CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 20, 2025 @ 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

Robotics Group Launch Team 6352 Recognition

National Public Works Week

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 May 5th Special City Council Meeting Minutes, Executive Session Minutes; May 6th, 2025 Regular City Council Meeting Minutes, and Executive Session Minutes.	Kristi Passarelli City Clerk
2.	District 1	Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-GRANDDRVLLY222 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution No. 2025-48.	Kristin Tytler Public Works
3.	Citywide	Consideration and action pertaining to approval of amendments to the FY2026 Comprehensive Financial Management Policies; Resolution #2025-47.	Andrea Davis Finance
4.	Citywide	Consideration and action pertaining to approval of the updated Budget Amendment Policies and Procedures; Resolution #2025-59.	Andrea Davis Sandy Simmons Finance
5.	Citywide	Consideration and action pertaining to approval of a grant renewal amendment with First Things First, accepting grant funding, approving a Fiscal Year 2025 budget amendment moving budget in the amount of $250,000 for Early Childhood Programming, and an addition to the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2025-65.	Jennifer Cornelius Human Svcs and Comm Vitality

6.	District 1	Consideration and Action on accepting a Right of Way for a water line from Arizona State Land Department along 171st Avenue and Patton Road.	Lloyd Abrams Community Development
7.	District 3	Consideration and Action on accepting a Quit Claim Deed for dedication of right of way from Zanjero Trails HOA for right of way at the southwest corner of Perryville and Desert Cove Roads.	Lloyd Abrams Community Development
8.	District 3	Consideration and Action on accepting a Quit Claim Deed for dedication of right of way from Zanjero Trails HOA for right of way at the northwest corner of Perryville and Desert Cove Roads.	Lloyd Abrams Community Development
9.	District 1	Consideration and action pertaining to approval of a Development Agreement between the City of Surprise and Desert Moon 40, LLC, Resolution No. 2025-60.	Lloyd Abrams Community Development
10.	Citywide	Consideration and action pertaining to acceptance of a vehicle donation to support Human Service & Community Vitality Department programs.	Seth Dyson Human Svcs and Comm Vitality
11.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $4,000 to accept an award from the Michael Phelps Foundation; Resolution #2025-68.	Holly Osborn Parks and Recreation

REGULAR AGENDA ITEM - PUBLIC HEARING:

12.	District 1	Consideration and action pertaining to the rezone of approximately 40 acres from Residential Low Density (R-1) to Residential Medium Density (R-2). The proposed rezone is located at the southeast corner of Pinnacle Peak Road and 227th Avenue. Case FS24-0080.	Tanner Wessel Community Development
13.	Citywide	Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to amend the Planned Unit Development (PUD) Overlay code to facilitate development of underutilized, constrained, and challenging sites. Case FS24-1431.	Christina Sexton Community Development
14.	District 5	Consideration and action pertaining to a Rezone from Sierra Verde Planned Area Development (PAD), with an underlying zoning of commercial, to Residential Medium Density (R-2) with a Planned Unit Development (PUD) overlay. Case FS24-0503.	Christina Sexton Community Development

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

15.	District 1	Consideration and action pertaining to authorizing acceptance of an Intergovernmental Agreement with the City of Peoria, approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $350,000 for the design of the Jomax Road Extension Project, and amending the Fiscal Year 2025 Contract Awarding Authority List, Resolution #2025-66.	Eric Boyles Transportation
16.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $15,000 to support the United States Tennis Association (USTA) League National Championships in Surprise; Resolution #2025-58	Kendra Pettis Sports and Tourism

17.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $50,000 and amending the Contract Awarding Authority List to support partnering on two events with Flying E Ranch; Resolution #2025-57.	Kendra Pettis Sports and Tourism
18.	Citywide	Consideration and action pertaining to the award of the Education Subcommittee Youth Scholarship Program.	Seth Dyson Economic Development
19.	Citywide	Transportation Master Plan City Council Kickoff	Eric Boyles Transportation
20.	Citywide	Consideration and action pertaining to approval of an Employment Agreement appointing Jeffrey Murray to the position of City Attorney pursuant to Surprise Municipal Code Section 2-140.	Human Resources

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: Thursday, May 15th, 2025 @ 10:15 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 CLERK@SURPRISEAZ.GOV, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:
Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:
Robotics Group Launch Team 6352 Recognition

Motion:
N/A

Background:
Robotics Group Launch Team 6352 will be recognized for receiving an Impact Award and making it to Nationals to compete against other robotics programs.

Objective Analysis:
N/A

Policy Compliant:
N/A

Financial Impact:
There is no anticipated financial impact related to this item.

Budget Impact:
There is no anticipated budget impact related to this item.
FTE Impact:
This item does not have an impact on current staff levels.

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:
National Public Works Week

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
City Manager sub-text

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Agenda Wording:
Consideration and action to approve the May 5th Special City Council Meeting Minutes, Executive Session Minutes; May 6th, 2025 Regular City Council Meeting Minutes, and Executive Session Minutes.

Motion:
I move to approve the May 5th Special City Council Meeting Minutes, Executive Session Minutes; May 6th, 2025 Regular City Council Meeting Minutes, and Executive Session Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. 050525 Special City Council Meeting Minutes DRAFT
2. 050625 Regular City Council Meeting Minutes DRAFT

CITY OF SURPRISE
Special City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Monday, May 5, 2025 @ 4:30 PM
COUNCIL CHAMBERS OVERFLOW CONFERENCE ROOM

A. Call To Order
Mayor Sartor called the Special Council Meeting of May 5th, 2025 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 Sartor were Vice Mayor Jack Hastings, Council members Chris Judd, Earle Greenberg, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance
Mayor Sartor led in the Pledge of Allegiance.

D. Special City Council Work Session Agenda

1. Internal Interviews for the position of City Attorney
Motion: To Enter into Executive Session
Initiated By: Kevin Sartor
Seconded By: Johnny Melton

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

Executive Session was entered in at 4:33 PM

E. Executive Session

1. Executive Session Items

2. Executive Disclaimer - Part 1

3. Executive Disclaimer - Part 2

4. Executive Disclaimer - Part 3

5. Consideration and action to recess into executive session to discuss and consider final candidates for appointment to the position of City Attorney pursuant to A.R.S. 38-431.03(A)(1).

F. Adjournment
Meeting reconvened at 8:05 PM.

Motion: To Adjourn
Initiated By: Jack Hastings
Seconded By: Patrick Duffy

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle

Greenberg
No: None
Abstain: None

Vote Result: Passed

Kevin D. Sartor, 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 **Monday, May 5, 2025.**

Kristi Passarelli, City Clerk

CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 6, 2025 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Sartor called the Regular Council Meeting of May 6th 2025 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Mayor Sartor led in a moment of silence.

B. Roll Call

In attendance with Mayor Sartor were Vice Mayor Jack Hastings, Council members Chris Judd, Earle Greenberg, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance

City Court Academy participants led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

2. Shadow Ridge Soccer Team State Championship Recognition

Mayor Sartor recognized the Shadow Ridge Soccer Team State Champions.

3. Professional Municipal Clerks Week

Mayor Sartor Proclaimed that it was Municipal Clerk's Week

E. City Manager Report

4. City Manager sub-text

5. Reports

City Manager, Bob Wigenroth, introduced Judge Dominguez. Judge Dominguez presented the participants for the Court Academy as well as talk about the program.

Bob presented Shelby Fenwick. Shelby introduced the Youth Council Members.

Peyton Anthony, Highland Prep

Kenzie Mize, Paradise Honors

F. City Clerk Report

6. Reports

1. Municipal Clerks Week Open House

City Clerk, Kristi Passarelli, talked about Municipal Clerk's Week and the Clerk Open House.

G. Regular City Council Meeting Agenda

7. CONSENT AGENDA:

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

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

2. Consideration and action to approve the April 15th, 2025 Regular City Council Meeting Minute, April 15th, 2025 Work Session Minutes, and April 15th, 2025 Executive Session Minutes.

3. Consideration and action on approving a Water Meter Easement from Marley Park West, LLC, near Litchfield and Waddell Roads.

4. Consideration and action on accepting a transfer of right of way from Arizona State Land Department for the area of Patton Road and 195th Avenue.

5. Consideration and Action on accepting a Quit Claim Deed for dedication of right of way from Dysart Unified School District for right of way at Parkview Place north of Greenway Road.

6. Consideration and Action on accepting a Quit Claim Deed for dedication of right of way from Dysart Unified School District for right of way for the southeast corner of Perryville and Desert Cove Roads.

7. Consideration and action pertaining to accepting additional funding from the Area Agency on Aging related to Contract 2025-36-SUR, and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $9,700 for the purchase of kitchen equipment for the City of Surprise Senior Center Congregate Meal Program; Resolution #2025-50.

8. Consideration and action pertaining to the approval of the Memorandum of Understanding between Maricopa County and the City of Surprise to complete facility improvements to the Surprise Community & Resource Center; Resolution 2025-49.

9. Consideration and action pertaining to authorizing acceptance of a grant award from the Governor's Office of Highway Safety and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $6,000 for overtime expenses. Resolution 2025-44; RFLS 9979.

10. Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $500,000 from General Contingency to the Tourism Fund for the purpose of securing entertainment for the FY26 Out of the Park Music Fest; Resolution #2025-56.

8. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

11. Consideration and action pertaining to the reappointment of Louis Frank Dominguez to the position of Presiding Judge of the Surprise Municipal Court; Resolution #2025-54.

Mayor Sartor thanked the Judge for his efforts.

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

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

12. Consideration and action pertaining to the reappointment of Catherine Ann Gaudreau to the position of Associate Judge of the Surprise Municipal Court; Resolution #2025-55.

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

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

13. Consideration and action pertaining to the Second Amendment to the 2009 Intergovernmental Agreement for Water Service by the City of El Mirage to the City of Surprise within the Surprise Original Townsite. Resolution #2025-43.

Water Director, Michael Boule, came to present this item. He talked about the Intergovernmental Agreement Timeline, Second Amendment Items, and Water Recharge Fee.

Councilmember Melton, talked about his experience with the recharge fee, and the efforts that City staff took to come up with this solution.

Councilmember Judd, asked about the unique water recharge fee and asked how many other utilities have this same fee? Michael said there aren't any that he knows of. Councilmember Judd asked why other utilities don't charge this fee? Michael said that the city would need to require resources or rights that they would make that into their utility rate study which they would bring to the City Council. Councilmember Judd asked what third party utility companies would do if they wanted to change their rates? Michael said they would go to the Arizona Corporation Commission. Michael said that El Mirage brought their rates to their council in 2011. Councilmember Judd said he wanted to see a more long term solution. He asked Bob to seek out a better solution in the future.

Vice-Mayor Hastings, talked about the impact that local government has in daily life.

Mayor Sartor, talked about the efforts of Councilmember Melton and staff to address this issue.

Surprise Resident, Rachel Villanueva, came to talk about this issue and how important it is and the impact it will have in the Original Town Site.

Surprise Resident, Sherry Aguilar, came to thank everyone for their help as well.

Motion: To Approve
Initiated By: Johnny Melton

Seconded By: Nick Haney

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

14. Consideration and action pertaining to approval of a Cell Tower Lease Agreement at the Rancho Mercado Water Supply Facility; Resolution #2025-53.

Brad Mechan, came to present this item. He talked about the Location, Proposed Layout, and Terms.

Councilmember Haney, talked about importance of wireless communication and history of the towers coming into the City. He asked how many additional towers are coming up in District one? Brad said there were plans for 6 potential sites in district one. He thanked staff for all their efforts.

Councilmember Greenberg, asked about potential litigation with Cingular and where the City would go for that? Jeff said it would be with Council.

Vice-Mayor Hastings, talked about the history of this project. He asked about plans for Bell Road? Brad said it would alleviate some pressure on existing towers. Vice-Mayor Hastings talked about wanting to see future development.

Mayor Sartor, thanked everyone for their help on this item and future cell tower growth.

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

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

15. Consideration and action pertaining to adoption of the tentative expenditure limitation budget for FY2026; directing publication of said tentative budget; and setting a public hearing for June 3, 2025, at 6:00pm at the City of Surprise Council Chambers, 16000 N. Civic Center Plaza, Surprise, Arizona; Resolution #2025-51.

Chief Financial Officer, Andrea Davis, and Assistant Finance Director, Sany Simmons; came to present this item. Andrea talked about the Tentative Budget for FY26. Sandy talked about the Budget Process, Budget Summary, Citywide Revenues, General Fund Revenues, Local Sales Tax Break Down, Primary Property Tax Break Down, Citywide Budget, Citywide Expenses, Operating Expenses by Fund Type, Expenses by Category, and Expenses by Function.

Councilmember Judd, asked about Public Safety and the percentage Public Safety takes up. Andrea talked about the actual numbers that make up the percentages.

Vice-Mayor Hastings, asked about the general fund and what determines the size of it? Andrea said the general fund is largely dependent on revenue. He talked about the importance of how they prioritize the money in line with the Council's priority.

Sandy went on to compare the expenditures to other cities.

Mayor Sartor asked the difference between Surprise and other cities for expenditures? Andrea said it depends on revenue.

Councilmember Judd asked about the tax burden per resident? Andrea said it could equate to the tax burden.

Sandy talked about the number of FTE's per 1k residents. Andrea talked about the cost of outside services.

Councilmember Haney, talked about where tax payer money goes. He said the largest portion goes to public safety, and the investment the City makes into that.

Councilmember Judd, asked about the property tax break down, and how he liked the break down.

Councilmember Greenberg, wanted to reiterate that Surprise does not collect sales tax on food.

Mayor Sartor, Thanked staff for their efforts on this item and making the presentation easy to understand.

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

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

16. Presentation and discussion pertaining to annual updates to the City's financial policies.

Andrea Davis, talked about Policy Updates, Comprehensive Financial Management Policies, Recommended Policy Changes, Budget and Amendment Policies.

Vice-Mayor Hastings, said he expects the government to be transparent but efficient. He asked if we look at what other cities do? Andrea said the majority of other cities are consistent.

9. REGULAR AGENDA ITEM - PUBLIC HEARING:

17. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 338164, requested by Jeffrey Craig Miller, for Aldi #169 for Series 10 Liquor License. Aldi #169 is located at 17038 W Waddell Rd, Surprise, AZ 85388.

Motion: To Approve
Initiated By: Patrick Duffy
Seconded By: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

18. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 338190, requested by Jeffrey Craig Miller, for Aldi #175 for New Series 10 Liquor Application. Aldi #175 is located at 13723 W Bell Rd Surprise, AZ 85374.

    Motion: To Approve
    Initiated By: Johnny Melton
    Seconded By: Jack Hastings

    Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
    No: None
    Abstain: None

    Vote Result: Passed

19. Consideration and action pertaining to a rezone of approximately 7.9 acres from Business Park (BP) to Light Industrial (I-1) on a site generally located south of the southwest corner of Litchfield Road and Cactus Road. Case FS24-1195.

    Leslie Carnie, came to present this item. She talked about the Vicinity Map, Zoning Map, Proposed Zoning, General Plan, Development Standards, Neighborhood Meeting, and Recommendation.

    Councilmember Judd, asked about the location in proximity to residential and how did it become different? Leslie said it was never a part of the local residential. He asked about the height being brought down and it makes it the same as everything else? Leslie confirmed it does.

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

    Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
    No: None
    Abstain: None

    Vote Result: Passed

20. Consideration and action pertaining to candidates for appointment to the position of City Attorney.

    Motion: To Enter Executive Session.
    Initiated By: Chris Judd
    Seconded By: Jack Hastings

    Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
    No: None
    Abstain: None

    Vote Result: Passed

    Meeting went into executive session at 7:30 PM

    Meeting reconvened at 8:04 PM

Council went to executive session at 8:04 PM

Motion: Judd, Second, Jack

H. Call To The Public

I. Other Business and Future Agenda Items

Meeting Reconvened at 8:23 PM

Vice-Mayor Hastings, asked about having changes to business license and discussions about the process. Councilmember Haney seconded.

J. City Council Reports

K. Executive Session

10. Executive Session Items

11. Executive Disclaimer - Part 1

12. Executive Disclaimer - Part 2

13. Executive Disclaimer - Part 3

21. Consideration and action to recess into executive session to discuss and consider final candidates for appointment to the position of City Attorney pursuant to A.R.S. 38-431.03(A)(1).

22. Recess into executive session pursuant to A.R.S. § 38-461.03(A)(3)(4) for the purpose of receiving legal advice regarding eminent domain and considering its position in contemplated litigation and potential settlement discussions.

L. Adjournment

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

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

Meeting Adjourned at 8:24 PM

Kevin D. Sartor, Mayor

ATTEST:

_____
Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, May 6, 2025.**

_____
Kristi Passarelli, City Clerk

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025
Submitting Department: Public Works
Staff Recommendations:

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

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

Agenda Wording:
Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-GRANDDRVLLY222 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution No. 2025-48.

Motion:
I move to approve Resolution No. 2025-48.

Background:
The City has verified that the Petition for the proposed street light improvement district contains the signatures of all the real property owners in the district, exclusive of mortgagees and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefits and the expenses of the district will be paid for by the levy and collection of ad valorem taxes based upon the assessed value of all property in the District.

Objective Analysis:
A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the SOUTHWEST GAS development.

Policy Compliant:
The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to ensure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:
Once the SLID is illuminated, the City will begin levying the SLID to cover SLID expenses. At the current time, the SLID is not incurring any expense because the SLID lights have not been illuminated. Therefore, there is no current financial impact.

Budget Impact:
Since the SLID is not illuminated, there is no revenue or expense budgeted in FY2025 nor are there budgets planned for FY2026 for the SLID. If the SLID is illuminated in FY2025 or FY2026, expenses will be charged to the SLID and recouped with a future levy. A separate fund for this district will be created to track the revenue and expenses.

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

ATTACHMENTS:
1. 01 RES 2025-48 SLID Southwest Gas
2. 02 SLID Petition 4-23-25
3. 03 Street Light Plans
4. 04 Council Map

RESOLUTION # 2025-48

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA, DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-GRANDDRVLLY222 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of A.R.S. §§ 48-615(A) and 48-617(A), have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in Exhibit A (such area hereinafter referred to as the "District") with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of A.R.S. § 48-576 giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of A.R.S. § 48-581 without the necessity of the publications or posting of this Resolution provided for in A.R.S. § 48-578;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District; and

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of A.R.S. § 48-576 and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of A.R.S. § 48-581 without the necessity of publications and posting of this Resolution as provided for in A.R.S. § 48-578.

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

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-GRANDDRVLLY222 LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and A.R.S. § 48-616.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvements as so described above.

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "CITY OF SURPRISE, ARIZONA, SU-GRANDDRVLLY222 LIGHTING IMPROVEMENT DISTRICT" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets or equivalent of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the District, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of A.R.S. §§ 42-17101, *et seq.*; and 42-17152. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy, and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under A.R.S. § 48-616.

Section 8. The District shall not be authorized to issue bonds, and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents ($1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not engage in any activity other than as provided in A.R.S. § 48-616, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this_____day of _____2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

EXHIBIT A

Legal Description

EXHIBIT "A" - SLID LEGAL DESCRIPTION EXHIBIT

THAT PORTION OF. SECTION 13, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 13;

THENCE NORTH" 89° 32' 29" EAST, ALONG THE NORTH LINE OF SECTION 13, A DISTANCE OF 503.48 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. ROUTE NO. 60, 70, 89;

THENCE SOUTH 47° 37' 41" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 631.62;

THENCE SOUTH 43" 22' 19" WEST, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 46° 37' 41" EAST, A DISTANCE OF 1370.28 FEET;

THENCE SOUTH 43° 22' 19" WEST, A DISTANCE OF 272.50 FEET;

THENCE NORTH 46° 37' 41" WEST, A DISTANCE OF 1370.28 FEET;

THENCE NORTH 43° 22' 19" EAST, A DISTANCE OF 272.50 FEET TO THE POINT OF BEGINNING;

Bowman
305 E. 4th Street
Safford, Arizona 85546
Phone: (928) 428-3898
www.bowman.com

SOUTHWEST GAS CORPORATION
SURPRISE OPERATION CENTER

JOB #	051568-01-001
DATE	1/25/2024
SCALE	N.T.S.
DRAWN	CF

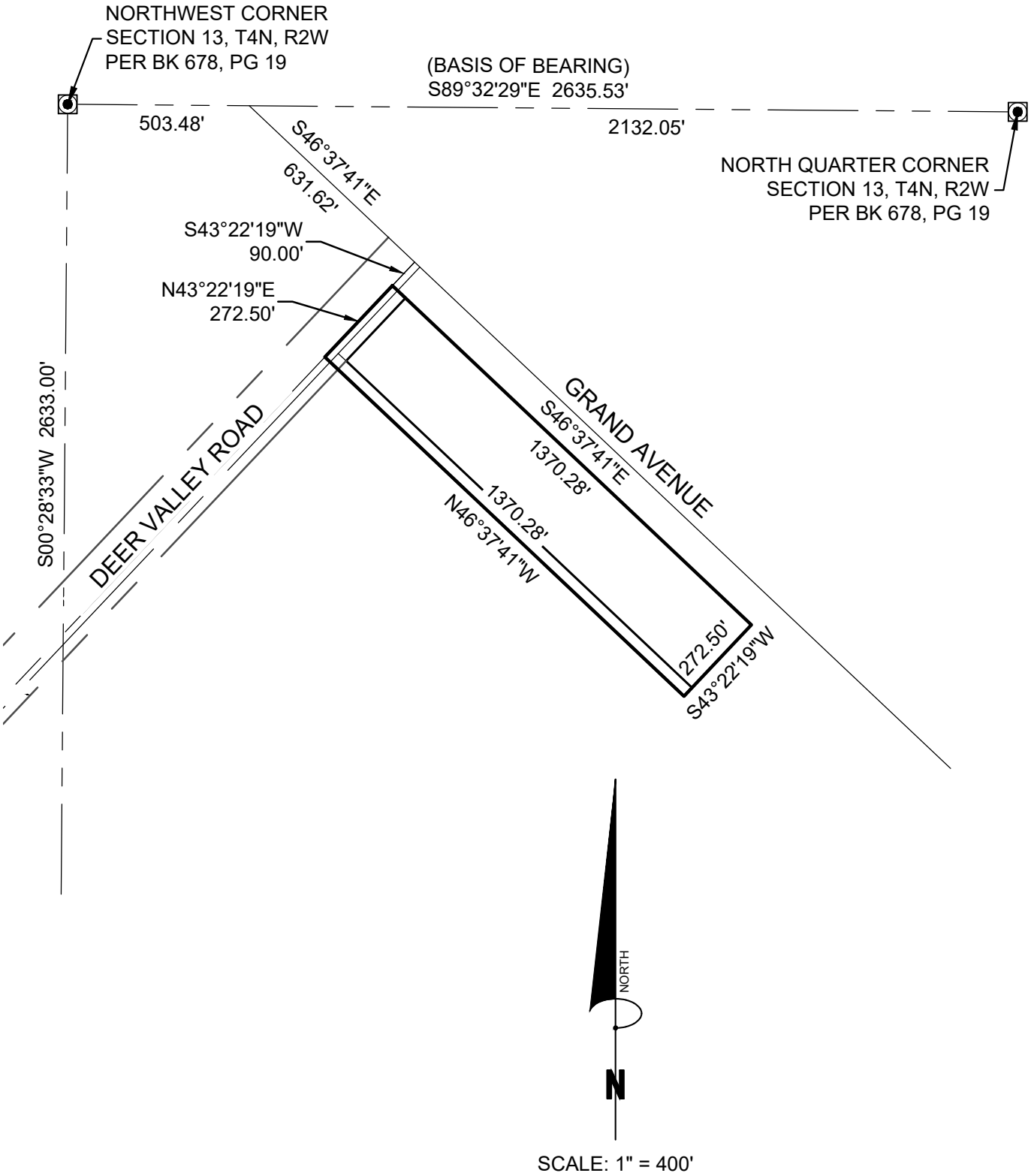
SHT 1 OF 1

CAD FILE NAME: V:\051568 – SWG Surprise Ops Center\051568–01–001 (eng)\engineering\Submittals\Surprise\Exhibit B.dwg 01/25/2024

EXHIBIT B

Map

EXHIBIT "B" - SLID METES & BOUNDS EXHIBIT



SCALE: 1" = 400'

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305 E. 4th Street
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CAD FILE NAME: V:\051568 – SWG Surprise Ops Center\051568–01–001 (eng)\engineering\Submittals\Surprise\Exhibit B.dwg 01/25/2024

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, within the district named below. We petition the City Council of the City of Surprise, Arizona, to establish a street light improvement district under Arizona Revised Statutes (A.R.S.) §48-571 to 48-622, and any amendments, and specifically A.R.S. §48-615 to 48-617, to purchase electricity for lighting the public streets and/or parks within the district whose boundaries and area is described in Exhibits A and B attached hereto. This petition includes a charge for maintaining the lighting facilities.

It is hereby requested that, in compliance with the Arizona Revised Statutes, the City Council adopt a Resolution of Intention to order the proposed improvements, and that unless protests are received pursuant to A.R.S. §48-579 sufficient to bar further proceedings, the City Council proceed with the improvements petitioned for herein.

Expenses of the District (**PICK ONE)**

● shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District

○ shall be paid by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District.

Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed by the City and as approved by Arizona Public Service and the City Engineer.

WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

The name of the proposed street light improvements district shall be:
SU-GRANDDRVLLY222
(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Southwest Gas Corp / Brian Knapp		Previous number ~~503-73-161~~	
Southwest Gas Corp / Brian Knapp		Previous number ~~503-73-162~~	
		New number 503-73-162B	
			Shahid Azmat Manager Facilities Construction

ELECTRICAL GENERAL NOTES

1. THE DRAWINGS REPRESENT THE GENERAL ARRANGEMENT AND LOCATIONS OF THE ELECTRICAL WORK. DATA PRESENTED ON THESE DRAWINGS ARE AS ACCURATE AS PLANNING CAN DETERMINE, BUT FIELD VERIFICATION OF ALL DIMENSIONS, LOCATIONS, LEVELS, ETC., TO SUIT FIELD CONDITIONS IS REQUIRED.

2. REVIEW ALL ARCHITECTURAL, STRUCTURAL, AND MECHANICAL DRAWINGS AND ADJUST ALL WORK TO MEET THE REQUIREMENTS OF CONDITIONS SHOWN. THE ARCHITECTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER ALL OTHER DRAWINGS. DISCREPANCIES BETWEEN DIFFERENT PLANS, OR BETWEEN DRAWINGS AND OR REGULATIONS AND CODES GOVERNING THE INSTALLATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING BEFORE THE DATE OF BID OPENING. IF DISCREPANCIES ARE NOT REPORTED, THE CONTRACTOR SHALL BID THE GREATER QUANTITY OR BETTER QUALITY, AND APPROPRIATE ADJUSTMENTS WILL BE MADE AFTER CONTRACT AWARD.

3. THE DRAWINGS DO NOT INDICATE THE ACTUAL METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SUPERVISING AND DIRECTING ALL CONSTRUCTION WORK, MEANS, METHODS, TECHNIQUES, AND SEQUENCES.

4. ALL EXISTING JOB SITE CONDITIONS, DIMENSIONS, AND SERVICE REQUIREMENTS SHALL BE VERIFIED BY THE CONTRACTOR BEFORE START OF CONSTRUCTION AND/OR FABRICATION OF MATERIALS. ANY DISCREPANCIES ENCOUNTERED SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD FOR CLARIFICATION.

5. CONTRACTOR TO ADJUST LOCATIONS OF WALL OUTLETS BOXES SHOWN ON DRAWINGS FOR RECEPTACLES, SWITCHES, AND FIRE ALARM DEVICES, ETC. TO ACCOMODATE FURNITURE, SHELVING AND STACKING AS SHOWN ON THE ARCHITECTURAL DRAWINGS. IN ALL CASES, SWITCHES CONTROLLING LIGHTING ARE TO BE LOCATED ON THE STRIKE SIDE OF DOORS. LOCATION INDICATED FOR SWITCHES AND OUTLETS ARE APPROXIMATE. OWNER MAY MAKE MINOR RELOCATIONS AT NO ADDITIONAL CHARGE.

6. CONTRACTOR SHALL COORDINATE WITH ALL TRADES AND WORKMEN THE CLOSURE, PATCH, REPAIR OR REPLACEMENT OF ALL OPENINGS WHERE ITEMS HAVE BEEN REMOVED OR OPENED AS REQUIRED TO COMPLETE NEW WORK.

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), GOVERNMENT LAWS, ORDINANCES, RULES AND REGULATIONS, AMENDMENTS ADOPTED BY THE LOCAL AUTHORITY, FEDERAL, STATE, AND LOCAL CODES HAVING JURISDICTION, AND LOCAL FIRE MARSHALL. IN THE EVENT OF CONFLICT BETWEEN THE ABOVE AUTHORITIES AND THESE CONSTRUCTION DOCUMENTS, THE MOST RESTRICTIVE SHALL GOVERN.

8. ALL WORK SHALL BE DONE IN THE BEST POSSIBLE MANNER AND WORKMANSHIP BASE ON STANDARD CONSTRUCTION PRACTICES.

9. CONTRACTOR SHALL INCLUDE IN THEIR BID ALL WORK REQUIRED TO CONNECT TO ALL SERVICE UTILITIES. CONTRACTOR SHALL VERIFY LOCATION AND INSTALLATION SHALL CONFORM TO ALL SPECIFICATIONS REQUIRED BY LOCAL UTILITIES.

10. ELECTRICAL CONTRACTOR TO FURNISH AND INSTALL A COMPLETELY WIRED AND OPERATIONAL ELECTRICAL SYSTEM AND PROVIDE ALL NECESSARY FINAL CONNECTIONS TO ALL EQUIPMENT.

11. CONDUIT ROUTING SHOWN ON DRAWINGS ARE DIAGRAMMATIC ONLY. EXACT ROUTING OF CONDUIT SHALL BE DETERMINED BY THE CONTRACTOR, ANY ADDITIONAL COST REQUIRED BY THE ROUTING OF ADDITIONAL CONDUITS SHALL BE INCURRED BY THE ELECTRICAL CONTRACTOR.

12. ALL EQUIPMENT AND MATERIALS FURNISHED, DELIVERED, AND INSTALLED SHALL BE NEW, IN PERFECT CONDITION, IN UNOPENED MANUFACTURER'S ORIGINAL CONTAINERS, AND OF THE HIGHEST QUALITY. STANDARD PRODUCTS SHALL BE FROM MANUFACTURERS REGULARLY ENGAGED IN THE PRODUCTION OF SUCH EQUIPMENT AND MATERIALS, AND SHALL BE OF THE LATEST STANDARD DESIGN. MATERIAL AND EQUIPMENT SHALL BEAR APPROVAL BY U.L. LISTING AND OTHER APPROPRIATE AGENCIES.

13. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF ALL FIRE–RATED WALLS, CEILING AND ROOF ASSEMBLIES PENETRATED. ALL CORING, CUTTING, PATCHING, AND REFINISHING OF WALLS, SURFACES AND OPENINGS PENETRATED OR AFFECTED BY HIS INSTALLATION SHALL BE SEALED WITH U.L. LISTED SEALANT AT ALL PENETRATIONS. FURNISH AND INSTALL APPROVED EXPANSION FITTING WHERE RACEWAY CROSSES AN EXPANSION JOINT. HOWEVER, NO CUTTING AND/OR PENETRATION OF WORK OF OTHER TRADES OR OF ANY STRUCTURAL MEMBER SHALL BE DONE WITHOUT THE CONSENT OF THE ARCHITECT.

14. ELECTRICAL CONTRACTOR SHALL PROVIDE TEMPORARY POWER AND ADEQUATE LIGHTING AS REQUIRED.

15. SEE MECHANICAL AND PLUMBING DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL CONNECTION REQUIREMENTS TO CONTROL PANELS, CONTROL TRANSFORMERS, TIME CLOCKS, VALVES, T–STAT RELAYS AND DUCT SMOKE DETECTORS. PROVIDE ALL CONDUIT AND WIRING.

16. ALL PAINTING OF LIGHT FIXTURES, WHERE SPECIFIED, SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER. SURFACES SHALL BE EVENLY COVERED WITH NO SAGS, DRIPS, OR SCRATCHES. DO NOT PAINT LENSES, BAFFLES, REFLECTORS, OR CHROME PARTS. DISASSEMBLE FIXTURES PRIOR TO PAINTING AND CLEAN PORTIONS TO BE PAINTED. PAINT SHALL BE SEMI– GLOSS ENAMEL. ALL PAINTING COLORS SHALL BE APPROVED BY ARCHITECT.

17. PROVIDE SUFFICIENT GUTTER SPACES AS REQUIRED FOR PANELBOARDS, DISCONNECT SWITCHES, AND LUGS ETC. TO ACCOMMODATE CONDUCTORS ENTERING THE BOX. ALL GUTTER SHALL MEET U.L. LISTING REQUIREMENTS AND BE SIZED PER NATIONAL ELECTRICAL CODE (NEC).

18. FURNISH AN APPROVED EXPANSION FITTING WHERE RACEWAY CROSSES AN EXPANSION JOINT.

19. CONTRACTOR SHALL PROVIDE PULL BOXES EVERY ONE HUNDRED FEET (100') TO EASE TENSION ON WIRE AND ALLOW FOR PROPER INSTALLATION OF CONDUCTORS.

20. FURNISH AND INSTALL PULL WIRE IN ALL EMPTY CONDUITS AND AUXILIARY SYSTEMS, TELEPHONE, SECURITY, FIRE ALARM SYSTEMS, DATA, AND TELEVISION, ETC. VERIFY PULL WIRE REQUIREMENTS WITH OTHER SYSTEM VENDORS. CAP ALL EXPOSED CONDUIT ENDS.

