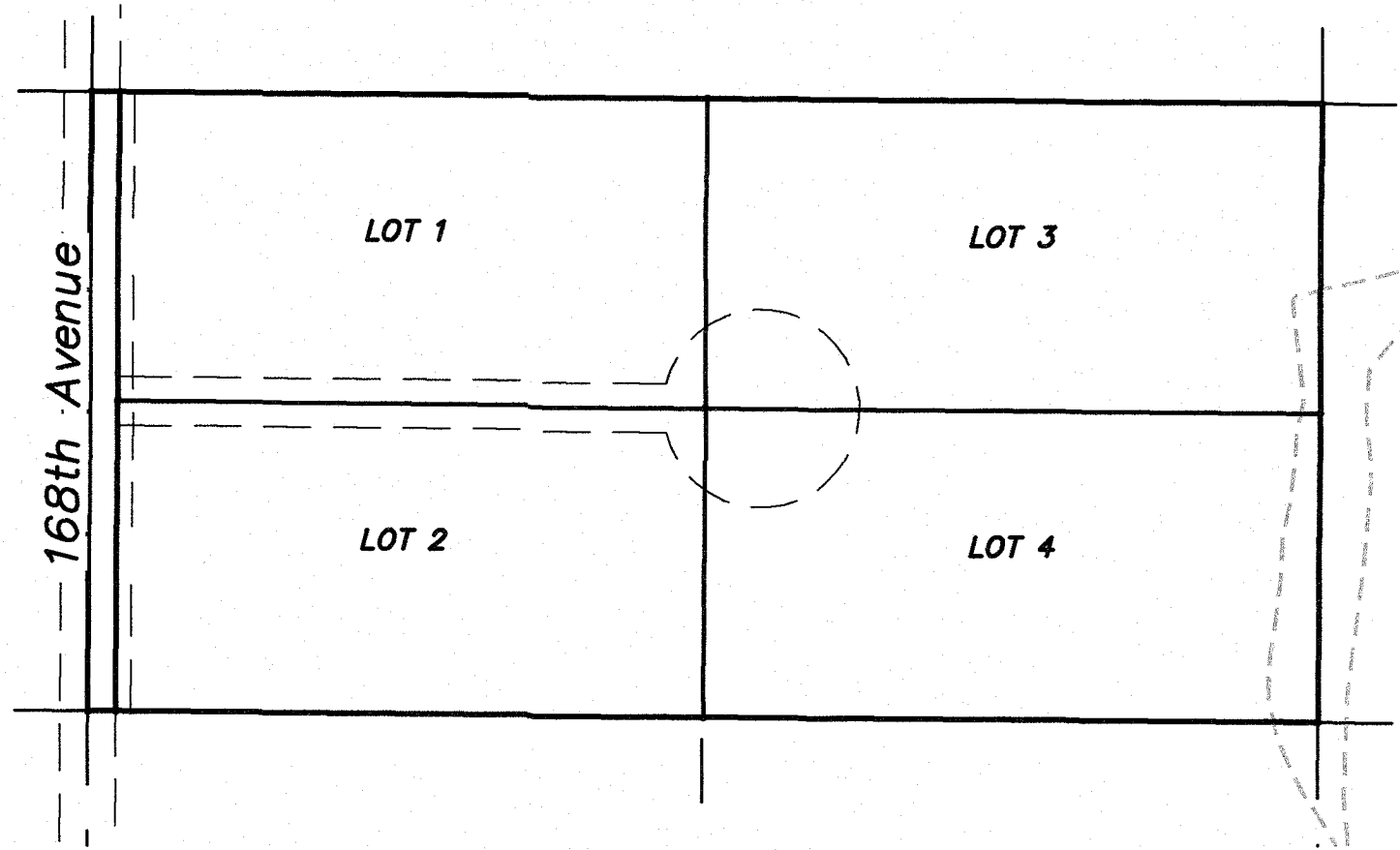
NOTARY PUBLIC

EXPIRES

MESIC FINAL PLAT (SURPRISE)

OF

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



KEY MAP

Scale: 1"=100'

PARENT PARCEL NO.

APN 503--51--132B

BASIS OF BEARINGS

NORTH 89°32'36" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA PER RECORD OF SURVEY PLSS SUBDIVISION RECORDED IN BOOK 588 OF MAPS, PAGE 2, RECORDS OF MARICOPA COUNTY, ARIZONA.

REFERENCE DOCUMENTS USED

1. COMMITMENT FOR TITLE INSURANCE ISSUED BY GREAT AMERICAN TITLE INSURANCE AGENCY, INC. NO. 0342100096--SA DATED AUGUST 2, 2021, AMENDED AUGUST 6, 2021.
2. QUIT CLAIM DEED RECORDED IN DOCUMENT NO. 2006--0733414, MCR.
3. RECORD OF SURVEY RECORDED IN BOOKO 532 OF MAPS, PAGE 16, MCR.
4. RECORD OF SURVEY PLSS SUBDIVISION RECORDED IN BOOK 588 OF MAPS, PAGE 2, MCR.

PLAT NOTES:

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

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 AND ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

PURSUANT TO A.R.S. SS 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 ZONES "AE AND X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, 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.

PUBLIC NOTICE

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

LOT 1 LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 01°7'50" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1981.11 FEET;

THENCE NORTH 89°28'34" WEST ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 646.47 FEET;

THENCE NORTH 01°7'42" EAST ALONG A LINE PARALLEL TO AND 15.00 FEET EAST OF THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 165.15 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUING NORTH 01°7'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 165.16 FEET;

THENCE SOUTH 89°27'54" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 315.74 FEET;

THENCE SOUTH 01°7'50" WEST, A DISTANCE OF 165.13 FEET;

THENCE NORTH 89°28'13" WEST, A DISTANCE OF 315.73 FEET TO THE POINT OF BEGINNING.

LOT 2 LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 01°7'50" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1981.11 FEET;

THENCE NORTH 89°28'34" WEST ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 330.74 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUING NORTH 89°28'34" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 315.73 FEET;

THENCE NORTH 01°7'42" EAST ALONG A LINE PARALLEL TO AND 15.00 EAST OF THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 165.15 FEET;

THENCE SOUTH 89°28'13" EAST, A DISTANCE OF 315.73 FEET;

THENCE SOUTH 01°7'50" WEST, A DISTANCE OF 165.12 FEET TO THE POINT OF BEGINNING.

LOT 3 LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 01°7'50" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 2,146.20 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE NORTH 89°28'13" WEST, A DISTANCE OF 330.74 FEET;

THENCE NORTH 01°7'50" EAST, A DISTANCE OF 165.13 FEET;

THENCE SOUTH 89°27'54" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 330.74 FEET;

THENCE SOUTH 01°7'50" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 165.10 FEET TO THE POINT OF BEGINNING.

LOT 4 LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 01°7'50" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1981.11 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE NORTH 89°28'34" WEST ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 330.74 FEET;

THENCE NORTH 01°7'50" EAST, A DISTANCE OF 165.12 FEET;

THENCE SOUTH 89°28'13" EAST, A DISTANCE OF 330.74 FEET;

THENCE SOUTH 01°7'50" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 165.09 FEET TO THE POINT OF BEGINNING.

OWNER

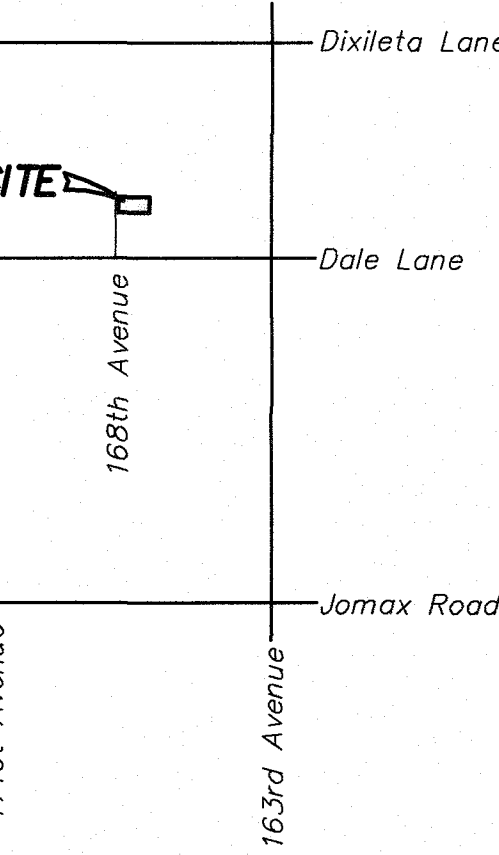
TIMOTHY MESIC
28851 NORTH 168TH AVENUE
SURPRISE, ARIZONA 85387

SURVEYOR

KEOGH ENGINEERING, INC.
650 NORTH 137TH AVENUE #110
GOODYEAR, ARIZONA 85338
PHONE: 623--535--7260
EMAIL:KEOGH@KEOGHENGINEERING.COM
CONTACT: DENNIS KEOGH

SITE AREA

AREA	SQUARE FEET	ACRES
LOT 1	52,141	1.197
LOT 2	52,139	1.197
LOT 3	54,609	1.254
LOT 4	54,607	1.254
TOTAL NET	213,496	4.902
R/W	4,955	0.113
TOTAL GROSS	218,451	5.015



VICINITY MAP

Not to Scale

PARENT LEGAL DESCRIPTION

PARCEL NO. 1
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2
AN UNDIVIDED PROPORTIONATE INTEREST IN AND TO THE WEST 200 FEET OF THE SOUTH (UNSPECIFIED) FEET OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS ____ DAY OF _____, 20__.

ATTEST:

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY OF SURPRISE ENGINEER APPROVAL

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

ATTEST:

CITY ENGINEER _____ DATE _____

SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND THE LOT SPLIT OF THE PREMISES DESCRIBED AND MAPPED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2021 AND THAT THIS MAP IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED, AS SHOWN HEREON.