21. ALL EXTERIOR ELECTRICAL DEVICES AND EQUIPMENT EXPOSED TO THE OUTSIDE ENVIRONMENT SHALL BE WEATHERPROOF TYPE, NEMA 3R.

22. WHERE MORE THEN ONE LIGHT SWITCH IS TO BE MOUNTED AT ONE LOCATION, MOUNT LIGHT SWITCHES IN A MULTIPLE GANG OUTLET BOX WITH A SINGLE COVER PLATE.

23. WHERE DISCONNECT SWITCHES ARE UNABLE TO BE MOUNTED DIRECTLY TO THE EQUIPMENT, THE CONTRACTOR SHALL PROVIDE AN APPROVED STRUCTURAL SOUND INDIVIDUAL MOUNTING SUPPORT. NO MODIFICATION SHALL BE DONE THAT WILL COMPRISE THE U.L. LISTING OR MANUFACTURER'S REQUIREMENTS OF THE EQUIPMENT.

24. ALL ELECTRICAL POWER, LIGHTING, TELEPHONE AND OR SIGNAL WIRING INSTALLED THAT PENETRATES FIRE–RATED WALLS OR ENCLOSURES SHALL BE IN METALLIC CONDUIT. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF ALL FIRE–RATED PENETRATIONS AFFECTED AND PROVIDE U.L. LISTED INTUMESCENT SEALANT AT ALL PENETRATIONS.

25. CONTRACTOR RESPONSIBLE FOR PAYING ALL PERMITS AND APPLICABLE FEES RELATIVE TO THE CONSTRUCTION OF THIS PROJECT.

26. MECHANICAL SPLIT SYSTEM HVAC UNITS INSTALLED IN ENCLOSED AREAS, CONTRACTOR TO PROVIDE AN APPROVED LAMP RECEPTACLE, A LIGHT SWITCH NEAREST TO ENCLOSURE OPENING AND A RECEPTACLE OUTLET NEXT TO FAN COIL UNIT AND CONNECT TO NEAREST RECEPTACLE CIRCUIT. PROVIDE NECESSARY CONTROLS, CONTACTORS, AND OVERCURRENT PROTECTION TO FAN COIL PER MANUFACTURERS RECOMMENDATIONS.

27. CONTRACTOR TO VERIFY WITH ARCHITECT WALL DEPTH OF ALL WALLS CONTAINING FLUSH MOUNTED PANELBOARDS, INFORM ARCHITECT TO PROVIDE A MINIMUM OF SIX INCHES (6") WALL TO ACCOMMODATE PANELS. ELECTRICAL CONTRACTOR TO FURNISH AND INSTALL AN ADDITIONAL SIX (6) 1" SPARE CONDUITS STUBBED ABOVE CEILING FROM EACH ELECTRICAL PANELBOARD.

28. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR SIZING ALL CONDUIT PER NATIONAL ELECTRICAL CODE (NEC). WHERE DRAWINGS SHOW ONLY CONDUCTOR SIZE AND QUANTITY.

29. CONTRACTOR TO VERIFY WITH ARCHITECTURAL REFLECTED CEILING PLANS AND DETERMINE EXACT LOCATION OF LIGHT FIXTURES PRIOR TO FRAMING. CONTRACTOR SHALL VERIFY WEIGHT OF ALL LIGHT FIXTURES AND PROVIDE THE NECESSARY ADDITIONAL SUPPORT, FRAMING, AND EARTH QUAKE WIRES AS REQUIRED PER LOCAL AUTHORITIES HAVING JURISDICTION.

30. CONTRACTOR SHALL MAINTAIN GROUND CONTINUITY TO EVERY OUTLET PER N.E.C., TABLE 250–122. PROVIDE A GREEN CONDUCTOR (NOT INDICATED) IN EACH RACEWAY. SIZE OF GROUNDING CONDUCTOR PER NEC ART 250.

31. ALL WIRES AND CABLES SHALL BE COPPER, 600 VOLT, #12 AWG MINIMUM. EXCEPT CONTROL WIRING WHICH SHALL BE #18 THWN. CONDUCTORS #10 AWG AND SMALLER SHALL BE SOLID. CONDUCTOR #8 AWG AND LARGER SHALL BE STRANDED. TYPE OF INSULATION AS NOTED ON DRAWINGS AND AS FOLLOWS:
   - THHN/THWN–2 INSULATION FOR ALL BRANCH CIRCUIT WIRING & CONTROL CIRCUIT WIRING.
   - XHHW–2 USED FOR ALL PANEL FEEDERS AND SERVICE CONDUCTORS.
   - THHN/THWN–2 INSULATION TYPE SHALL BE USED WHERE CONDUCTORS ARE INSTALLED IN CONDUITS EXPOSED TO THE WEATHER.

32. ALL UNDERGROUND CONDUITS SHALL BE PVC OR PVC RGS. IN A TRANSIONAL RISER, ALL PARTS OF THE CONDUIT SYSTEM THAT IS BELOW GRADE SHALL BE RGS WRAP WITH 10 MIL TAPE UP TO 6" ABOVE GRADE.

33. CONTRACTOR TO PROVIDE AN ARC FLASH STUDY IF REQUIRED BY THE AHJ. INSTALL PANEL WITH ARC FLASH WARNING LABEL AS REQUIRED BY THE CODE.

34. ALL CIRCUITS PROTECTED BY GROUND FAULT AND/OR ARC FAULT BREAKER SHALL BE PROVIDED WITH INDIVIDUAL NEUTRAL

GENERAL ENGINEERING NOTES - PER COS EDS

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.

2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTOR 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.

4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.

5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIATION FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.

6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.

7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.

8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.

10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.

11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).

12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.

13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.

14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

SHEET INDEX

SHEET	DESCRIPTION
CS	COVER SHEET
1	STREET LIGHT PLAN / SLID EXHIBIT
2	PHOTOMETRIC PLAN
3	DETAILS / SPECIFICATIONS

SOUTHWEST GAS CORPORATION
OPERATIONS CENTER
SURPRISE, AZ

STREETLIGHT PLANS

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-IT (782-5348) in Maricopa County: (602) 263-1100

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAWS OR ORDINANCES.

CITY OF SURPRISE ENGINEER _____ DATE _____

Registered Professional Engineer (Electrical) CERTIFICATE NO. 34096 ARNEL O ARCHES Date Signed 1/24/24 ARIZONA, U.S.A.
Expires 9/30/2026

△	DATE	REVISIONS

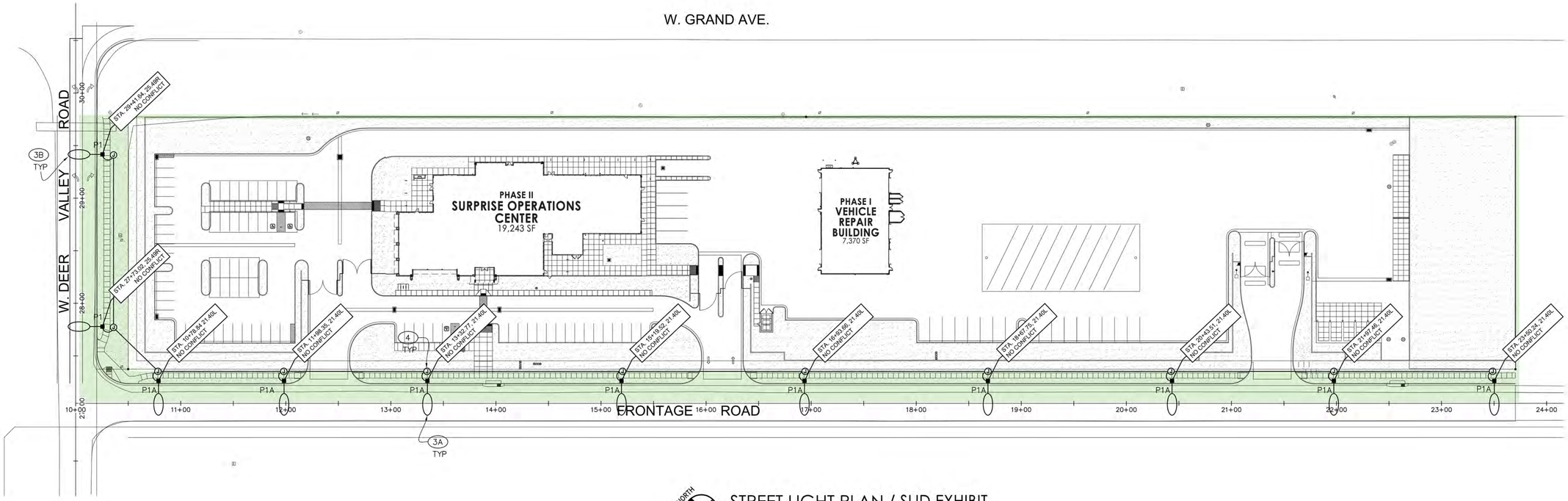
AG,A & Associates, inc
P.O. BOX 370114
LAS VEGAS, NV. 89137
Tel No. (702) 461-2766
Fax No. (702) 240 6637

SOUTHWEST GAS
STREET LIGHTING
W. DEER VALLEY RD. & FRONTAGE RD.
SURPRISE, ARIZONA

COVER SHEET

DRAWN	BSO
CHECKED	AOA
DATE PLOTTED	1/24/24
SCALE	AS SHOWN
JOB NO.	23158A
SHEET	CS

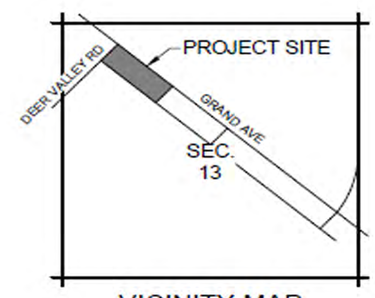
FS24-0102



NORTH

STREET LIGHT PLAN / SLID EXHIBIT

SCALE: 1" = 50'-0"



VICINITY MAP

N.T.S

SHEET NOTES

1. NOT USED
2. NOT USED
3A. 71W LED (7,800 LUMEN) LUMINAIRE, PHOTOCELL, 38'–0" DIRECT BURIED POLE, 4' MAST ARM PER APS DETAIL 8030. (2) #12 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING FUSING & GROUNDING PER APS DETAILS & SPECIFICATIONS.
3B. 100W LED (11,000 LUMEN) LUMINAIRE, PHOTOCELL, 38'–0" DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8030. (2) #12 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING FUSING & GROUNDING PER APS DETAILS & SPECIFICATIONS.
4. INSTALL APS PULL NEXT TO POLE. 1" CONDUIT WITH (2) #12 TYPE THHN/THWN & 1 #12 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAIL & SPECIFICATIONS.

LEGEND

- PROPSED STREET LIGHT POLES QTY: 11
- EXISTING STREET LIGHT POLES QTY: 0
- SLID BOUNDARY

UTILITY CONFLICT TABLE

	NO UTILITY CONFLICTS

NOTE

A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

LIGHTING FIXTURE SCHEDULE

FIXTURE CALLOUT	FIXTURE DESCRIPTION	MANUFACTURER CATALOG NUMBER	FIXTURE VOLTAGE	LAMP DESCRIPTION AND QUANTITY	MOUNTING	ADDITIONAL COMMENTS
P1	LED STREET LIGHT WITH ARM COBRA HEAD 11,000 LUMENS	EVOLVE ERL1011C530ADKBZGLV1279	UNV	100W	POLE	USE 38'–0" DIRECT BURIAL POLE PROVIDE INLINE FUSE WITH PHOTOCELL
P1A	LED STREET LIGHT WITH ARM COBRA HEAD 7,800 LUMENS	EVOLVE ERL08C530ADKBZLGLV	UNV	71W	POLE	USE 38'–0" DIRECT BURIAL POLE PROVIDE INLINE FUSE WITH PHOTOCELL

LIGHTING FIXTURE SCHEDULE NOTE:

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-IT (782-5348)
in Maricopa County: (602) 263-1100

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAWS OR ORDINANCES.

CITY OF SURPRISE ENGINEER _____ DATE _____

Registered Professional Engineer (Electrical) CERTIFICATE NO. 34096 ARNEL O ARCHES Date Signed 1/24/24 ARIZONA, U.S.A.
Expires 9/30/2026

△	DATE	REVISIONS

AGA & Associates, inc
P.O. BOX 370114
LAS VEGAS, NV. 89137
Tel No. (702) 461-2766
Fax No. (702) 240 6637

SOUTHWEST GAS
STREET LIGHTING

W. DEER VALLEY RD. & FRONTAGE RD.
SURPRISE, ARIZONA

STREET LIGHT PLAN /
SLID EXHIBIT

DRAWN	BSO
CHECKED	AOA
DATE PLOTTED	1/24/24
SCALE	AS SHOWN
JOB NO.	23158A
SHEET	1

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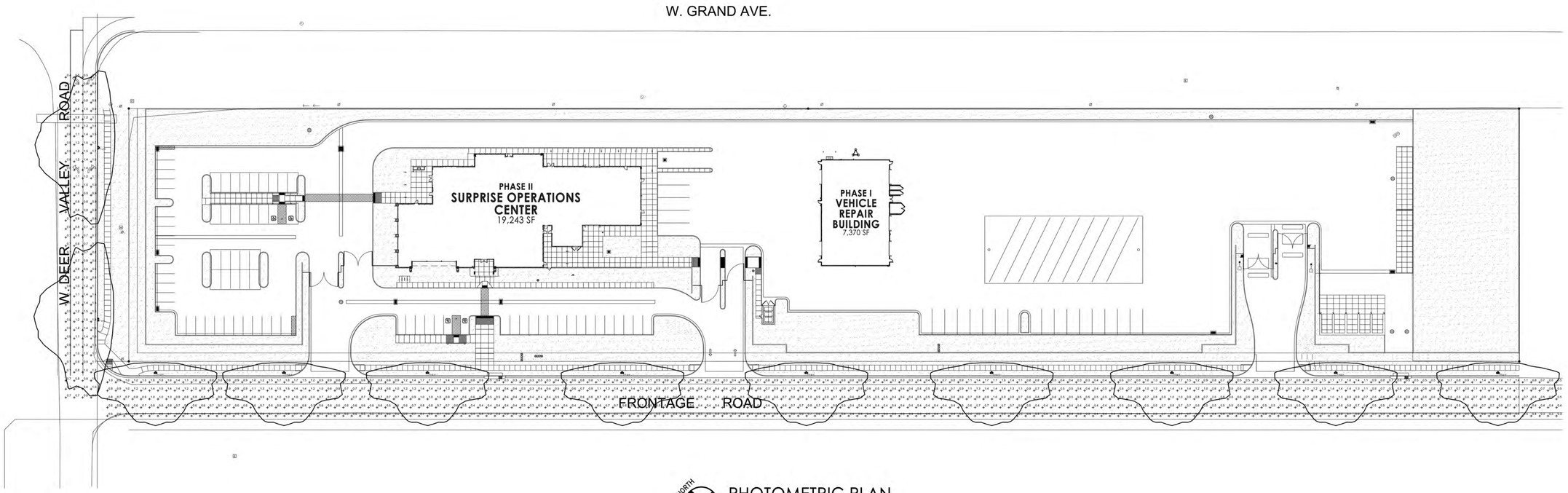

NORTH

PHOTOMETRIC PLAN

SCALE: 1" = 50'-0"

Table 1: Street Light Spacing for Standard Districts

Street Type	Width BC-BC (ft)	Nominal Lumens	Maximum Spacing (ft)	Spacing Type
Parkway	140'	11,000	155'	Staggered*
Major Arterial	101'	11,000	190'	Staggered*
Minor Arterial	79'	11,000	225'	Staggered*
High Volume Collector	77'	11,000	360'	Staggered*
Residential Collector	56'	7,800	310'	Staggered*
Commercial Collector	38'	7,800	185'	Single Side
Local	32'	4,800	225'	Single Side

*Staggered spacing is the distance between lights on same side of street.

Table 3: Pole and Arm Dimensions

	Architectural Brown Poles		Galvanized Poles	
Street Type	Mounting Height	Arm	Mounting Height	Arm
Arterial	39'-6"	8'x8'	39'-3"	8'x8'
Collector	31'-6"	4'	32'-11"	20"x6'
Local	25'-0"	2'	25'-11"	20"x6'

FOOT CANDLES - ACTUAL					
Roadway	Average	Max.	Min.	Max./Min.	Avg./Min.
Frontage Rd. (Collector)	0.7	1.8	0.3	6.0:1	2.3:1
W. Deer Valley Rd. (Arterial)	0.9	1.8	0.4	4.5:1	2.3:1

Street Type	Average Foot-candles	Uniformity (Average/Minimum Ratio)
Arterial	0.9	3.0
Collector	0.6	4.0
Local	0.4	6.0

- The Average foot-candles should be greater than or equal to the value in the table. Average foot-candles shoudl not exceed more than 130% of these values.
- The Uniformity should be less than or equal to the value in the table.

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Arizona Blue Stake, Inc.
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34096
ARNEL O ARCHES
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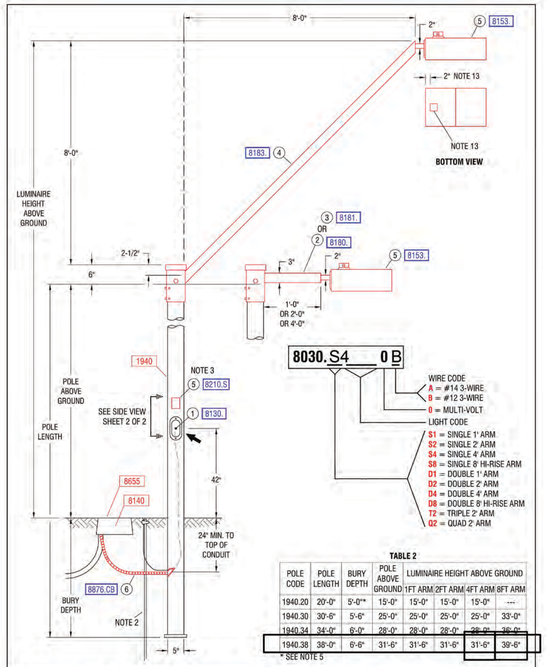
SOUTHWEST GAS
STREET LIGHTING

W. DEER VALLEY RD. & FRONTAGE RD.
SURPRISE, ARIZONA

PHOTOMETRIC PLAN

DRAWN BSO
CHECKED AOA
DATE PLOTTED 1/24/24
SCALE AS SHOWN
JOB NO. 23158A
SHEET 2
FS24-0102



8030.S4 0B

WIRE CODE
A = #14 3-WIRE
B = #12 3-WIRE
0 = MULTI-VOLT

LIGHT CODE
S1 = SINGLE 1' ARM
S2 = SINGLE 2' ARM
S4 = SINGLE 4' ARM
S8 = SINGLE 8' HI-RISE ARM
D1 = DOUBLE 1' ARM
D2 = DOUBLE 2' ARM
D4 = DOUBLE 4' ARM
D8 = DOUBLE 8' HI-RISE ARM
T2 = TRIPLE 2' ARM
Q2 = QUAD 2' ARM

TABLE 2

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND			
				1FT ARM	2FT ARM	4FT ARM	8FT ARM
1940.20	20'-0"	5'-0"*	15'-0"	15'-0"	15'-0"	15'-0"	---
1940.30	30'-6"	5'-6"	25'-0"	25'-0"	25'-0"	25'-0"	33'-0"
1940.34	34'-0"	6'-0"	28'-0"	28'-0"	28'-0"	28'-0"	36'-0"
1940.38	38'-0"	6'-6"	31'-6"	31'-6"	31'-6"	31'-6"	39'-6"

* SEE NOTE 5

ARIZONA PUBLIC SERVICE COMPANY
T&D CONSTRUCTION STANDARDS

LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY

SH 1 OF 2

8030

BY	LDR.	MGR.	DATE	REV.
DAL	G. YILMAZ	K. WOOLFOLK	01/2025	17

NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT, SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAT THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.
13. ADJUSTABLE WATTAGE LEDs DEFINED BY MULTIPLE USE OF AN APN IN TABLE 1. WHEN LUMINAIRE IS DIALED DOWN TO 7, ATTACH NEW ADHESIVE LABEL LOCATED INSIDE OF THE LIGHT FIXTURE OVER THE MANUFACTURE STICKER. FOR 31 WATT, SET DIAL TO 7 AND ATTACH LABEL PROVIDED IN FIXTURE OR APN 00159051 DETAILED IN MS-8001.1. FOR 69 WATT, SET DIAL TO 7 AND ATTACH LABEL PROVIDED IN FIXTURE OR APN 00159052 DETAILED IN MS-8001.2

TABLE 1

LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
RN40	00128250	55	2700	IND	120/208/240/277	3,500	SEE TABLE 2
RN41	00126667	100	5000		120/208/240/277	8,400	
RN42	00132846	120			120/208/240/277	10,200	
RN43	00132850	150			120/208/240/277	13,000	
RN44	00121153	200			120/208/240/277	15,250	
RN45	00116527	250			120/208/240/277	22,500	
RL40	00141048	26	3000	ADJUS TABLE LED	120/208/240/277	3,440	
RL41	00141049	36			120/208/240/277	4,950	
RL42	00141050	62			120/208/240/277	7,810	
RL43	00141050	87			120/208/240/277	10,500	
RL44	00141051	160			120/208/240/277	20,100	
AL56	00113722	50	4000	LED	120/208/240/277	7,500	
AL60	00113723	70			120/208/240/277	10,000	
AL61	00116525	93R*			120/208/240/277	10,000	
AL62	00116526	93L*			120/208/240/277	10,000	
AL65	00107462	116			120/208/240/277	15,000	
CL85	00155998	50	1700	LPS NBA	120/208/240/277	2,000	
CL86	00155999	80			120/208/240/277	3,000	
CL87	00156000	100			120/208/240/277	4,000	
CL88	00156001	150			120/208/240/277	6,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

GROUND LUG SEE NOTE 2

SIDE VIEW

MATERIAL LIST

CODE	8030.S1	8030.S2	8030.S4	8030.S8	8030.D1	8030.D2	8030.D4	8030.D8	8030.T2	8030.Q2	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION / CU / APN
1	1	1	1	1	1	1	1	1	1	1	IN-LINE FUSE 8130.0
2	1	1	-	-	1	1	-	-	1	-	1FT & 2FT MAST ARM 8180.
3	-	-	1	-	-	-	1	-	-	-	4FT MAST ARM - SINGLE & DBL 8181.
4	-	-	-	1	-	-	-	2	-	-	8FT MAST ARM - SINGLE & DBL 8183.
5	1	1	1	1	2	2	2	2	3	4	LUMINAIRE 8153.
6	10	10	10	10	10	10	10	10	10	10	CONDUIT FLEX 1" 8876.CB
7	1	1	1	1	1	1	1	1	1	1	ST. LT. POLE SIGNAGE 8210.S

ARIZONA PUBLIC SERVICE COMPANY
T&D CONSTRUCTION STANDARDS

LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY

SH 2 OF 2

8030

BY	LDR.	MGR.	DATE	REV.
DAL	G. YILMAZ	K. WOOLFOLK	01/2025	17

EVOLVE
ERLC Cobra Head
LED Roadway Lighting

CUSTOMER NAME
PROJECT NAME
DATE TYPE
CATALOG NUMBER

The Evolve® LED Roadway ERLC Luminaire is optimized utilizing advanced LED reflective optical system for local, collector and major roadways. The modern design incorporates the heat sink directly into the unit for heat transfer to prolong LED life.

Construction

Housing:	Aluminum die cast enclosure casting integral heat sink for maximum heat transfer
Lens:	Impact resistant tempered glass
Paint:	Corrosion resistant powder paint, ≥ 2.0 mil thickness (RAL & custom colors available) Standard = Black, Dark Bronze, Gray, White Optional = Coastal Finish
Weight:	8.5 lbs (5.6 kgs)

Optical System

Lumens:	2,000 - 7,000
Distribution:	Type II Narrow, II/III[1], III, V
Efficacy:	110-143 LPW
CCT:	2700K, 3000K, 4000K & 5000K
CRI:	≥ 70

Electrical

Input Voltage:	120-277V (no 347-480V)
Input Frequency:	50/60Hz
Power Factor:	≥ 90% at rated watts
Total Harmonic Distortion:	≤ 20% at rated watts

Surge Protection*

STANDARD	OPTIONAL
10kV/5kA	Secondary 10kV/5kA (R Option) or Secondary 20kV/10kA (T Option)

*Per ANSI C136.2-2018

Lumen Maintenance

Projected Lxx per IES TM-21-11 at 25°C

LUMEN CODES	DISTRIBUTIONS	LXX(10K) @ HOURS		
		25,000 HR	50,000 HR	60,000 HR
02,03,04, 06	A5, B5, C5	L97	L93	L92
06	A5, B5, C5	L96	L91	L89

LUMEN CODES	DISTRIBUTIONS	LXX(10K) @ HOURS		
		25,000 HR	50,000 HR	60,000 HR
02,03,04, 06	V4	L96	L93	L93
06	V4	L94	L90	L88

Ratings

Operating Temperature:	-40°C to 50°C
Vibration:	3G per ANSI C136.31-2018
LM-79:	Testing in accordance with IES Standards
EMI:	Title 47 CFR Part 15 Class A
RoHS:	Complies with the material restrictions of RoHS

Controls

Dimming:	Standard - 0-10V / Optional - DALI (Option U)
Sensors:	Photo Electric Sensors (PE) available LightGrid Compatible

Warranty

5 Year (Standard) 10 Year (Optional)

Not all product variations listed on this page are DLC qualified. Visit www.designlights.org/search to confirm qualifications.

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OLP2187_R06

EVOLVE
ERLC Cobra Head
LED Roadway Lighting

CUSTOMER NAME
PROJECT NAME
DATE TYPE
CATALOG NUMBER

Ordering Information

ERLC

PROD. ID	VOLTAGE[1]	LUMENS	DISTRIBUTION	CCT	CONTROLS PER ANSI C136.41	COLOR	OPTIONS
E = Evolve	0 = 120-277V[1]	02=2000 lm[2]	A5 = Type II Narrow	27 = 2700K[3]	A = 7-Pin Receptacle	BLCK = Black	B = Tether
R = Roadway	9 = 120-240V[1]	03=3000 lm	B5 = Type II/III[2]	30 = 3000K[3]	D = 7-Pin Receptacle with Shorting Cap	DKBZ = Dark Bronze	C1 = Captive Door
L = Local		04=4000 lm	C5 = Type III	40 = 4000K	E = 7-Pin Receptacle with Long Life non-Dimming PE Control	GRAY = Gray	F = Fusing
C = Compact	1 = 120V	05=5000 lm	V4 = Type V	50 = 5000K		WHTE= White	G = Internal Bubble Level
	2 = 208V	06=6000 lm			Note: 0-10V control standard (unless DALI Option "U" requested)		L = Tool-Less Entry
	3 = 240V	07=7000 lm					MR = MagnaPak[4]
	4 =277V						R = Secondary 10kV/5kA SPD
	8 = 120-240V[1]						T = Secondary 20kV/10kA SPD
	5 = 480V						U = DALI Programmable[5]
	D = 347V						V1 = Field Adjustable Module[6]
							Y = Coastal Finish[7]
							XXX = Special Options

1 Not Available with Fusing
2 Lumen choice only offered for 120-240V
3 Sire 150 plots of the BS Distribution
4 Select 2700K or 3000K CCT for IDA approved units
5 Compatible with LightGrid
6 Recommended for installations within 750 feet from coast. Lead time varies, check with factory.
7 Not available with DALI "U" option
8 Option MR provides for MagnaPak – 40 Fixtures per MagnaPak Container. Single Pack box is standard

Suggested HID Replacement

- Approximately 2,000 – 7,000 lumens to replace 50-100W HPS Cobra-head

Note: actual replacement lumens may vary based upon mounting height, pole spacing, design criteria, etc.

PREVIOUS	OPTICAL PATTERN	LATEST	NEW OPTICAL PATTERN
A3	Type II Narrow	A5	Type II Narrow
B3	Type II Wide	B5	Type II/III
C3	Type III	C5	Type III
N/A	Type V	V4	Type V

The information above is designed to provide a guideline to select the correct luminaire for a roadway application. The best and most accurate way to ensure the proper design is by doing a lighting layout.

Not all product variations listed on this page are DLC qualified. Visit www.designlights.org/search to confirm qualifications.

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EVOLVE
ERL1 Cobra Head
LED Roadway Lighting

CUSTOMER NAME
PROJECT NAME
DATE TYPE
CATALOG NUMBER

Ordering Information

ERL1

PROD. ID	VOLTAGE	LUMENS	DISTRIBUTION[2]	CCT	CONTROLS PER ANSI C136.41	COLOR	OPTIONS
E = Evolve	0 =120-277V[1]	02 = 2000 lm[2]	A5 = Type II Narrow	27 = 2700K[3]	A = 7-Pin Receptacle	GRAY = Gray	A = 4 Bolt SlipFitter[4]
R = Roadway	H = 347-480V[1]	03 = 3000 lm	B5 = Type II	30 = 3000K[3]	D = 7-Pin Receptacle with Shorting Cap	BLCK = Black	B = Tether
L = Local	1= 120V	04 = 4000 lm	C5 = Type III	40 = 4000K	E = 7-Pin Receptacle with non-dimming Long Life PE	DKBZ = Dark Bronze	F = Fusing
I = Single Module	2 = 208V	05 = 5000 lm	D5 = Type IV	50 = 5000K	None: 0-10V standard	WHTE = White	G = Internal Bubble Level
	3 = 240V	06 = 6000 lm	E5 = Type II Enhanced Back Light				I = Optional IP65 Optical Enclosure[5]
	4 =277V	07 = 7000 lm					L = Tool-Less Entry
	8 = 120-240V[1]	08 = 8000 lm					M = Enhanced Surge Protection (10kV/5kA)
	5 = 480V	09 = 9000 lm					T = Secondary 20kV/10kA SPD
	D = 347V	10 = 10000 lm					U = DALI Programmable[6]
		11 = 11000 lm					V1 = Field Adjustable Module[6, 7]
		12 = 12000 lm					X = Single Pack[8]
		13 = 13000 lm					Y = Coastal Finish[7]
		14 = 14000 lm					XXX = Special Options
		15 = 15000 lm					
		16 = 16000 lm					

1 Fusing requires discrete voltage.
2 O2 Lumen Level, Voltage options 1, 2, 3 and 8 only
3 Nominal IES Type and cleaning subject to typical variation, individual units may differ
4 Select 2700K or 3000K CCT for IDA approved units
5 Lead time varies, contact Factory
6 Compatible with LightGrid
7 Not available in 347V, 480V or 347-480V for Lumen Output Levels 06-16
8 Option provides single pack box per fixture. Standard packaging = 25 units per MagnaPak Container
9 Recommended for installations within 750 feet from coast. Lead time varies, check with factory.
10 Not available with DALI "U" option
11 Only available with O2 Lumen Code
12 Not compatible with O2 Lumen Code

Suggested HID Replacement

Approximately 2,000-3,000 lumens to replace 50W-70W HPS Cobra-head
Approximately 4,000-6,000 lumens to replace 100W HPS Cobra-head
Approximately 7,000-9,000 lumens to replace 150W HPS Cobra-head
Approximately 9,000-12,000 lumens to replace 200W HPS Cobra-head
Approximately 12,000-16,000 lumens to replace 250W HPS Cobra-head

Note: actual replacement lumens may vary based upon mounting height, pole spacing, design criteria, etc.

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FIXTURE TYPE P1 & P1A

Call at least two full working days before you begin excavation.
ARIZONA 811
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CITY OF SURPRISE ENGINEER DATE

CERTIFICATE NO. 34096
ARNEL O. ARCHES
Date Signed 10/1/25
ARIZONA, U.S.A.
Expires 9/30/2026

△	DATE	REVISIONS

AGA & Associates, inc
P.O. BOX 370114
LAS VEGAS, NV. 89137
Tel No. (702) 461-2766
Fax No. (702) 240 6537

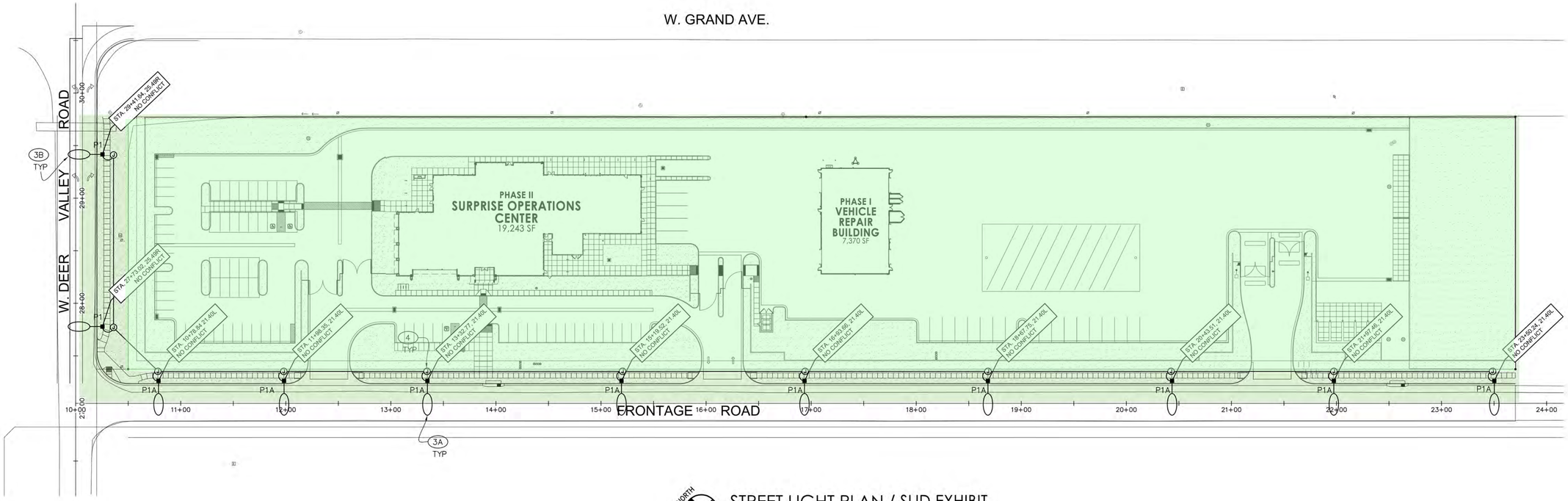
SOUTHWEST GAS
STREET LIGHTING

W. DEER VALLEY RD. & FRONTAGE RD.
SURPRISE, ARIZONA

DETAILS / SPECIFICATIONS

DRAWN	BSO
CHECKED	AOA
DATE PLOTTED	4/4/25
SCALE	AS SHOWN
JOB NO.	23158A
SHEET	3

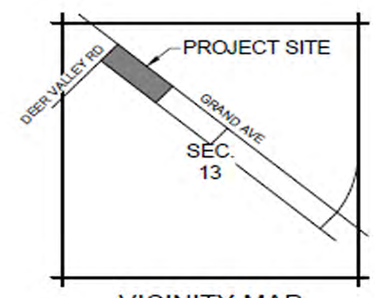
FS24-0102



NORTH

STREET LIGHT PLAN / SLID EXHIBIT

SCALE: 1" = 50'-0"



VICINITY MAP

N.T.S

SHEET NOTES

1. NOT USED
2. NOT USED
3A. 71W LED (7,800 LUMEN) LUMINAIRE, PHOTOCELL, 38'–0" DIRECT BURIED POLE, 4' MAST ARM PER APS DETAIL 8030. (2) #12 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING FUSING & GROUNDING PER APS DETAILS & SPECIFICATIONS.
3B. 100W LED (11,000 LUMEN) LUMINAIRE, PHOTOCELL, 38'–0" DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8030. (2) #12 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING FUSING & GROUNDING PER APS DETAILS & SPECIFICATIONS.
4. INSTALL APS PULL NEXT TO POLE. 1" CONDUIT WITH (2) #12 TYPE THHN/THWN & 1 #12 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAIL & SPECIFICATIONS.