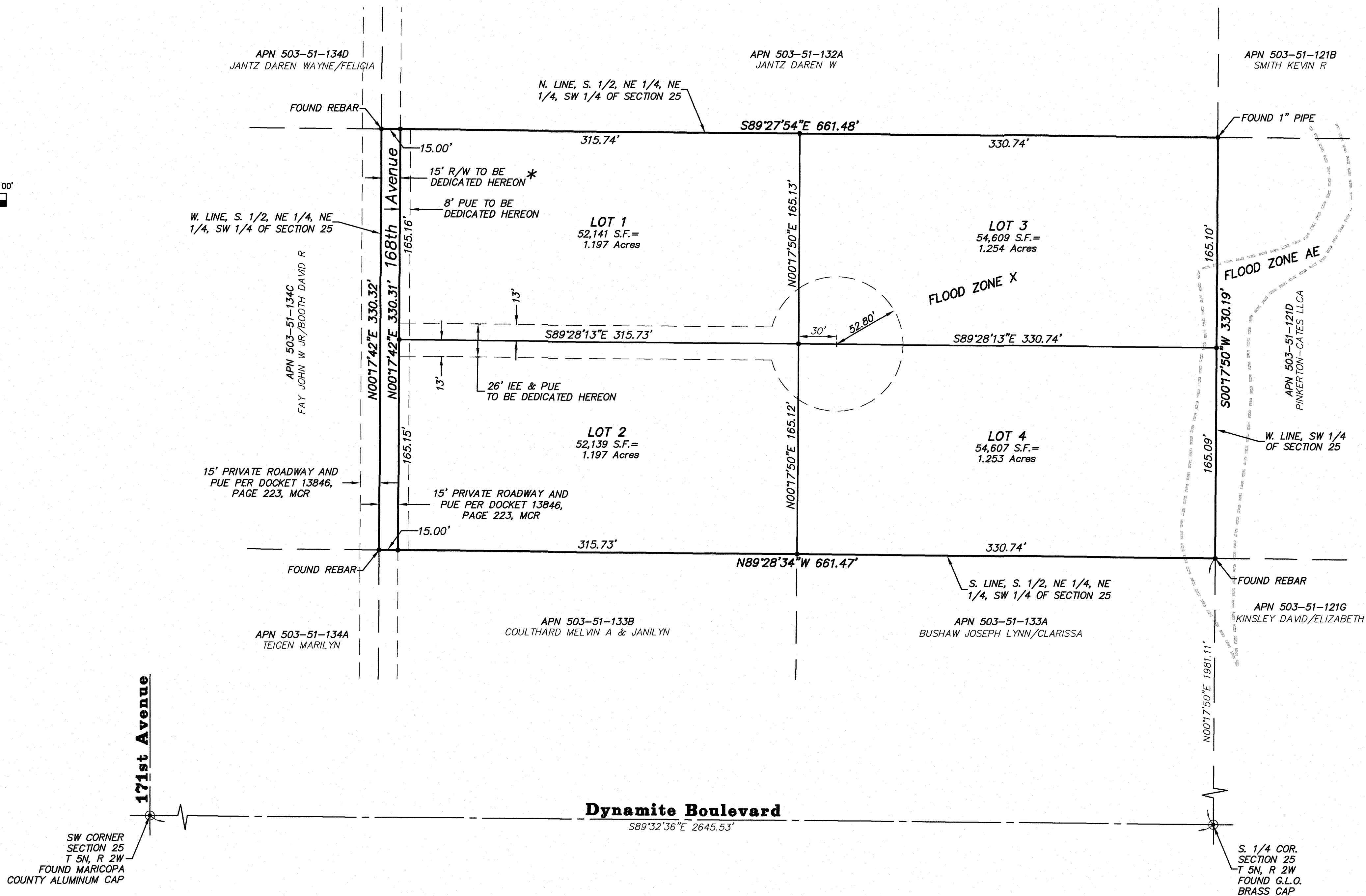
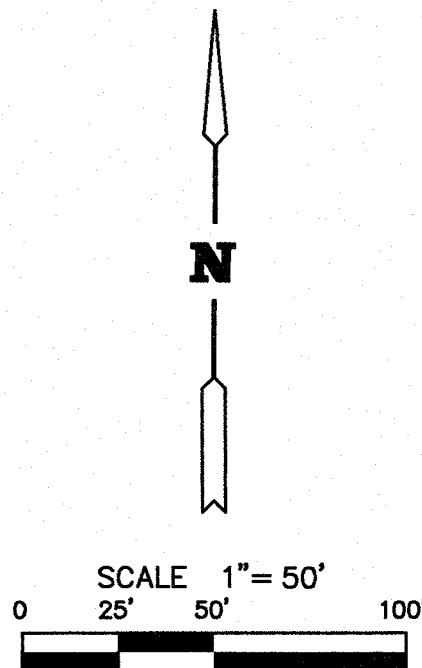
Dennis Frank Keogh
SIGNATURE

9/12/24
DATE

SHEET 1 OF 2

FS24--0258

	PREPARED FOR Timothy Mesic
	MESIC FINAL PLAT OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
	Keogh Engineering, Inc. 650 N. 137TH AVE. #110 - GOODYEAR, ARIZONA 85338 PHONE: (623) 535-7260 EMAIL: keogh@keoghengineering.com
DRAWN BY BY SPK	CHECKED BY BY DFK
FIELD WORK BY BY DJK	DATE SEPT., 2024
JOB NO. 22050	
MAP NO. E--22050	



*** NOTE**
FUTURE RIGHT OF WAY WILL BE DEDICATED AT THE TIME OF ROADWAY AND PUBLIC UTILITY EASEMENT REMOVAL/RELOCATION ALONG WITH THE APS POLES.

LEGEND

APN	ASSESSOR'S PARCEL NUMBER
IEE	INGRESS AND EGRESS EASEMENT
MCR	MARICOPA COUNTY RECORDER
R/W	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
⊙	SURVEY MONUMENT
•	PROPERTY BOUNDARY CORNER (SET 1/2" REBAR WITH CAP LS10846 UNLESS OTHERWISE NOTED)
—	PROPERTY LINE
---	LOT LINE
- - - -	EASEMENT LINE
- . - . -	STREET CENTERLINE
- - - -	ADJACENT LOT OR R/W
- - - -	LIMITS OF FLOOD ZONE

171st Avenue
SW CORNER
SECTION 25
T 5N, R 2W
FOUND MARICOPA
COUNTY ALUMINUM CAP

Dynamite Boulevard
S89°32'36"E 2645.53'

SHEET 2 OF 2

FS24-0258

	PREPARED FOR Timothy Mesic
	MESIC FINAL PLAT OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
DRAWN BY CHECKED BY FIELD WORK BY	SPK DFK DJK
DATE SEPT., 2024	JOB NO. 22050 MAP NO. E-22050

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-11 (782-5348)
In Maricopa County: (602) 263-1100

Keogh Engineering, Inc.
650 N. 137TH AVE., #110 • GROUNDWATER, ARIZONA 85338
PHONE: (602) 535-7260
EMAIL: keogh@keoghsurveying.com

From: [RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE](#)
To: [Nichole Flores](#)
Cc: [56 FW/CIT Community Initiative](#)
Subject: RE: CR23-0979 Mesic Manor
Date: Monday, November 20, 2023 12:13:21 PM

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Good afternoon Ms. Flores,

Thank you for the opportunity to provide comments on the concept review for Mesic Manor. The site is located on approximately 5.015 acres located at 28851 N. 168th Avenue in Surprise, AZ. The application requests to divide the parcel into four residential lots that will be approximately 1.25 acres each. An existing home currently exists on the site with the proposal to develop three more homes if the lot split is approved. The site is approximately 2.56 miles outside the Luke AFB Aux-1 2004 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. The proposal for the property as stated in the narrative, consisting of 1 du/ac on the property meets the GDC.

As described in the application, this project will not negatively impact the flying operations at Luke AFB. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We also recommend a strong notification program on the part of the applicant to inform any potential occupant(s) about Luke AFB operations.

Respectfully,

Jenn Rahn

Senior Planner, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

-----Original Appointment-----

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Wednesday, November 8, 2023 4:28 PM

To: Alyssa Carpenter; Amanda Lacey; Amy Peterson; Armando Lopez; Carl Montgomery; Chris Tovar; Christina Sexton; Christopher Thomas; Dana Owsiany; Eric Boyles; Gustavo Garcia; Hip Terrazas; Hobie Wingard; Ivan Lopez; Jacob Moreno; James Stewart; Jamie Sullivan; Jani Wertin; Jason Moquin; Jeffrey Murray; Jennifer Sandusky; Johnathan Futch; Joseph Zak; Joshua Vig; Justin Williams; Kathleen Crutchfield; Keith Tanner; Kirsten Hall; Kristin Tytler; Lana Collins; LariBeth Kirkendall; Leslie Carnie; Leticia Hodnett; Lloyd Abrams; Luis Lopez; Maolin Zheng; Marcia Sorensen; Michael Boule; Michael Knihnisky; Michelle Espie; Nuning Lemka; Paul Frie; Randy De La Garza; Ravi Sharma; Ron Dry; Russell Baker; Shirley Phan; Sophie Cole; Stephen Chang; Steven Faraclas; Tanner Wessel; Tierney Farago; Tiffany Copp; Tito Solis; Todd Halverson; Tracie Busby; Tracy Mills; Travis Samuelson; Trever Fleetham; Warren Bert; Zacharia Scott

Cc: 56 FW/CIT Community Initiative; Afshin Ahouraiyan (Flood Control District of Maricopa County); Alex Garza (Maricopa Assoc of Governments); Aspasia Angelou (Nadaburg School District); Barbara J Remondini, Ph.D. (Wickenburg School District); Bryce Christo (bchristo@cityofelmirage.org); Chris Cain (Maricopa Water District); Darren V Gerard (Maricopa County Planning); Debbie Trasancos (Maricopa Water District); Douglas Kirkland (Epcor); Ernest (USPS); Eva Pierce; Gregory McDowell (MCDOT); Ibeth - USPS; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE; Jerome Choy (ADOT); John Willett (City of Buckeye); Jorge Gastelum (City of El Mirage); Judy Lopez - Beardsley Water Company; Kevin Shipman; Leslie - MWD; Mark Frago; Mary Orta - Surprise Chamber; MCDOT (MCDOTPlanning@maricopa.gov); Raoul Sada - Surprise Chamber; Rovell Foggy (Liberty Utilities); Shelby Rios (MWD); Victor.Schaum; Yvonne Aguirre

Subject: [Non-DoD Source] CR23-0979 Mesic Manor

When: Thursday, December 14, 2023 8:45 AM-9:30 AM (UTC-07:00) Arizona.

Where: #Conference Room - CH 1F N1-150 Lobby / Webex Meeting

CR23-0979 Mesic Manor

28851 N 168th Ave

APN: [503-51-132B](#)

SCOPE

To lot split current 5.015-acre parcel into (4) lots of 1.25 acres

QUESTIONS

This is to request another waiver. The 1st one we got approved expired.

-- Do not delete or change any of the following text. --

When it's time, join your Webex meeting here.

Join meeting

More ways to join:

Join from the meeting link

<https://surpriseaz.webex.com/surpriseaz/j.php?MTID=m26889e0220b92cb8aa886b9d498ccd64>

Join by meeting number

Meeting number (access code): 2483 319 8833

Meeting password: 47WdDKwfZJ2

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[+1-602-666-0783..24833198833###](tel:+16026660783.24833198833###) United States Toll (Phoenix)

Join by phone

+1-408-418-9388 United States Toll

+1-602-666-0783 United States Toll (Phoenix)

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Dial [24833198833@surpriseaz.webex.com](tel:24833198833@surpriseaz.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

If you are a host, [click here](#) to view host information.