LEGEND

- PROPSED STREET LIGHT POLES QTY: 11
- EXISTING STREET LIGHT POLES QTY: 0
- SLID BOUNDARY

UTILITY CONFLICT TABLE

	NO UTILITY CONFLICTS

NOTE

A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

LIGHTING FIXTURE SCHEDULE

FIXTURE CALLOUT	FIXTURE DESCRIPTION	MANUFACTURER CATALOG NUMBER	FIXTURE VOLTAGE	LAMP DESCRIPTION AND QUANTITY	MOUNTING	ADDITIONAL COMMENTS
P1	LED STREET LIGHT WITH ARM COBRA HEAD 11,000 LUMENS	EVOLVE ERL1011C530ADKBZGLV1279	UNV	100W	POLE	USE 38'–0" DIRECT BURIAL POLE PROVIDE INLINE FUSE WITH PHOTOCELL
P1A	LED STREET LIGHT WITH ARM COBRA HEAD 7,800 LUMENS	EVOLVE ERL08C530ADKBZLGLV	UNV	71W	POLE	USE 38'–0" DIRECT BURIAL POLE PROVIDE INLINE FUSE WITH PHOTOCELL

LIGHTING FIXTURE SCHEDULE NOTE:

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-IT (782-5348)
in Maricopa County: (602) 263-1100

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAWS OR ORDINANCES.

CITY OF SURPRISE ENGINEER _____ DATE _____

Registered Professional Engineer (Electrical) CERTIFICATE NO. 34096 ARNEL O ARCHES Date Signed 1/24/24 ARIZONA, U.S.A.
Expires 9/30/2026

△	DATE	REVISIONS

AGA & Associates, inc
P.O. BOX 370114
LAS VEGAS, NV. 89137
Tel No. (702) 461-2766
Fax No. (702) 240 6637

SOUTHWEST GAS
STREET LIGHTING

W. DEER VALLEY RD. & FRONTAGE RD.
SURPRISE, ARIZONA

STREET LIGHT PLAN /
SLID EXHIBIT

DRAWN	BSO
CHECKED	AOA
DATE PLOTTED	1/24/24
SCALE	AS SHOWN
JOB NO.	23158A
SHEET	1

FS24-0102

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Andrea Davis, DIRECTOR - FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of amendments to the FY2026 Comprehensive Financial Management Policies; Resolution #2025-47.

Motion:

I move to approve Resolution #2025-47.

Background:

Comprehensive financial policies are an important element of solid financial structure and long-term financial planning. These policies, which are reviewed and updated annually, cover the areas of operating management, capital management, debt management, minimum fund balance, financial reporting, and public safety pension funding.

Objective Analysis:

The City's financial policies provide the road map for financial operations and demonstrate the City's commitment to sound financial management practices.

Policy Compliant:

This item is compliant with City and Council policies and meets the requirements of A.R.S. §38-863.01 for pension funding.

Financial Impact:

The updates to the Comprehensive Financial Management Policies set the foundation for all FY2026 fiscal activities of the City.

Budget Impact:

The updates to the Comprehensive Financial Management Policies set the foundation for all FY2026 budgetary activities of the City.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-47 Comprehensive Financial Management Policies
2. FY2026 Financial Policies

RESOLUTION # 2025-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA UPDATING THE CITY OF SURPRISE COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES FOR FISCAL YEAR 2026 AND REPEALING CONFLICTING RESOLUTIONS.

WHEREAS, the City desires to establish sound financial policies and principles to contribute to sound financial management continuity in handling financial affairs and preserving the City's fiscal integrity;

WHEREAS, the City currently has in place a set of Comprehensive Financial Management Policies, in order to achieve sound financial management continuity in handling its financial affairs and to preserve its fiscal integrity; and

WHEREAS, the City now desires to update the Comprehensive Financial Management Policies for the 2026 Fiscal Year.

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

Section 1. The Fiscal Year 2026 Comprehensive Financial Management Policies set forth in *Exhibit A* attached hereto and incorporated by reference herein is adopted effective as of July 1, 2025, the beginning of Fiscal Year 2026.

Section 2. All resolutions in conflict with the provisions of this Resolution are repealed.

Section 3. The Finance Director is hereby authorized and directed to take the appropriate steps to incorporate the changes into the Comprehensive Financial Management Policies of the City of Surprise and disseminate the new policies as necessary.

APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

Resolution No. 2025-47
RFLS #9989
Rev 04/25

EXHIBIT A

FISCAL YEAR 2026

COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES

CITY OF SURPRISE, ARIZONA
COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES
EFFECTIVE JULY 1, 2025

Introduction

The City Council strives to build a financially resilient government through financial policies and long-term financial planning. The City Council's Strategic Plan Framework, goals, and objectives provide the foundation for the comprehensive financial management policies. The City's comprehensive financial management policies provide the roadmap to achieve financial resiliency and demonstrate the City's commitment to sound financial management practices, as defined by the Government Finance Officers Association (GFOA). The GFOA has identified eight characteristics of a financially resilient government:

1. Diversity: Avoid reliance on a single solution.
2. Redundancy: Avoid having only one path of rescue.
3. Decentralization: Centralized systems look strong, but failure is catastrophic.
4. Transparency: Make it easier to figure out where a problem may lie. Share plans and listen when people point out flaws.
5. Collaboration: Working together to become stronger.
6. Fail Gracefully: Failure happens. Make sure failure won't make things worse.
7. Flexibility: Be ready to change when plans aren't working. Don't expect stability.
8. Foresight: Think and prepare.

Financial policies contribute to increased public confidence and trust as well as provide clear direction to City staff concerning the diligence and stewardship with which public monies are to be managed. Adopted financial policies show our citizens, the credit rating industry, and prospective investors (bond buyers) the City's commitment to financial resiliency. These policies are presented in the following six areas:

1. Operating Management
2. Capital Management
3. Debt Management
4. Minimum Fund Balance
5. Financial Reporting
6. Public Safety Pension Funding

Operating Management Policies

1. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial resiliency.

2. The budget shall be considered balanced if revenues plus use of fund balance are equal to or exceed total expenses, by fund. The budget process is intended to weigh all competing requests for City resources, within expected fiscal constraints.

3. The City Budget is adopted by department within each fund and by project in the capital funds.

4. The full-time equivalent (FTE) count and number of full-time positions are adopted by department within each fund.

5. Budget amendments will be done in accordance with the Budget Amendment Policies and Procedures.

6. Long-range financial plans will be prepared to guide the City and ensure the delivery of needed services due to changes in the economy, service demands, and capital improvements.

7. Regional considerations and intergovernmental relationships will be evaluated to fund both operating services and capital projects.

8. The City Council will consider citizen input and review the operating and capital budget recommendations from an outcome and goals perspective.

9. A diversified revenue system will be developed to protect City services.

10. The City Council will set the amount to be received from primary property taxes annually. The amount is limited to one-hundred and two percent (102%) of the prior fiscal year's maximum allowable levy plus new construction and reimbursement for the prior calendar year's tort liability payments.

11. The City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging. The four and fifty-two hundredths percent (4.52%) tax rate is then split, with three and fifty-two hundredths percent (3.52%) recorded in the Tourism Fund to be used for promoting tourism and one percent (1.0%) recorded in the General Fund. The three and fifty-two hundredths percent (3.52%) recorded in the Tourism Fund has been committed by City Council to be used for promoting tourism. Of the amount recorded in the Tourism Fund, the Tourism Fund Subcommittee has designated that seventy-five percent (75%) is spent for sports tourism facility development and improvement and twenty-five percent (25%) on marketing, studies, and special events. Any revenue generated by Tourism Funded special events will remain in the Tourism Fund for future use.

12. Water, Wastewater, Stormwater, and Solid Waste user fees and charges will be examined annually to ensure they recover all direct and indirect costs of service and will be approved by the City Council.

13. All user fees (excluding water, wastewater, stormwater, and solid waste) will be examined periodically to determine the direct and indirect cost of service recovery rate. The acceptable recovery rate and any associated changes to user fees and charges will be approved by the City Council.

14. Grant funding will be considered to leverage City funds and requires City Council approval prior to acceptance.

15. Cash balances identified for investments will be maintained in accordance with state law and the adopted investment policy to ensure that proper controls and safeguards are maintained. City funds will be managed with an emphasis on safety of principal, liquidity, and yield, in that order.

16. Employee compensation and benefits will be administered in accordance with the policy given by the City Council. Healthcare costs will be shared between the City and employees and this allocation will be evaluated annually.

17. The Healthcare Self-Insurance Trust Fund was created under the authority of Arizona Revised Statute § 11-981. The Board of Trustees is charged to administer the trust fund and "make recommendations to the City Council regarding trust fund programs, including amount of appropriations to assure stability and security of the trust fund."

18. An actuarial evaluation will be performed annually to determine the Incurred but Not Reported (IBNR) claim liability. This amount is required by accounting practices and represents the cost of unpaid claims (claims run-out), assuming the City stops being self-insured.

19. The City will optimize the efficiency and effectiveness of its services to reduce costs and improve service quality.

20. The City will maintain a methodology for allocating the City's indirect costs to service departments. A consultant may be hired to update the plan periodically.

21. All cash transfers between funds must be approved by City Council. Transfers to record capital assets within operating and capital funds are not presented to the City Council as these are administrative in nature.

22. All initial inter-fund loans must be approved by City Council.

23. All use of budgetary contingency accounts must be approved in accordance with the Budget Amendment Policies and Procedures prior to being expended.

24. A sustainable and consistent revenue source should be identified so that a portion of this source may be dedicated to asset replacement funding. The amount dedicated to asset replacement will be incrementally increased each year until an adequate amount has been established as determined during the annual budget process.

25. Separate asset replacement funds will be established in the areas including, but not limited to, Information Technology/Communications, Fleet, Facilities, Roads, and Community Services. The budget of each asset replacement fund will be managed by the appropriate department in order to meet the needs of their asset replacement program. As part of the annual budget process, asset replacement funding will be allocated across these funds and any unspent amount will carryover year to year.

Capital Management Policies

26. The City shall use an integrated approach to capital planning and financing in preparing a five-year Capital Improvement Plan. Only the first year of the plan will be adopted by the City Council.

27. The Capital Improvement Plan will include funding to support repair and replacement of capital equipment and infrastructure. A high priority should be placed on those items where deferring maintenance will result in greater cost to restore or replace. Proposed capital projects will be prioritized based on the City Council's goals and objectives, the General Plan, and master plans.

28. Future operating, maintenance, and replacement costs associated with new capital improvements will be included as a schedule within the annual budget document. Capital projects will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.

29. The City currently imposes a three and seven-tenths percent (3.7%) transaction privilege tax on construction. The three and seven-tenths percent (3.7%) tax rate is then split, with two and two-tenths percent (2.2%) retained in the General Capital Fund and one and one-half percent (1.5%) recorded in the Transportation Improvement Fund. Revenue recorded in the Transportation Improvement Fund is to be dedicated to either the construction of new roadways, or the maintenance and operation of existing transportation corridors within the city.

30. As permitted by state law, the City shall maintain a financial structure to ensure future development pays for itself and is not a burden on existing residents (i.e. "growth pays for growth"). Elements of this financial structure include impact fees, development agreements, Improvement Districts (IDs) and Community Facility Districts (CFDs).

31. Impact fees for infrastructure attributable to new development will be reviewed at least every other year to ensure that fees recover all direct and indirect development-related expenses, as permitted by state law, and will be approved by the City Council.

32. Any capital assets dedicated or donated to the City such as infrastructure, land, right-of-ways, easements, etc. must be approved by the City Council. Any capital asset dedicated or donated to the city must include a valuation.

Debt Management Policies

33. The City shall periodically report measurable steps taken in striving towards achieving and maintaining the highest possible bond ratings. This will minimize borrowing costs, optimize access to credit, and demonstrate excellent financial stewardship on behalf of our residents.

34. An analysis showing how a new debt issue combined with current outstanding debt impacts the City's debt capacity and conformance with City debt policies will accompany every proposal.

35. General Obligation debt, which is supported by property tax revenues, will be utilized as authorized by voters. Other types of voter-approved debt (e.g. water and wastewater) may also be utilized when they are supported by dedicated revenue sources (e.g. fees and user charges).

36. The Arizona Constitution provides that the general obligation bonded indebtedness for a city may not exceed twenty percent (20%) of the net secondary assessed valuation of the taxable property of the city for projects for purposes of water, wastewater, artificial light, open space preserves, parks and recreational facilities, public safety, law enforcement, fire and emergency services facilities, streets, and transportation facilities. Outstanding general obligation bonded indebtedness for all other purposes may not exceed six percent (6%) of the City's net secondary assessed valuation.

37. Trust agreements, and contractual debt, all of which are non-voter approved, will be utilized only when approved by City Council.

38. Improvement District (ID) and Community Facility District (CFD) bonds shall be permitted only when there is a general City benefit as defined and approved by the City Council.

39. Utility rates will be established to ensure the ratio of net revenues to debt service meets bond indenture requirements.

40. The City will follow appropriate procedures with regard to obligations under continuing disclosure undertakings as identified by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

41. The City will follow appropriate procedures with regard to tax-exempt obligations as identified by the Internal Revenue Code of 1986.

Minimum Fund Balance Policies

42. Minimum fund balances are not intended to be spent. The purpose of the minimum fund balance is to ensure the City has adequate resources to meet its needs. If the necessity arises to draw down a fund balance below the minimum requirements that have been set, a plan to replenish the minimum fund balance will be presented to the City Council for approval.

43. Minimum fund balance requirements will be evaluated annually for long-term adequacy and use requirements.

44. The City has formally adopted a minimum fund balance policy for the following governmental funds:

    a. The General Fund will maintain a reserve equal to at least three months of budgeted personnel, supplies, and services for the General Fund, Sports and Tourism Fund, and Highway User Revenue Fund. The City Council will commit this amount to be allocated across a three-part reserve as follows:

i. Ten percent (10%) will be dedicated to an Emergency Reserve for unexpected, large-scale expenses resulting from events where immediate, remedial action must be taken to protect the health and safety of residents, all unassigned fund balance has been exhausted, and no amount previously appropriated by the City Council is otherwise available. Any use of the Emergency Reserve must be approved by the City Manager or designee. When this occurs, the City Manager shall provide a summary report to the City Council as soon as practical on the usage of these funds and have City Council approve any necessary budget amendments. At that time, the City Manager will also present a plan to restore the Emergency Reserve within the next fiscal year following the fiscal year in which the event occurred.

ii. Sixty percent (60%) will be dedicated to an Operating Reserve for unexpected events such as failure of the state to remit revenues to the City, loss of state shared revenues, or other impairment of a significant funding source for the remainder of the fiscal year. The Operating Reserve may also be used for unexpected mandates or other events that cause the City to incur unplanned expenses. The Operating Reserve allows for the continuance of critical City services due to these unanticipated events and is done so after all unassigned fund balance has been exhausted and no amount previously appropriated by the City Council is otherwise available. Any use of the Operating Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan that projects to restore the Operating Reserve within two fiscal years following the fiscal year in which the event occurred.

iii. Thirty percent (30%) will be dedicated to a Stabilization Reserve to provide funding to offset reductions in revenues resulting from fluctuations in the economic cycle that cannot be otherwise absorbed by the operating budget. The reserve funds will provide time for the City to restructure its operations in a deliberate manner to ensure continuance of critical City activities and is used after all unassigned fund balance has been exhausted and no amount previously appropriated by the City Council is otherwise available. Any use of the Budget Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Budget Stabilization Reserve within the three fiscal years following the fiscal year in which the event occurred.

b. General Capital Fund of $1.0M

c. Transportation Improvement Fund of $0.5M

d. Street Light Improvement Districts (SLIDs). SLIDs have a maximum levy limit of $1.20 per $100 of assessed valuation in accordance with A.R.S. § 48-616. To the extent that the levy limit has not been exceeded, taxes will be levied at a rate that will approach an individual ending fund balance reserve of five percent (5%) of its budgeted annual expenses.

e. Tourism Fund of $5,000.

f. The Spring Training Ticket Surcharge Fund will have a minimum fund balance of $600,000. Any excess fund balance remaining as of June 30 shall be remitted to the General Fund.

g. The Water Fund will have a four-part reserve as follows:

i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Water Fund.

ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.

iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

iv. The City will maintain a Resource Portfolio Reserve equal to fifteen percent (15%) of the total cost of delivery and capital charges for Municipal and Industrial plus the Phoenix Active Management Area (AMA) Underground Storage charges multiplied by the total amount of the City's Central Arizona Project (CAP) allocation.

h. The Wastewater Fund will have a three-part reserve as follows:

i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Wastewater Fund.

ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.

iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

i. The Stormwater Fund will have a three-part reserve as follows:

i. The City will maintain an amount equal to the average budgeted personnel, supplies, and services expenses over a two-month period for that year's Council Adopted Budget for the Stormwater Fund.

ii. The City will maintain an amount equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year for repair and replacement.

iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total revenues collected through charges for services. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

j. The Solid Waste Fund will have a four-part reserve as follows:

   i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Solid Waste Fund.

   ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.

   iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

   iv. As the Solid Waste Utility has excess revenues, the City will maintain a phased Contingency Reserve equal to one-half percent (0.5%) of personnel, supplies and services expenses beginning in FY2022 and increased to one percent (1%) for each subsequent year through FY2024.

k. The Risk Management Fund will maintain an amount that, together with purchased insurance policies, will adequately indemnify the City. The appropriate funding level will be set at three times the maximum annual loss of $250,000 which is equal to $750,000, which will be approved by the City Council.

l. The Healthcare Self-Insurance Trust Fund ("Trust Fund") will maintain an amount at a level which, together with purchased insurance policies (individual and aggregate stop loss), will adequately indemnify the City. The City has established an Adverse Times Reserve. The purpose of this reserve is to address cash flow needs caused by periods in which claim payments exceed projections. The target amount of this reserve is at least twenty-five percent (25%) of expected annual claims. If, at any time prior to the end of the fiscal year, the Trust Fund's target reserve is met and fully funded for the entire fiscal year based on the original budget projections approved by the City Council, the Finance Director shall document such funding and, after consulting with the City Manager, may conduct an evaluation of the claims incurred by the Trust Fund year to date, and if fiscally and financially prudent based on the claims incurred, Transfer from the City's various operating funds only that portion of the Employer premium necessary to cover actual claims incurred, such that the Trust Fund revenues are equal to the Trust Fund expenses, and the Trust Fund account experiences a zero change in net position. At all times the City will continue to transfer and deposit into the Trust Fund 100% of the monthly employee premiums collected.

m. The Workers' Compensation Trust Fund will maintain an amount which, together with the purchased excess insurance policy will adequately indemnify the City. The City has established an Adverse Times Reserve of $2,000,000. The purpose of this reserve is to maintain the regulatory required reserve and industry standard reserve.

n. Other funds, such as the Net Premium Seating Fund, have minimum fund balance requirements which are established by contract. These requirements will be monitored annually as part of the budget process to ensure compliance with contractual agreements.

o. City Council will commit the fund balance for the Transportation Improvement Fund, Net Premium Seating Fund, and Sports and Tourism Fund. These funds are constrained to a specific use.

Financial Reporting Policies

45. The City's Finance Director will develop standard operating procedures to ensure the City's accounting and financial reporting systems are maintained in conformance with all state and federal laws, Generally Accepted Accounting Principles (GAAP) and the standards of the Governmental Accounting Standards Board (GASB).

46. An annual audit will be performed by an independent public accounting firm. The City will prepare an Annual Comprehensive Financial Report (ACFR) with the objective of receiving an unmodified ("clean") audit opinion. The independent auditor will present and discuss audit findings regarding internal controls and operational issues to the Audit Committee at a public meeting.

ACFR Fund Balance Reporting

1. The hierarchy from least spendable to most spendable fund balance for governmental funds of the City shall be: non-spendable, restricted, committed, assigned and unassigned. When funds are available from multiple classifications, it is the City's policy to utilize the most restrictive funding first.

2. Non-spendable fund balances are determined solely by their form.

3. Restricted fund balances are determined solely by the constraints placed on the use of the resources.

4. Committed fund balance represents amounts that have been constrained to a specific use by the formal action of the City's highest level of decision-making authority, the City Council. A majority vote of the City Council is necessary to establish, modify, or rescind a fund balance commitment.

5. The City has elected the following commitments of fund balance to be standardized from year to year.

    a. A commitment for repair and replacement of general government vehicles and other rolling stock will be maintained based upon lifecycle replacement plans prepared annually. This commitment shall be maintained in the Vehicle Replacement Fund.

    b. A commitment of a one and one-half percent (1.5%) construction sales tax to be used solely for the purposes of paying costs related to new roadways and to refurbish existing transportation corridors, to be maintained in the Transportation Improvement Fund (Ordinance No. 05-13).

    c. In addition to the two and fifty-two hundredths percent (2.52%) transient lodging tax restricted by state statute, a commitment of an additional 1.0% transient lodging tax for a total of three and fifty-two hundredths percent (3.52%) will be used to promote tourism and be maintained in the Tourism Fund (Ordinance No. 2010-04).

6. In order to be reported as committed fund balance in the ACFR the City Council must approve the commitments prior to June 30th. However, the amount of the commitment may be determined after June 30th.

7. Amounts that have been constrained by the City's intent to be used for a specific purpose and are neither restricted nor committed are reported as assigned fund balance. The City Council has designated the authority to assign amounts to be used for specific purposes to the Chief Financial Officer (CFO).

47. The City's ACFR will be submitted annually to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.

48. The City's Budget will be submitted to the Government Finance Officers Association (GFOA) Distinguished Budget Presentation program.

49. A financial report will be presented to the City Council no less than quarterly.

Public Safety Pension Funding

50. The City Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2024 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Surprise Police	$80,699,699	$117,892,009	$37,192,310	68.5%
Surprise Fire	$96,056,577	$123,248,529	$27,191,952	77.9%
City of Surprise Totals	$176,756,276	$241,140,538	$64,384,262	73.3%

51. The City Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. To achieve this goal, the City will do the following:

    a. Pay the Annual Required Contribution (ARC) payment from operating funds. The estimated combined ARC for FY2026 is $11,558,004.

    b. Fund the fiscal year annual pension cost at the beginning of each fiscal year with the budgeted contribution amounts as estimated based on actuarial reports. The budgeted contribution amount will be based on the highest potential cost assuming that each qualifying position participating in PSPRS is fully staffed. If, during the course of the year, the required contribution amount exceeds the original budgeted amount, the City will contribute the additional funds on a per pay period basis to meet its funding obligations.

    c. Establish a Public Safety Pension Reserve dedicated for the PSPRS unfunded liability. During year-end close, or at such other time as economically feasible as determined by the Finance Director and City Manager, and approved by Council, the amount of budget in excess of actual expenditures for the police and fire departments - personnel, supplies and service categories (operating expenses), within the General Fund, will be transferred into the Public Safety Pension Reserve.

    d. The City's Finance Department will provide an annual update on the financial position of the PSPRS trust funds to City Council.

    e. During the annual budget process or at such other time as economically feasible as determined by the Finance Director and approved by Council, Council will review the feasibility of making additional payments to the Public Safety Pension Reserve.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Andrea Davis, DIRECTOR - FINANCE, Sandy Simmons, ASSISTANT DIRECTOR

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 the updated Budget Amendment Policies and Procedures; Resolution #2025-59.

Motion:

I move to approve Resolution #2025-59.

Background:

The City's Budget Amendment Policies and Procedures are reviewed and updated annually to ensure appropriate approval levels.

Objective Analysis:

The City's financial policies provide the road map for financial operations and demonstrate the City's commitment to sound financial management practices.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

None at this time; however, topics covered in this update could lead to future actions which may have a fiscal impact.

Budget Impact:

None at this time; however, topics covered in this update could lead to future actions which may have a budgetary impact.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-59 BA Policy
2. FY2026 Budget Amendment Policy

RESOLUTION # 2025-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA ADOPTING THE BUDGET AMENDMENT POLICIES AND PROCEDURES; AND REPEALING CONFLICTING RESOLUTIONS.

WHEREAS, the City desires to establish a consistent and efficient process by which the adopted city budget may be amended.

WHEREAS, the City currently has in place Budget Amendment Policies and Procedures in order to guide the process by which the adopted budget is amended.

WHEREAS, the City now desires to update the Budget Amendment Policies and Procedures for the 2026 Fiscal Year.

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

Section 1. The Budget Amendment Policies and Procedures for the City of Surprise, Arizona is hereby amended as set forth in *Exhibit A* attached hereto and incorporated by reference herein is adopted.

Section 2. The Finance Director is hereby authorized and directed to take the appropriate steps to implement and disseminate the Budget Amendment Policies and Procedures as necessary.

Section 3. All resolutions in conflict with the provisions of this Resolution are repealed.

APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

Resolution No. 2025-59
RFLS #10013
Rev 04/25

Exhibit A

BUDGET AMENDMENT POLICIES AND PROCEDURES

A. Purpose

The following policy and procedures are established to implement a consistent and efficient process by which the adopted city budget may be amended.

B. Policy

Throughout the course of the fiscal year, amendments to the budget are necessary to address new issues, increased prices, and changes in scope of existing projects. This policy applies to all budget amendments initiated by the Mayor and City Council, the City Manager's Office, and/or departments. The Finance Department shall finalize budget amendments following appropriate authorization per the schedule in Section D of this document and in accordance with the City's Comprehensive Financial Management Policies.

Adopted Level of Budgetary Control
The budget is appropriated by department within each fund. The Capital Improvement Plan (CIP) is appropriated by project.

C. Procedure

1. The requesting department shall prepare and submit to the Finance Department:

   a. The draft Budget Amendment Resolution (if Council approval is required), and

   b. A budget amendment journal with attached Budget Amendment Request form within the financial management system that has been approved by the Department Director or his/her designee.

   The Finance Department budget point of contact shall review the request for availability of budget to be amended, appropriate authorization level, accuracy, and general reasonableness. The budget point of contact shall communicate any questions or comments to the department and recommend revisions as necessary. The budget point of contact shall then advance the budget amendment journal within the financial management system to the Assistant Finance Director if approved. If applicable, the draft Budget Amendment Resolution will be updated by the budget point of contact and returned to the department to initiate a Request for Legal Services and City Council agenda item.

2. The Assistant Finance Director or his/her designee shall review and approve the budget amendment journal. The journal shall then be advanced for the next approval as appropriate.

   a. Amendments requiring Finance Director approval shall be reviewed and approved within the financial management system.

   b. Amendments requiring City Manager approval shall be reviewed and approved within the financial management system.

   c. Amendments requiring City Council approval shall be held within the financial management system by the Finance Department until City Council action is complete, if approved by City Council, then the Assistant Finance Director or his/her designee will approve.

3. The Assistant Finance Director or his/her designee will post budget amendments in the financial management system, following appropriate authorization per the schedule in Section D of this document.

a. Year-end budget amendments necessary to close out the fiscal year will be posted in the financial management system with approval from the Finance Director or his/her designee. These amendments require final approval by the appropriate authorization as noted in Section D. In the event final approval is not granted, amendments will be reversed.

D. Authorization Levels:

Type of Amendment	Category	Sub-Category	Authorization
Between Funds	All	All	City Council Resolution
Between Departments	All	All	City Council Resolution
Grants	Revenue Expense	Establishment/revision of a grant budget	City Council Resolution
Personnel	Full-time, part-time, overtime personnel	Between divisions	Department Director
	Full-time, part-time or overtime personnel	To/from any other category	City Manager
	Any change in FTE count or count of FT positions	All	City Council Resolution
Commodities/Supplies/ Contractual Services/Non-CIP Capital	Within a Department	Between divisions or within a division	Department Director
Capital	CIP (including change in total amount and/or change in scope)	All	City Council Resolution
Contingency	All	All	City Council Resolution
Carryforward	All	All	Finance Director*
Development Agreements and Debt Service Obligations	All	All	Finance Director*
Healthcare, Workers' Compensation, & Insurance Claim Obligations	All	All	Finance Director*
Emergency Reserve	All	All	City Manager*

*The level of authorization for these types of amendments is based on the need to immediately restrict or allow expenses or reimbursements. Anything approved under this authorization shall be included on the year-end budget amendment by Resolution.

E. Relationship to Previously Established Policy

No qualifying statement, previously established rules or procedures shall be used to negate the spirit or intent of this statement of policy.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025
Contact Person: Jennifer Cornelius
Submitting Department: Human Svcs and Comm Vitality
District: Citywide
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of a grant renewal amendment with First Things First, accepting grant funding, approving a Fiscal Year 2025 budget amendment moving budget in the amount of $250,000 for Early Childhood Programming, and an addition to the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2025-65.

Motion:
I move to approve Resolution #2025-65.

Background:
The City of Surprise and the Arizona Early Childhood Development and Health Board, First Things First, entered into a grant agreement, Contract No. FTF-RC008-24-0788-04, for the term of July 1, 2023, through June 30, 2024. This agreement provided $250,000 in grant funding to support the Family Resource Center Early Childhood Development Program. The City entered into a renewal agreement of this contract (FTF-RC008-24-0788-04-Y2) to extend the contract for the term of July 1, 2024, through June 30, 2025, and received an additional $250,000 in grant funding.

The City desires to continue their partnership with First Things First to provide early childhood development programs through the Surprise Resource Center and enter into a renewal agreement for the term, July 1, 2025, through June 30, 2026. This renewal provides $250,000 in grant funding during the term to support the Family Resource Center Early Childhood Development Program.

Objective Analysis:
This action will allow the Human Service & Community Vitality Department to continue providing early childhood programming at the Surprise Resource Center.

Policy Compliant:
This action is compliant with City and Council policies

Financial Impact:
The one-time grant award is a reimbursement grant of $250,000 for Early Childhood Programming. All

expenditures will be reimbursed on a monthly basis. An in-kind match is not required.

Budget Impact:

This action requires the movement of budget authority in the amount of $250,000 from General Contingency to Project G51752 in the Grants Fund to cover expected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

While there is no additional FTE impact for FY25, two full-time positions are 100% funded by the grant terms.

ATTACHMENTS:

1. Resolution 2025-65 - First Things First Grant Renewal
2. First Things First Grant Renewal Agreement

RESOLUTION # 2025-65

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A GRANT RENEWAL AMENDMENT FOR SERVICES BETWEEN THE CITY OF SURPRISE AND THE EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD, ARIZONA (FIRST THINGS FIRST), ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF $250,000 FROM GENERAL CONTINGENCY TO PROJECT G51752 IN THE GRANTS FUND; AND AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDING AUTHORITY LIST BY ADDING THE FY26 FIRST THINGS FIRST GRANT, G51752, IN THE AMOUNT OF $250,000 FOR GRANT SALARIES AND PURCHASES.

WHEREAS, the City and the Early Childhood Development and Health Board, Arizona (First Things First) entered into a grant Contract No. FTF-RC008-24-0788-04, for the term of July 1, 2023, through June 30, 2024, which is incorporated by reference, in order to support the Family Resource Center Early Childhood Development Program;

WHEREAS, the City entered into a grant renewal agreement, Contract No. FTF-RC008-24-0788-04-Y2, for the term of July 1, 2024, through June 30, 2025, to continue partnering with the First Things First Early Childhood Development Program;

WHEREAS, the City desires to continue partnering with First Things First to provide Early Childhood Development programs through the Surprise Family Resource Center by entering into a grant renewal agreement, Contract FTF-RC008-0788-04-Y3, for the term of July 1, 2025, through June 30, 2026;

WHEREAS, all expenditures pursuant to the grant renewal agreement are on a reimbursement basis, up to $250,000;

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 Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature; and

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

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

Section 1. That the statements and schedules attached as ***Exhibit A*** and incorporated by reference are adopted, amending the budget and the Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2025, through June 30, 2026.