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FS24-0258

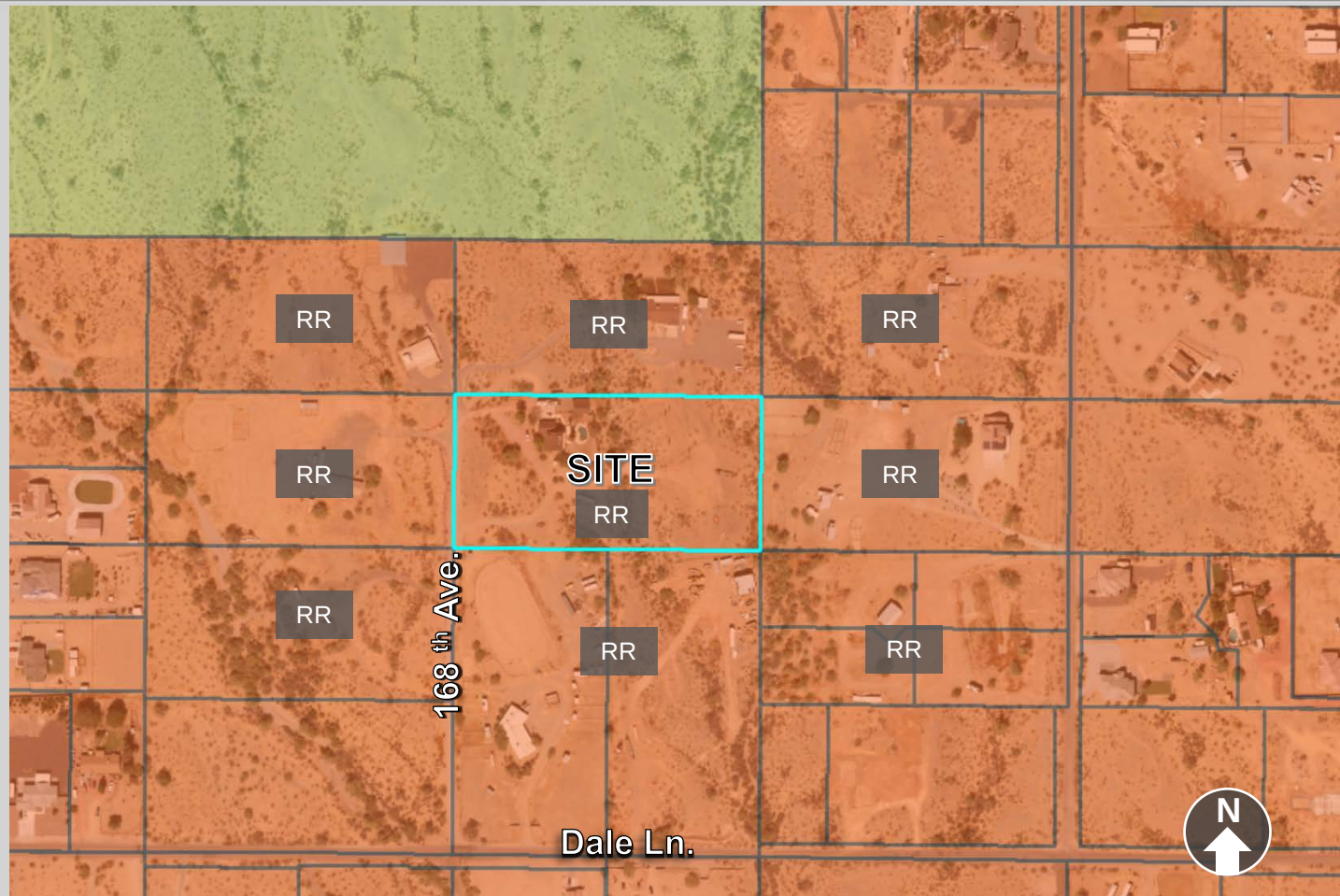
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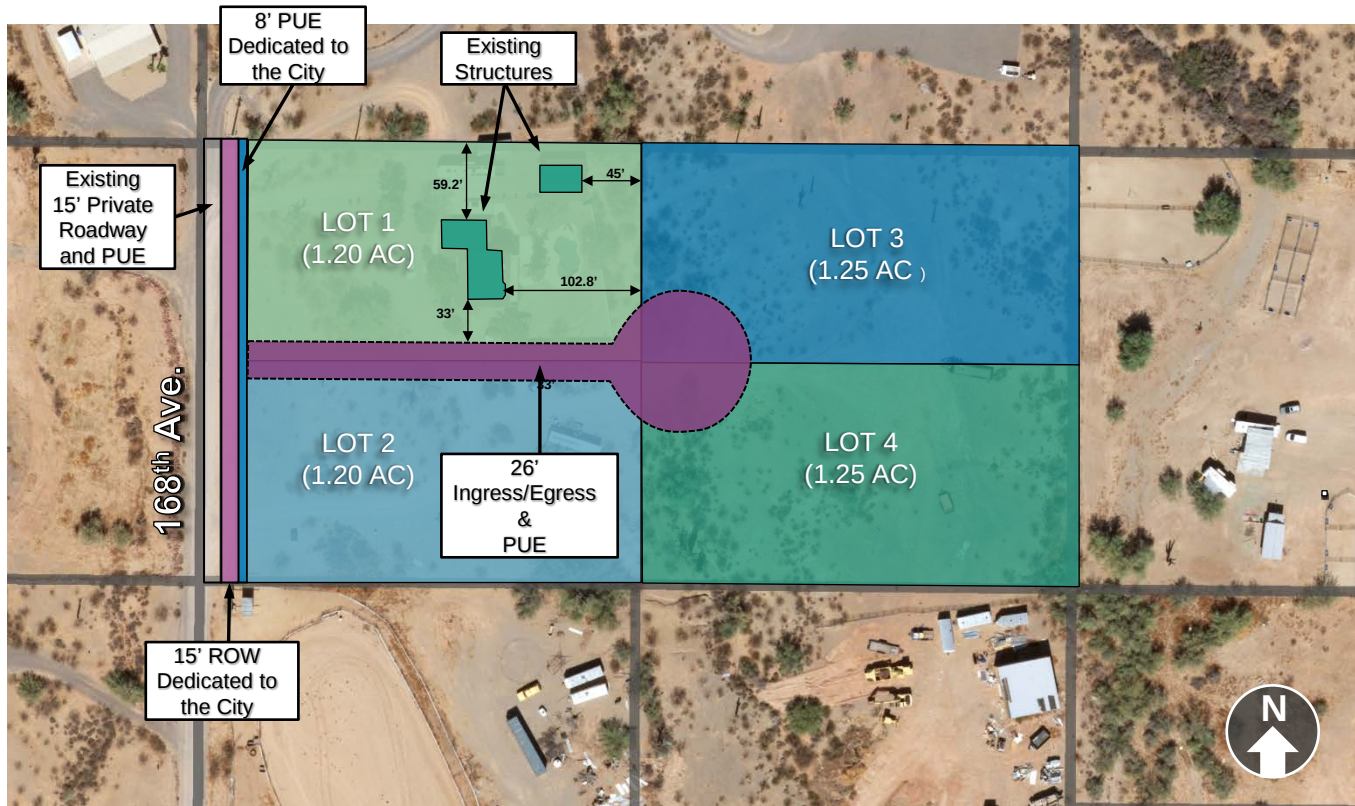
Final Plat

City Council
December 03, 2024

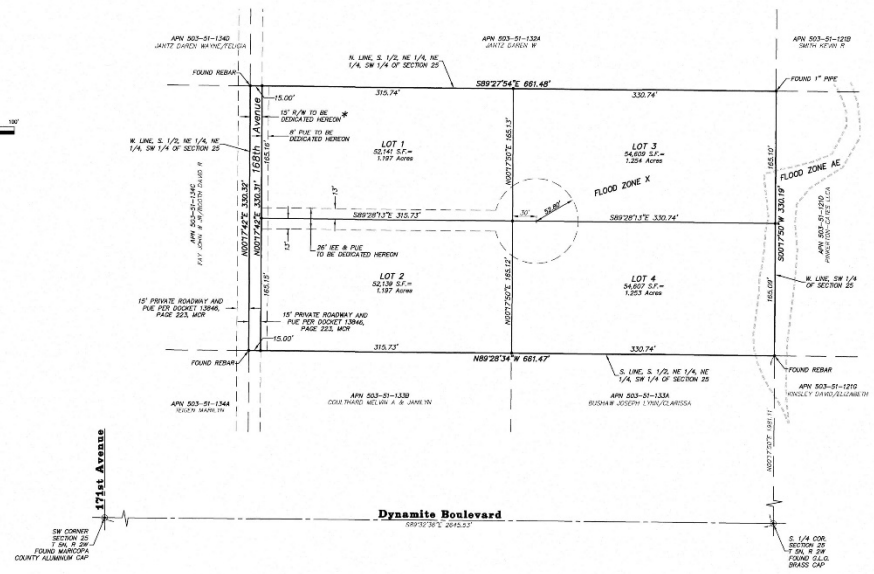
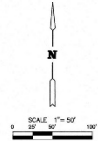


VICINITY MAP





PLAT EXHIBIT



*** NOTE**

FUTURE RIGHT OF WAY WILL BE DESIGNATED AT THE TIME OF ROADWAY AND PUBLIC UTILITY EASEMENT REMOVAL/RELICATION ALONG WITH THE AP'S FILES.

LEGEND

- | | |
|-----|--|
| APN | ASSESSOR'S PARCEL NUMBER |
| ICE | INGRESS AND EGRESS EASEMENT |
| MCR | MANICHOVA COUNTY RECORDS |
| R/W | RIGHT OF WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| S | SURVEY MONUMENT |
| * | PROPERTY BOUNDARY CORNER (DET 1/4" SQUARE WITH ONE LEGSOME UNLESS OTHERWISE NOTED) |
| --- | PROPERTY LINE |
| --- | LOT LINE |
| --- | EASEMENT LINE |
| --- | STREET CENTERLINE |
| --- | ADJACENT LOT OR R/W |
| --- | LIMITS OF FLOOD ZONE |

SHEET 2 OF 2

FS24-0258



PREPARED FOR
Timothy Mesic
MESIC FINAL PLAT
OF
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MEDICAL, MARICOPA COUNTY, ARIZONA



Keogh Engineering, Inc.
100 N. 11TH AVENUE, SUITE 100
PHOENIX, ARIZONA 85006
TEL: 602.258.1111
FAX: 602.258.1112
WWW.KEOGEH.COM

DATE: SEPT., 2024
JOB NO. 22050
SHEET NO. E-22050

FINAL PLAT



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 3, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action amending Resolution #2024-184 abandoning a 15-foot right-of-way for approximately 2,520 foot section of Citrus Road, between Norwich Drive and Pinnacle Peak Road; Amended Resolution #2024-184.

Motion:

I move to approve amending Resolution #2024-184.

Background:

Resolution 2024-184 was previously heard and approved by the Mayor and Council on November 4, 2024. However, after the resolution was recorded, the adjacent property owner informed the City that Courtland Land, LLC no longer exists, and the current adjacent property owners are Austin Ranch, LLC, and Courtland Homes, Inc. Therefore, staff is bringing this item back to correct the ownership information.

On May 16, 1985, Maricopa County recorded the dedication of 55 feet of right-of-way from Mr. Johnson, per Maricopa County Record Document Number 1985-0224282. This dedication encompassed 55 feet along Citrus Road, extending 1,320 feet south from Norwich Drive to the boundary of the "Burke Property Map of Dedication." Subsequently, on May 23, 1978, the City annexed this area under Ordinance Number 87-03. On December 14, 2006, the City Council passed Resolution No. 06-158, approving the "Burke Property Map of Dedication," which dedicated 55 feet of right-of-way along a 1,200-foot section of Citrus Road, north of Pinnacle Peak Road. At that time, the dedication aligned with the Burke Property Planned Area Development (PAD), which designated Citrus Road as an arterial roadway.

On April 18, 2023, the City Council approved a major amendment to the PAD for North Copper Canyon, effectively terminating the Burke Property PAD. As part of this amendment, the City's Transportation Department reclassified Citrus Road as a residential collector, making the previously dedicated 55 feet of right-of-way unnecessary for this road classification.

Objective Analysis:

Approval of the Resolution will allow the applicant the ability to abandon a portion of right-of-way that is no longer needed.

Policy Compliant:

The proposed Amended Resolution is consistent with the Surprise General Plan 2040 and the City of Surprise Land Development Ordinance.

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 staffing levels.

ATTACHMENTS:

1. Amended Resolution#2024-184 Abandonment of a portion of Citrus Rd Correction
 2. Citrus Road Right-of-Way Abandonment - CC 12.03.24
-

AMENDED RESOLUTION #2024-184

AN AMENDED RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, VACATING THE CITY OF SURPRISE'S INTEREST IN A PORTION OF A ROADWAY WITHIN SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST, GENERALLY LOCATED WEST OF GRAND AVENUE.

WHEREAS, on April 23, 1987, the City annexed the area containing the roadway proposed to be vacated via Ordinance 87-03;

WHEREAS, a portion of the roadway proposed to be vacated was dedicated via M.C.R. # 1985-0224282;

WHEREAS, a portion of the roadway proposed to be vacated was dedicated via Book 918 of Maps, page 9 of the Maricopa County Recorder;

WHEREAS, the area proposed to be vacated is approximately .88 acres;

WHEREAS, a portion of the roadway proposed to be vacated is located within North Copper Canyon Village Development;

WHEREAS, the developer of North Copper Canyon Village Development requested the City vacate a portion of roadway;

WHEREAS, City staff has opined that the portion of roadway proposed to be vacated is no longer necessary for City roadway purposes;

WHEREAS, pursuant to A.R.S. § 28-7205, the City Council may vacate a roadway;

WHEREAS, pursuant to A.R.S. § 28-7215(A), City staff has determined that any land adjoining the roadway will not be left without a public or private legal access connecting the land with an established public roadway, but nevertheless hereby expressly reserves herein the roadway rights of ingress and egress for public or emergency vehicles, all property owners, property owner guests and invitees and persons lawfully conducting business on the land;

WHEREAS, pursuant to A.R.S. § 28-7215(B), City staff has determined that the portion of the roadway proposed to be vacated has no public use or no market value, and the adjacent owner(s) and developer of North Copper Canyon Development agrees to and shall assume both the costs of maintaining the public roadway, and all liability associated in any way with and for the public roadway;

WHEREAS, on November 11, 2024, the Mayor and Council of the City of Surprise approved Resolution 2024-184, vacating the City right of way described and depicted in Exhibits A and B, respectively, to Courtland Land, LLC, and

WHEREAS, following the recordation of Resolution 2024-184, the adjacent property owner informed the City that Courtland Land, LLC, no longer exists, and the adjacent property owners are Austin Ranch, LLC, and Courtland Homes, Inc.

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

Section 1. The City of Surprise hereby declares that the portion of roadway legally described in Exhibit A and depicted in Exhibit B (the “Property”), is no longer needed for a public roadway, and that it has no market value to the City.

Section 2. The City of Surprise acknowledges that pursuant to A.R.S. § 28-7205, upon vacating title to the Property, title will vest in Austin Ranch, LLC, and Courtland Homes, Inc.