Section 2. That the Grant Renewal Amendment between First Things First and the City of Surprise (Contract #FTF-RC008-24-0788-04-Y3), attached as ***Exhibit B***, is hereby approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

Resolution No. 2025-65
RFLS #10028
Rev 05/25

RESOLUTION 2025-65
EXHIBIT A

1. Appropriation - The allocations below represent the movement of budget authority in the amount of $250,000 from General Contingency to Project G51752 to cover projected expenditures associated with the Family Resource Center Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Services and Community Vitality	#G51752 FY26 First Things First	E	-	250,000	250,000
Grants	Human Services and Community Vitality	#G51752 FY26 First Things First	R	-	250,000	250,000
Contingency	General Operations	Contingency	E	81,655,600	(250,000)	81,405,600
Contingency	General Operations	Other	R	76,952,900	(250,000)	76,702,900
			Expense Total	**81,655,600**	**-**	**81,655,600**
			Revenue Total	**76,952,900**	**-**	**76,952,900**

2. Contract Awarding Authority List – Project G51752 First Things First is a new project to support Early Childhood Development. When Council approved the FY2025 Contract Awarding Authority List, project G51752 was not included. This amount is based on the grant award received.

Reference #	Project #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25239	G51752	FY26 First Things First Grant	$0	$250,000	$250,000

RESOLUTION 2025-65
EXHIBIT B

Grant Renewal Amendment (Contract #FTF-RC008-24-0788-04-Y3)

FIRST THINGS FIRST	**Grant Renewal Amendment** **Grant Renewal/2026 Grant Award** **FTF-RC008-24-0788-04-Y3** Northwest Maricopa Regional Partnership Council Family Resource Centers	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 771-5100

GRANTEE:

City of Surprise

PURPOSE OF AMENDMENT:

1. The parties renew the Grant Agreement for the period of July 1, 2025 through June 30, 2026.

2. Total award amount for the grant period is $ $250,000.00

3. Contracted Service Units:
   Strategy: Family Resource Centers
   Number of parenting activities conducted: 240

4. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.

5. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment:	The above referenced amendment is hereby executed effective July 1, 2025 once signed and dated below:
_____ Signature	_____ Josh Allen CFO/COO
_____ Name	_____ Date
_____ Title	
_____ Date	

Line-Item Budget and Budget Narrative

SFY26 Line-Item Budget

Budget period: July 1, 2025 – June 30, 2026

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		**Personnel Services Sub Total**	**$140,800**
	Salaries	$140,800	
EMPLOYEE RELATED EXPENSES		**Employee Related Expenses Sub Total**	**$46,700**
	Fringe Benefits or Other ERE	$46,700	
PROFESSIONAL AND OUTSIDE SERVICES		**Professional & Outside Services Sub Total**	**$48,775**
	Contracted Services	$48,775	
TRAVEL		**Travel Sub Total**	**$0**
	In-State Travel	$0	
	Out-of-State Travel	$0	
AID TO ORGANIZATIONS OR INDIVIDUALS		**Aid to Organizations or Individuals Sub Total**	**$0**
	Subgrants or Subcontracts to organizations/ agencies/entities	$0	
OTHER OPERATING EXPENSES		**Other Operating Expenses Sub Total**	**$13,725**
	Telephones/Communications Services	$1,000	
	General Office Supplies	$300	
	Food	$925	
	Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	$500	
	Program Materials	$10,000	
	Program Incentives	$1,000	
NON-CAPITAL EQUIPMENT		**Non-Capital Sub Total**	**$0**
	Equipment $4,999 or less in value	$0	
		SUBTOTAL DIRECT PROGRAM COSTS	**$250,000**
ADMINISTRATIVE/INDIRECT COSTS		**Total Admin/Indirect**	**$0**
	Indirect/Admin Costs	$0	
		TOTAL	**$250,000**

Authorized Signature _____ Date _____

SFY26 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Early Childhood Education Coordinator: This is a twelve-month position currently filled by Juan Marquez and represents a 1.00 full-time equivalent (FTE). The position will be 100% dedicated to early childhood services and programming as specified in the First Things First (FTF) State Fiscal Year 2026 (SFY26) Grant Renewal.

This is a salaried position with a base salary of $75,200. In addition, a bilingual pay stipend of $1500 will be included for a total salary/compensation of ***$76,700*** for SFY25. The rate of pay is based on the City of Surprise mid-range Pay Grade 110 which is determined by education and experience in the field.

Early Childhood Education Specialist: This is a twelve-month position currently filled by Jessica Vargas and represents a 1.00 full-time equivalent (FTE). The position will be 100% dedicated to early childhood services and programming as specified in the First Things First (FTF) State Fiscal Year 2026 (SFY26) Grant Renewal.

This is a full-time, hourly position with a rate of $28.654 per hour for a total base salary of $59,600. To account for potential overtime due to extended hours and weekend activities, 5.034% of base salary ($3000) will be included in this year's budget along with a bilingual pay stipend of $1500 for a total salary/compensation of ***$64,100*** for SFY26. The rate of pay is based on the City of Surprise mid-range Pay Grade 106 which is determined by education and experience in the field.

Total Personnel Expenses for SFY25: ***$140,800***

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Early Childhood Education Coordinator: Actual benefit costs were used to determine Employee Related Expenses (ERE) for SFY25. Components in determining the rate include Health, Dental, Vision, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of ***$34,200*** for SFY26.

Early Childhood Education Specialist: Actual benefit costs were used to determine Employee Related Expenses (ERE) for SFY25. Components in determining the rate include Vision, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of ***$12,500*** for SFY25. Medical and dental coverage is waived by the staff member.

Total Employee Related Expenses for SFY25: ***$46,700***

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

A total of ***$48,775*** is budgeted to establish and maintain agreements with various contractors to deliver programming designed for young children (0 to 5) and their families. The amount is based on quotes from contractors, both verbal and in writing, as well as on established and current Professional Service Agreements.

The types of activities and programs include, but are not limited to, early language and literacy development, positive discipline, brain development, physical development, kindergarten readiness, child safety, Science-Technology-Engineering-Art-Math (STEAM), and developmental milestone achievement. Program models include Southwest Human Development Raising a Reader, Arizona Science Center Science on Wheels, Phoenix

Zoo Live on Location, Honor Dance (pre-k dance lessons), T.E.A.M. 4 Kids Developmental Playgroups, Kindergarten Prep Workshops, and Parent Chat Support Groups. All contractors will be subject to the First Things First Standards of Practice, and all contracts will be subject to the City of Surprise procurement policies and procedures.

- Raising a Reader – Two (2), eight (8) -week series @ $5,000 per series = $10,000
- Science on Wheels – Twenty-six (26) STEAM activities @ $250 each = $6,500
- Science on Wheels – Two (2) large-format STEAM activities @ $500 each = $1,000
- Live on Location – Twenty-six (26) early literacy/STEAM activities @ $203.85 each = $5,300
- Live on Location – One (1) large format early literacy/STEAM activity @ $575
- Honor Dance – Eight (8), four (4) – week series @ $437.50 per series = $3500
- Developmental Playgroups – 48 developmental therapy activity lesson plans @ $50 each & twelve (12) therapist visits @ $100 each = $3,600
- Kindergarten Prep Workshops – Two (2), eight (8) – week series @ $4,200 per series = $8,400
- Parent Chats – 36 parent support group sessions @ $275 each = $9,900

Total Professional and Outside Services for SFY25: ***$48,775***

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy reimbursement rates for mileage, lodging, and meals for both in-state and out-of-state travel. For current Arizona state rates, visit: https://gao.az.gov/state-arizona-accounting-manual-saam - Travel Policy (Topic 50) & Reimbursement Rates (Section 95).*

N/A

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

N/A

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephone/Communications Services – A total of ***$1,000*** is budgeted for cell phone stipends for two (2) FTF-funded FTE staff at $500 per year each. Cell phones are a vital tool used for the purpose of communicating while providing programs and services in the field.

General Office Supplies – A total of ***$300*** is budgeted for the purchase of office supplies such as clipboards, pens, notepads, highlighters, dry erase markers, whiteboard cleaner, air dusters, microfiber towels, magnets, document holders, paper clips, binders, laminating film, and other items as needed.

Food – A total of ***$925*** is budgeted for the purchase of food and refreshments to be offered at various programs and events. Funds will be used to purchase snacks and refreshments for the parents/caregivers and children who attend certain activities which include support groups, workshops, events, and parent/child interactions. Cost determinations for each activity will be based on registered attendance.

Professional Development – A total of ***$500*** is budgeted for registration fees for conferences and training opportunities. These include but are not limited to the Safe Kids Child Passenger Safety Recertification Trainings and other appropriate workshops and/or conferences as they become available.

Program Materials – A total of ***$10,000*** is budgeted for the purchase of materials for activities aimed at promoting early childhood health, development, child passenger safety, kindergarten readiness and parent support such as:

- Child car seats
- Play group & play therapy materials (crafting/art supplies, STEAM supplies, feeding therapy supplies)
- Materials for community outreach and engagement events

Program Incentives – A total of ***$1,000*** is budgeted for the purchase of incentives for participation in activities presented by the Surprise Resource Center. The funds will primarily cover the cost of children's books and performers such as character actors and entertainers that will be a part of our larger events. Books will be purchased in bulk from an approved vendor and performers will be required to provide liability insurance and provide professional references prior to hiring.

- Children's Books – 125 at approximately $4 each = $500
- Performers - Kidz Jamboree - $500

Total Other Operating Expenses: ***$13,725***

Non-Capital Equipment: *For items with a unit cost less than $5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than $5,000.*

N/A

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

☐ **Option A - Administrative Costs***: with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

☐ **Option B - Federally Approved Indirect Costs***: If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs.* ***Applicants must provide a copy of their federally approved indirect cost rate agreement****.*

Authorized Signature _____ Date _____

FIRST THINGS FIRST

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be **fully or partially funded** through the program (listed under Personnel Services/Salaries in the budget) and the Full-Time Equivalent (FTE) for each position. For Key Personnel positions to be hired (TBH), describe the desired background/experience/degrees and field of study - and for all Key Personnel positions, indicate whether personnel meet the staffing qualifications in the Standards of Practice (SOP).

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	**Background/Expertise*** Must include qualifications that align with the Standards of Practice (SOP)	**Key Roles and Responsibilities**	**Meets the SOP Staffing Qualifications Yes/No****	**FTEs funded through the program**
Juan Marquez / Early Childhood Education Coordinator	Juan holds a Bachelor of Arts in Elementary Education and has over 14 years of experience working with families with children 0 to 5 years of age. Juan's experience includes working at the Benevilla Family Resource Center, a First Things First funded Resource Center in the NW Maricopa Region as well as with Arizona First Things First. Juan currently is the Early Childhood Education Coordinator at the Surprise Resource Center. Juan brings expertise in early childhood development, workshop facilitation, information and referral services, outreach and awareness and is fluent in both English and Spanish.	Conducts outreach to internal and external organizations that serve families with children 0 to 5 years of age. Develops and implements agreements with multiple organizations to deliver programming and services. Implements and facilitates parenting activities at the Resource Center and other community locations that follow the First Things First Standards of Practice. Facilitates parent/family referrals to internal and external organizations that provide services to families with young children. Collects and reports data to First Things First. Manages the First Things First budget and expenditures. Supervises the Early Childhood Education Specialist.	Yes	1.00
Jessica Vargas / Early Childhood Education Specialist	Jessica has over 10 years of experience in early childhood education as a member of a First Things First grantee organization. Jessica is currently the Early Childhood Education Specialist at the Surprise Resource Center. In addition, she has 12 years of experience in social work where she developed and implemented individualized action plans, conducted social research, and participated in community organizing efforts to improve outcomes for individuals and families. She has developed and facilitated various parenting activities such as parenting workshops, socialization groups, early literacy workshops, and support groups. Jessica holds a bachelor's degree in	Conducts outreach to internal and external organizations that serve families with children 0 to 5 years of age. Implements and facilitates parenting activities at the Resource Center and other community locations that follow the First Things First Standards of Practice. Facilitates parent/family referrals to internal and external organizations that provide services to families with young children. Collects data to assist in reporting to First Things First.	Yes	1.00

	business administration with a minor in sociology. Jessica brings expertise in early childhood development, program development and implementation, information and referral services as well as community outreach. Jessica is fluent in both English and Spanish			
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
N/A				
			Program Total FTEs:	**2.00**

*** Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.**

**** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.**

Name/Title **Date**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Lloyd Abrams, Director - Community Development

Submitting Department: Community Development

District: District 1

Staff Recommendations:

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

Agenda Wording:

Consideration and Action on accepting a Right of Way for a water line from Arizona State Land Department along 171st Avenue and Patton Road.

Motion:

I move to approve accepting Right of Way from Arizona State Land Department.

Background:

MK Marisol coordinated with the City to determine the best way for MK Marisol to transport untreated water from their well site to the City's water treatment plant. The best alignment was determined to be along 171st Avenue south of Patton Road. The City worked with the Arizona State Land Department and MK Marisol to acquire the right of way for the water line to tie in at Patton Road.

Objective Analysis:

The water line is needed to transport water from a well site to the Desert Oasis Water Treatment Facility.

Policy Compliant:

Approval of this item is policy compliant. The right of way transfer will advance the goals and policies of the Surprise General Plan and the City Councils' Strategic Plan.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. ASLD to council for 16-124758-00-100
2. ASLD RW 16-124758 - CC 05.20.25

STATE LAND DEPARTMENT
STATE OF ARIZONA

Right of Way

R/W No. 16-124758-00

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

CITY OF SURPRISE

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

EXTENT OF DOCUMENT

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

ARTICLE 1
SUBJECT LAND

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

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

ARTICLE 2
TERM

2.1 The term of this Right of Way commences on February 12, 2025 ("Commencement Date"), and runs for a perpetual term, unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3
RENT

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

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

ARTICLE 4
PURPOSE AND USE OF SUBJECT LAND

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

Underground 16" water transmission line

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

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

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

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

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

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

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

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

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

ARTICLE 5
CONFORMITY TO LAW

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

ARTICLE 6
CANCELLATION, TERMINATION AND ABANDONMENT

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

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

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

ARTICLE 7
INDEMNITY

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

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

ARTICLE 8
RESERVATIONS; RELINQUISHMENTS

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

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

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

ARTICLE 9
LOCATION, CONSTRUCTION AND MAINTENANCE

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

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

ARTICLE 10
NATIVE PLANTS AND CULTURAL RESOURCES

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

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

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

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

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

ARTICLE 11
GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

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

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

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

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

ARTICLE 12
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

ADDITIONAL CONDITIONS

16-124758-00-100

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

1. LEGAL DESCRIPTION, RENT AND PURPOSE

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

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

2. CONSTRUCTION, MAINTENANCE AND OPERATION

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

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (electronically in PDF format format) and applicable drainage report(s), engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

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

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends

Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

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

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

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

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

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

2.10 For construction on or after the Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

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

3. ENVIRONMENTAL MATTERS AND INDEMNITY

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

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

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

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

questions, and provide such reports and confirming information as Grantor may reasonably request.

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

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

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

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

liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

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

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

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

4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey *titled A Cultural Resources Survey of an Easement for ASLD 16 124758-00-100 Application in Surprise, Arizona (Swanson, 2024),*. Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.

4.2 Provided any cultural resources are discovered, Grantee shall avoid the resource or if avoidance is not feasible Grantee shall provide Grantor with any archaeological plans, studies, or reports that may be needed for Grantor's use in consultation with the State Historic Preservation Office (SHPO). submit a historic properties treatment plan for review and consultation with the State Historic Preservation Office (SHPO), under the State Historic Preservation Act, A.R.S. 41-861 et. seq. Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

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

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

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

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

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

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

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

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

4.10 Grantee shall salvage or replant cactus and other protected plants.

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

5. <u>SERVICE / ACCESS ROADS</u>

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

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

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

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

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

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

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

6. EXISTING LESSEES

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

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

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

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

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

7. MISCELLANEOUS

7.1 Grantor, or its successors or assigns, reserves the right, upon the request of Lessee / Certificate of Purchase Holder / Permittee to relocate all or any portion of this Right of Way, provided however that the Lessee / Certificate of Purchase Holder / Permittee of the underlying State Trust land shall bear the full cost and expense of the relocation of any facilities on the Subject Land and on neighboring land regardless of ownership necessary to accommodate the relocation of the Right of Way. Relocation shall require an amendment to the description of the Subject Land, and may require payment of additional rental to Grantor, but in no case a diminution in rental, if necessary to compensate for any greater value of the amended Subject Land.

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

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

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

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

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

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

8. EXHIBITS

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

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

[Signature page following]

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

✓ **By:** _____

✓ **Title:** _____

✓ **Date:** _____

[Remainder of this page left blank intentionally]

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

The West 20 feet of the Northwest Quarter of Section 36, Township 5 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona.

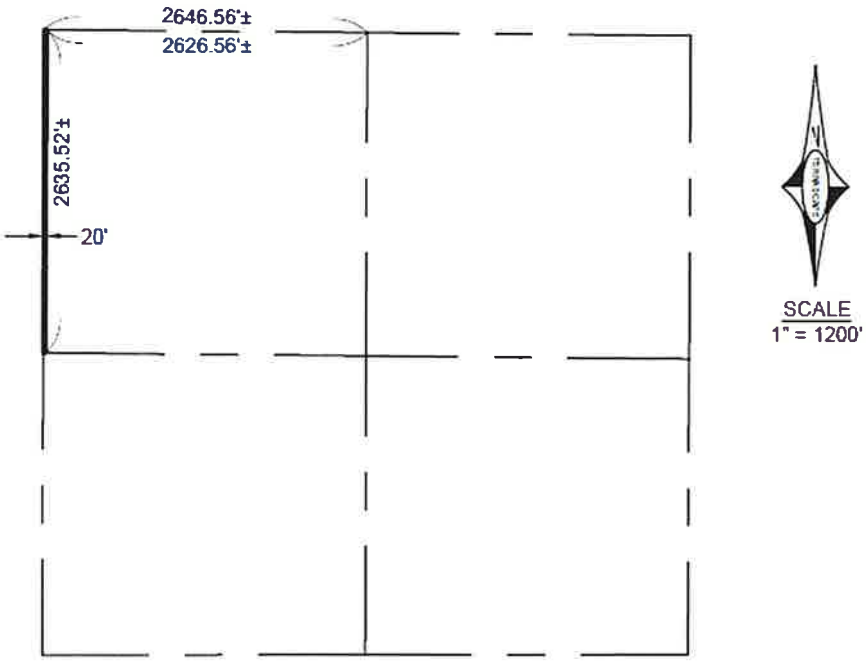
Containing 1.21 acres, more or less.

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

APPLICATION / FILE NO.
16-124758-00-100

SECTION MAP

ARIZONA STATE LAND DEPT.
TWP. 5N
RGE. 2W
SEC. 36



Mitchell H. Ragsdale
48943
Mitchell H. Ragsdale
7/8/24
Date Signed
ARIZONA U.S.A.

Terrascape consulting
civil engineering • surveying • urban planning

645 E. MISSOURI AVE., STE. 420
PHOENIX, ARIZONA 85012

P:602.297.8732 • F:602.230.8458

EXHIBIT

ARIZONA STATE LAND DEPT.

20' PUBLIC RAW WATER LINE EASEMENT

Project No. 1231 *Date : 7/8/24*
Sheet 1 of 1

EXHIBIT B
INSURANCE RIDER TO STATE LAND DEPARTMENT

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

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

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

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

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

1. Commercial General Liability - Occurrence Form.

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

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

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

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

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

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

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

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

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

c. Policy shall contain a severability of interest provision.

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

3. Worker's Compensation and Employers' Liability.

Workers' Compensation Statutory
Employers' Liability
Each Accident.....$1,000,000
Disease – Each Employee $1,000,000
Disease – Policy Limit.....$1,000,000

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

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

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

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

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

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

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

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1110 W. Washington Ave., Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

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

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

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

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

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

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

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

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

APPENDIX A

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

RUN DATE/TIME:
4/16/2025, 8:31 AM

KE-LEASE: 016-124758-00-100
APPTYPE: New
TOTAL ACRES: 1.210

TRS	County	Fund	Legal	AUS	Acres
5.0N-2.0W-36	7	30	W 20 FT of NW	0.0	1.210

Total Acres: 1.210

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

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: **Date**

(ASLD SEAL)

CITY OF SURPRISE
GRANTEE

✓ **Authorized Signature** ✓ **Date**

✓ **Printed Name** ✓ **Title**

✓ **Address**

✓ **City** ✓ **State** ✓ **Zip**

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

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

_____ _____

Grantee's Signature **Date**

Title _____

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

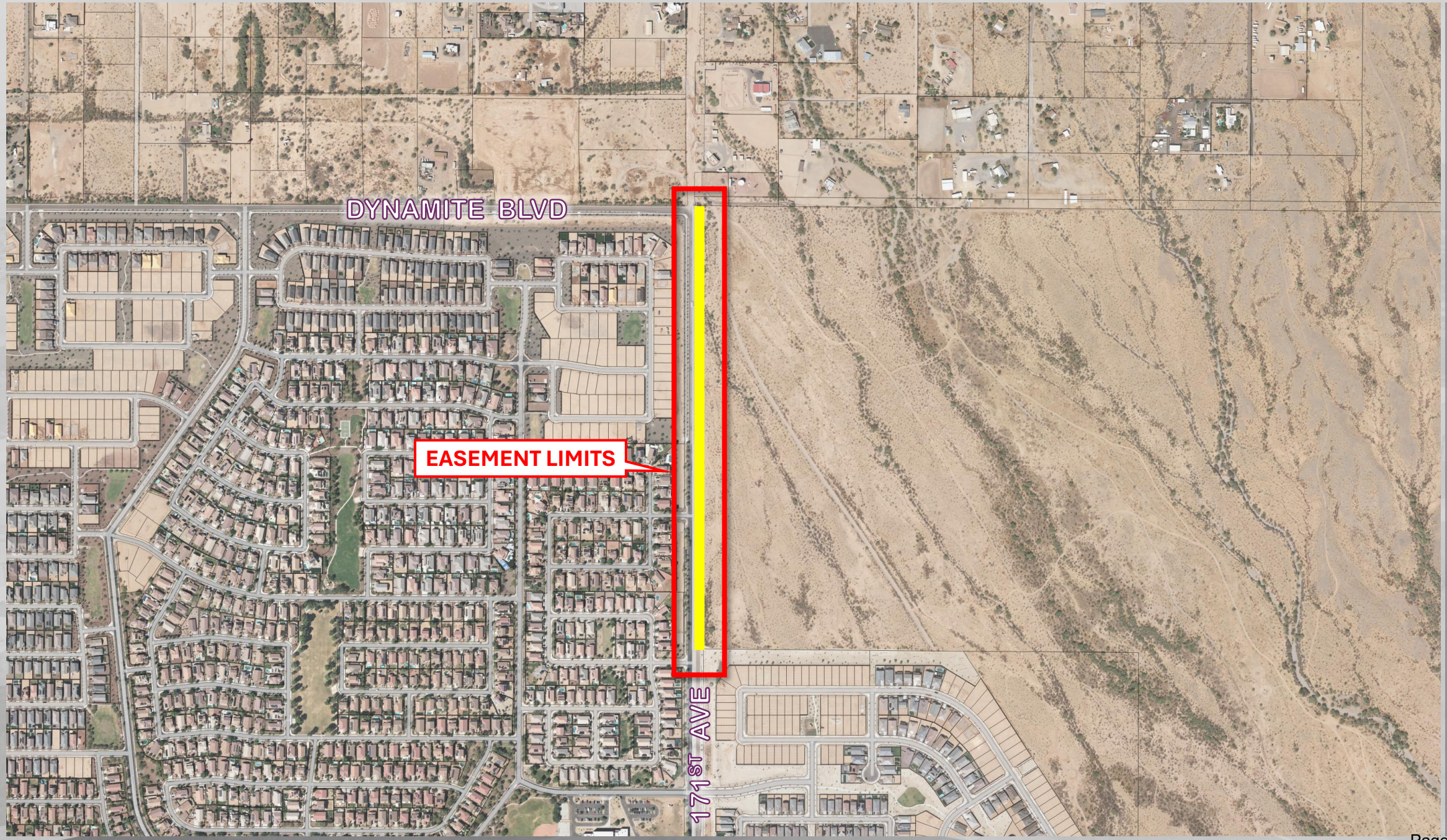
ASLD RW 16-124758

Water Line Easement

City Council

May 20, 2025

SURPRISE
ARIZONA

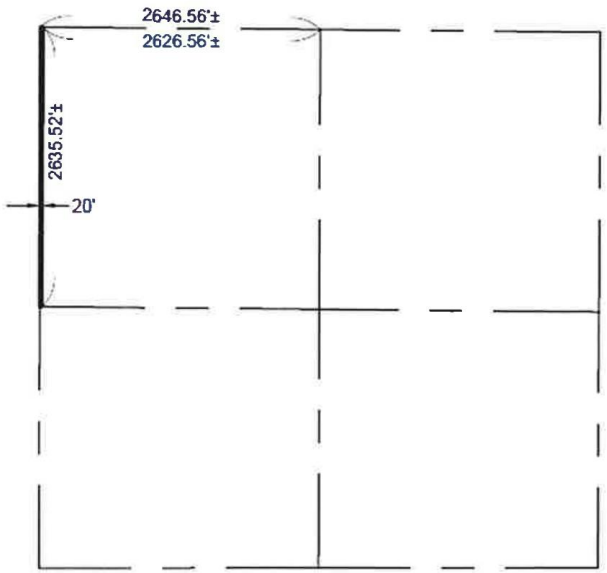


VICINITY MAP

SECTION MAP

APPLICATION / FILE NO.
16-124758-00-100

ARIZONA STATE
LAND DEPT.
TWP. 5N
RGE. 2W
SEC. 36



SCALE
1" = 1200'

Mitchell H. Ragsdale
48943
Mitchell H.
Ragsdale
7/8/24
Date Signed
ARIZONA U.S.A.

Terrascape consulting
civil engineering • surveying • urban planning

645 E. MISSOURI AVE., STE. 420
PHOENIX, ARIZONA 85012

P:602.297.9792 • F:602.230.8456

EXHIBIT

ARIZONA STATE LAND DEPT.

20' PUBLIC RAW WATER LINE EASEMENT

Project No. 1231 *Date : 7/8/24*
Sheet 1 of 1

EXHIBIT

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Lloyd Abrams, Director - Community Development

Submitting Department: Community Development

District: District 3

Staff Recommendations:

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

Agenda Wording:

Consideration and Action on accepting a Quit Claim Deed for dedication of right of way from Zanjero Trails HOA for right of way at the southwest corner of Perryville and Desert Cove Roads.

Motion:

I move to approve accepting a Quit Claim Deed from Zanjero Trails HOA.

Background:

The city is working with Dysart Unified School District (DUSD) to install High-intensity Activated crossWalK (HAWK) signals at various high schools in the city. Zanjero Trails HOA is working with the city and DUSD, dedicating right of way near Shadow Ridge High School to allow placement of one of the HAWK signals at a busy intersection to assist with student crossings.

Objective Analysis:

The additional safety features are needed to handle the increase in student crossings.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. Quit Claim 502-07-593
2. Zanjero Trails HOA SWC RW - CC 05.06.25

When Recorded Mail To:

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

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Zanjero Trails Homeowners Association, an Arizona nonprofit corporation ("Grantors")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this _____ day of _____, 2025.

GRANTOR: Zanjero Trails Homeowners Association, an Arizona nonprofit corporation

Keith LeNoue
By: _____
Its: Board President

State of Arizona)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this _____ day of _____, 2025, by _____.

My Commission Expires: _____

_____
Notary Public

GRANTEE: CITY OF SURPRISE, An Arizona municipal corporation

By: _____
Kevin Sartor
Its: Mayor

Attest:

_____
Kristi Passarelli, City Clerk

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kevin Sartor, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

My Commission Expires: _____

_____
Notary Public

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION
APN PARCEL 502-07-593

A parcel of land located in Tract A of the final plat of "ZANJERO TRAILS PHASE 2 PARCELS 16 & 17" as recorded in Book 1351, Page 49, records of Maricopa County, Arizona located in the Southeast Quarter of Section 21, Township 3 North, Range 2 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, described as follows:

COMMENCING at the Southeast Corner of said Section 21 from which the East Quarter Corner of said Section lies North 00°19'56" East 2636.82 feet;

Thence along the east line of said Southeast Quarter 1443.74 feet;

Thence departing said line North 89°40'04" West 55.00 feet to the east line of said Tract A and the POINT OF BEGINNING;

Thence along said east line of Tract A South 00°19'56" West 11.31 feet;

Thence North 44°40'04" West 38.63 feet to the north line of said Tract A;

Thence along said north line South 89°40'04" East 11.31 feet;

Thence along the northeast line of said Tract A South 44°40'04" East 22.63 feet to the POINT OF BEGINNING;

Containing 245 square feet, more or less.

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

End of description

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
Date Signed 02-04-25
ARIZONA, U.S.A.

EXHIBIT "B"

ZANJERO TRAILS PHASE 2
PARCEL 12B
BOOK 1282, PAGE 37 M.C.R.
TRACT B
APN 502-07-232

E 1/4 COR
SEC 21
T3N, R2W

PERRYVILLE ROAD

N

SCALE: 1"=60'

0 10 30 60

DESERT COVE ROAD

L3 L4 L2 L1 POB

ZANJERO TRAILS PHASE 2
PARCELS 16 & 17
BOOK 1351, PAGE 49 M.C.R.
TRACT A
APN 502-07-593

N89° 40'04"W
55.00'
(TIE
LINE)

N00° 19'56"E 1443.74'
(TIE LINE)

DUSD #89
BOOK 1065, PAGE 16 M.C.R.
LOT 1
APN 502-83-338

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
ROW	ROAD RIGHT-OF-WAY
	ROW DEDICATION AREA=245 sq. ft.

LINE TABLE

LINE	BEARING	LENGTH
L1	S00° 19'56"W	11.31'
L2	N44° 40'04"W	38.63'
L3	S89° 40'04"E	11.31'
L4	S44° 40'04"E	22.63'

SE COR
SEC 21
T3N, R2W
POC

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
Date Signed 02-04-25
ARIZONA, U.S.A.

BEARING BASE: The east line of the southeast quarter of Section 21 as recorded in Book 1351, Page 49, M.C.R. cited as N00° 19'56"E

ROAD RIGHT-OF-WAY DEDICATION	SURPRISE ARIZONA	CITY OF SURPRISE LAND SURVEY DEPARTMENT	
PROJECT # 25006	DRAWN BY RCD	DATE 02-04-25	SHEET 1 OF 1

Zanjero Trails HOA SWC

Quit Claim Deed

City Council

May 6, 2025

SURPRISE
ARIZONA

VICINITY MAP

EXHIBIT

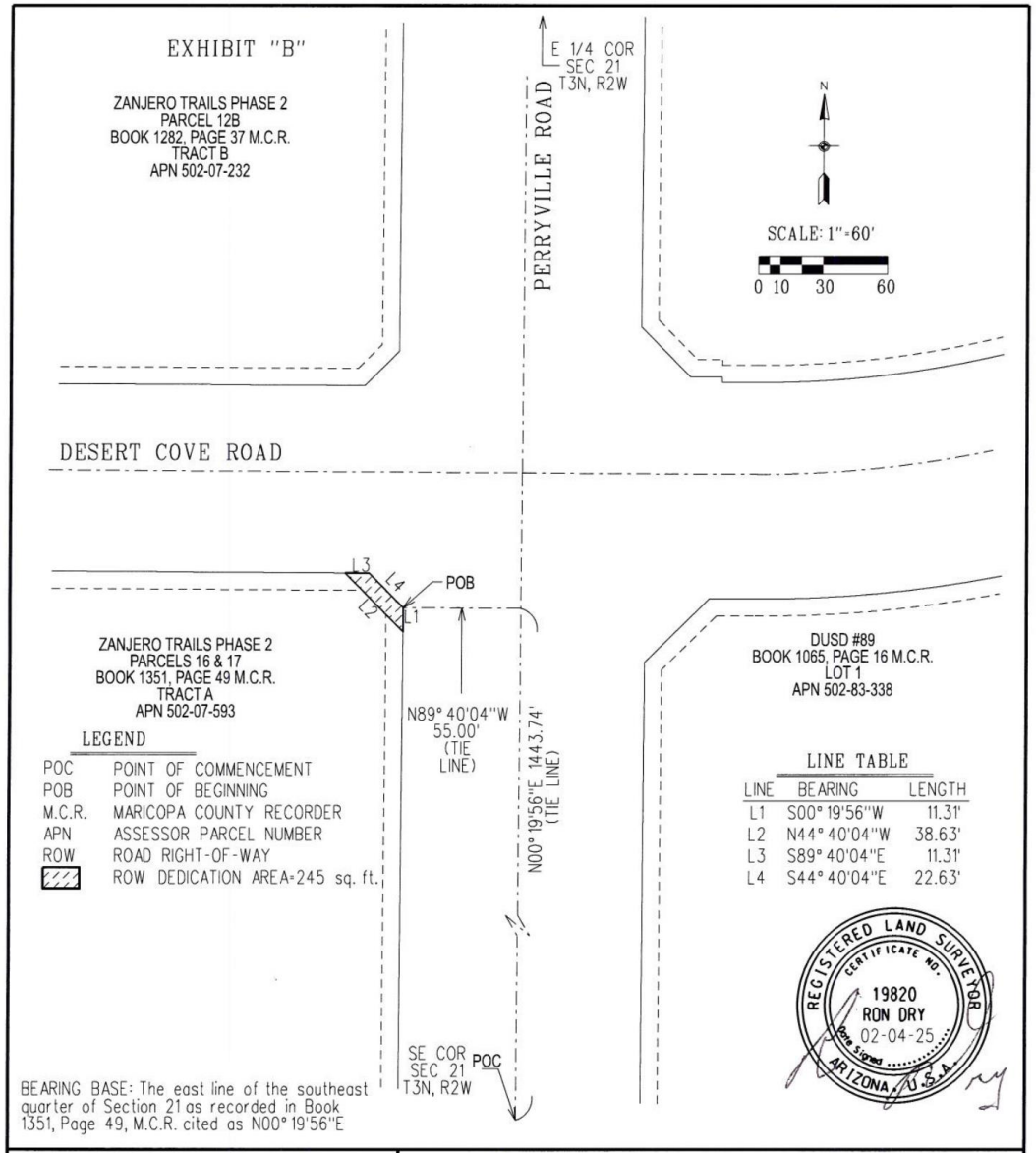


EXHIBIT "B"
ZANJERO TRAILS PHASE 2
PARCEL 12B
BOOK 1282, PAGE 37 M.C.R.
TRACT B
APN 502-07-232
E 1/4 COR
SEC 21
T3N, R2W
PERRYVILLE ROAD
N
SCALE: 1"=60'
0 10 30 60
DESERT COVE ROAD
L3
L4
L2
L1
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ZANJERO TRAILS PHASE 2
PARCELS 16 & 17
BOOK 1351, PAGE 49 M.C.R.
TRACT A
APN 502-07-593
N89° 40'04"W
55.00'
(TIE
LINE)
N00° 19'56"E 1443.74'
(TIE LINE)
DUSD #89
BOOK 1065, PAGE 16 M.C.R.
LOT 1
APN 502-83-338
LEGEND
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
M.C.R. MARICOPA COUNTY RECORDER
APN ASSESSOR PARCEL NUMBER
ROW ROAD RIGHT-OF-WAY
ROW DEDICATION AREA=245 sq. ft.
LINE TABLE
LINE BEARING LENGTH
L1 S00° 19'56"W 11.31'
L2 N44° 40'04"W 38.63'
L3 S89° 40'04"E 11.31'
L4 S44° 40'04"E 22.63'
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
02-04-25
Date Signed
ARIZONA, U.S.A.
SE COR
SEC 21
T3N, R2W
POC
BEARING BASE: The east line of the southeast quarter of Section 21 as recorded in Book 1351, Page 49, M.C.R. cited as N00° 19'56"E
ROAD RIGHT-OF-WAY
DEDICATION
SURPRISE
ARIZONA
CITY OF SURPRISE
LAND SURVEY DEPARTMENT
PROJECT # 25006
DRAWN BY RCD
DATE 02-04-25
SHEET 1 OF 1

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Lloyd Abrams, Director - Community Development

Submitting Department: Community Development

District: District 3

Staff Recommendations:

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

Agenda Wording:

Consideration and Action on accepting a Quit Claim Deed for dedication of right of way from Zanjero Trails HOA for right of way at the northwest corner of Perryville and Desert Cove Roads.