Section 3. Austin Ranch, LLC, and Courtland Homes, Inc., shall assume both the costs of maintaining the public roadway, and all liability associated in any way with and for the public roadway.

Section 4. The City of Surprise hereby vacates its right, title, and interest in the Property, subject to expressly reserving the rights of ingress and egress for public or emergency vehicles, all property owners, property owner guests and invitees, and persons lawfully conducting business on the land, if any.

Section 5. This Amended Resolution shall be recorded for the purpose of correcting the legal recipient of the abandoned right of way.

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'

LEGAL DESCRIPTION

CITRUS ROAD RIGHT-OF-WAY ABANDONMENT

A parcel of land located within the Southwest quarter of Section 11, Township 4 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 11, being a brass cap, from which the West quarter corner of said Section bears North 00° 30' 06" East a distance of 2,633.84 feet;
Thence North 00° 30' 06" East along the West line of Section 11 a distance of 59.81 feet;
Thence South 89° 29' 54" East a distance of 40.00 feet to the East line of the West 40.00 feet of the Southwest quarter of Section 11 and the **POINT OF BEGINNING**;
Thence North 00° 30' 06" East along said East line a distance of 2503.92 feet to the South line of the North 70.00 feet of the Southwest quarter of Section 11;
Thence South 89° 21' 01" East along said line a distance of 15.00 feet to the East line of the West 55.00 feet of the Southwest quarter of Section 11;
Thence South 00° 30' 06" West along said East line a distance of 2490.95 feet;
Thence South 44° 21' 57" East a distance of 46.78 feet to the North line of the South 40.00 feet of the Southwest quarter of Section 11;
Thence North 89° 14' 01" West along said South line a distance of 28.00 feet;
Thence North 44° 21' 57" West a distance of 28.35 feet to the **POINT OF BEGINNING**.

Containing 38,203 sq. ft.

See attached Exhibit Drawing by reference made part hereto.



Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Phone 602.703.7010

Job No. 19040

EXHIBIT 'B'

Property

EXHIBIT

SHOWING RIGHT-OF-WAY ABANDONMENT
FOR CITRUS ROAD, SECTION 11, T4N, R2W
G&SRBM, MARICOPA COUNTY, ARIZONA

W1/4 COR
SEC 11
T4N, R2W

NORWICH DRIVE

15' R/W ABANDONMENT

ROAD
2633.84'

40'

55'

CITRUS
N00°30'06"E

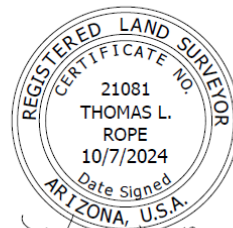
N00°30'06"E

S00°30'06"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°30'06"E	59.81'
L2	S89°29'54"E	40.00'
L3	S89°21'01"E	15.00'
L4	S44°21'57"E	46.78'
L5	N89°14'01"W	28.00'
L6	N44°21'57"W	28.35'



1"=150'



SW COR
SEC 11
T4N, R2W

PINNACLE PEAK

ROAD

S1/4 COR
SEC 11
T4N, R2W



Land Survey Services, PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

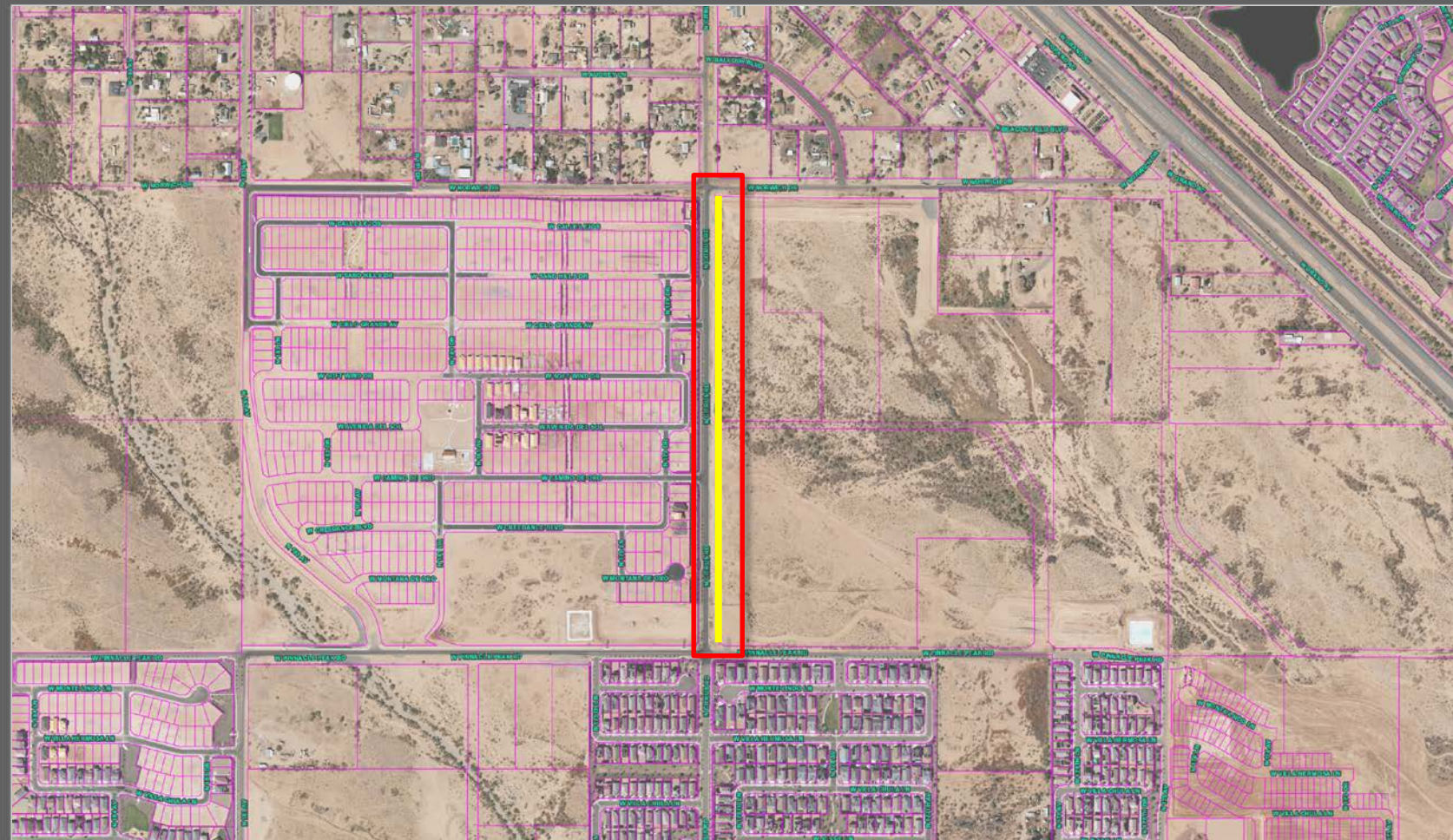
PART OF SW1/4 OF SEC 11, T4N, R2W
G&SRBM, MARICOPA COUNTY, ARIZONA

Phone: 602.703.7010
Date: OCT 2024
Job No.: 19040



Citrus Road Right-of-Way Abandonment Amended Resolution #2024-184

City Council – December 3, 2024



VICINITY MAP

EXHIBIT

SHOWING RIGHT-OF-WAY ABANDONMENT
FOR CITRUS ROAD, SECTION 11, T4N, R2W
G&SRBM, MARICOPA COUNTY, ARIZONA

W1/4 COR
SEC 11
T4N, R2W

NORWICH DRIVE

15' R/W ABANDONMENT

ROAD

2633.84'

2503.92'

2490.95'

40'

55'

CITRUS

N00°30'06"E

N00°30'06"E

S00°30'06"W

L1

L2

L3

L4

L5

L6

SW COR

SEC 11

T4N, R2W

S89°14'01"E

2632.52'

PINNACLE PEAK

ROAD

S1/4 COR

SEC 11

T4N, R2W

LINE TABLE

LINE	BEARING	LENGTH
L1	N00°30'06"E	59.81'
L2	S89°29'54"E	40.00'
L3	S89°21'01"E	15.00'
L4	S44°21'57"E	46.78'
L5	N89°14'01"W	28.00'
L6	N44°21'57"W	28.35'

N

1"=150'



Land Survey Services, PLLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

PART OF SW1/4 OF SEC 11, T4N, R2W
G&SRBM, MARICOPA COUNTY, ARIZONA

Phone: 602.703.7010
Date: OCT 2024
Job No.: 19040

EXHIBIT



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 3, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 4

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

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 315098, requested by Robin Singh Thind, for 7-Eleven #42300A for Series 10 Liquor License. 7-Eleven #42300A is located at 13130 W Bell Rd, Surprise, AZ 85378.

Motion:

I move to recommend approval of application No. 315098 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 10 liquor license for 7-Eleven #42300A is located at 13130 W Bell Rd, Surprise, AZ 85378. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

The application has also been disseminated to the Community Development Department, Finance Department, Surprise Police Department, and Surprise Fire and Medical Department for review. Those departments have submitted memoranda which are attached to this item.

Objective Analysis:

Pursuant to state law, the City Council shall enter an order recommending approval or disapproval within sixty days after the filing of the application and shall file a certified copy of the order with the director. If the City Council recommends approval of the license a hearing before the state Liquor License Board is not required unless the director, the board or any aggrieved party requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval shall be attached to the order and the state Liquor License Board will hold a hearing.

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and

this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. CD - 7-ELEVEN #42300A REPORT
 2. Fire - 7-Eleven #42300A 13130 W Bell liquor license
 3. PD - 7-Eleven
 4. 7-ELEVEN #42300A MAP
 5. Finance - 7-ELEVEN_13130 W Bell Rd
-



COMMUNITY DEVELOPMENT DEPARTMENT

Date: November 20, 2024
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Agent, Robin Singh Thind
7-Eleven #42300A
13130 W. Bell Rd.
Surprise, AZ. 85378**

New Series 10 (New Application – Beer and Wine Store)- Application # 315098

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

1. Peter Piper Pizza #1291 (Series 12) – 12851 W. Bell Rd. #20
2. Portofino West Ristorante (Series 12) – 12851 W. Bell Rd #15
3. 99 Cents Only Store (Series 6) – 12801 W. Bell Rd. (Expired)
4. Runners Sports Bar (Series 6) – 12751 W. Bell Rd. #117
5. Dysart & Santa Fe Food & Gas (Series 10) – 16551 N. Dysart Rd. #123 (Expired)
6. Las Cazuelas (Series 12) – 16551 N. Dysart Rd. #101
7. Red Lobster #6288 (Series 12) – 13709 W. Bell Rd.
8. Olive Garden Italian Restaurant #1627 (Series 12) – 13379 W. Grand Ave.
9. Octane Lounge (Series 6) – 13420 W. Bell Rd. #140 (Expired)

The immediate area is comprised of commercial establishments. The property is zoned C-2 which is consistent with the proposed use.

Commercial growth is expected to grow.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



November 12, 2024

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: 7-Eleven #42300A
13130 W Bell Rd
Surprise, AZ 85378

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. Therefore, fire has no comment on the application at this time.

If you have any questions feel free to contact me.

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

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

DATE: November 25, 2024

Application Number- 315098
New Application – Beer & Wine Store
Series 10
License Number- 010070029745

APPLICANT:

7-Eleven #42300A
13130 W Bell Rd
Surprise, Arizona 85388

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Circle K is a full-service convenience market and gas station that primarily serves patrons of all ages from the surrounding communities.
- 2) ***Effect of vehicular traffic in proximity.***
There should be no effect on vehicular traffic in proximity with the addition of this liquor license. Improvements have been made to Dysart Road, which should help sustain the volume of traffic for the area.
- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
N/A. New construction.
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in proximity.***
The business hours of operation is open 24 hours a day. The area around this location is rapidly growing and changing. There are no businesses in immediate vicinity with a liquor license. There is a brand-new McDonald's just to the east of this 7 Eleven that recently opened. It is open until midnight every day.
- 5) ***Appropriateness of series license requested.***
This series 10 license request is appropriate for this 7 Eleven store.

Submitted by Officer C. E. Tovar #2059

7-ELEVEN #42300A





MEMO

Date:

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From:

RE: Liquor License Application –

Business License Status:

Application link emailed on .