Motion:

I move to approve accepting a Quit Claim Deed from Zanjero Trails HOA.

Background:

The city is working with Dysart Unified School District (DUSD) to install High-intensity Activated crossWalK (HAWK) signals at various high schools in the city. Zanjero Trails HOA is working with the city and DUSD, dedicating right of way near Shadow Ridge High School to allow placement of one of the HAWK signals at a busy intersection to assist with student crossings.

Objective Analysis:

The additional safety features are needed to handle the increase in student crossings.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. Quit Claim 502-07-232
2. Zanjero Trails HOA NWC RW - CC 05.06.25

When Recorded Mail To:

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

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Zanjero Trails Homeowners Association, an Arizona nonprofit corporation ("Grantors")

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this _____ day of _____, 2025.

GRANTOR: Zanjero Trails Homeowners Association, an Arizona nonprofit corporation

Keith LeNoue
By: _____
Its: Board President

State of Arizona)
) ss.
County of Maricopa)

This instrument was acknowledged and executed before me this _____ day of _____, 2025, by _____.

My Commission Expires: _____

_____
Notary Public

GRANTEE: CITY OF SURPRISE, An Arizona municipal corporation

By: _____
Kevin Sartor
Its: Mayor

Attest:

_____
Kristi Passarelli, City Clerk

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kevin Sartor, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

My Commission Expires: _____

_____
Notary Public

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION
APN PARCEL 502-07-232

A parcel of land located in Tract B of the final plat of "ZANJERO TRAILS PHASE 2 PARCEL 12B" as recorded in Book 1282, Page 37, records of Maricopa County, Arizona located in the Southeast Quarter of Section 21, Township 3 North, Range 2 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, described as follows:

COMMENCING at the Southeast Corner of said Section 21 from which the East Quarter Corner of said Section lies North 00°19'56" East 2636.82 feet;

Thence along the east line of said Southeast Quarter 1562.74 feet;

Thence departing said line North 89°40'04" West 58.00 feet to the east line of said Tract B and the POINT OF BEGINNING;

Thence along the southeast line of said Tract B South 45°19'56" West 22.63 feet;

Thence along the south line of said Tract B North 89°40'04" West 11.31 feet;

Thence North 45°19'56" East 38.63 feet to said east line of Tract B;

Thence along said east line South 00°19'56" West 11.31 feet to the POINT OF BEGINNING;

Containing 245 square feet, more or less.

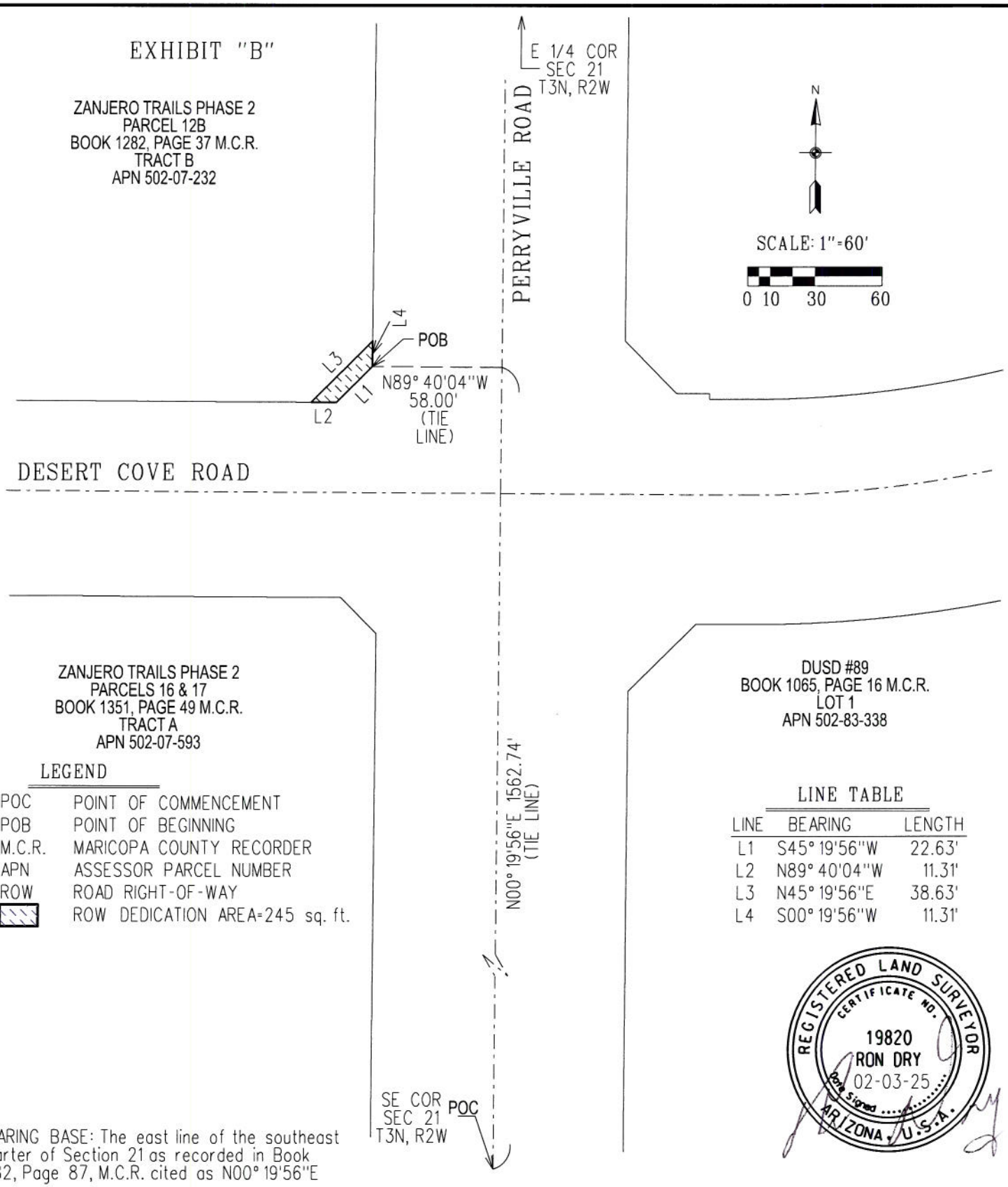
Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
02-03-25
Date Signed
ARIZONA, U.S.A.

EXHIBIT "B"

ZANJERO TRAILS PHASE 2
PARCEL 12B
BOOK 1282, PAGE 37 M.C.R.
TRACT B
APN 502-07-232



ZANJERO TRAILS PHASE 2
PARCELS 16 & 17
BOOK 1351, PAGE 49 M.C.R.
TRACT A
APN 502-07-593

DUSD #89
BOOK 1065, PAGE 16 M.C.R.
LOT 1
APN 502-83-338

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
ROW	ROAD RIGHT-OF-WAY
	ROW DEDICATION AREA=245 sq. ft.

LINE TABLE

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L2	N89° 40'04"W	11.31'
L3	N45° 19'56"E	38.63'
L4	S00° 19'56"W	11.31'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
02-03-25
Date Signed
ARIZONA, U.S.A.

BEARING BASE: The east line of the southeast quarter of Section 21 as recorded in Book 1282, Page 87, M.C.R. cited as N00° 19'56"E

ROAD RIGHT-OF-WAY DEDICATION	SURPRISE ARIZONA	CITY OF SURPRISE LAND SURVEY DEPARTMENT	
PROJECT # 25006	DRAWN BY RCD	DATE 02-03-25	SHEET 1 OF 1

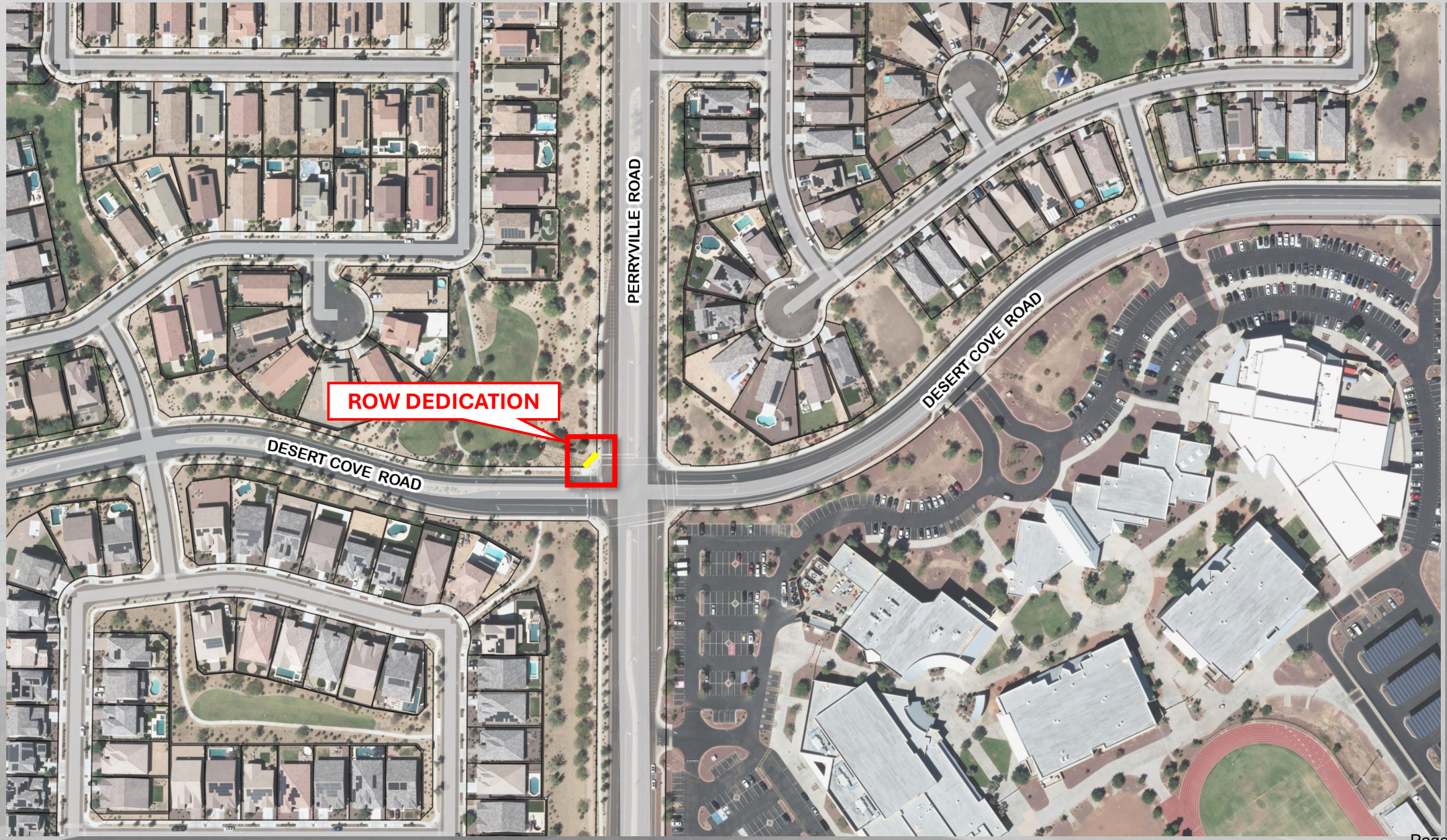
Zanjero Trails HOA NWC

Quit Claim Deed

City Council

May 6, 2025

SURPRISE
ARIZONA



VICINITY MAP

EXHIBIT

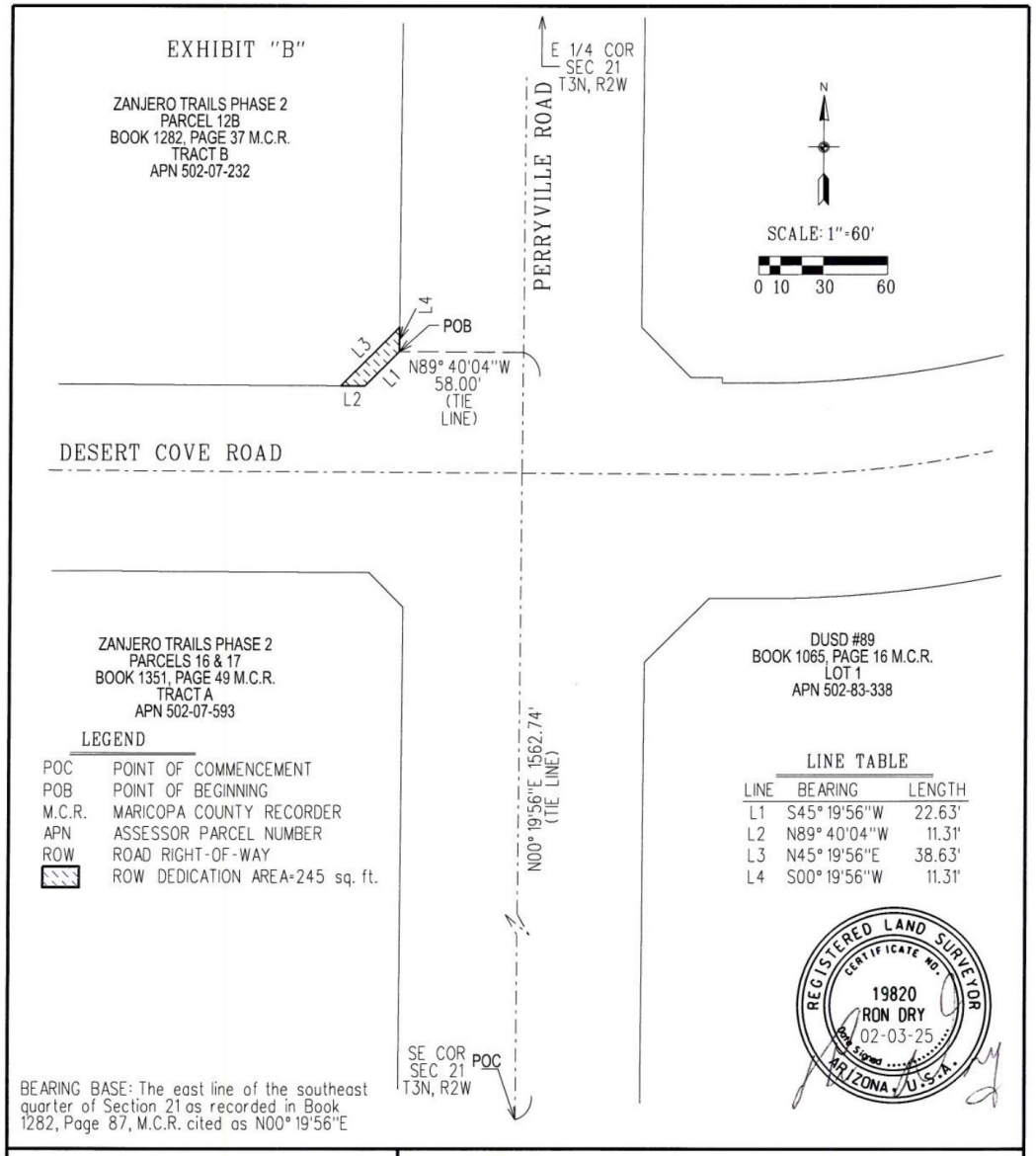


EXHIBIT "B"
ZANJERO TRAILS PHASE 2
PARCEL 12B
BOOK 1282, PAGE 37 M.C.R.
TRACT B
APN 502-07-232
E 1/4 COR
SEC 21
T3N, R2W
PERRYVILLE ROAD
N
SCALE: 1"=60'
0 10 30 60
L4
POB
L3
L1
L2
N89° 40'04"W
58.00'
(TIE
LINE)
DESERT COVE ROAD
ZANJERO TRAILS PHASE 2
PARCELS 16 & 17
BOOK 1351, PAGE 49 M.C.R.
TRACT A
APN 502-07-593
DUSD #89
BOOK 1065, PAGE 16 M.C.R.
LOT 1
APN 502-83-338
N00° 19'56"E 1562.74'
(TIE LINE)
LEGEND
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
M.C.R. MARICOPA COUNTY RECORDER
APN ASSESSOR PARCEL NUMBER
ROW ROAD RIGHT-OF-WAY
ROW DEDICATION AREA=245 sq. ft.
LINE TABLE
LINE BEARING LENGTH
L1 S45° 19'56"W 22.63'
L2 N89° 40'04"W 11.31'
L3 N45° 19'56"E 38.63'
L4 S00° 19'56"W 11.31'
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19820
RON DRY
02-03-25
Date Signed
ARIZONA U.S.A.
SE COR
SEC 21
T3N, R2W
POC
BEARING BASE: The east line of the southeast quarter of Section 21 as recorded in Book 1282, Page 87, M.C.R. cited as N00° 19'56"E
ROAD RIGHT-OF-WAY
DEDICATION
SURPRISE
ARIZONA
CITY OF SURPRISE
LAND SURVEY DEPARTMENT
PROJECT # 25006
DRAWN BY RCD
DATE 02-03-25
SHEET 1 OF 1

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Lloyd Abrams, Director - Community Development

Submitting Department: Community Development

District: District 1

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of a Development Agreement between the City of Surprise and Desert Moon 40, LLC, Resolution No. 2025-60.

Motion:

I move to approve Resolution No. 2025-60

Background:

Owner owns approximately 40 acres of real property generally located at the southeast corner of 227th Avenue and Pinnacle Peak Road known as Desert Moon Estate. On June 8, 1989, the City of Surprise City Council approved the annexation of approximately 19,038 acres pursuant to Ordinance No. 89-05, which included the property. The City Council zoned the Property on July 12, 2007 as R-1, pursuant to Ordinance No. 07-36. Owner has submitted an application to rezone the Property from R-1 to R-2 (the "Rezoning"). In the event the City Council, in the exercise of its legislative discretion, approves Owner's request to rezone the Property, and as a result of the uses permitted under the City's R-2 zoning district, certain public infrastructure shall be constructed to accommodate Owner's development and use of the Property. As such this agreement outlines the owner's and city's obligations.

Owner's Obligations – The Owner shall construct the following off-site roadway improvements, provided such improvements have not already been completed by the adjacent property owner: (i) complete the off-site section of 227th Avenue between the southern edge of the Property and the current termination point north of Sun Valley Parkway to provide primary access to the Property; (ii) complete the off-site section of Pinnacle Peak Road, either west to 231st Avenue or east to 219th Avenue, to provide secondary access to the Property; and (iii) pay its proportionate share of the cost of constructing a new traffic signal prior to the approval of any final plats.

In the event the City determines that the SPA 3 Recharge Basin is needed prior to the development of the Property, the Owner agrees to pay its proportionate share (based on acreage), including the expenditure of all necessary proportional funds, for the cost of acquiring and/or constructing the SPA 3 Recharge Basin. Additionally, the Owner shall secure wastewater treatment capacity in the SPA 3 Water Reclamation Facility ("SPA 3 WRF") pursuant to the SPA 3 Regional Wastewater Treatment Plant

Capacity Allocation Agreement (MCR #20190029551).

City's Obligation – The City agrees to assist the Owner in acquiring any right-of-way necessary to install the roadways described in this Agreement, including, if necessary, the use of the City's condemnation authority. In the event the City exercises its condemnation authority, the Owner shall reimburse the City for all actual, third-party, out-of-pocket costs incurred by the City during the condemnation process.

Objective Analysis:

Potential Positive Impacts Include: Growth is paying for itself; the City is not fully administrating the fees; infrastructure is being built in an area of the City needing public infrastructure.

Potential Negative Impacts: The City will be required to operate and maintain more infrastructure.

Policy Compliant:

The action is compliant with Council policy relative to growth paying for itself.

Financial Impact:

Per the agreement, Desert Moon 40, LLC will be responsible for the design, construction, and installation of the various public improvements as outlined in the agreement. The City will be responsible for the operating and maintenance costs of the public infrastructure upon acceptance. The acceptance of infrastructure increases the City's asset base and adds to future maintenance commitments.

Budget Impact:

None at this time; however, the anticipated incremental additional maintenance expense associated with the public infrastructure will be incorporated in future budgets.

FTE Impact:

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

ATTACHMENTS:

1. Desert Moon Development Agreement
2. Resolution 2025-60 Desert Moon Development Agreement Presentation
3. Resolution 2025-60

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

With a copy to:
Jeffrey M. Blilie
Gilbert Blilie PLLC
701 N 44th Street
Phoenix, AZ 85008

DEVELOPMENT AGREEMENT
(DESERT MOON)

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into as of the _____ day of _____, 2025, (the "**Effective Date**"), by and between the CITY OF SURPRISE, an Arizona municipal corporation (the "**City**"), and DESERT MOON 40, LLC, an Arizona limited liability company (the "**Owner**"). City and Owner are referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Owner owns approximately 40 acres of real property generally located at the southeast corner of 227th Avenue and Pinnacle Peak Road, as legally described in Exhibit A and depicted on Exhibit B attached hereto (the "**Property**").

B. On June 8, 1989, the City of Surprise City Council (the "**City Council**") approved the annexation of approximately 19,038 acres pursuant to Ordinance No. 89-05, which included the Property.

C. On July 12, 2007, per Case #RZ06-413, the City Council zoned the Property as R-1, pursuant to Ordinance No. 07-36.

D. Owner has submitted an application to rezone the Property from R-1 to R-2 (the "**Rezoning**").

E. In the event the City Council, in the exercise of its legislative discretion, approves Owner's request to rezone the Property, and as a result of the uses permitted under the City's R-2 zoning district, certain public infrastructure shall be constructed to accommodate Owner's development and use of the Property.

F. Pursuant to A.R.S. § 9-500.05(H), the Parties now seek to enter into this Agreement to further define the Parties' respective rights, responsibilities, and obligations with respect to the contemplated development of the Property, namely to set forth the duration of the Agreement; the future uses permitted on the Property; the density and intensity of uses and the maximum height and size of proposed buildings within the Property; the dedication of land for public purposes; the

phasing or time of construction or development on the Property; conditions, terms, restrictions, and requirements for public infrastructure and the financing of public infrastructure and subsequent reimbursements over time, if any; and other matters relating to the development of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General Matters.

1.1 The recitals are incorporated as if fully set forth herein.

1.2 The exhibits attached to this Agreement are incorporated herein by this reference.

2. General Plan and Surprise Municipal Code Compliance. Pursuant to A.R.S. § 9-500.05(B), the proposed development of the Property pursuant to this Agreement is consistent with the City's General Plan as of the Effective Date. Unless otherwise amended or provided for within this Agreement, Owner shall develop the Property in accordance with the zoning narrative previously submitted to the City of Surprise Planning and Zoning Commission at the public hearing held on August 1, 2024, attached hereto Exhibit C. Notwithstanding the foregoing, nothing herein shall relieve Owner of the obligation to comply with the City Code and all applicable rules, ordinances, regulations, standards, procedures, plans (general or specific), and administrative policies of the City that are in effect at the time submittals or permit applications are received by the City.

3. Owner's Obligations.

3.1 Roadway Improvements. Owner shall construct the following off-site roadway improvements, provided such off-site roadway improvements have not already been completed by the adjacent property owner:

3.1.1 227th Avenue (Off-Site) Improvements. Owner shall complete the off-site section of 227th Avenue between the southern edge of the Property and where the roadway currently terminates north of Sun Valley Parkway for primary access to the Property. The off-site improvements to 227th Avenue shall provide paved "all-weather" access to the Property and shall be financed, designed, constructed, and installed per City of Surprise Arterial standard pavement section with two 14' travel lanes.

Owner shall not be required to install any curbs, gutters, sidewalks, landscaping, or streetlights with the off-site portion of 227th Avenue, unless such improvements are needed to provide "all-weather" access, as determined by the City in the City's sole discretion. Owner shall ensure that any existing or future access points/driveways are preserved along this section of roadway. Additionally, Owner shall be required to dedicate to the City sixty-eight (68') of right-of-way for the off-site portion of 227th Avenue.

3.1.2 Secondary Access. Owner shall complete the off-site section of Pinnacle Peak Road, either west to 231st Avenue or east to 219th Avenue in order to provide secondary access to the Property. The off-site improvements to Pinnacle Peak Road shall provide

two lanes of paved "all-weather" access and shall be financed, designed, constructed, and installed to meet the roadway classification identified in the City's approved general plan.

Owner shall not be required to install any curbs, gutters, sidewalks, landscaping, or streetlights with the off-site portion of Pinnacle Peak Road, unless such improvements are needed to provide "all-weather" access, as determined by the City in the City's sole discretion. Additionally, Owner shall dedicate to the City the required right-of-way for the off-site portion of Pinnacle Peak Road based on the roadway classification identified in the City's general plan.

3.1.3 227th & Sun Valley Parkway Traffic Signal. Owner shall pay its proportionate share of the construction of a new traffic signal prior to approval of any final plats. Owner's proportionate share shall be defined as the legal defined acreage of the development divided by the total legal defined acreage of the benefited area. The proportionate share cost shall be calculated by multiplying the proportionate share percentage by the total construction cost of the signal based on the City's contractor's Guaranteed Maximum Price ("GMP") or Invitation to Bid price proposal. Owner's proportionate share is further defined below.

227th / Sun Valley Parkway Traffic Signal Proportionate Share Breakdown			
Desert Moon Parcels	*Parcel Size (Acres)*	*Parcel % of Desert Moon Development*	*Proportionate share of signal cost %*
503-81-031P	10.0	25%	0.51%
503-81-031M	20.0	50%	1.02%
503-81-031Q	10.0	25%	0.51%
Totals	***40.0***	***100%***	***2.04%***
Benefited Area Total Acreage	***1956.70***		

In the event that other developments have provided a proportionate share to the cost of the new traffic signal, those amounts will be deducted from the contractor's GMP to calculate the Owner's proportionate share. Owner shall pay these costs to the City at or before Owner applies for a permit of any type or nature whatsoever.

3.1.4 Two Points of Ingress and Egress. In accordance with the 2018 International Fire Code, section 503 as referenced in the City's Municipal Code § 105-19(J). Owner shall, at all times during and after construction, maintain two points of ingress and egress.

3.1.5 Reimbursement for Off-Site Roadways. In the event Owner is required to acquire land and/or design, construct and install any of the off-site roadways identified in this Agreement, then the acquisition costs and/or the associated design and construction costs may be eligible for repayment through the City's Public Improvement Repayment program, SMC Sections 42-3 through 42-10.

3.2. Assured Water Supply. The City has a Designation of Assured Water Supply pursuant to A.R.S. § 45-576. This Agreement is not a written commitment of water service from the City pursuant to A.R.S. § 9-463.01(I).

3.3. Water Supply Infrastructure Improvements. A regional recharge basin is necessary in order to support the ongoing development in the City's Special Planning Area 3 (SPA 3) region (the "**SPA 3 Recharge Basin**"). Owner's payment of the City Water Resource Development Fee shall constitute payment of Owner's proportionate share of the costs to acquire and/or construct the SPA 3 Recharge Basin. In the event the City determines that the SPA 3 Recharge Basin is needed prior to the development of the Property, then Owner agrees to pay its proportionate share (based on acreage), including the expenditure of all necessary proportionate funds, for the cost of acquiring and/or constructing the SPA 3 Recharge Basin prior to the City approving any final plat, site plan, or building permit within the Property, and such amount paid shall be creditable against the Water Resource Development Fees to be collected within the Property.

3.4. Wastewater Improvements. Owner shall secure wastewater treatment capacity in the SPA 3 Water Reclamation Facility ("**SPA 3 WRF**") pursuant to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement (MCR # 20190029551). If there is no available capacity for purchase, the Owner shall participate in an expansion of the SPA 3 WRF. The City will not approve any final plat, site plan, or building permit unless and until such time as Owner provides verifiable proof, as determined by the City in the City's sole discretion, of wastewater treatment capacity for the final plat, site plan or building permit being approved.

4. City's Obligations.

4.1 Right-of-Way Acquisition. The City agrees to assist Owner in acquiring any right-of-way necessary to install the roadways described in Section 3.1, even if such assistance means the use of the City's condemnation authority. In the event the City uses its condemnation authority, all actual third-party out-of-pocket costs incurred by the City during the condemnation process shall be reimbursed to the City by Owner.

5. Construction and Dedication.

5.1 Conveyance of Property. On the final plats (or by some other instrument in the event a final plat is not required), Owner shall dedicate to the City all parcels, rights-of-way, and easements within the Property needed for the public infrastructure, or as required pursuant to this Agreement, free and clear of all encumbrances which could affect marketability of title.

5.2 Construction Access. Owner and its agents shall have the right to enter, remain upon, and cross over any City easement or ROW to the extent reasonably necessary to design, construct, or install public infrastructure, provided that (i) Owner's use does not unreasonably impede the City's use and enjoyment of the subject property; and (ii) Owner shall obtain any required permit for the use of such easement or ROW, as required by the City, and provided also that Owner shall restore such easement or ROW to substantially the same condition as existed prior to Owner's entry. The City and its employees, agents, and contractors shall have the right to enter, remain upon, and cross over any portion of the Property to the extent reasonably necessary to inspect, test, maintain, or operate public infrastructure, provided that (i) the City's use does not materially impede or adversely affect Owner's use and enjoyment of the subject property; and (ii) the City shall restore such portion of the Property to substantially the same condition as existed prior to the entry thereon by the City and/or its employees, agents, or contractors.

6. General Provisions.

6.1 Term. The term of this Agreement shall be ten (10) years commencing upon its full execution and may be extended for two (2) additional five (5) year periods, as long as within

ninety (90) days prior to the expiration of the term or an extension thereof, the City finds that (i) development within the Property is ongoing or imminent, and (ii) the parties within the Property will be served by the improvements that are the subject of this Agreement. The City's obligation to continue providing municipal services to the portions of the Property receiving municipal services shall survive the termination of this Agreement. If for any reason the Rezoning is denied or otherwise rejected by the City Council through the Council's exercise of its legislative discretion, this Agreement shall be null and void.

6.2 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution.

6.3 Notices and Filings. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered, or served if in writing and delivered personally, emailed, or sent by certified United States Mail, postage pre-paid, return receipt requested, to:

City:	City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 Attn: City Manager Email: bob.wingenroth@surpriseaz.gov
With Copy to:	City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 Attn: City Attorney Email: Phone: (623) 222-1120
Owner:	Desert Moon 40, LLC 2415 E. Camelback Road #700 Phoenix, AZ 85016 Attn: Lisa Kazan Email: lisakazan@prodigy.net
With Copy to:	Gilbert Blilie PLLC 701 N. 44th Street Phoenix, AZ 85008 Attn: Jeffrey Blilie Email: jblilie@gilbertblilie.com Phone: (623) 606-0532

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to any Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party, and with sufficient postage.

6.4 Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement by such Party. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party shall constitute a default by the breaching Party under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching Party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation within ninety (90) days after written notice is received from another Party. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires the City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Agreement.

6.5 Dispute Resolution. If there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a sixty (60) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencing litigation. The mediation may be held under the commercial mediation rules of the American Arbitration Association, or any other rules acceptable to the Parties or required by the selected mediator. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. If the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and Owner shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the City and Owner. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation after the moratorium.

6.6 Choice of Law, Venue, Damages, and Attorneys' Fees. Any dispute, controversy, claim, or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Relief is limited to injunctive relief and specific performance. In no instance shall either Party be entitled to recover monetary damages, general or special, from the other Party. Neither Party shall be entitled to recover any of its attorneys' fees nor other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

6.7 Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under applicable laws and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

6.8 Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns, provided, however, that Owner's rights and obligations hereunder may be assigned, in whole or in part, only to a person or entity that has acquired title to the Property or a portion thereof (with the consent of

the City) and only by a written instrument recorded in the Official Records of Maricopa County, Arizona, expressly assigning such rights and obligations. In the event of a complete or partial assignment by Owner, all or a portion of Owner's rights and obligations hereunder shall terminate effective upon the assumption by Owner's assignee of such rights and obligations and the execution of an addendum that recognizes the assignment with respect to the portion of the Property transferred or conveyed. And when such addendum has been approved and countersigned by the City Manager, it shall be incorporated into and become a part of this Agreement.

6.9 Termination Upon Sale of Subdivided Lots. Except as otherwise provided herein, this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the individual lots within the Property. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement shall terminate without the execution or recordation of any further document or installment as to any finally subdivided lot, and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

6.10 Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other agreement between the Parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

6.11 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.

6.12 Headings. 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.

6.13 Counterparts. 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.

6.14 Conflict of Interest. This Agreement is subject to the terms of A.R.S. § 38-511.

6.15 Entire Agreement. This Agreement, together with the following Exhibits attached hereto constitutes the entire agreement between the Parties. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by this Agreement.

(a) Exhibit A: Legal description of the Property

(b) Exhibit B: Depiction of the Property

(c) Exhibit C: Zoning Narrative

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:

CITY OF SURPRISE,
an Arizona municipal corporation

By_____
Mayor Kevin Sartor

Date_____

APPROVED AS TO FORM:

_____
City Attorney

ATTESTED:

_____
City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2025, before me personally appeared Kevin Sartor, the Mayor of the CITY OF SURPRISE, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: _____

OWNER:

DESERT MOON 40, LLC,
an Arizona limited liability company

By: Larry Management Inc.,
An Arizona corporation
Its: Manager

By: Lisa Kazan
Lisa Kazan, Vice-President

Date: 4-07-2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 7th day of APRIL, 2025, before me personally appeared Lisa Kazan, Vice-President of Larry Management Inc, manager of DESERT MOON 40, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: 9/19/2025

Joe Miller
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-19-25
Commission No. 615115

EXHIBIT A
Legal Description

PARCEL DESCRIPTIONS

PARCEL No. 1:

The East half of the Northwest quarter of the Northwest quarter of Section 14, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL No. 2:

The Northwest quarter of the Northwest quarter of the Northwest quarter of Section 14, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL No. 3:

The Southwest quarter of the Northwest quarter of the Northwest quarter of Section 14, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
Date Signed 4/23/2024
ARIZONA, U.S.A.

EXHIBIT B
Depiction of the Property

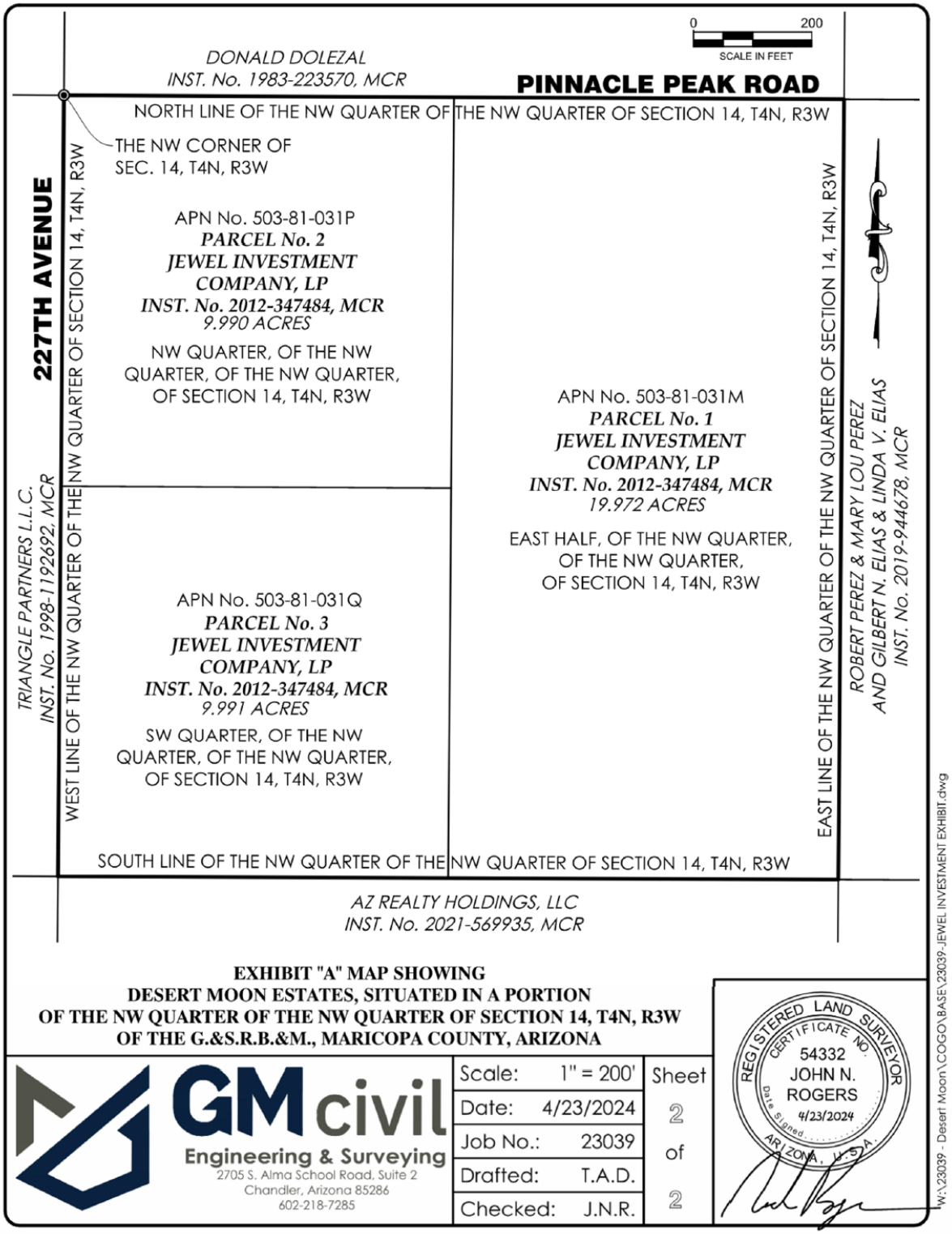


EXHIBIT C

Zoning Narrative

DESERT MOON ESTATES

REZONING NARRATIVE

Site Analysis | Proposed Zoning and Conceptual Land Use Plan | Regulatory Development Standards

CASE #: FS24-0080
1ST SUBMITTAL: JANUARY, 2024
2ND SUBMITTAL: APRIL, 2024
3RD SUBMITTAL: MAY 2024

PRESENTED BY:

RVi Open the Outdoors

GM civil Engineering & Surveying

APPLICANT TEAM

PROPERTY OWNER / DEVELOPER

Jewel Investment Company, LP
Lisa Kazan
2415 E. Camelback Road, Suite 700
Phoeniz, AZ 85016
Phone: 602.390.4222
Email: lisakazan@prodigy.net

LAND PLANNING

RVi Planning + Landscape Architecture
Mark Reddie / Jessica Miller
4900 N. Scottsdale Road, Suite 1200
Scottsdale, AZ 85251
Phone: 480.586.2349
Email: mreddie@rviplanning.com / jchisholm@rviplanning.com

CIVIL ENGINEER

GMcivil
Warren Russell, P.E.
2705 S. Alma School Rd., Suite #2
Chandler, AZ 85286
Phone: 817.680.1062
Email: wrussell@gmcivil.com

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Utilities & Services 5
Environmental Inventory Plan 5

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Figure 7: Conceptual Development & Open Space Plan
Figure 8: Regional Transportation Plan

1. PROJECT INTRODUCTION

RVi Planning & Landscape Architecture, on behalf of Jewel Investment Company, LP, is pleased to submit this rezoning application for Desert Moon Estates to change the zoning from Residential Low Density (R-1) to Residential Medium Density (R-2) in accordance with the City of Surprise Land Development Ordinance. The subject site is approximately 40 acres at the southeast corner of the 227th Avenue and Pinnacle Peak Road alignments. The APN's associated with this request are 503-81-031M, P and Q. See ***Figure 1: Aerial Photograph of Site.***

This rezoning narrative will provide the framework for future development of the Subject Site. In the following sections, additional information will be provided as it relates to the following items:

- Site Analysis
- Proposed Zoning and Conceptual Land Use Plan
- Regulatory Development Standards

The proposed development complies with the 2035 General Plan and does not include deviations to the land use and regulatory development provisions outlined in the Surprise Land Development Ordinance (LDO) and Planning and Engineering Design Standards (PEDS) Manual.

2. SITE ANALYSIS

Site Location and Zoning

The subject site is currently zoned R-1 and is vacant, surrounded by vacant land. To the west lies the recently approved Surprise 320 property, rezoned Residential Low Density (R-1) where adjacent to the subject site. The remaining adjacent property is zoned Rural Residential (RR), and Planned Area Development (PAD) to the northwest. There are many entitled PADs within a mile of the site, including Buena Vista Ranch, Surprise Foothills, and Desert Trails, as well as some Rural Residential lots further south and east. See ***Figure 2: Regional Vicinity Map.***

General Plan Land Use Designation

The City of Surprise 2035 Land Use Map designates the Subject Site as Neighborhood Character Area as depicted in ***Figure 3: General Plan Land Use Map***. The proposed development plan is in conformance with the 2035 General Plan land use designation and character area and no General Plan amendment is required. ***Table 1: Existing and Surrounding Land Uses*** provides a breakdown of the existing surrounding land uses and zoning. The nature of the surrounding area is reserved for residential and neighborhood commercial development which is consistent with the proposed rezoning for the Subject Site. See ***Figure 4: Existing Zoning Map***.

TABLE 1: EXISTING AND SURROUNDING LAND USES

LOCATION	GENERAL PLAN	EXISTING ZONING	LAND USE
Site	Neighborhoods	R-1	Vacant
North	Neighborhoods	Rural Residential (RR), Planned Area Development (PAD)	Vacant, Buena Vista Ranch
South	Neighborhoods	Rural Residential (RR)	Vacant
West	Neighborhoods	R-1	Vacant, Surprise 320
East	Neighborhoods	Rural Residential (RR)	Vacant

Existing Pre-Development Conditions

The site is currently native desert range land and is relatively flat with general sheet flow drainage conditions from the northwest to the southeast. There is a small defined wash corridor entering the site at the northwest corner and exiting the site at the southeast corner of the property.

Drainage: The site is not affected by regional flows as contained in the Flood Control District of Maricopa County (FCDMC) Wittmann Area Drainage Master Study Update. Based on current records for Maricopa County, as well as the current FEMA FIRM Map (#04013C1185L dated 10/16/2013), the property falls within floodplain Zone Shaded 'X'. Flood Zone 'X' is defined as: Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. There are local flows from the area to the north and west that will need to be routed through the site and discharged at their natural drainage locations.

Existing Roads, ROW and Utilities: The subject site is located at the southeast corner of the future Pinnacle Peak Road and 227th Avenue. Currently the only fully improved roadway network adjacent to the Subject Site is Sun Valley Parkway; a four-lane divided roadway with access limited to median breaks at approximately one-mile intervals. Portions of 219th Avenue, 227th Avenue, and Beardsley Road adjacent to Mesquite Mountain Ranch are in the process of being constructed. All other roadways in the study area are unimproved and without full right-of-way dedication necessary for development according to the Surprise 2035 General Plan's roadway classification map. The existing right-of-way near the Subject Site is limited to 68' for the north half-street of Pinnacle Peak to the northwest of the site.

The recently approved Surprise 320 zoning case to the west (FS22-0344) has committed to dedicating the west half street right-of-way for 227th Avenue and contributing their fair share of improvements based on their project timing and requirements at the time of platting.

Water and Sewer Service: Desert Moon Estates is located within Special Planning Area 3 (SPA-3) in the City of Surprise. SPA-3 is generally located north of Bell Road, west of Beardsley Canal, south of Grand Avenue and Central Arizona Project Aqueduct, east of 259th Avenue and encompasses approximately 59 square miles.

Fire, Police, and Refuse Service: Desert Moon Estates is within the municipal service area of the City of Surprise. As such, Surprise will provide fire, police, and residential refuse service to the property. The closest fire stations include Stations 303 or 306, both located approximately 11-13 +/- miles from the site. Buckeye also has Fire Station #704, approximately 6 +/- miles from the property. Nearby there is a fire station planned as a part of the Surprise Foothills development approximately 2 +/- miles to the west, and a fire station planned as part of the Ana Mandara development approximately 3 +/- miles to the southeast. Additionally, fire station #304 is at the SWC of 163rd Avenue and Happy Valley Road, as well as two fire stations planned at the NEC of Norfold and 183rd Ave, and at Deer Valley Road and 195th Ave.

School Districts: The Subject Site is in the Wickenburg-9 Elementary School District and the Wickenburg Unified High School District. The closest public elementary school within the Wickenburg-9 Elementary School District is the Festival Hills Elementary School located at 26252 W Desert Vista Blvd, Buckeye, Arizona, 85396 and is approximately six miles from the Subject Site. The closest middle school is the Vulture Peak Middle School, located at 925 South Vulture Mine Road. Vulture Peak Middle School is in Wickenburg. The closest high school Wickenburg High School, located in Wickenburg at 1090 South Vulture Mine Road. There is a K-8 school planned within the Surprise Foothills community approximately 2-miles southwest of the site, and another school planned within the Desert Trails community one mile east of the site.

Arizona is an open enrollment state, which means parents can enroll their children in schools outside of their home school and home district boundaries, space permitting. Due to this, students at Desert Moon Estates have the option to attend schools within the Dysart District, which is immediately adjacent to the property to the east and south, and may be closer than Wickenburg district schools.

Electricity: APS is the service provider in the area. There is no existing service for this site, although APS has approved two new sub-station locations to help serve the northwest Surprise area. Both sub-stations are located approximately five (5) miles directly east and west of the property. These improvements are planned to be built as development occurs in this area. An additional substation will be constructed on the east side of 227th Avenue directly north of the wash that intersects Mesquite Mountain Ranch.

Luke Air Force Base Compatibility Analysis: To protect the long-term viability of Luke Air Force Base (LAFB), a concept of graduated residential densities adjacent to their base and active auxiliary fields has been developed. The Graduated Density Concept (GDC) provides guidelines for residential development up to and surrounding the "high noise and accident potential zone," commonly referred to as the 65 DNL line, as defined by ARS 28-8461, which may limit future operations of the U.S. Air Force. In the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 DNL are to be as follows:

- A maximum of two dwelling units per acre from the 65 DNL to a ½ mile zone (Zone A).
- A maximum of four dwelling units per acre from the ½ mile to 1 mile zone (Zone B).
- A maximum of six dwelling units per acre from the 1-mile to 3-mile zone (Zone C).

The applicant evaluated the GDC for the project and will follow the policies related to maximum densities within two of the three zones defined above. Approximately 38.3-acres of land falls within Zone B, allowing for up to 153 residential units. Approximately 1.7-acres of land falls within Zone C, allowing for up to 10 residential units. In total, a maximum of 163 residential units are permitted within Desert Moon Estates in accordance with the calculations provided above.

Table 2: Luke AFB GDC Density & Unit Count Analysis above provides the summary analysis of the Luke AFB density and unit count requirements per the GDC.

The Applicant received an e-mail from Jennifer Rahn, Senior Planner with Luke Air Force Base Community Initiatives dated December 13, 2023, based on a review of the proposed development. The e-mail indicates that the proposed development meets their density requirement and that they look forward to the upcoming submission to the City of Surprise so they can provide formal comments on the request.

See ***Figure 5: Luke Air Force Base Compatibility Map*** for the location of the various noise contours and density restrictions associated with them overlaid on Desert Moon Estates.

TABLE 2: LUKE AFB GDC DENSITY & UNIT COUNT ANALYSIS

LAFB ZONE	GROSS AC.	LUKE MAX DENSITY	LUKE MAX UNITS	TOTAL UNITS PROPOSED	TOTAL GROSS DENSITY
A	0.0	2.0	0	0	-
B	38.3	4.0	153	153	4.0
C	1.7	6.0	10	10	5.9
TOTAL	**40.0**	**-**	**163**	**163**	**4.1**

3. PROPOSED DEVELOPMENT PLAN

In accordance with the Surprise LDO, the proposed project seeks to establish a residential zoning district consistent with the LDO. No deviations are proposed as part of this application and all development will follow the LDO and PEDS Manual as prescribed.

Conceptual Development and Open Space Plan

The subject site will be laid out in consideration of the opportunities and constraints affiliated with the property and surrounding area. There will be two access points on the site, one off of 227th Avenue and one off of Pinnacle Peak Road. The exact location of these access points will be determined at the preliminary plat stage. Landscape buffers will be provided along adjacent roadways in compliance with the LDO.

While this property is adjacent to Rural Residential zoned land, there are no existing residences immediately adjacent to the property, which would be a trigger for transitional buffers. Additionally, the property to the west is zoned R-1, the property owner to the south is in the process of preparing a rezoning application for a mix of zoning districts, including R-1 along the northern portion, the property to the north is owned by an investor that will likely be rezoning the property in the future, and the property to the east is a large, 40-acre vacant property.

The Subject Site shall include a central amenity and pedestrian connectivity for internal access. This will be incorporated and detailed further during the preliminary and final plat process as development occurs. See ***Figure 6: Conceptual Development and Open Space Plan***.

All required minimum open space requirements will be met and all design and development elements will be in accordance with the Surprise LDO and PEDS requirements as prescribed. The articles within the PEDS shall apply where applicable and will govern the general site design and development, open space design, circulation design, landscape, and streetscape design, building form and architecture of a development in addition to other elements as required within the LDO.

Zoning Base Districts

The Residential Medium Density (R-2) zoning district is proposed for the property, in conformance with the General Plan and LDO. A detailed description of this district is provided below. See ***Figure 7: Existing and Proposed Zoning Map***.

This development proposes a maximum unit count of 163 with an overall gross density of 4.1 du/ac; though the overall unit count and density will be regulated by the LDO in accordance with the R-2 zoning district requirements. This falls within the Suburban Neighborhood category's allowed density range of 2.0 to 8.0.

Residential – Medium Density

The residential medium density (R-2) zoning district allows for a variety of housing opportunities including detached and attached buildings, single-family dwellings, two-family dwellings, and three-family dwellings together with schools, parks, and public services necessary for a residential environment. The proposed zoning will allow for the development of all R-2 lot categories, subject to the density restriction per the Luke AFB Graduated Density Policy. The maximum unit count allowed is 163 per the Luke Air Force Base Compatibility Analysis, but the actual lot count will be determined during the preliminary and final platting process.

General Development Standards

All general development standards within the Surprise LDO will shall govern the Subject Site, including the City of Surprise Planning and Engineering Design Standards (PEDS), as referenced in Chapter 107, Article 1.

Proposed Regional Transportation Improvements

In discussion with the City of Surprise and in conformance with the City's 2035 General Plan, the following is a summary of the regional roadways within or adjacent to the Subject Site. See ***Figure 8: Proposed Regional Transportation Plan.***

227th Avenue: 227th is designated as a major arterial with 136-feet of total ROW (68-feet west half street), connecting south from Sun Valley Parkway and running along the western boundary of the property. It will be constructed down to Sun Valley Parkway as primary access per Surprise EDS Detail 3-02. 12. This development will contribute to the future traffic signal at Sun Valley Parkway and 227th Avenue.

Pinnacle Peak Road: Pinnacle Peak is designated as a high-volume collector road with 105-feet of total ROW (52.5-feet south half-street) along the northern perimeter of the site providing an east/west connection from 219th Avenue along the north edge of the property. This collector road will ultimately connect to a new collector road within the Surprise Foothills development. It is not anticipated that Pinnacle Peak Road will cross the Central Arizona Project Aqueduct. It will be constructed out to 219th Avenue as secondary access per Surprise EDS Detail 3-04. 219th Avenue will be treated in accordance with Fire Department requirements as necessary.

In summary, the proposed regional transportation network follows the 2035 General Plan Street Transportation Map and as provided above and in ***Table 3: Roadway Classification***. All roads immediately adjacent to and within the project will be designed and constructed per City of Surprise standard cross sections at the time of preliminary plat.

TABLE 3: ROADWAY CLASSIFICATION

ROADWAY	ROADWAY CLASSIFICATION	PROPOSED 1/2 STREET ROW
227th Avenue	Major Arterial	68'
Pinnacle Peak Road	High Volume Collector	52.5'

Utilities & Services

Drainage: A Final Drainage Report containing detailed hydraulic analysis of the washes/channels in the project, based upon the proposed grading for the development, will be submitted with final engineering. On-Site drainage for the 100 year, 2 hour storm, will be fully retained on site in retention basins. The drainage design for the community will be in accordance with the design guidelines provided in the Drainage Design Manual for Maricopa County, Arizona, Volume I, Hydrology, December 2018 the Drainage Design Manual for Maricopa County, Arizona, Volume II, Hydraulics, date December 2018 and the City of Surprise drainage guidelines.

Water & Sewer: Preliminary Water and Sewer Reports have been prepared and are included with the rezoning submittal package as a separate attachment.

Environmental Inventory Plan

Class 1 cultural and biological reports have been completed and included in the rezoning package as a separate attachment. A Native Plant Inventory will be provided in the Preliminary Plat stage as agreed to by Surprise staff.

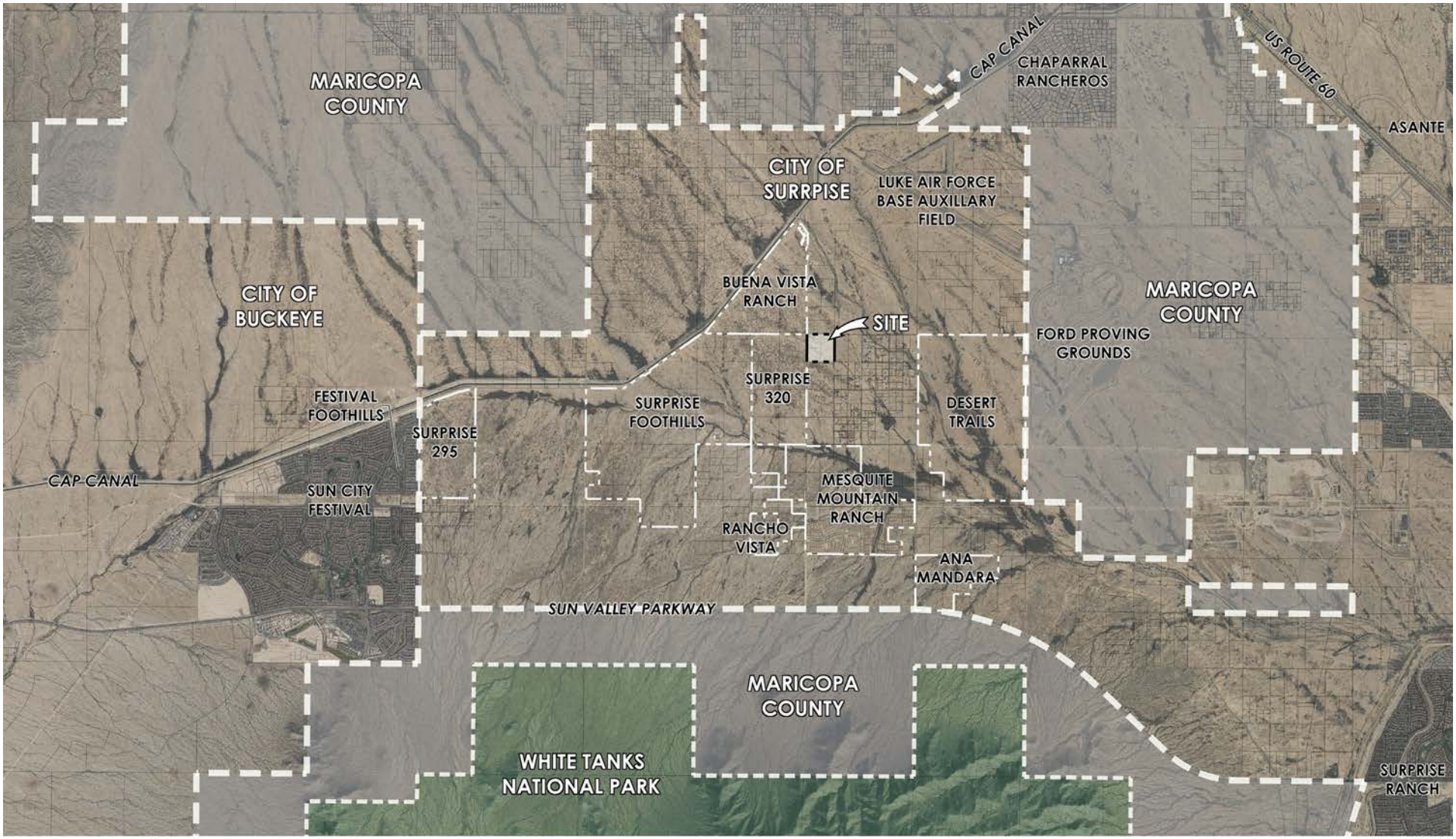
4. CONCLUSION

The proposed rezoning application seeks to encourage future development consistent with the City's 2035 General Plan, current market demands for the area, and surrounding developments. The project team has coordinated with City staff regarding the regional transportation system in a rapidly growing area of the City of Surprise. The proposed development plan and zoning is designed to offer multiple lot sizes at a density permitted within the neighborhoods land use designation. The proposed project evaluated all the existing and proposed conditions of the site and surround area to ensure compatibility within this growing area of Surprise.

FIGURE 1: AERIAL PHOTOGRAPH OF SITE

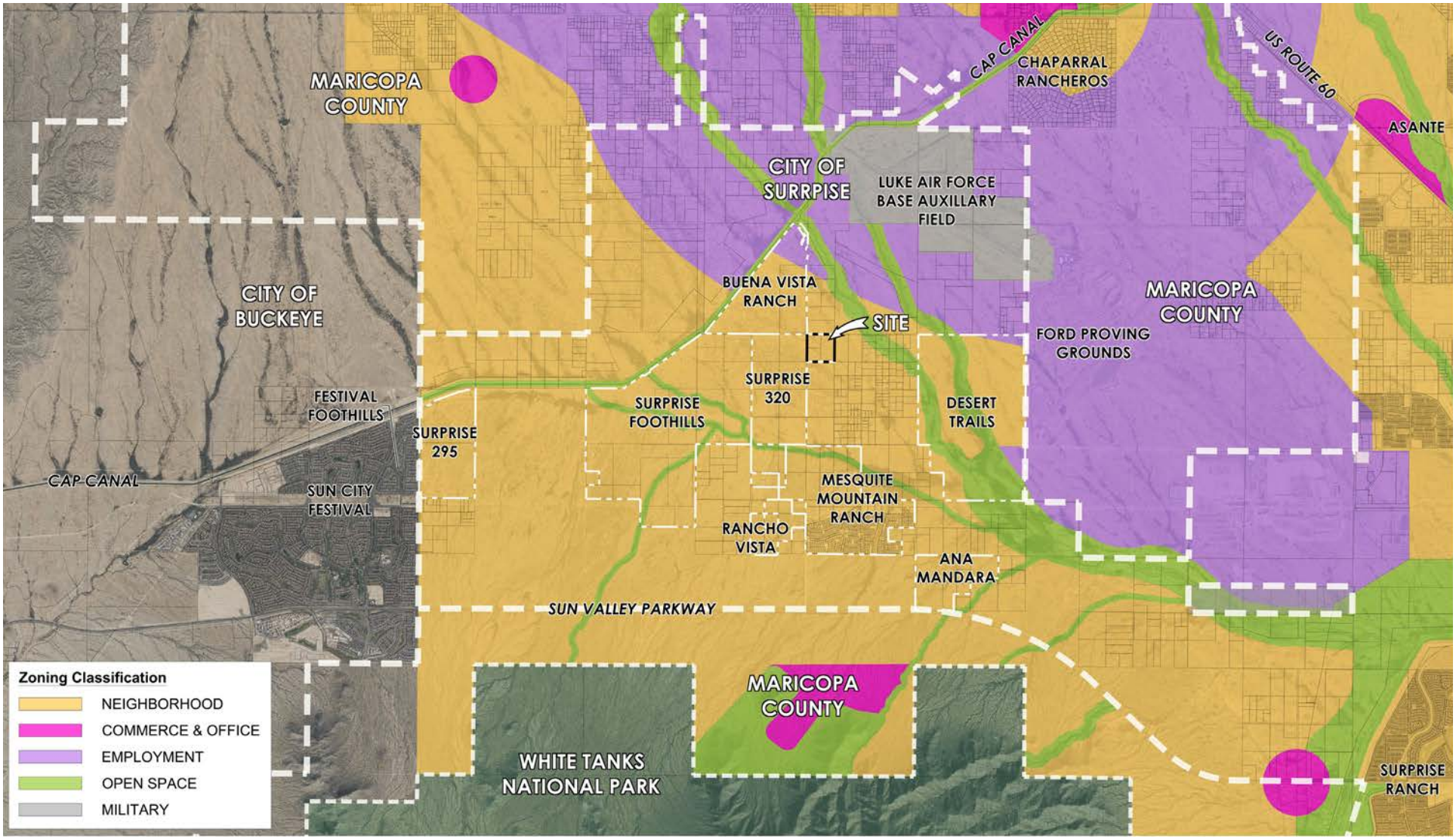
NTS

FIGURE 2: REGIONAL VICINITY MAP



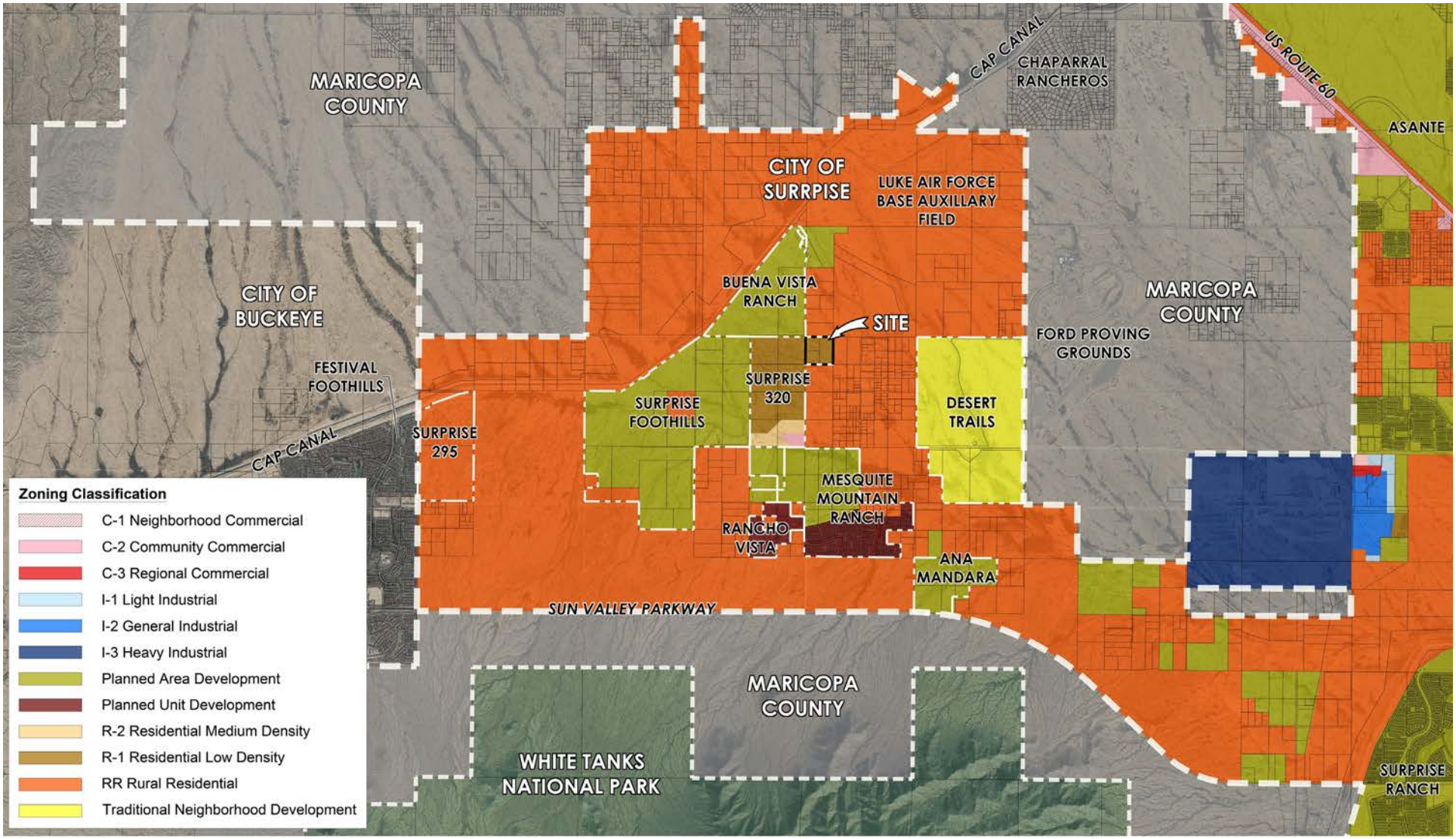
NTS

FIGURE 3: EXISTING GENERAL PLAN LAND USE MAP



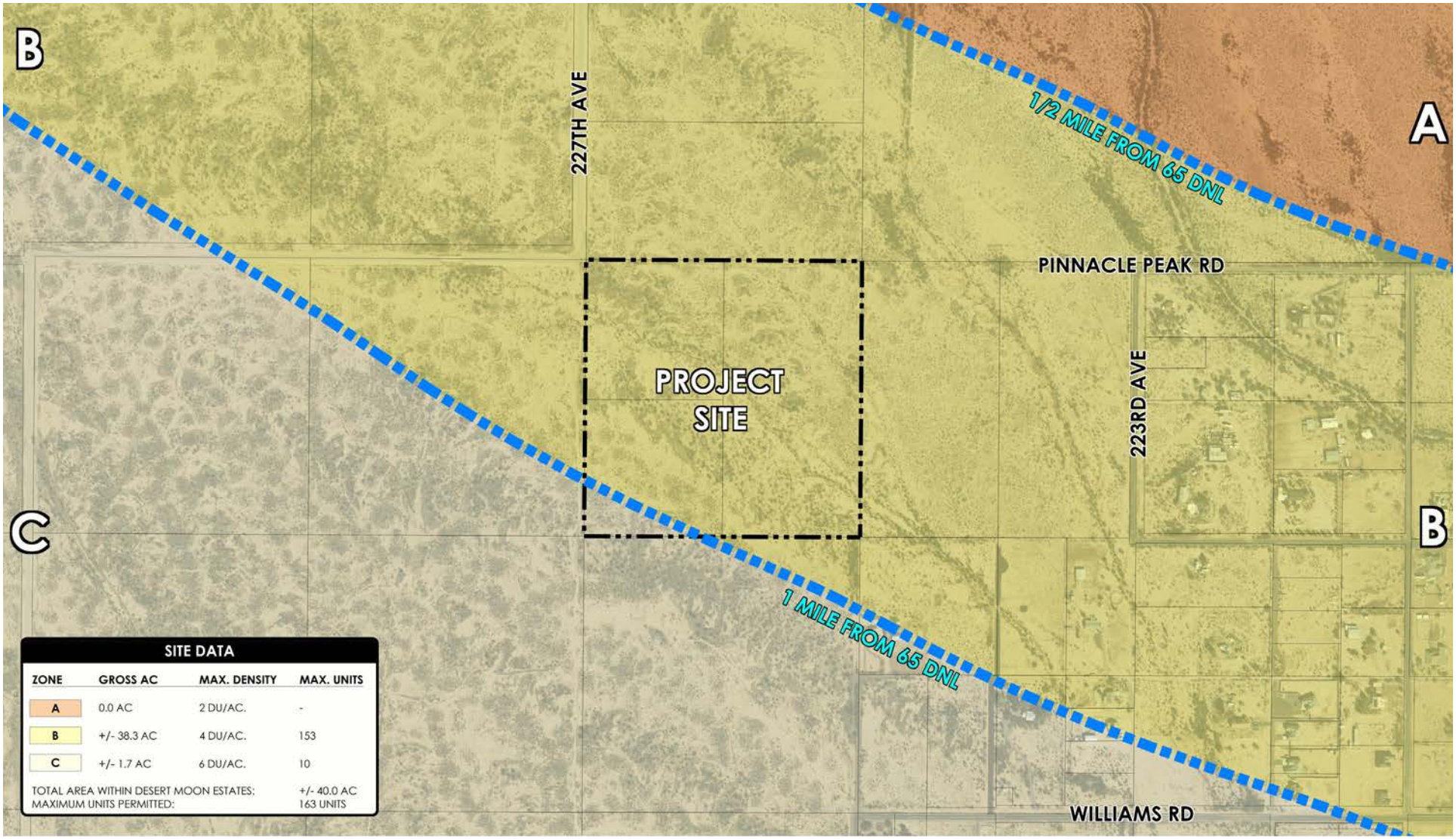
NTS

FIGURE 4: EXISTING ZONING MAP



NTS

FIGURE 5: LUKE AIR FORCE BASE COMPATIBILITY MAP



SITE DATA

ZONE	GROSS AC	MAX. DENSITY	MAX. UNITS
A	0.0 AC	2 DU/AC.	-
B	+/- 38.3 AC	4 DU/AC.	153
C	+/- 1.7 AC	6 DU/AC.	10
TOTAL AREA WITHIN DESERT MOON ESTATES:			+/- 40.0 AC
MAXIMUM UNITS PERMITTED:			163 UNITS