License # , current and valid for .

Applied for license but is still pending and waiting on customer to provide additional information or documents.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 3, 2024
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: District 1

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

Consideration and action to approve a Real Estate Purchase Agreement with Deer Valley & 185th Avenue II, LLC, an Arizona Limited Liability Company, for approximately 27 acres of property located near 185th Avenue & Deer Valley Road.

Motion:

I move to approve the Real Estate Purchase Contract with Deer Valley & 185th Avenue II, LLC for approximately 27 acres of property located near 185th Avenue & Deer Valley Road.

Background:

The 27 acres specified in this agreement will provide the necessary space for a future fire station and any additional resources outlined in the new Public Safety Master Plan. The Police and Fire departments anticipate that this plan will be completed by late 2025. The City has been working with Deer Valley & 185th LLC to secure this land, and the agreed-upon purchase price for the 27 acres is \$5,000,000.00.

Objective Analysis:

The acquisition of this parcel will help meet the future needs of the City's public safety departments, ultimately ensuring the protection of residents in this rapidly growing area.

Policy Compliant:

This request is compliant with all city policies.

Financial Impact:

All activity related to the ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region. The purchase price will be \$5,000,000.00 plus closing costs.

Budget Impact:

The purchase of this land was approved in the FY25 budget under project P34200. No new funds are required to complete this transaction.

FTE Impact:

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

ATTACHMENTS:

1. Purchase Agreement Deer Valley & 185th Avenue Final
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REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”) is entered into effective November __, 2024 (“**Effective Date**”), by and between **Deer Valley & 185th Avenue II, LLC**, an Arizona limited liability company (“**Seller**”), and City of Surprise, AZ, a political subdivision of the State of Arizona, and/or Permitted Assignee (“**Buyer**”, with Seller and Buyer sometimes referred to herein individually as a “**Party**” and collectively as “**Parties**”).

WITNESSETH:

In consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, the Parties agree as follows:

1. **Property to be Conveyed.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions set forth in this Agreement: (a) that real property described on **Exhibit A** attached hereto, together with all easements, rights-of-way, appurtenances and other rights and benefits appurtenant thereto (“**Real Property**”); and (b) all of Seller’s right, title and interest, if any, in and to the following to the extent relating to the Real Property (collectively, “**Personal Property**”, with the Real Property and Personal Property sometimes referred to herein as the “**Property**”): (1) the Property Materials (as herein defined); (2) all licenses, permits and entitlements; (3) all maps, plans, specifications and reports; (4) all transferable warranties, indemnities and guaranties from third parties; and (5) all other governmental documents, permits and approvals.

2. **Purchase Price.**

A. **Purchase Price.** The purchase price (“**Purchase Price**”) for the Property shall be \$5,000,000, payable by Buyer as follows:

(1) \$100,000 as Buyer’s initial earnest money deposit (“**Earnest Money Deposit**”), to be deposited with Escrow Agent within ten (10) days following mutual execution of, and as a condition to formation of, this Agreement;

(2) The remainder (after application of the Earnest Money Deposit) to be deposited with Escrow Agent on or before the Closing.

B. **Payments and Deposits.** Payments by Buyer shall be in cash, wired or other immediately available funds available at Phoenix, Arizona. Escrow Agent is hereby instructed to deposit all payments by Buyer (when and as received, and subject to disbursement thereof pursuant to this Agreement) in a federally-insured money market or similar interest-bearing account titled for this Escrow (*i.e.*, segregated from Escrow Agent’s general funds as well as the funds and deposits attributable to Escrow Agent’s other escrows) and subject to immediate withdrawal (without premium or penalty). If the Escrow closes, the Earnest Money Deposit shall be credited against the Purchase Price at the Closing. If Closing does not occur, then Escrow

Agent shall deliver the Earnest Money Deposit to the party entitled to receive or retain the Earnest Money Deposit pursuant to operation of this Agreement.

3. **The Escrow.** Buyer and Seller shall, upon execution of this Agreement, open an escrow for the transaction evidenced by this Agreement (“**Escrow**”) with Commonwealth Land Title Insurance Company, c/o Tonya Lively, Escrow Officer (“**Escrow Agent**”). The Escrow shall be deemed opened (“**Opening Date**”) when a fully executed copy or original of this Agreement (which may be in electronic format) is deposited with the Escrow Agent; provided, if the Earnest Money Deposit is not timely delivered to Escrow Agent within ten (10) days thereafter, then this Agreement shall be deemed null and void and any Earnest Money Deposit paid by Buyer shall be returned to Buyer. If Escrow Agent is not the same entity as the Title Insurer (as herein defined), Escrow Agent shall cause an insured closing letter issued by Title Insurer to be provided to each of Seller and Buyer within three (3) days following the Opening Date. This Agreement shall constitute escrow instructions to the Escrow Agent; provided: (a) Seller and Buyer shall each execute any additional instructions reasonably requested by Escrow Agent; and (b) in the event of any conflict between the provisions of any such instructions and this Agreement, this Agreement shall control. The Escrow Agent shall give Seller and Buyer written notice of the Opening Date promptly following opening of Escrow.

4. **Property Materials.** Seller has previously made available to Buyer, and Buyer acknowledges receipt of, those documents included on that electronic download site accessed via the link described on **Exhibit B** attached hereto (“**Property Materials**”). Buyer acknowledges: (1) the Property Materials have been produced by others and are being delivered “**AS IS**”, without representation or warranty, express or implied, by Seller; and (2) Buyer shall rely upon its own independent investigations and shall not have any claim against Seller for any errors or omissions in the Property Materials. Provisions of this **Section 4** shall survive Closing.

5. **Contingencies.** The obligations of Buyer under this Agreement are expressly contingent upon satisfaction or waiver of the following contingencies:

A. **Status of Title.** Escrow Agent shall cause Commonwealth Land Title Insurance Company (“**Title Insurer**”) to issue and deliver to Buyer, within ten (10) days following the Opening Date, a commitment for title insurance (extended owner’s coverage) with respect to the Real Property, together with copies of all Schedule B Exception and Requirement documents referenced therein (“**Commitment**”). Buyer shall, within sixty (60) days following the Opening Date (“**Objection Period**”), give Seller and Escrow Agent written notice of any objection of Buyer (“**Objection**”) to any such matters affecting title to the Property (“**Objection Notice**”). In the event Buyer fails to provide said timely Objection, Buyer shall be deemed to have approved all matters affecting title to the Real Property disclosed by the Commitment. If Buyer timely gives an Objection Notice, Seller may, within five (5) days following Buyer’s Objection Notice (“**Seller Response Period**”), notify Buyer and Escrow Agent of its willingness to attempt to cure such Objection (“**Objection Response**”). If Seller gives an Objection Response indicating Seller will attempt to cure the Objection (including the manner of Seller’s proposed cure), then Seller will be obligated to cure such Objection at or prior to Closing in the manner set forth in the Objection Response. If Seller gives an Objection Response indicating it will not attempt to cure such Objection, or does not timely give an Objection Response, Seller will not be obligated to cure such Objection, and Buyer shall have ten (10) days following receipt of Seller’s Objection Response to

terminate this Agreement by providing written notice of said termination to the Escrow Agent and Seller. (“**Buyer Termination Period**”). In the event Buyer fails to timely terminate this Agreement, Buyer will be deemed to have waived such Objection, and Buyer will be deemed to have approved the involved title exception. Except to the extent set forth in an Objection Response, if any, Seller shall have no obligation to cure any Objection. Notwithstanding the foregoing, Seller shall, at or prior to Closing, release the Real Property from the encumbrance of, and Buyer shall not be required to issue an Objection Notice with respect to, any deeds of trust or other monetary liens or encumbrances created by or through Seller (“**Existing Encumbrances**”). The same procedure as set forth above shall apply to any new title exceptions set forth in an amended Commitment (“**Amended Commitment**”), except that: (1) the Objection period shall be five (5) days following receipt of the Amended Commitment, the Seller Response Period shall be three (3) days and the Buyer Termination Period shall be eight (8) days; (2) to the extent an Amended Commitment: (a) deletes any exceptions or requirements from the initial Commitment or any prior Amended Commitment; (b) reflects updates for real estate taxes or similar matters; (c) reflects new exceptions expressly contemplated by this Agreement; or (d) references matters created by or through Buyer; Buyer shall be deemed to have approved such matters and shall not have any Objection rights with respect thereto; and (3) Buyer shall not have any right to terminate this Agreement following expiration of the Feasibility Period for any matters disclosed by any survey (including any survey obtained by Buyer), all of which shall be deemed Permitted Exceptions unless and to the extent Seller agrees to cure same in an Objection Response. All title exceptions set forth in any Commitment or Amended Commitment so approved or deemed approved, or with objection thereto so waived, by Buyer are referred to as “**Permitted Exceptions**”. In addition, Buyer agrees and acknowledges that Seller has entered (or may enter) into an option agreement (the “**Option Agreement**”) pursuant to which Seller will grant an option to a potential landowner in the area to purchase an eighty (80) foot wide easement for an electric transmission line (“**Transmission Easement**”) and a temporary one hundred and fifty (150) foot wide temporary construction easement (“**T.C.E.**”) over and through the Property in the locations generally shown on **Exhibit F** attached hereto. Seller will provide copies of the final versions of the Option Agreement and Transmission Easement to Buyer no later than ten (10) business days prior to expiration of the Feasibility Period and keep Buyer reasonably apprised of the status of the Option Agreement and Transmission Easement. Buyer shall deliver written notice of the approval of the Option Agreement and Transmission Easement on or prior to the expiration of the Feasibility Period and the Parties shall amend this Agreement accordingly to memorialize the foregoing (the “**Easement Amendment**”) and to approve a form of assignment for the Option Agreement and/or the Transmission Easement as applicable (the “**Option Assignment**”). If the Parties fail to enter into the Easement Amendment on or prior to the expiration of the Feasibility Period, then this Agreement shall terminate and the provisions of **Section 5B** below shall apply. Seller shall not make any material modifications to the Option Agreement and/or Transmission Easement after the expiration of the Feasibility Period without first obtaining the prior written approval of Buyer, not to be unreasonably, withheld, conditioned, or delayed. If the Option Agreement is exercised and the Transmission Easement is recorded prior to the Closing, then Seller shall provide a credit to the Purchase Price in favor of Buyer in the amount of the purchase price for the Transmission Easement as disclosed in the Option Agreement. If the Option Agreement has not yet been exercised as of the Closing, then Seller shall assign, and Buyer shall assume, all of Seller’s right, title, obligations, liabilities, and interest, including, without limitation, the right to receive the Option Agreement purchase price, in and to the Option Agreement, to Buyer at the Closing

pursuant to a form of assignment and assumption reasonably acceptable to Seller and Buyer and memorialized via an amendment to this Agreement prior to the expiration of the Feasibility Period. In the event Buyer approves the Option Agreement and the Transmission Easement as drafted between Seller and the potential landowner, any recorded memoranda thereof shall be deemed Permitted Exceptions. The provisions of this Section shall survive the Closing.

B. **Feasibility.** Buyer shall have until a date ninety (90) days following the Opening Date (**"Feasibility Period"**) to investigate and determine whether the Property is suitable for Buyer's purposes, including, without limitation: the Property Materials; Survey; access; availability of water, sewer, and other utilities and services; zoning; environmental condition; financing, economic feasibility; existence and effect of electrical, agricultural, improvement, or other districts or associations; future installments or obligations relating to assessments and improvements liens; and any restrictions or other matters concerning the Property (collectively, **"Feasibility Matters"**). If the Feasibility Matters are acceptable to Buyer (in Buyer's sole and absolute discretion), then Buyer shall deliver written notice of approval thereof (**"Approval Notice"**) to Escrow Agent (with copy to Seller) at or prior to expiration of the Feasibility Period. If Buyer deems any of the Feasibility Matters to be unacceptable, then Buyer may elect to terminate this Agreement by written notice of termination to Seller and Escrow Agent at or prior to expiration of the Feasibility Period. If Buyer fails to timely so deliver the Approval Notice, then Buyer shall be deemed to have elected to terminate this Agreement and the Escrow. Upon Buyer's delivery of the Approval Notice pursuant to this Section 5B, the Earnest Money Deposit shall be non-refundable to Buyer, except upon Seller's default or as otherwise expressly provided in this Agreement.