NTS

FIGURE 6: CONCEPTUAL DEVELOPMENT & OPEN SPACE PLAN

NTS

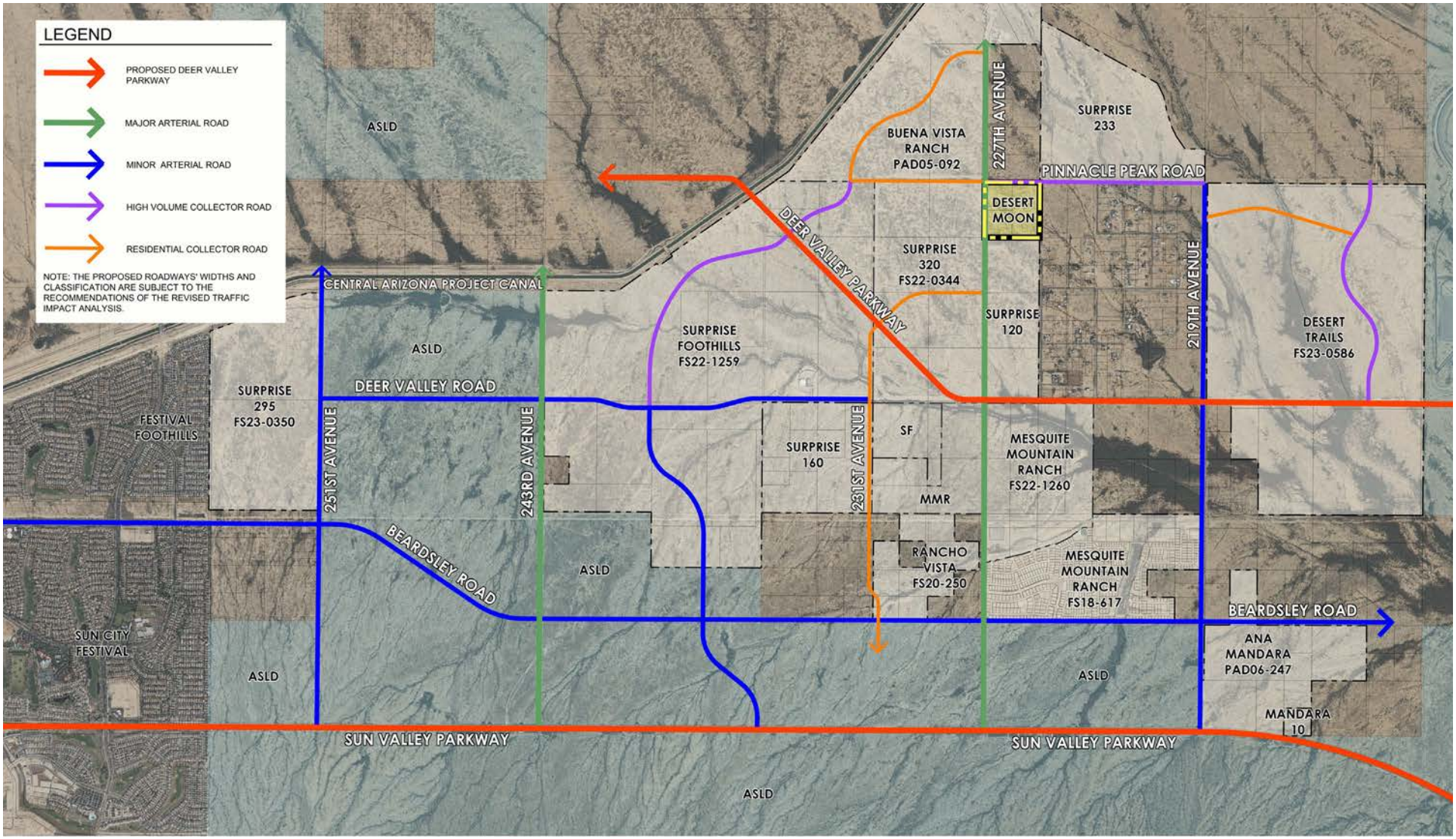
FIGURE 7: EXISTING AND PROPOSED ZONING DISTRICT

EXISTING ZONING DISTRICT

PROPOSED ZONING DISTRICTS

NTS

FIGURE 8: REGIONAL TRANSPORTATION PLAN



NTS

Desert Moon Development Agreement

Resolution 2025-60

City Council

May 20, 2025

SURPRISE
ARIZONA

Owner’s \ Developer’s Obligations

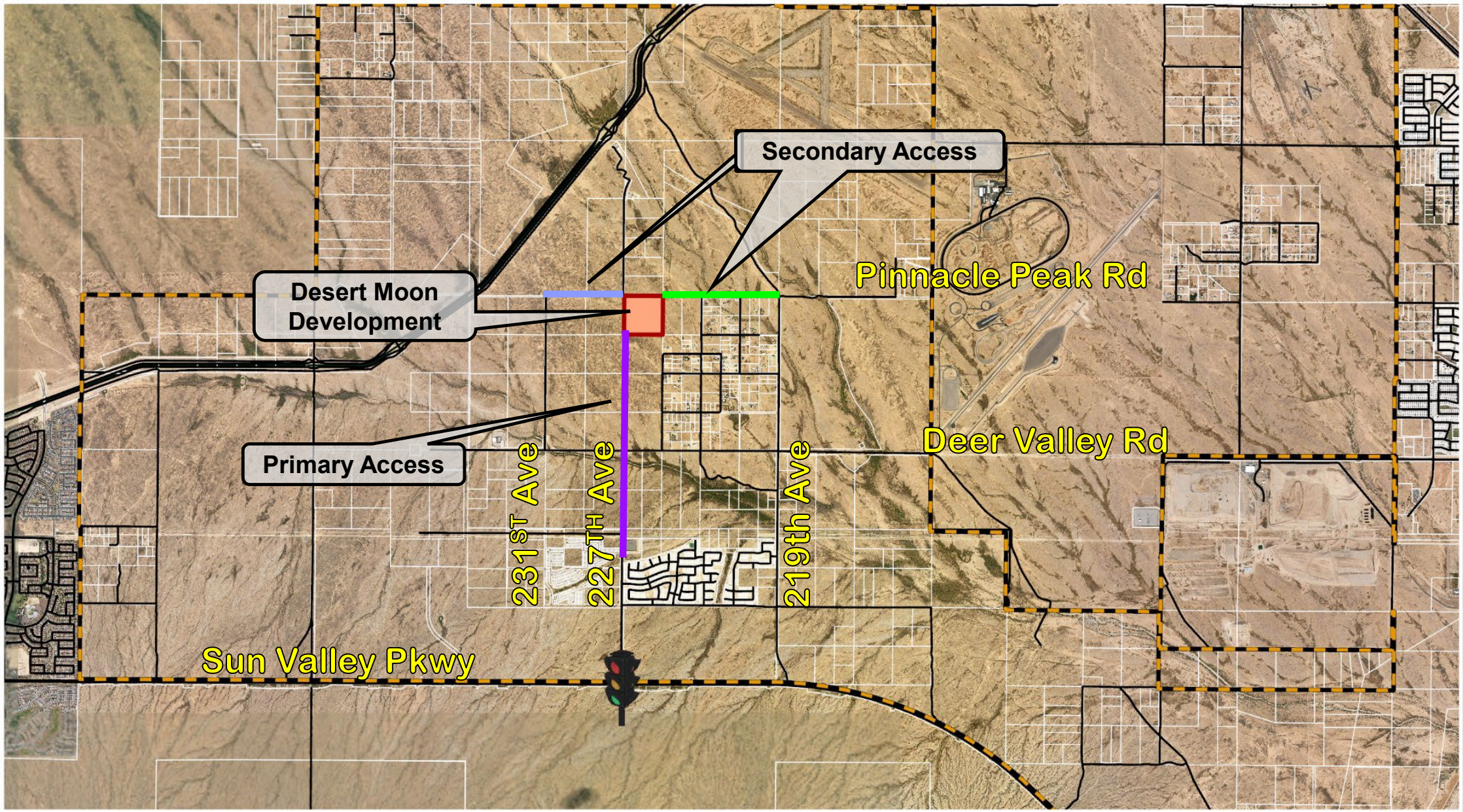
- Complete the off-site section of 227th Avenue between the southern edge of the Property and the current termination point north of Sun Valley Parkway to provide primary access to the Property.

- Complete the off-site section of Pinnacle Peak Road, either west to 231st Avenue or east to 219th Avenue, to provide secondary access to the Property.

- Pay its proportionate share of the cost of constructing a new traffic signal at 227th and Sun Valley Parkway prior to the approval of any final plats.

SURPRISE
ARIZONA

VICINITY MAP



City’s Obligations

- Assist the Owner in acquiring any necessary right-of-way for the installation of the roadways, at the Owner’s expense, in accordance with the agreement.

SURPRISE
ARIZONA

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

RESOLUTION # 2025-60

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND DESERT MOON 40, LLC, PERTAINING TO PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF 227TH AVENUE AND PINNACLE PEAK ROAD, KNOWN AS DESERT MOON ESTATES.

WHEREAS, the City of Surprise (the "City") is authorized to enter into development agreements, pursuant to A.R.S. § 9-500.05;

WHEREAS, Desert Moon 40, LLC, owns approximately 40 acres of real property generally located at the southeast corner of 227th Avenue and Pinnacle Peak Road, as more particularly described in Exhibit "A" (the "Property") to the Development Agreement (the "Agreement") that is the subject of this Resolution and is attached as Exhibit "A" hereto;

WHEREAS, City staff and Desert Moon 40, LLC, have agreed upon the subject Agreement for the future development of the Property, which sets forth, among other things: (1) conditions, terms, restrictions, and requirements for the future development of the Property; (2) upon Desert Moon 40, LLC's, satisfaction of all applicable legal requirements, consideration by the Planning and Zoning Commission and the City Council of a request to rezone the Property from R-1 to R-2; and (3) other matters related to the future development of the Property; and

WHEREAS, Desert Moon 40, LLC, now desires to obtain City Council approval to enter into the Agreement, attached hereto as Exhibit "A," for the purpose of setting forth certain obligations and commitments relative to the future development of the Property.

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

Section 1. The Development Agreement between the City and Desert Moon 40, LLC, attached hereto as Exhibit "A," is approved.

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City and any other documents necessary to effectuate the intent of this Resolution.

Signatures on next page

APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

Resolution # 2025-60
RFLS # 9804
Rev 07/24

EXHIBIT A

Development Agreement

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025
Contact Person: Seth Dyson, DIRECTOR - HSCV
Submitting Department: Human Svcs and Comm Vitality
District: Citywide
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to acceptance of a vehicle donation to support Human Service & Community Vitality Department programs.

Motion:
I move to approve Resolution 2025-61.

Background:
In October 2020, the City of Surprise provided Lutheran Social Services of the Southwest grant funding to purchase a passenger van in support of the Interfaith Homeless Emergency Lodging Program (I-HELP). This organization is no longer operating in the City of Surprise and wishes to donate the van to City for use in the Human Service and Community Vitality Department programs.

Objective Analysis:
This action will allow the Human Service & Community Vitality Department to utilize this van in support of department programming.

Policy Compliant:
This action is compliant with City and Council policies.

Financial Impact:
There is no financial impact with this action. Any maintenance expenses will be covered with existing budget.

Budget Impact:
There is no budget impact with this action. Any maintenance expenses will be covered with existing budget.

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

ATTACHMENTS:

1. Resolution 2025-61 - Donation of Van

RESOLUTION # 2025-61

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA TO ACCEPT A VEHICLE DONATION TO SUPPORT HUMAN SERVICE & COMMUNITY VITALITY DEPARTMENT PROGRAMS.

WHEREAS, on or about October 14, 2020, the City provided Lutheran Social Services of the Southwest ("Donor") grant funding to purchase a passenger van to support the Interfaith Homeless Emergency Lodging Program (I-HELP) in the City of Surprise;

WHEREAS, Donor no longer operates within the City of Surprise;

WHEREAS, Donor wishes to donate the passenger van to the City to support the City's Human Service and Community Vitality (HSCV) Department programs;

WHEREAS, the City recognizes the tremendous impact the donated van will have for the HSCV Department's programs; and

WHEREAS, the City will comply with all current Standard Operating Procedures for the Acceptance of Donations, as prescribed by the City's Finance Department, including, but not limited to, acknowledging the donation via a Donation Acceptance Receipt and a City Donation Acknowledgement Letter.

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

Section 1. The City of Surprise hereby accepts Donor's gift of a passenger van in support of the HSCV Department's programs, which is identified in Exhibit "A" which is attached hereto and incorporated by reference.

SIGNATURES ON THE FOLLOWING PAGE.

APPROVED AND ADOPTED this _____ of _____, 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

RFLS #10019
Resolution No. 2025-61
Rev 05/25

EXHIBIT "A" – DONATED VEHICLE DESCRIPTION

2020 Ford Transit 250 MR XLT Van

VIN #1FBAX2C88LKA95773

Ending Mileage as of February 28, 2022 – 7,322

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Holly Osborn, DIRECTOR-PARKS & REC

Submitting Department: Parks and Recreation

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $4,000 to accept an award from the Michael Phelps Foundation; Resolution #2025-68.

Motion:

I move to approve Resolution #2025-68.

Background:

The Michael Phelps Foundation (MPF) offers grants to organizations to implement its Individual Medley (IM) Program. The IM Program provides water safety instruction; recreational aquatic activities; structured and organized swimming; and health, wellness, and goal-setting education to the community. The Parks and Recreation Department has been awarded $4,000 to offer this program to the community. The Department was awarded the same grant in Fiscal Years 2022, 2023 and 2024.

Objective Analysis:

This grant will provide funding to offer free swimming lessons to the community.

Policy Compliant:

This item is compliant with city policy.

Financial Impact:

This one-time grant includes $4,000 for expenses related to offering the MPF IM Program. The funds will be utilized for staff salaries and to cover lesson costs for the students. There is no City match requirement.

Budget Impact:

The FY2025 adopted budget did not include appropriations for revenue and expenses related to the MPF grant award. Acceptance of this grant will require a movement of budget authority in the amount of $4,000 from General Contingency to Project G54102 in the Grants Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure

budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-68-MPF Grant.fnl

RESOLUTION # 2025-68

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ACCEPT A GRANT AWARD FROM THE MICHAEL PHELPS FOUNDATION AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF $4,000 FROM GENERAL CONTINGENCY TO PROJECT G54102 IN THE GRANTS FUND.

WHEREAS, the Michael Phelps Foundation (MPF) offers grants to organizations to implement its Individual Medley (IM) Program which provides water safety instruction; recreational aquatic activities; structured and organized swimming; and health, wellness, and goal-setting education to the community;

WHEREAS, the Parks and Recreation Department has been awarded $4,000 to implement this program;

WHEREAS, the Parks and Recreation Department desires to accept this grant and offer the IM Program to the community;

WHEREAS, the FY2025 budget was adopted by Council Resolution #2024-94 on June 4, 2024;

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

Section 2. The City is hereby authorized to accept a grant in the amount of $4,000 from the Michael Phelps Foundation. The Award Letter from the Michael Phelps Foundation to the City of Surprise, attached as *Exhibit B* and incorporated by reference, is approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

RESOLUTION # 2025-68
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of $4,000 from General Contingency to project G54102 in the Grants Fund to establish a budget to implement the Michael Phelps Foundation's IM Program for swim lesson instruction. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Parks and Recreation	#G54102 MPF Learn to Swim Program	E	-	4,000	4,000
Grants	Parks and Recreation	#G54102 MPF Learn to Swim Program	R	-	4,000	4,000
Contingency	General Operations	Contingency	E	81,655,600	(4,000)	81,651,600
Contingency	General Operations	Other	R	76,952,900	(4,000)	76,948,900
			Expense Total	**81,655,600**	**-**	**81,655,600**
			Revenue Total	**76,952,900**	**-**	**76,952,900**

RESOLUTION # 2025-68
Exhibit B

MICHAEL PHELPS FOUNDATION
MichaelPhelpsFoundation.org | P.O. Box 7, Litchfield Park, Arizona 85340

April 15, 2025

Paris Johnson
City of Surprise Aquatics
15960 N. Bullard Ave.
Surprise, AZ 85374

Dear Ms. Johnson,

Congratulations! You have been selected to receive the Michael Phelps Foundation's $4,000 IM Program grant for 2025. Thank you for your interest in bringing the IM Program to your community. Our goal is for program participants to be comfortable and confident in and out of the water, advance their swimming skills, set and achieve personal goals, and have good overall health.

We will be providing all necessary training online and your payment will be directly paid from the Michael Phelps Foundation. All resources are available at mpf.smapply.io.

We are excited to have you on board this year. If things change and you are unable to implement the program, please let us know as soon as possible.

The Michael Phelps Foundation Team

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to the rezone of approximately 40 acres from Residential Low Density (R-1) to Residential Medium Density (R-2). The proposed rezone is located at the southeast corner of Pinnacle Peak Road and 227th Avenue. Case FS24-0080.

Motion:
I move to approve Ordinance #2025-11

Background:
Mark Reddie of RVi Planning + Landscape Architecture requests a rezone of approximately 40 acres from Residential Low Density (R-1) to Residential Medium Density (R-2). The site is located at the southeast corner of Pinnacle Peak Road and 227th Avenue.

Objective Analysis:
The subject rezone is in harmony with the purposes and intent of the Surprise Municipal Code, in addition to other applicable City of Surprise regulations. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The subject rezone is consistent with the Surprise Municipal Code and advances the goals and policies of the General Plan.

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

Budget Impact:
There is no anticipated budget impact related to this item.
FTE Impact:
This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. 00 FS24-0080 Desert Moon Estates Rezone - Staff Report
2. 01-FS24-0080 Desert Moon Estates Rezone - Vicinity Map
3. 02-FS24-0080 Desert Moon Estates Rezone - Existing Zoning Map
4. 03-FS24-0080 Desert Moon Estates Rezone - Proposed Zoning Map
5. 04-FS24-0080 Desert Moon Estates Rezone - Rezone Narrative
6. 05-FS24-0080 Desert Moon Estates Rezone - Citizen Participation Report REDACTED
7. 06-FS24-0080 Desert Moon Estates Rezone - Affidavit of Posting
8. 07-FS24-0080 Desert Moon Estates Rezone - Letters of Support
9. 08-FS24-0080 Desert Moon Estates Rezone - Draft Ordinance
10. 09-FS24-0080 Desert Moon Estates Rezone - P&Z Recommendation
11. 10-FS24-0080 Desert Moon Estates Rezone - Luke AFB Letter
12. FS24-0080 Desert Moon Estates Rezone - CC PowerPoint

REZONE

REPORT TO THE CITY COUNCIL

Case:	**FS24-0080**
Project Name:	Desert Moon Estates Rezone
Council District:	1 – Acacia
Meeting Date:	**May 20, 2025**
Planner:	Tanner Wessel, Planner II

Owner:	Desert Moon 40 LLC
Applicant:	Mark Reddie with RVi Planning + Landscape Architecture
Request:	Rezone of approximately 40 gross acres from Residential Low Density (R-1) to Residential Medium Density (R-2).
Site Location:	Located at the southeast corner of Pinnacle Peak Road and 227th Avenue.
Site Size:	40 gross acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2040.
Support/Opposition:	Refer to the attached Citizen Participation Report.
Recommendation:	Based on the findings contained in this report, the Planning & Zoning Commission recommends **approval** of the proposed Rezone, subject to stipulations 'a' through 'b'.

Project Description:

Mark Reddie of RVi Planning + Landscape Architecture, on behalf of Jewel Investment Company requests a rezone of approximately 40 gross acres from Residential Low Density (R-1) to Residential Medium Density (R-2). The project site is located at the southeast corner of Pinnacle Peak Road and 227th Avenue.

Background:

June 08, 1989: Mayor and Council approved an Annexation for the subject property into the City of Surprise under Ordinance 89-05.

July 12, 2007: Mayor and Council approved a Rezone from R1-43 to R1-8 under Ordinance 07-36.

October 19, 2023: Staff met with the applicant during a regularly scheduled Concept Review meeting to discuss the subject project. CR23-0888.

January 22, 2024: The applicant filed a request for a Rezone under Case FS24-0080, the subject case.

April 23, 2024: The applicant held a citizen outreach meeting at Willow Canyon High School. A summary of this meeting is included in the Citizen Participation Report attached to the staff report.

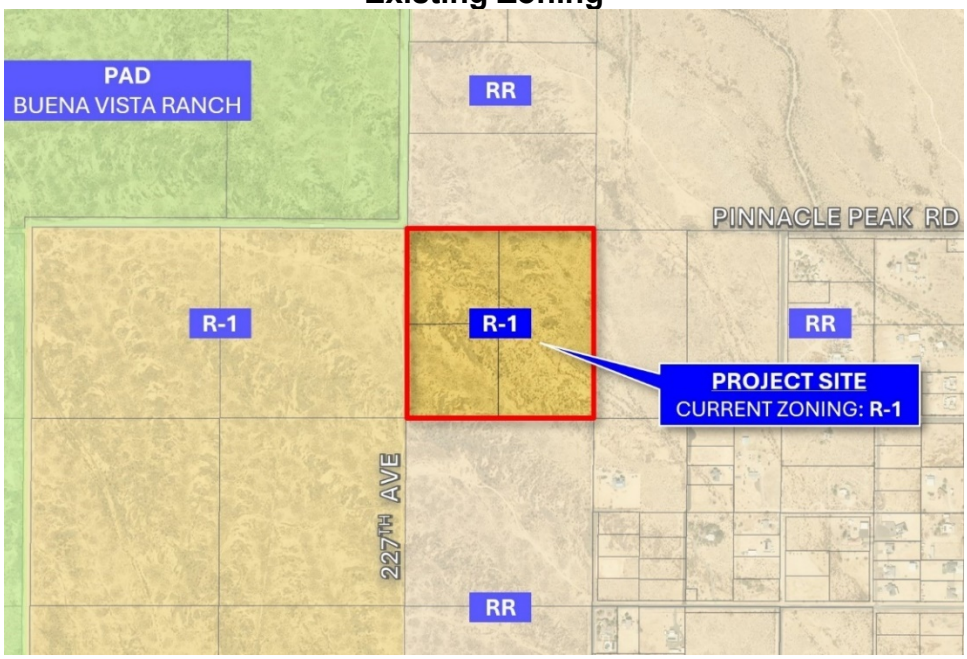
August 1, 2024: The Planning & Zoning Commission recommended approval to the Mayor and City Council of the subject rezone case.

August 20, 2024: The subject rezone was scheduled for City Council, however the item was continued indefinitely until the associated Development Agreement had been reviewed and approved by City staff.

Analysis and Discussion:

The subject properties, which encompass approximately 40 acres, are currently zoned Residential Low Density (R-1). The applicant requests to rezone the subject properties to Residential Medium Density (R-2). The existing and proposed zoning are shown below.

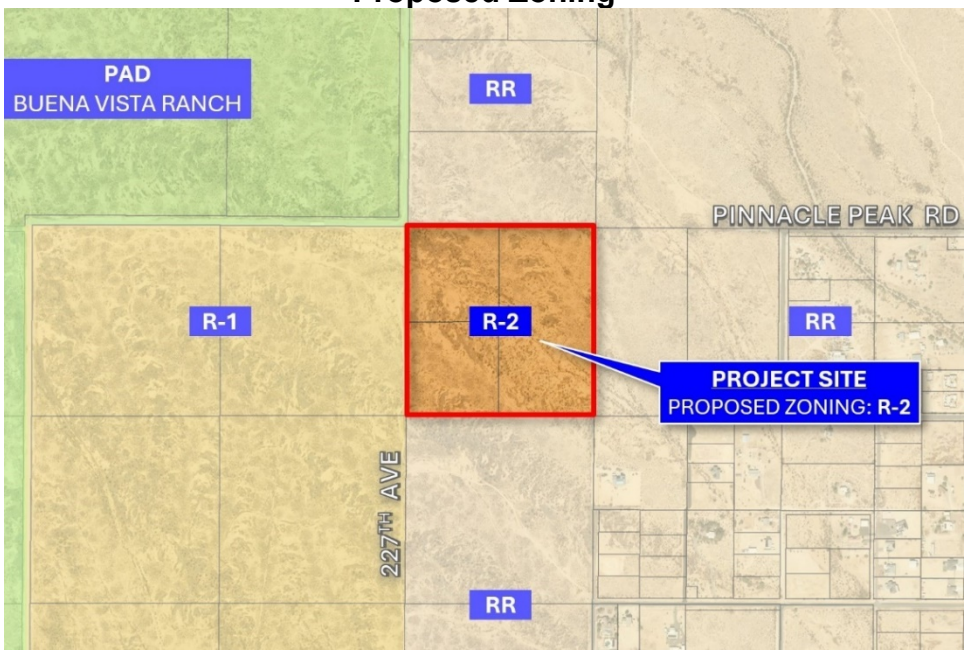
Existing Zoning



Buena Vista Ranch PAD	RR	RR

(Residential)		
R-1	**R-1**	RR
R-1	RR	RR

Proposed Zoning



Buena Vista Ranch PAD (Residential)	RR	RR
R-1	**R-2**	RR
R-1	RR	RR

Development Plan & Development Standards:

The applicant is requesting a rezone in response to market demands but does not intend to develop the property at this time. The applicant is not requesting a deviation from the development standards of the LDO, PEDS, or City Code to facilitate the rezone. The future development of the subject property will adhere to the applicable development standards of the R-2 zoning district, as outlined in Section 106-2.4 of the Surprise Land Development Ordinance (LDO), at the time of development. The following table shows the current development standards of the R-2 zoning district.

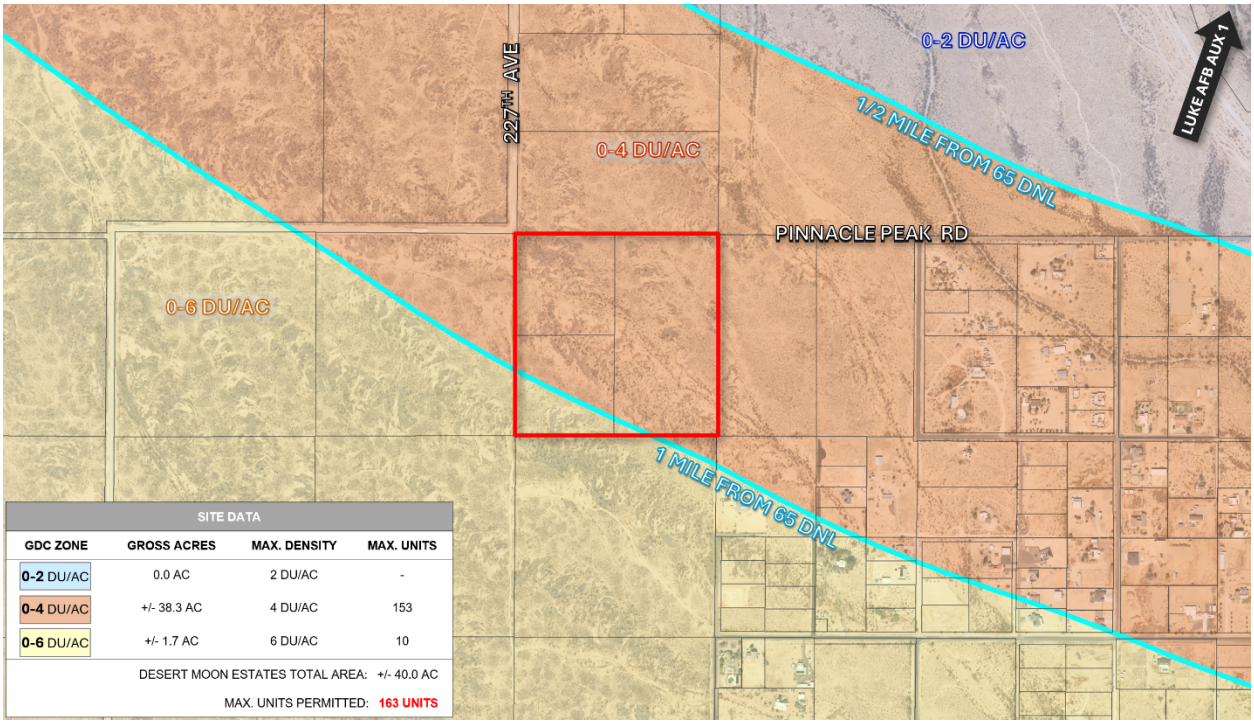
Table 106-2d—Residential Medium Density (R-2) Zoning District				
Lot Categories	**A4**	**B4**	**C**	**D**
General Plan compatibility	Urban	Suburban	Suburban	Suburban
Lot area (sf)	3,500—4,949	4,950—7,999	8,000—11,999	≥12,000
Min. lot width (sf)	40	45	70	80
Min. front setback [1] (ft)	10	12	12	15
Max. front setback (ft)	25	25	25	30
Min. rear setback [1] (ft)	10	15	20	20
Min. side setback [1] (ft)	5 & 7 [2]	5 & 8 [2]	5 & 10	10
Min. street side setback [1, 5] (ft)	10	10	10	10
Max. bldg. height (ft)	35	35	35	35
Open space (% of gross acres of residential development) [3]	25%	20%	20%	20%

Notes:

1. *Garage* face and embellishments shall be *setback* a minimum of 20 feet measured from any opposing property line, except rear *alley* loaded *garages*, which shall be *setback* nine (9) feet from *alley* edge line.
2. May be reduced to zero feet *setback* for *single-family dwellings* as *attached building* and separated by a *common wall* along the property line. End units must maintain the larger *setback*.
3. The city requires *open space* on a *subdivision* or *development* site basis rather than on a *lot*-by-*lot* basis. Subdivisions with more than one (1) *lot* category will provide the higher percentage of *open space*.
4. Residential projects shall contain no more than fifty (50) percent of lots less than forty-eight (48) feet wide as calculated across whole *subdivisions* or *preliminary plat* and will include mitigating designs outline in Chapter 108 of this *ordinance*.
5. Corner *lots* where *block* endcap landscape tracts are provided are not subject to the minimum *street* side *setbacks*.

Density:

Due to the project's proximity to the Luke Air Force Base Auxiliary 1 Field, this project is subject to the Luke Air Force Base Graduated Density Concept (GDC). The majority of the site is located within the 0-4 DU/AC band of the GDC, with the exception of a small portion of the project at the southwest corner being located within the 0-6 DU/AC band.



In collaboration between city staff, the applicant, and Luke AFB, it has been determined that a total number of dwelling units of 163 would be allowed within the project site, equating to an overall gross density of 4.1 DU/AC.

The GDC provides a guide for the maximum allowed dwelling units and densities of the proposed development. The specifics of the development, including the actual number of dwelling units and density, will be fully reviewed at the site plan or preliminary plat stage. At that time, the development will be subject to the transition and buffering requirements of the LDO and General Plan.

Open Space & Amenities

Utilizing the information known at this time, the applicant provided the following conceptual open space plan to depict where open space and amenities may develop within the subject site. The future development shall adhere to the open space and amenity requirements of the Land Development Ordinance (LDO), Planning & Engineering Development Standards (PEDS), and the General Plan regarding open space minimums, landscaping, buffering, and amenities. These elements will be reviewed in detail at the time of site plan or preliminary plat.

Roadways

The project site is bordered by Pinnacle Peak Road to the north and 227th Avenue to the west. Improvements to these roadways will occur at the time of development. Additionally, this development will be required to construct or contribute to the future traffic signal at the intersection of Sun Valley Parkway and 227th Avenue.

At the request of the City's Transportation Department, the applicant submitted a Traffic Impact Analysis (TIA) with the rezone application. The TIA was reviewed and approved by Transportation staff.

Utility and Services Table:

Electric:	Arizona Public Service
Water:	City of Surprise
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
School District:	Wickenburg School District

Conformance with Adopted Plans:
The proposed Rezone was reviewed against the goals, policies, recommendations, and guidelines of the City of Surprise General Plan 2040 and is consistent with the General Plan in some of the following ways:

This project is located within the Neighborhood Character Area of the General Plan. The proposed rezone adheres to the design guidelines of the character area which allows for residential development.

This project maintains compatibility with the quality of existing land uses in the surrounding area in that it continues the low to medium residential development pattern established in the vicinity of the parcel.

Reviewing Agencies:
The request was routed to internal and external agencies including the Maricopa Water District and Luke Air Force Base. All agencies indicated no objections to the request.

Citizen Outreach:
The applicant held an outreach meeting on April 23, 2024 at the Willow Canyon High School's Collaborative Commons with 10 attendees present. This meeting complied with the advertisement requirements of the LDO. During this meeting questions and concerns related to density, number of residents, roadway development and traffic, water, and timing of the development were raised. A detailed summary of the outreach meeting can be found in the attached Citizen Participation Report.

Summary:
Staff concludes the proposed rezone is consistent with the Surprise General Plan 2040 and all applicable zoning codes.

Findings:

- The proposed rezone is consistent with and will advance the goals of the Surprise General Plan 2040.

- The proposed rezone is consistent with the Surprise Land Development Ordinance (LDO).
- The reviewing agencies had no objections.

Recommendation:

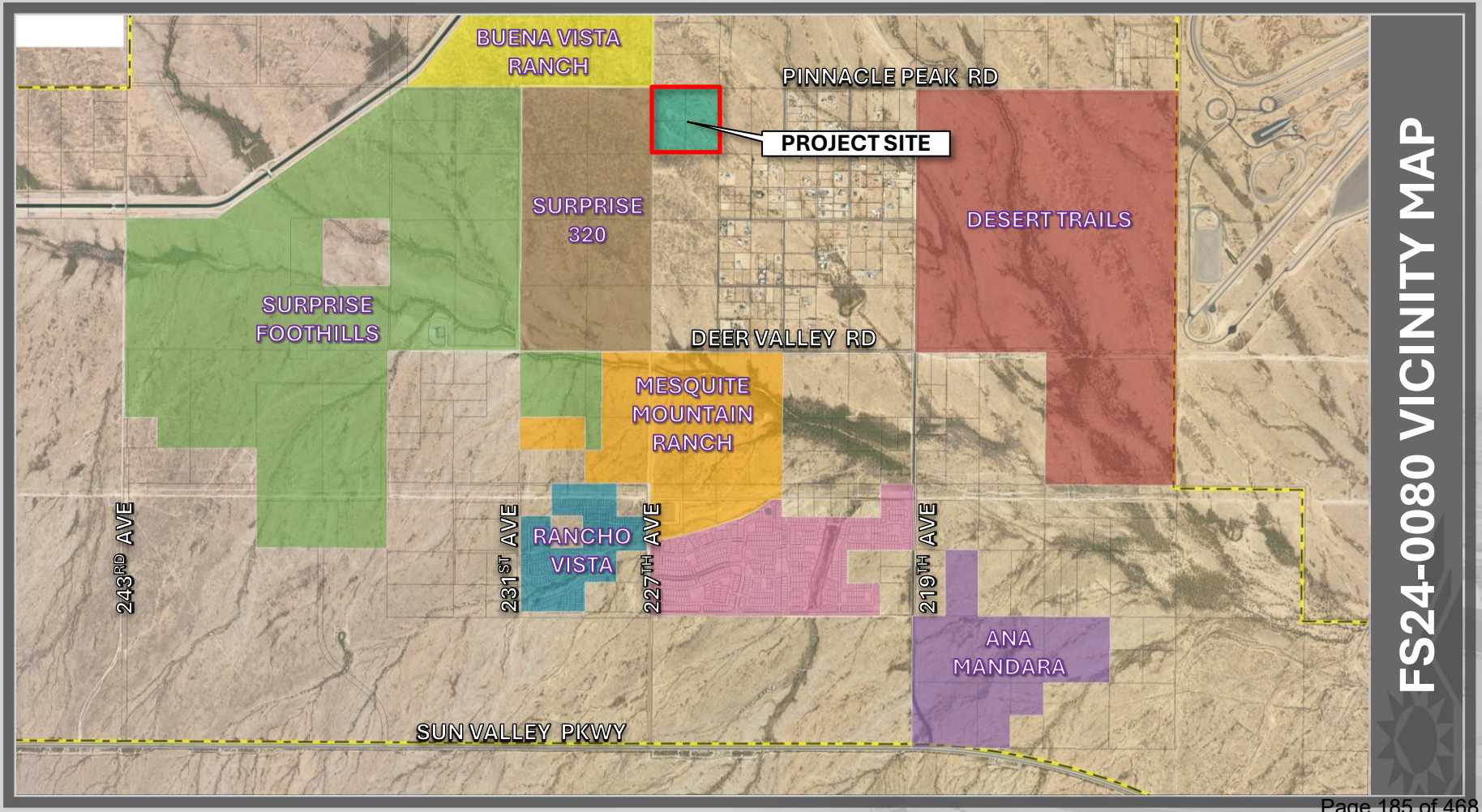
Based on the findings noted above, the Planning & Zoning Commission recommended approval of case FS24-0080 to the City Council subject to stipulations ‘a’ and ‘b’ below.

a. Development and use of the site shall be consistent with the rezone narrative entitled “Desert Moon Estates” date received May 24, 2024.

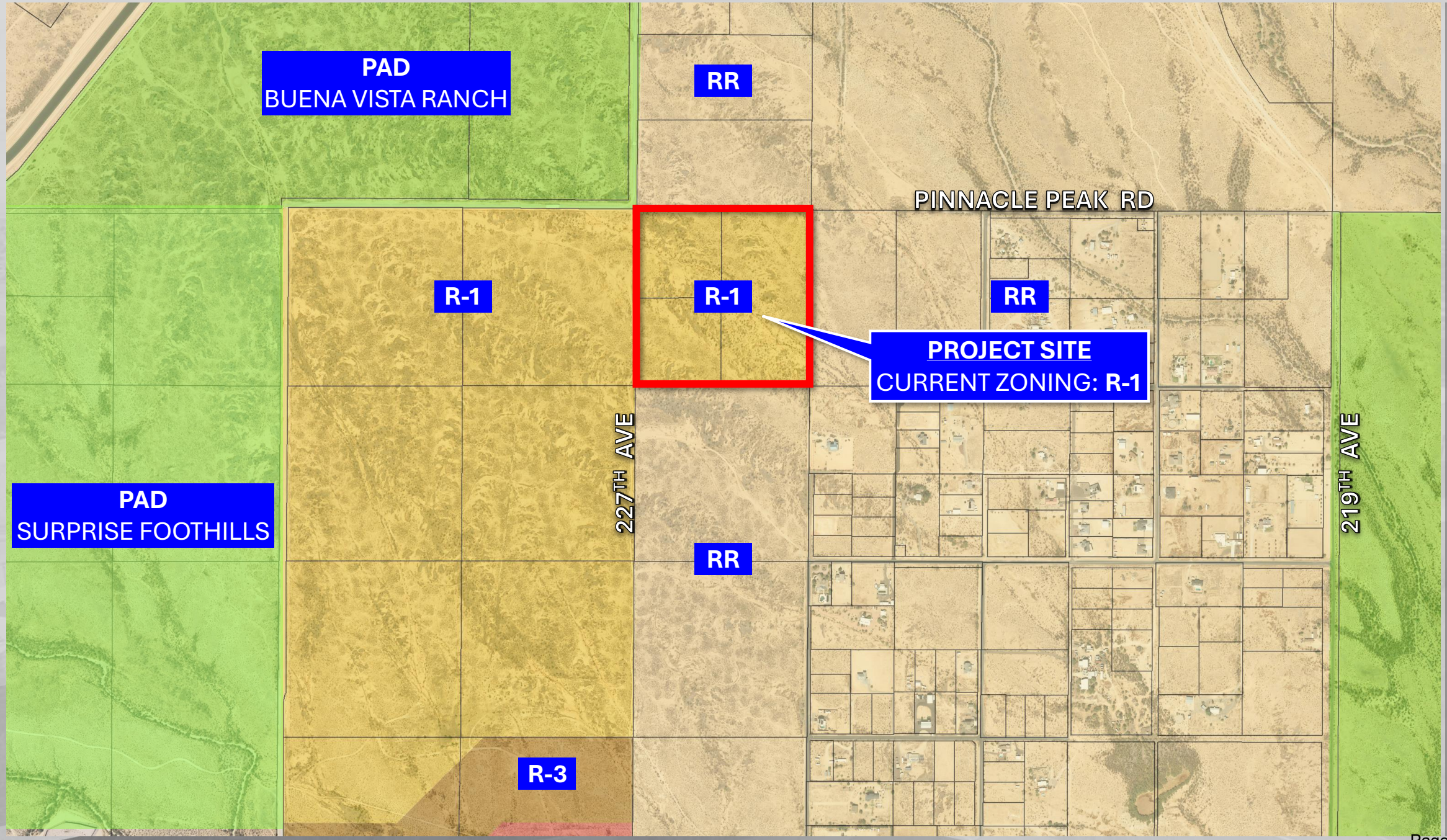
b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

Attachments:

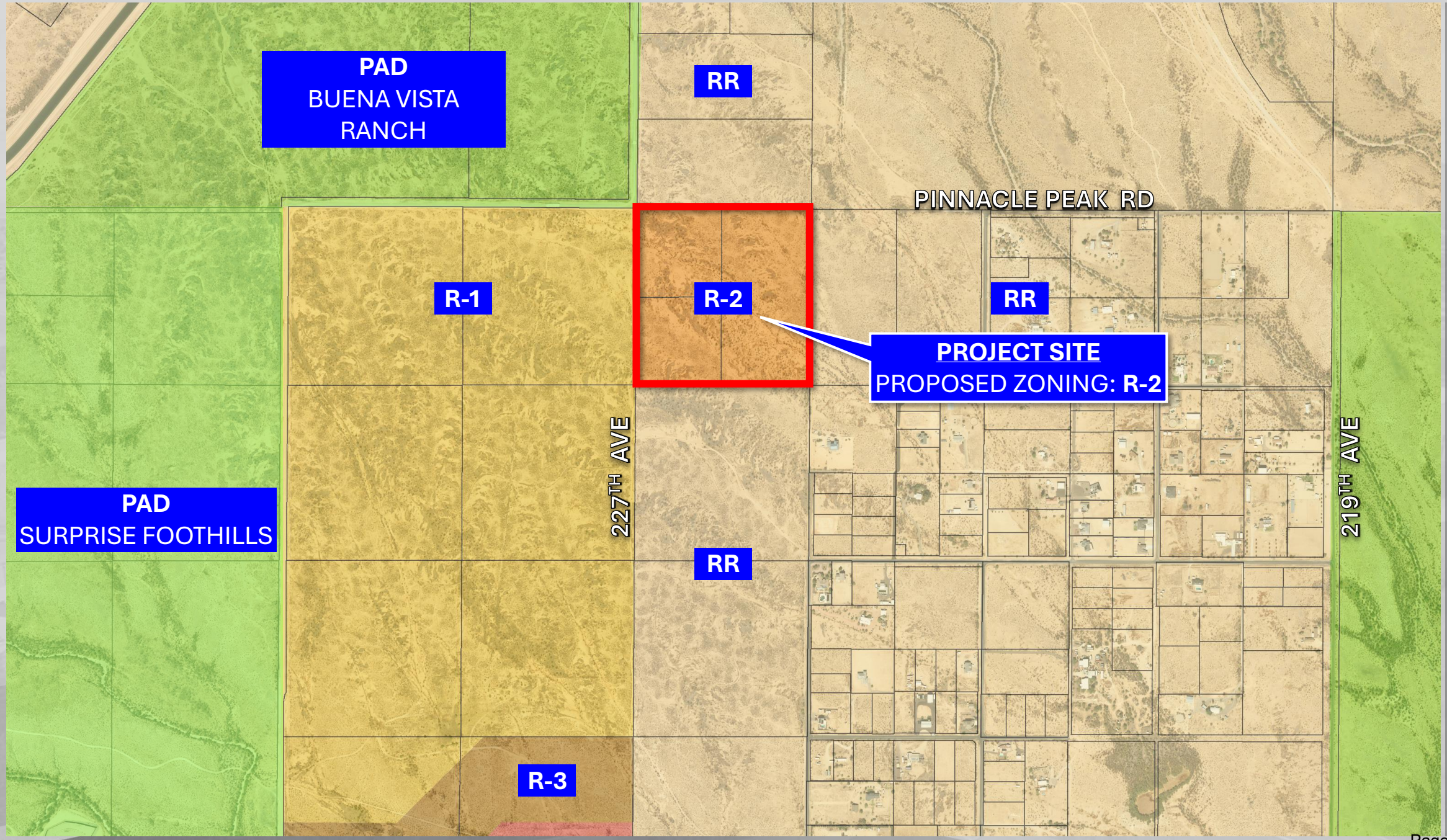
01 Vicinity Map
02 Existing Zoning Map
03 Proposed Zoning Map
04 Rezone Narrative
05 Citizen Outreach Report – REDACTED
06 Affidavit of Posting
07 Letters of Support
08 Draft Ordinance
09 P&Z Recommendation
10 Luke AFB Letter
PPT



FS24-0080 VICINITY MAP



FS24-00080 ZONING MAP



FS24-00080 ZONING MAP

DESERT MOON ESTATES

REZONING NARRATIVE

Site Analysis | Proposed Zoning and Conceptual Land Use Plan | Regulatory Development Standards

CASE #: FS24-0080
1ST SUBMITTAL: JANUARY, 2024
2ND SUBMITTAL: APRIL, 2024
3RD SUBMITTAL: MAY 2024

PRESENTED BY:

RVi Open the Outdoors

GM civil Engineering & Surveying

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1. PROJECT INTRODUCTION

RVi Planning & Landscape Architecture, on behalf of Jewel Investment Company, LP, is pleased to submit this rezoning application for Desert Moon Estates to change the zoning from Residential Low Density (R-1) to Residential Medium Density (R-2) in accordance with the City of Surprise Land Development Ordinance. The subject site is approximately 40 acres at the southeast corner of the 227th Avenue and Pinnacle Peak Road alignments. The APN's associated with this request are 503-81-031M, P and Q. See ***Figure 1: Aerial Photograph of Site.***

This rezoning narrative will provide the framework for future development of the Subject Site. In the following sections, additional information will be provided as it relates to the following items:

- Site Analysis
- Proposed Zoning and Conceptual Land Use Plan
- Regulatory Development Standards

The proposed development complies with the 2035 General Plan and does not include deviations to the land use and regulatory development provisions outlined in the Surprise Land Development Ordinance (LDO) and Planning and Engineering Design Standards (PEDS) Manual.

2. SITE ANALYSIS

Site Location and Zoning

The subject site is currently zoned R-1 and is vacant, surrounded by vacant land. To the west lies the recently approved Surprise 320 property, rezoned Residential Low Density (R-1) where adjacent to the subject site. The remaining adjacent property is zoned Rural Residential (RR), and Planned Area Development (PAD) to the northwest. There are many entitled PADs within a mile of the site, including Buena Vista Ranch, Surprise Foothills, and Desert Trails, as well as some Rural Residential lots further south and east. See ***Figure 2: Regional Vicinity Map.***

General Plan Land Use Designation

The City of Surprise 2035 Land Use Map designates the Subject Site as Neighborhood Character Area as depicted in ***Figure 3: General Plan Land Use Map***. The proposed development plan is in conformance with the 2035 General Plan land use designation and character area and no General Plan amendment is required. ***Table 1: Existing and Surrounding Land Uses*** provides a breakdown of the existing surrounding land uses and zoning. The nature of the surrounding area is reserved for residential and neighborhood commercial development which is consistent with the proposed rezoning for the Subject Site. See ***Figure 4: Existing Zoning Map***.

TABLE 1: EXISTING AND SURROUNDING LAND USES

LOCATION	GENERAL PLAN	EXISTING ZONING	LAND USE
Site	Neighborhoods	R-1	Vacant
North	Neighborhoods	Rural Residential (RR), Planned Area Development (PAD)	Vacant, Buena Vista Ranch
South	Neighborhoods	Rural Residential (RR)	Vacant
West	Neighborhoods	R-1	Vacant, Surprise 320
East	Neighborhoods	Rural Residential (RR)	Vacant

Existing Pre-Development Conditions

The site is currently native desert range land and is relatively flat with general sheet flow drainage conditions from the northwest to the southeast. There is a small defined wash corridor entering the site at the northwest corner and exiting the site at the southeast corner of the property.

Drainage: The site is not affected by regional flows as contained in the Flood Control District of Maricopa County (FCDMC) Wittmann Area Drainage Master Study Update. Based on current records for Maricopa County, as well as the current FEMA FIRM Map (#04013C1185L dated 10/16/2013), the property falls within floodplain Zone Shaded 'X'. Flood Zone 'X' is defined as: Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. There are local flows from the area to the north and west that will need to be routed through the site and discharged at their natural drainage locations.

Existing Roads, ROW and Utilities: The subject site is located at the southeast corner of the future Pinnacle Peak Road and 227th Avenue. Currently the only fully improved roadway network adjacent to the Subject Site is Sun Valley Parkway; a four-lane divided roadway with access limited to median breaks at approximately one-mile intervals. Portions of 219th Avenue, 227th Avenue, and Beardsley Road adjacent to Mesquite Mountain Ranch are in the process of being constructed. All other roadways in the study area are unimproved and without full right-of-way dedication necessary for development according to the Surprise 2035 General Plan's roadway classification map. The existing right-of-way near the Subject Site is limited to 68' for the north half-street of Pinnacle Peak to the northwest of the site.

The recently approved Surprise 320 zoning case to the west (FS22-0344) has committed to dedicating the west half street right-of-way for 227th Avenue and contributing their fair share of improvements based on their project timing and requirements at the time of platting.

Water and Sewer Service: Desert Moon Estates is located within Special Planning Area 3 (SPA-3) in the City of Surprise. SPA-3 is generally located north of Bell Road, west of Beardsley Canal, south of Grand Avenue and Central Arizona Project Aqueduct, east of 259th Avenue and encompasses approximately 59 square miles.

Fire, Police, and Refuse Service: Desert Moon Estates is within the municipal service area of the City of Surprise. As such, Surprise will provide fire, police, and residential refuse service to the property. The closest fire stations include Stations 303 or 306, both located approximately 11-13 +/- miles from the site. Buckeye also has Fire Station #704, approximately 6 +/- miles from the property. Nearby there is a fire station planned as a part of the Surprise Foothills development approximately 2 +/- miles to the west, and a fire station planned as part of the Ana Mandara development approximately 3 +/- miles to the southeast. Additionally, fire station #304 is at the SWC of 163rd Avenue and Happy Valley Road, as well as two fire stations planned at the NEC of Norfold and 183rd Ave, and at Deer Valley Road and 195th Ave.

School Districts: The Subject Site is in the Wickenburg-9 Elementary School District and the Wickenburg Unified High School District. The closest public elementary school within the Wickenburg-9 Elementary School District is the Festival Hills Elementary School located at 26252 W Desert Vista Blvd, Buckeye, Arizona, 85396 and is approximately six miles from the Subject Site. The closest middle school is the Vulture Peak Middle School, located at 925 South Vulture Mine Road. Vulture Peak Middle School is in Wickenburg. The closest high school Wickenburg High School, located in Wickenburg at 1090 South Vulture Mine Road. There is a K-8 school planned within the Surprise Foothills community approximately 2-miles southwest of the site, and another school planned within the Desert Trails community one mile east of the site.

Arizona is an open enrollment state, which means parents can enroll their children in schools outside of their home school and home district boundaries, space permitting. Due to this, students at Desert Moon Estates have the option to attend schools within the Dysart District, which is immediately adjacent to the property to the east and south, and may be closer than Wickenburg district schools.

Electricity: APS is the service provider in the area. There is no existing service for this site, although APS has approved two new sub-station locations to help serve the northwest Surprise area. Both sub-stations are located approximately five (5) miles directly east and west of the property. These improvements are planned to be built as development occurs in this area. An additional substation will be constructed on the east side of 227th Avenue directly north of the wash that intersects Mesquite Mountain Ranch.

Luke Air Force Base Compatibility Analysis: To protect the long-term viability of Luke Air Force Base (LAFB), a concept of graduated residential densities adjacent to their base and active auxiliary fields has been developed. The Graduated Density Concept (GDC) provides guidelines for residential development up to and surrounding the "high noise and accident potential zone," commonly referred to as the 65 DNL line, as defined by ARS 28-8461, which may limit future operations of the U.S. Air Force. In the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 DNL are to be as follows:

- A maximum of two dwelling units per acre from the 65 DNL to a ½ mile zone (Zone A).
- A maximum of four dwelling units per acre from the ½ mile to 1 mile zone (Zone B).
- A maximum of six dwelling units per acre from the 1-mile to 3-mile zone (Zone C).

The applicant evaluated the GDC for the project and will follow the policies related to maximum densities within two of the three zones defined above. Approximately 38.3-acres of land falls within Zone B, allowing for up to 153 residential units. Approximately 1.7-acres of land falls within Zone C, allowing for up to 10 residential units. In total, a maximum of 163 residential units are permitted within Desert Moon Estates in accordance with the calculations provided above.

Table 2: Luke AFB GDC Density & Unit Count Analysis above provides the summary analysis of the Luke AFB density and unit count requirements per the GDC.

The Applicant received an e-mail from Jennifer Rahn, Senior Planner with Luke Air Force Base Community Initiatives dated December 13, 2023, based on a review of the proposed development. The e-mail indicates that the proposed development meets their density requirement and that they look forward to the upcoming submission to the City of Surprise so they can provide formal comments on the request.

See ***Figure 5: Luke Air Force Base Compatibility Map*** for the location of the various noise contours and density restrictions associated with them overlaid on Desert Moon Estates.

TABLE 2: LUKE AFB GDC DENSITY & UNIT COUNT ANALYSIS

LAFB ZONE	GROSS AC.	LUKE MAX DENSITY	LUKE MAX UNITS	TOTAL UNITS PROPOSED	TOTAL GROSS DENSITY
A	0.0	2.0	0	0	-
B	38.3	4.0	153	153	4.0
C	1.7	6.0	10	10	5.9
TOTAL	**40.0**	**-**	**163**	**163**	**4.1**

3. PROPOSED DEVELOPMENT PLAN

In accordance with the Surprise LDO, the proposed project seeks to establish a residential zoning district consistent with the LDO. No deviations are proposed as part of this application and all development will follow the LDO and PEDS Manual as prescribed.

Conceptual Development and Open Space Plan

The subject site will be laid out in consideration of the opportunities and constraints affiliated with the property and surrounding area. There will be two access points on the site, one off of 227th Avenue and one off of Pinnacle Peak Road. The exact location of these access points will be determined at the preliminary plat stage. Landscape buffers will be provided along adjacent roadways in compliance with the LDO.

While this property is adjacent to Rural Residential zoned land, there are no existing residences immediately adjacent to the property, which would be a trigger for transitional buffers. Additionally, the property to the west is zoned R-1, the property owner to the south is in the process of preparing a rezoning application for a mix of zoning districts, including R-1 along the northern portion, the property to the north is owned by an investor that will likely be rezoning the property in the future, and the property to the east is a large, 40-acre vacant property.

The Subject Site shall include a central amenity and pedestrian connectivity for internal access. This will be incorporated and detailed further during the preliminary and final plat process as development occurs. See ***Figure 6: Conceptual Development and Open Space Plan***.

All required minimum open space requirements will be met and all design and development elements will be in accordance with the Surprise LDO and PEDS requirements as prescribed. The articles within the PEDS shall apply where applicable and will govern the general site design and development, open space design, circulation design, landscape, and streetscape design, building form and architecture of a development in addition to other elements as required within the LDO.

Zoning Base Districts

The Residential Medium Density (R-2) zoning district is proposed for the property, in conformance with the General Plan and LDO. A detailed description of this district is provided below. See ***Figure 7: Existing and Proposed Zoning Map***.

This development proposes a maximum unit count of 163 with an overall gross density of 4.1 du/ac; though the overall unit count and density will be regulated by the LDO in accordance with the R-2 zoning district requirements. This falls within the Suburban Neighborhood category's allowed density range of 2.0 to 8.0.

Residential – Medium Density

The residential medium density (R-2) zoning district allows for a variety of housing opportunities including detached and attached buildings, single-family dwellings, two-family dwellings, and three-family dwellings together with schools, parks, and public services necessary for a residential environment. The proposed zoning will allow for the development of all R-2 lot categories, subject to the density restriction per the Luke AFB Graduated Density Policy. The maximum unit count allowed is 163 per the Luke Air Force Base Compatibility Analysis, but the actual lot count will be determined during the preliminary and final platting process.

General Development Standards

All general development standards within the Surprise LDO will shall govern the Subject Site, including the City of Surprise Planning and Engineering Design Standards (PEDS), as referenced in Chapter 107, Article 1.

Proposed Regional Transportation Improvements

In discussion with the City of Surprise and in conformance with the City's 2035 General Plan, the following is a summary of the regional roadways within or adjacent to the Subject Site. See ***Figure 8: Proposed Regional Transportation Plan.***

227th Avenue: 227th is designated as a major arterial with 136-feet of total ROW (68-feet west half street), connecting south from Sun Valley Parkway and running along the western boundary of the property. It will be constructed down to Sun Valley Parkway as primary access per Surprise EDS Detail 3-02. 12. This development will contribute to the future traffic signal at Sun Valley Parkway and 227th Avenue.

Pinnacle Peak Road: Pinnacle Peak is designated as a high-volume collector road with 105-feet of total ROW (52.5-feet south half-street) along the northern perimeter of the site providing an east/west connection from 219th Avenue along the north edge of the property. This collector road will ultimately connect to a new collector road within the Surprise Foothills development. It is not anticipated that Pinnacle Peak Road will cross the Central Arizona Project Aqueduct. It will be constructed out to 219th Avenue as secondary access per Surprise EDS Detail 3-04. 219th Avenue will be treated in accordance with Fire Department requirements as necessary.

In summary, the proposed regional transportation network follows the 2035 General Plan Street Transportation Map and as provided above and in ***Table 3: Roadway Classification***. All roads immediately adjacent to and within the project will be designed and constructed per City of Surprise standard cross sections at the time of preliminary plat.

TABLE 3: ROADWAY CLASSIFICATION

ROADWAY	ROADWAY CLASSIFICATION	PROPOSED 1/2 STREET ROW
227th Avenue	Major Arterial	68'
Pinnacle Peak Road	High Volume Collector	52.5'

Utilities & Services

Drainage: A Final Drainage Report containing detailed hydraulic analysis of the washes/channels in the project, based upon the proposed grading for the development, will be submitted with final engineering. On-Site drainage for the 100 year, 2 hour storm, will be fully retained on site in retention basins. The drainage design for the community will be in accordance with the design guidelines provided in the Drainage Design Manual for Maricopa County, Arizona, Volume I, Hydrology, December 2018 the Drainage Design Manual for Maricopa County, Arizona, Volume II, Hydraulics, date December 2018 and the City of Surprise drainage guidelines.

Water & Sewer: Preliminary Water and Sewer Reports have been prepared and are included with the rezoning submittal package as a separate attachment.

Environmental Inventory Plan

Class 1 cultural and biological reports have been completed and included in the rezoning package as a separate attachment. A Native Plant Inventory will be provided in the Preliminary Plat stage as agreed to by Surprise staff.

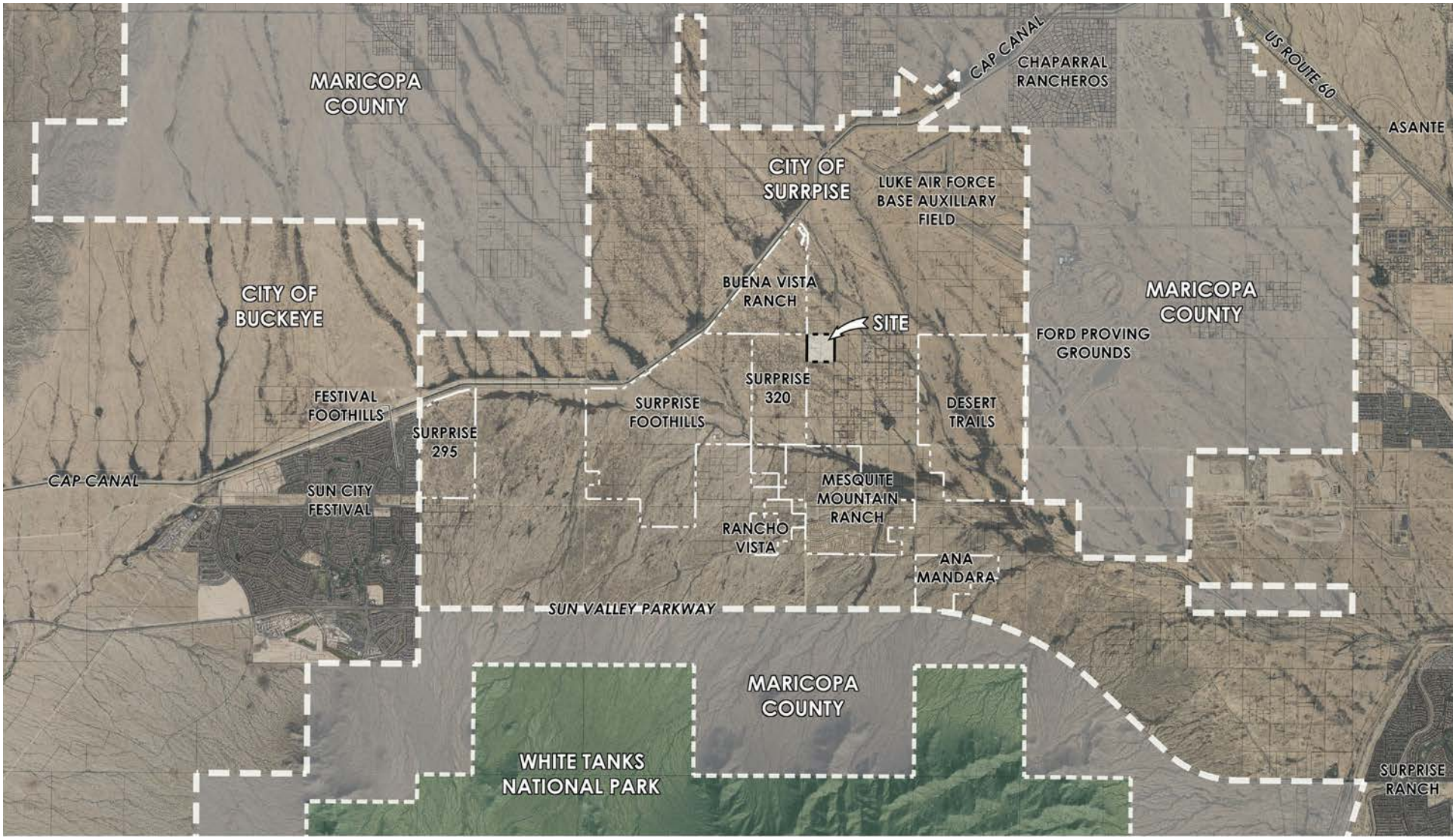
4. CONCLUSION

The proposed rezoning application seeks to encourage future