In the event of timely termination of this Agreement pursuant to this Section 5, then: (1) Escrow Agent shall deliver the Earnest Money Deposit to Buyer; (2) neither Seller nor Buyer shall have any further obligation or responsibility to perform hereunder except for those rights and obligations which this Agreement expressly provides survive termination of this Agreement (**"Surviving Obligations"**); and (3) Buyer shall deliver to Seller: (a) all original Property Materials delivered by Seller to Buyer; and (b) to the extent not previously delivered to Seller, any other reports, maps, surveys, studies or other materials generated by Buyer (without warranty by Buyer but with authorization to the providing contractor for Seller to use same), with respect to the Property, excluding, however, any internal or similar proprietary documents or materials prepared or generated by Buyer (with Buyer's obligations under this Subparagraph (3) being a part of the **"Materials Delivery Obligation"**, as herein defined, and to survive any termination of this Agreement). The contingencies set forth in Sections 5A and 5B are for the sole benefit of and may be waived at any time by Buyer (provided this Agreement has not previously been terminated) in writing to Seller and Escrow Agent. Upon satisfaction or waiver of all contingencies set forth in Section 5, the Earnest Money Deposit shall thereafter be non-refundable to Buyer except in the event of Seller's default under, or as otherwise expressly provided in, this Agreement.

6. **Seller's Representations and Warranties and Covenants.** Seller represents and warrants, with the intention for Buyer to rely on said representations and warranties, that:

A. **Authority.** Seller has full power and authority to enter into and

perform this Agreement in accordance with its terms.

B. **Non-Violation.** Neither the execution of, nor performance by Seller of any provision of, this Agreement breaches or violates any law, agreement or other arrangement by which Seller is bound.

C. **Ownership.** Seller is the owner of the Real Property.

D. **Affiliates.** Certain affiliates of Seller are or may be licensed salespersons or brokers within the State of Arizona or other states.

The foregoing representations and warranties are made as of the Opening Date and, subject to Section 7, as of the Closing Date and shall survive the Closing for a period of twelve (12) months, with Seller's liability thereunder to expire to the extent Buyer has not instituted and served a lawsuit against Seller thereon within twelve (12) months following Closing. The term "to Seller's actual knowledge" or equivalent, as used herein, means the actual (not constructive or imputed) knowledge of Seller, without any investigation or inquiry or any duty to investigate or inquire.

7. **Survival of Representations and Warranties.** With respect to any representations or warranties in this Agreement by Seller ("**Seller's Representations**"): (a) Seller shall promptly notify Buyer of any change therein (a "**Change**") promptly upon Seller becoming aware of any such Change; and (b) Seller shall not have any liability to Buyer, whether prior to, at, or following Closing, for any Change which has been disclosed, in writing to, or which becomes known to, Buyer prior to Closing except to the extent such Change: (1) is or was caused directly or indirectly by Seller; and (2) materially and/or adversely affects the Property or Buyer's decision to acquire, own and/or develop the Property. Whether such Change materially and/or adversely affects the Property or Buyer's decision to acquire, own, and/or develop the Property is a decision to be made by Buyer, within Buyer's reasonable discretion.

8. **Buyer's Representations and Warranties.** Buyer represents and warrants (with the understanding that Seller is relying on such representations and warranties) that:

A. **Authority.** Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms.

B. **Non-Violation.** Neither execution of, nor performance by Buyer of any provision of, this Agreement breaches or violates any law, agreement or other arrangement by which Buyer is bound.

The foregoing representations and warranties are made as of the Opening Date and the Closing Date, and shall survive the Closing.

9. **DISCLAIMER AND RELEASE.**

A. **EXCEPT AS EXPRESSLY SET FORTH IN OR REQUIRED BY THIS AGREEMENT OR IN ANY DOCUMENT OR AGREEMENT DELIVERED**

PURSUANT TO THIS AGREEMENT, SELLER HAS NOT MADE, AND DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OR RELATING TO THE CONDITION, AREA, SUITABILITY FOR ANY PARTICULAR PURPOSE, SUSCEPTIBILITY TO FLOODING, VALUE, MARKETABILITY, ZONING, USE AND OCCUPANCY RESTRICTIONS, THE PRESENCE OF STORAGE TANKS ABOVE OR BELOW THE SURFACE OF THE GROUND, OPERATION, COMPLIANCE WITH ENVIRONMENTAL LAWS AND LAWS RELATING TO HAZARDOUS SUBSTANCES AND TOXIC WASTES AND LEGAL REQUIREMENTS OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY. BUYER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR AGREEMENT DELIVERED PURSUANT TO THIS AGREEMENT, NO SUCH REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE. FURTHER, BUYER AGREES TO TAKE THE PROPERTY "AS IS" AND IN SO AGREEING, BUYER ACKNOWLEDGES AND REPRESENTS THAT IT SHALL INSPECT THE PROPERTY AND MAKE SUCH INVESTIGATION AS IT DEEMS APPROPRIATE INTO THE CONDITION AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE CONDITIONS DESCRIBED ABOVE.

B. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, AS A PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS," AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OR ANY OF THE MATTERS REFERRED TO IN SECTION 9A ABOVE (COLLECTIVELY, "PROPERTY CONDITION"). SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY, AND INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH MIGHT HAVE BEEN DISCOVERABLE, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ALL OTHER EXTANT OR LATER CREATED OR CONCEIVED OF STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, AND ANY CLAIMS UNDER CERCLA. EFFECTIVE UPON THE CLOSING DATE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER, ITS SUCCESSORS AND ASSIGNS, AND ITS EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND

EXPENSES WHICH BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY CONDITIONS OR ANY OTHER ASPECT OF THE PROPERTY. AS PART OF THE PROVISIONS OF THIS SECTION 9, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS.

IN THIS CONNECTION AND TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS SECTION 9. THE PROVISIONS OF THIS SECTION 9 ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER.

C. SELLER HAS GIVEN BUYER MATERIAL CONCESSIONS REGARDING THIS TRANSACTION IN EXCHANGE FOR BUYER AGREEING TO THE PROVISIONS OF THIS SECTION 9. THE TERMS AND PROVISIONS OF THIS SECTION 9 SHALL SURVIVE THE CLOSING PROVIDED FOR HEREIN OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. SELLER AND BUYER HAVE EACH INITIALED THIS SECTION 9 TO FURTHER INDICATE THEIR AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF.

BUYER'S INITIALS

SELLER'S INITIALS

10. **Closing.** The closing and transfer of title (herein referred to as the "Close of Escrow" or the "Closing") shall, contingent upon the satisfaction of the terms and contingencies set forth herein, take place at the offices of the Escrow Agent on or before a date as elected by Buyer in writing delivered to Seller with not less than thirty (30) days' prior written notice (the "Closing Date") but in no event later than ninety (90) days following the expiration of the

Feasibility Period (the “**Outside Closing Date**”). If the Closing does not occur by the Outside Closing Date for any reason other than Seller default, then this Agreement will be deemed automatically terminated, the Earnest Money Deposit will be delivered to Seller, and neither Seller nor Buyer will have any further rights or obligations hereunder except for any obligations that expressly survive termination.

11. **Closing Procedure.** At the Closing:

(a) The Seller shall execute and deliver to Escrow Agent the following (completed as to conform to the transaction evidenced by this Agreement, including: dating as of Closing, names, signature blocks and acknowledgements for the Parties, legal description of the Real Property, and reference to this Agreement): (1) a Special Warranty Deed for recordation at Closing, in the form attached hereto as **Exhibit C (“Deed”)**, (2) the Assignment of Intangibles, in the form attached hereto as **Exhibit D (“Assignment of Intangibles”)**; (3) the Option Assignment as set forth in the Easement Amendment; and (4) a nonforeign affidavit or certificate in Escrow Agent’s customary form;

(b) Buyer shall execute and deliver to Escrow Agent the Assignment of Intangibles and the Option Assignment;

(c) Seller and Buyer shall each: (1) execute and deliver to Escrow Agent (or authorize Escrow Agent to execute, as their agent) an Affidavit of Property Value for this transaction completed as required by Arizona law (“**Affidavit of Value**”); and (2) provide to Escrow Agent appropriate evidence of authority to enter into, execute and perform each and all of their respective obligations under or pursuant to this Agreement and the documents executed in connection herewith; and

(d) Escrow Agent shall: (1) record the Deed and Affidavit of Value in the Recorder’s office in the County where the Real Property is located; (2) cause Title Insurer to issue the Title Policy (as herein defined) effective as of Closing, and deliver the original thereof to Buyer within fourteen (14) days following Closing; (3) deliver originals of the Assignment of Intangibles to Buyer (with copies to Seller); and (4) prepare and deliver to Seller and Buyer a final Settlement Statement, and copies (or originals where available and appropriate) of all documents processed through the Escrow.

12. **Title Insurance.** At the Closing and as a condition to complete Closing, Title Insurer shall be committed to issue to Buyer its standard coverage owner’s policy of title insurance (“**Title Policy**”), in the amount of the Purchase Price, insuring the title to the Real Property in Buyer, subject only to the Permitted Exceptions and the printed exceptions normally contained in Title Insurer’s customary and current form of such policy. Seller shall, at Closing, pay the premium for the Title Policy allocable to standard coverage insurance in the amount of the Purchase Price, with Buyer to pay any additional premium cost and satisfy any additional requirements attributable to any additional “extended” coverage or endorsements requested by Buyer as a part of the Title Policy (“**Upgraded Coverage**”); provided: (a) Buyer will be obligated to satisfy any additional requirements and pay any additional premium cost for Upgraded Coverage; (b) except for Seller’s delivery of a Commercial Owner’s Affidavit in the form of

Exhibit E attached hereto (“**Owner’s Affidavit**”), Seller shall not have any obligation with respect to any Upgraded Coverage; and (c) obtaining Upgraded Coverage shall not in any way be a condition to Buyer’s obligations under this Agreement or Closing.

13. **Closing Costs, Proration of Taxes, Etc.** At the Closing:

A. **Escrow and Related Costs.** All recording costs and Escrow Agent’s Escrow charges shall be paid one-half by each of Seller and Buyer.

B. **Title Premium.** Seller and Buyer shall pay the portions of the premium for the Title Policy as provided in Section 12 above.

C. **Taxes.** Real estate taxes, assessments, improvement districts or similar matters (“**Taxes**” and “**Assessments**”), property owners’ association assessments (if any) and any irrigation assessments shall be prorated as of the Closing (as of 12:01 a.m. on the date of Closing), based upon the latest available information; provided, that: (1) if actual Taxes or Assessments for the assessment period in which Closing occurs differ from the figure on which the proration was based, then either Seller or Buyer shall have the right, by notice to the other, to re-prorate Taxes or Assessments based on the actual Taxes or Assessments figures (by appropriate adjusting payment to be made within ten (10) days following such notice);

The provisions of this Section 13 shall survive Closing.

14. **Inspection.** Seller hereby grants to Buyer and its employees, permittees, consultants, contractors, subcontractors, designees, representatives, and agents, the right to enter upon the Real Property for the purpose of conducting inspections, reviews, environmental assessments examinations, and similar tests and inspections (the “**Inspection Activities**”); provided, that: (a) Inspection Activities shall be carried out in manner not interfering with the activities of Seller or its tenants or licensees (if any) on the Real Property; (b) Inspection Activities involving invasive procedures (including soils borings) shall be carried out only after advance notice to Seller; (c) all Inspection Activities shall be carried out at Buyer’s sole cost and expense; and (d) prior to any entry upon the Real Property by any of Buyer or Buyer’s consultants, engineers, agents or other designees (“**Buyer Entry Parties**”), Buyer shall: (1) cause to be procured and thereafter maintained, through the close of escrow, commercial general liability insurance with a combined single limit of not less than \$1,000,000 and workmen’s compensation insurance (coverage to be primary and on a per occurrence, and not claims made, basis) with respect to the Real Property covering all such actions of Buyer Entry Parties; (2) cause Seller to be named as an additional insured on such policy through the close of escrow; and (3) provide reasonable evidence of such insurance coverage to Seller (including Certificate of Insurance). Buyer hereby agrees: (i) to indemnify and defend Seller against and hold Seller harmless for, from and against any claim, damage (personal or property), liability, cost (including reasonable court costs and attorneys’ fees), loss or injury arising from any such Inspection Activities; and (ii) to reasonably restore the Real Property after completion of any and all Inspection Activities (“**Inspection Indemnity**”). Buyer shall deliver to Seller copies of all surveys, maps, environmental reports, soils reports or similar materials (“**Buyer Materials**”) generated by or for Buyer for the Real Property promptly following Buyer’s receipt thereof (“**Buyer Materials**”).

Delivery Obligation”), and cause any Buyer Materials to be certified in favor of Seller; provided: (A) Buyer makes no warranties with respect to any Buyer Materials, and (B) Buyer Materials shall not include any internal or similar proprietary documents prepared or generated by Buyer. The Inspection Indemnity and Buyer Materials Delivery Obligation shall survive any termination of this Agreement or the Closing.

15. **Risk of Loss; Condemnation.** Between the Effective Date and the Closing, the risk of ownership and loss of the Property shall belong to Seller except to the extent caused by Buyer. In the event of condemnation or other governmental taking including a conveyance in lieu of condemnation (each, a “**Condemnation Taking**”) of, or damage (“**Damage**”) to, all or any material portion of the Property prior to the Closing, then Seller shall give Buyer written notice thereof within ten (10) days after Seller receives written notice of the Condemnation Taking or written notice of, or first has actual knowledge of, a Damage, and Buyer shall then have the right, by written notice given to Seller and Escrow Agent given within ten (10) days after written notice from Seller of such event (“**Election Period**”), to terminate this Agreement, in which event Escrow Agent shall deliver the Earnest Money Deposit to Buyer, and neither Seller nor Buyer shall have any further obligation or responsibility to perform hereunder for Surviving Obligations. In the event Buyer does not so elect to terminate this Agreement, then: (a) the Closing shall occur without reduction in the Purchase Price (with the Deed and any other document to be delivered at Closing to be modified to reflect the effect of any Condemnation Taking or Damage); and (b) Seller shall at Closing assign to Buyer any and all remaining rights of Seller to any awards, compensation, insurance or other proceeds payable as a result of the Condemnation Taking or Damage. In the event Closing is scheduled to occur prior to expiration of the Election Period, the Closing shall be extended to the first Business Day following expiration of the Election Period.

16. **Expenses.** Whether or not the transaction contemplated by this Agreement shall be consummated, each party shall pay its own attorneys’ fees, costs and expenses in connection with the preparation, delivery and consummation of this Agreement and the documents referred to herein and any amendments or supplements thereto.

17. **Default.**

A. **SELLER’S DEFAULT.** IF SELLER AT ANY TIME FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING ANY BREACH OF THE SELLER’S WARRANTIES, REPRESENTATIONS, AND/OR OBLIGATIONS, THEN BUYER MAY AS ITS SOLE RIGHT AND REMEDY EITHER: (I) TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE OF TERMINATION TO SELLER AND ESCROW AGENT, WHEREUPON ESCROW AGENT OR SELLER, AS THE CASE MAY BE, SHALL RETURN TO BUYER THE EARNEST MONEY DEPOSIT PAID, SELLER WILL REIMBURSE BUYER FOR BUYER’S OUT-OF-POCKET COSTS AND EXPENSES INCURRED IN CONNECTION WITH THIS TRANSACTION (“**OUT-OF-POCKET COSTS**”) IN AN AMOUNT NOT TO EXCEED \$100,000.00 WITHIN TWENTY (20) DAYS FOLLOWING RECEIPT OF SUCH NOTICE OF TERMINATION TOGETHER WITH REASONABLE INVOICES AND OTHER DOCUMENTATION FOR SUCH OUT-OF-POCKET COSTS, AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION OR RESPONSIBILITY TO THE

OTHER HEREUNDER EXCEPT FOR SURVIVING OBLIGATIONS; OR (II) BRING AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT PROVIDED SUCH ACTION IS FILED AND SELLER IS SERVED WITHIN SIXTY (60) DAYS FOLLOWING THE ALLEGED DEFAULT BY SELLER, AND BUYER, AS A PART OF AND PREDICATE TO BRINGING SUCH ACTION, TENDERS FULL PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT INTO THE COURT (INCLUDING DELIVERY OF ALL FUNDS AND DOCUMENTS REQUIRED FROM BUYER TO COMPLETE CLOSING); PROVIDED, IN THE EVENT BUYER BRINGS SUCH ACTION FOR SPECIFIC PERFORMANCE BUT IS PRECLUDED BY THE COURT FROM OBTAINING SPECIFIC PERFORMANCE DUE TO THE AFFIRMATIVE ACTION OF SELLER, BUYER MAY BRING AN ACTION FOR ACTUAL (AND IN ANY EVENT NOT PUNITIVE, SPECULATIVE OR CONJECTURAL) DAMAGES (INCLUDING OUT-OF-POCKET COSTS).

B. **BUYER'S DEFAULT.** IF BUYER AT ANY TIME FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT TO BE PERFORMED BY BUYER HEREUNDER AT OR PRIOR TO CLOSING, THEN SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING BUYER AND ESCROW AGENT WRITTEN NOTICE OF TERMINATION, IN WHICH EVENT ESCROW AGENT SHALL IMMEDIATELY PAY TO SELLER THE EARNEST MONEY DEPOSIT AS FULL LIQUIDATED DAMAGES OF SELLER; PROVIDED, THE FOREGOING LIMITATION SHALL NOT APPLY TO, BE IN LIEU OF OR CREDITED TO THE SURVIVING OBLIGATIONS OR OTHER PROVISIONS OF THIS AGREEMENT EXPRESSLY SURVIVING TERMINATION. THE PARTIES ACKNOWLEDGE THAT IT IS IMPOSSIBLE TO MORE PRECISELY ESTIMATE THE SPECIFIC DAMAGE WHICH WOULD BE SUFFERED BY SELLER IN THE EVENT OF A DEFAULT BY BUYER HEREUNDER, AND THEREFORE AGREES THAT SUCH FORFEITURE OF THE EARNEST MONEY DEPOSIT IS AN AGREED AND NEGOTIATED PROVISION FOR LIQUIDATED DAMAGES AND NOT A PENALTY. UPON RECEIPT BY SELLER OF THE FORFEITED EARNEST MONEY DEPOSIT AND EXCEPT AS PROVIDED ABOVE, NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION OR RESPONSIBILITY TO THE OTHER HEREUNDER, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN.

BUYER'S INITIALS

SELLER'S INITIALS

18. **Brokerage.** If and when Closing occurs, Seller shall pay a commission equal to three percent (3%) of the Purchase Price payable to Jones Lang LaSalle representing Buyer and a commission equal to three percent (3%) of the Purchase Price payable to Luke Land Realty, representing Seller ("**Brokers**"), both pursuant to separate agreement. If the sale contemplated by this Agreement is not consummated for any reason whatsoever (including Seller's or Buyer's default), then no commission shall be payable to Brokers. Notwithstanding anything to the contrary in this Agreement or any other agreement, the joinder or consent of Brokers shall

not be required to modify or cancel this Agreement. Broker shall not be deemed a third-party beneficiary of any agreement reached by Buyer and Seller and, if Seller or Buyer defaults under this Agreement, neither Seller nor Buyer shall be obligated to pay all or any portion of the commission, or all or any portion of the Earnest Money Deposit, to the Brokers. Buyer and Seller: (a) each represent and warrant to the other they have not dealt with any other broker, salesperson or finder in connection with the transaction evidenced by this Agreement (“**Brokerage Representation**”); and (b) shall each indemnify, defend and hold the other harmless for, from and against any loss, cost or expense, including, but not limited to, reasonable attorneys’ fees and court costs, resulting from any claim for a fee or commission by any other broker, salesperson or finder claiming by or through the indemnifying party (“**Brokerage Indemnity**”). The Brokerage Representation and Brokerage Indemnity shall each survive the termination of this Agreement or the Closing.

19. **Notices.** Any notice provided for by this Agreement and any other notice or communication which either Party may wish to send to the other may be given by such Party or its counsel, and shall be in writing and shall be deemed delivered: (a) upon personal delivery; (b) two (2) Business Days following deposit in the United States mail, registered or certified, return receipt requested; or (c) one (1) Business Day following delivery to Federal Express or other similar overnight express delivery service in a properly sealed envelope and postage prepaid, in each event addressed to the party for whom such notice of communication is intended, at such party’s address set forth below their signatures to this Agreement or at any other address provided in writing by such party to the other party by notice complying with this Section.

20. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns; provided, that: (a) either Seller or Buyer shall have the right to assign their interests under this Agreement to the extent required to complete an Exchange, as herein defined; (b) Seller shall not assign any of its interests or obligations under this Agreement except in connection with a transfer of the Property (subject to the Agreement) to an assignee together with an assignment and assumption by such assignee of all rights and obligations of Seller under this Agreement; (c) Buyer shall have the right, without Seller’s consent, to assign its rights and obligations under this Agreement to an assignee directly or indirectly owned and controlled by, or under common control with, the initial named Buyer (“**Buyer Affiliate**”); and (d) any other assignment, other than to a Buyer Affiliate, by Buyer shall require the prior written approval of Seller, which may be withheld in Buyer’s sole and absolute discretion. Any assignee of Buyer, as permitted by this Section, is sometimes referred to herein as a “**Permitted Assignee**”.

21. **Confidentiality.** At all times prior to Closing, and to the extent permitted by law, each Party agrees to maintain the confidentiality of this Agreement, and not to disclose the terms hereof other than: (a) to such Party’s officers, trustees, principals, employees, attorneys and contractors, lenders and prospective partners; or (b) as required by applicable law (including but not limited to compliance with legal process).

22. **Attorneys’ Fees.** If any action shall be instituted by either of the Parties hereto for the enforcement of any of its rights or remedies in and under this Agreement (if allowed), the Party in whose favor judgment shall be rendered therein shall be entitled to recover from the

other Party all costs incurred by the prevailing party in said action, including reasonable attorneys' fees fixed by the court, and not by jury.

23. **Time for Performance.** Time is of the essence of this Agreement. Except as expressly provided for herein, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at midnight (Phoenix, Arizona time) on the last day of the applicable time period provided for herein. A "**Business Day**" shall mean any day other than a Saturday, Sunday or holiday recognized by the applicable local municipality in which the Real Property is located. If the time for performance under this Agreement occurs on a day other than a Business Day, the time for performing shall be extended to the next succeeding Business Day.

24. **Entire Agreement; No Oral Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the Property, and supersedes all prior or contemporaneous agreements and understandings of the Parties in connection therewith. No oral agreements or understandings between the Parties, and no oral modifications of this Agreement, shall be binding upon them.

25. **Headings; Counterparts.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

26. **Governing Law and Construction.** This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Arizona, whose courts shall have jurisdiction over any legal proceedings or actions arising out of this Agreement. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings, and any ambiguous or conflicting terms or provisions should not be construed against either Party, regardless of which Party, or Party's agent, drafted the Agreement, term, or provision. Any provision of this Agreement that refers to the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation."

27. **Exchange.** Either Seller or Buyer ("**Accommodator**") shall cooperate with the other ("**Requesting Party**") in effectuating acquisition and disposition of the Property pursuant to a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as and if amended (an "Exchange"), subject to the following limitations:

A. The Requesting Party shall have the right to proceed with an Exchange at any time prior to the Closing Date upon giving the Accommodator advance notice of its desire to have Accommodator participate in the Exchange, together with each and all of the documents to be executed by Accommodator with respect to the Exchange.

B. Neither the Closing, nor consummation of any other aspect of this Agreement, shall in any way be predicated or conditioned on the Exchange or completion thereof.

C. Any documents to be executed by Accommodator in connection with an Exchange shall not cause Accommodator to incur any additional cost, expense or liability in any way or manner (irrespective of whether indemnified against by Requesting Party).

D. The Accommodator does not and shall make any representation or warranty to Requesting Party or any other third party, including state or federal tax authorities that the Exchange will qualify for any particular tax treatment.

E. The Requesting Party agrees to and hereby does indemnify and hold the Accommodator harmless for, from and against any and all liability, damages, or costs, including actual attorneys' fees, incurred or that may be incurred by Accommodator by virtue of Accommodator's participation in the Exchange (with the foregoing to survive Closing).

F. The Exchange shall not in any way limit, terminate or otherwise affect all or any of any party's rights or obligations, under this Agreement.

G. The Accommodator shall not incur any costs as a result of participation in an Exchange.

28. **Exhibits.** All **Exhibits** referenced herein and attached hereto are by this reference incorporated herein.

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto being fully authorized have executed this Agreement to be effective as of the Effective Date.

SELLER:

Deer Valley & 185th Avenue II, LLC,
an Arizona limited liability company

By: Luke Land, Inc.,
an Arizona corporation
Its: Manager

By: _____
David F. Lewis, President

Address:

Deer Valley & 185th Avenue II, LLC
Attn: David F. Lewis
320 W. Lone Cactus Dr, Ste 12
Phoenix, AZ 85027
Telephone: 602.995.7575
Email: david@lukelandrealty.com

With a copy to:

Berens Blonstein PLC
7033 E. Greenway Parkway, Suite 210
Scottsdale, Arizona 85254
Attn: Matthew Berens and Chris Evanoff
Telephone: (480) 624-2777
Email: mberens@berensblonstein.com
cevanoff@berensblonstein.com

BUYER:

By: _____

Its: _____

Address:

Attn: _____

Telephone: (____) ____ - ____

Email: _____

ACCEPTANCE BY ESCROW AGENT

By execution hereof, **COMMONWEALTH LAND TITLE INSURANCE COMPANY** hereby accepts appointment as Escrow Agent in accordance with this Agreement and agrees to administer the Escrow in accordance with the provisions hereof.

**COMMONWEALTH LAND TITLE
INSURANCE COMPANY**

By: _____

Its: _____

Address: Commonwealth Land Title Insurance
Company
Attn: Tonya Lively, Escrow Officer
2390 E. Camelback Rd, Ste 230
Phoenix, Arizona 85016
Telephone: (480) 415-7346
Email: tlively@cltic.com

Date: _____, 2024

List of Exhibits

- A - Depiction of Real Property
- B - Description of Property Materials
- C - Form of Deed
- D - Form of Assignment of Intangibles
- E - Form of Owner's Affidavit
- F - Transmission Line Easement

Exhibit A

Description of Real Property

[Exact legal description to be confirmed by Title Insurer]

Maricopa County APNs: 503-75-004M and 503-75-002C

Exhibit B

Description of Property Materials

Exhibit C
Form of Deed

WHEN RECORDED, RETURN TO:

(FOR RECORDING INFORMATION ONLY)

SPECIAL WARRANTY DEED

FOR TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, Insert Seller's Name ("Grantor"), does hereby sell and convey to Insert Buyer's Name ("Grantee"), the real property situated in _____ Maricopa County, Arizona described on Exhibit A attached hereto and incorporated herein by this reference together with all rights, privileges and easements appurtenant thereto (the "Property").

The Grantor, for itself and its successors, hereby warrants title to the Property as against all acts of Grantor herein and none other, subject only to: (a) all matters of record; and (b) any matters which would be revealed by a proper inspection or survey of the Property.

DATED _____, 202_.

GRANTOR: **[Insert Seller's Signature Block]**

[Insert Acknowledgement for Seller]

Exhibit A
to Special Warranty Deed

Legal Description of Property

[Insert Legal Description of Real Property]

Exhibit D

Form of Assignment of Intangibles

ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT OF INTANGIBLES (“Assignment”) is made and entered into as of _____, 202_ by and between **[Insert Seller Name]** (“**Assignor**”), and **[Insert Buyer Name]** (“**Assignee**”).

RECITALS:

A. Assignee is acquiring from Assignor that certain real property more particularly described on **Exhibit A** attached hereto (“**Property**”), pursuant to that certain Real Estate Purchase Agreement and Escrow Instructions dated **[Insert date of Agreement]**, as and if amended, between Assignor as “Seller” and Assignee as “Buyer” (“**Purchase Agreement**”). Initially capitalized terms used in this Assignment and not otherwise defined shall have the meaning given those terms in the Purchase Agreement.

B. Assignor desires to assign to Assignee all of its right, title and interest, if any, in and to the Personal Property (“**Assigned Interests**”), all upon the terms and conditions set forth herein.

NOW, THEREFORE, in reliance upon the foregoing Recitals, and in consideration of the mutual covenants set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers and delivers to Assignee, and to Assignee’s successors and assigns, all of Assignor’s right, title and interest (if any) in and to the Assigned Interests, “**AS IS**”, and without representation or warranty, express or implied, by Assignor.

2. **Acceptance**. Assignee hereby accepts the foregoing assignment of the Assigned Interests.

3. **Miscellaneous**. This Assignment: (a) shall be construed under and controlled by Arizona law; (b) shall bind and inure to the benefit of the successors and assigns of the parties hereto; and (c) may be executed in counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR: **[Insert Buyer signature block]**

ASSIGNEE: **[Insert Buyer signature block]**

Exhibit A

To Assignment of Intangibles

Legal Description of Property

[Insert legal description for Real Property]

Exhibit E

Form of Commercial Owner's Affidavit

COMMONWELATH LAND TITLE INSURANCE COMPANY

**Commercial Owner's Affidavit
(Escrow No. [Insert Escrow Number])**

The undersigned affiant ("**Affiant**") first being sworn, deposes and says:

1. That Affiant is the owner of certain real property in the State of Arizona described on **Exhibit A** attached hereto and made a part hereof (the "**Property**"), which is the subject of Commonwealth Land Insurance Company ("**Title Insurer**") Escrow No. **[Insert Escrow Number]** (the "**Escrow**").
2. That Affiant provides this Affidavit to Title Insurer for use in connection with the Escrow and issuance of any policy of title insurance in connection therewith.
3. That: (a) Affiant is not a party to any agreement for any, and to Affiant's actual knowledge there are no: (i) construction, repairs, alterations, improvements made, ordered or contracted to be made on or to the Property; (ii) materials ordered for attachment to or use on the Property within the last 150 days which have not been paid for; or (iii) fixtures attached to the Property which have not been paid for in full; and (b) Affiant does not have any actual knowledge of any outstanding or disputed claims for any such work or item involving the Property, except:

That the work of improvement, if any:

- ☐ Started on _____
- ☐ Was completed on _____
- ☐ Will be completed on _____

4. That: (a) to Affiant's actual knowledge there has been no work done on the Property within the last 150 days; and (b) Affiant has not received actual notice of any work to be done, by the city in which the Property is located, or at its direction, including but not limited to the installation of water and sewer lines, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.
5. That Affiant is not a party to any, and to Affiant's actual knowledge there are no outstanding unrecorded leases or agreement affecting the Property. To Affiant's actual knowledge, except for matters as referenced in Schedule B Part Two of Title Insurer's Commitment for Title Insurance No. **[Insert Commitment Number]** dated **[Inert**

Commitment Date as and if amended ("**Commitment**"), no one is in possession of or has access to the Property other than: **(enter N/A if such is true)**

☐ the undersigned

☐ tenants based on month-to-month rental agreements

☐ lessees based on existing leases, copies of which are attached hereto

☐ _____

6. That Affiant is not a party to any, and to Affiant's actual knowledge there are no, outstanding rights of first refusal or options to purchase all of any part of the Property except:

7. That: (a) to Affiant's actual knowledge, there are no unpaid real estate taxes or assessments except as shown on the current tax roll for the Property; and (b) Affiant has not received any supplemental tax bill which is unpaid.
8. That no actions in bankruptcy have been filed by or against the Affiant in any federal court or other court of competent jurisdiction.
9. That: (a) there are no matters pending against the Affiant that could give rise to a lien that would attach to the Property between the most recent effective date of the Commitment and the recording of the interest in the Property to be insured under the Escrow; and (b) other than matters of record as of the date hereof, Affiant has not and will not execute any instrument that would adversely affect the title of interest in the Property to be so insured.
10. That this Affidavit is given for the purpose of inducing Title Insurer and/or its agent to issue its policies of title insurance pursuant to the Escrow which may provide coverage as the matters listed above. Affiant acknowledges it has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGES]**

DATED: _____, 20__.

AFFIANT: **[Insert Seller Signature block]**

[Insert Acknowledgement for Seller]

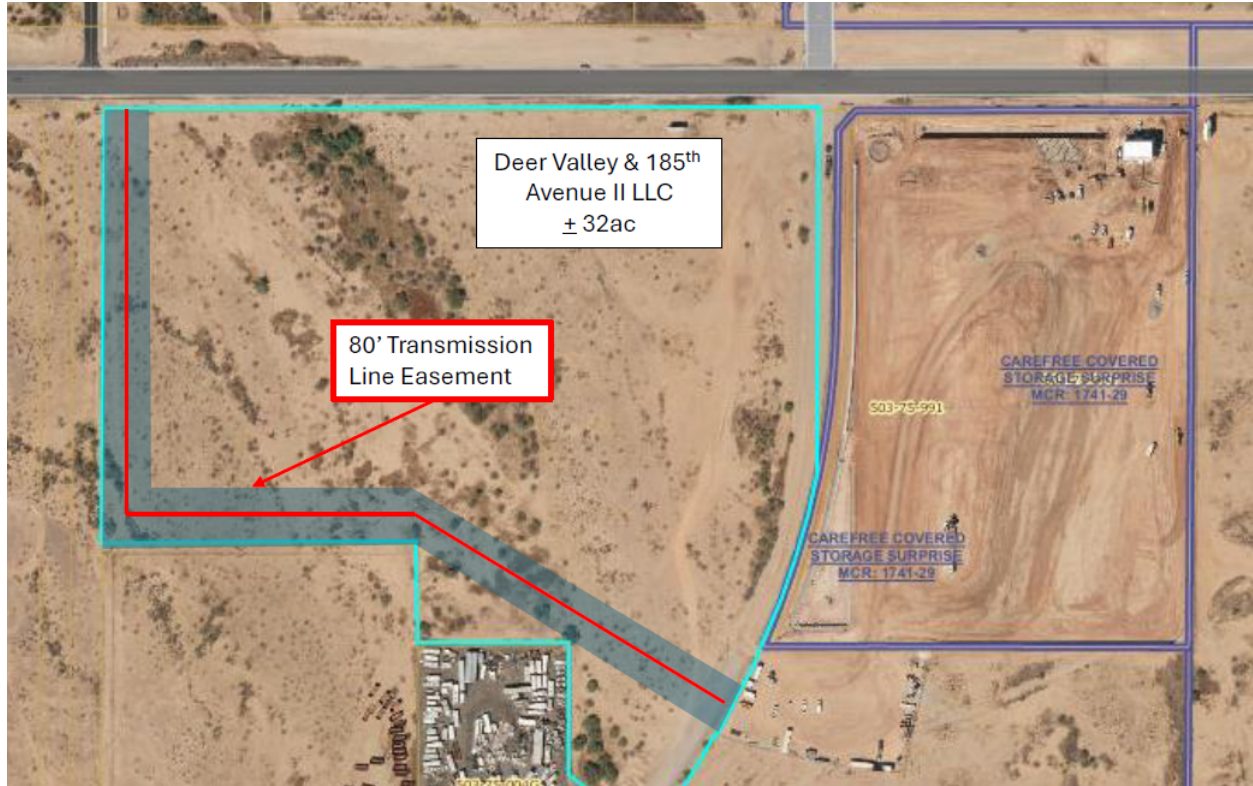
Exhibit A
To Commercial Owner's Affidavit

Legal Description of Property

[Insert legal description for Real Property]

Exhibit F

Transmission Line Easement





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 3, 2024
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: Citywide

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

Presentation and discussion from Maricopa Association of Governments (MAG) pertaining to north Surprise transportation infrastructure.

Motion:

Presentation and discussion only.

Background:

Over the last two years, the City of Surprise has made significant progress with transportation improvements in the north Surprise area including a feasibility study that led to a state appropriation for near-term improvements at Loop 303/US 60 and in the future, more improvements with the passage of Proposition 479 are planned. In addition, last fall, the City of Surprise entered into an agreement with MAG and the City of Peoria for a traffic study of the Grand Avenue corridor from Loop 303 to State Route 74.

Objective Analysis:

The purpose of this presentation is to provide an update of MAG projects and programs.

Policy Compliant:

Projects and programs to MAG is in support of the City Council Strategic Plan and General Plan.

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:
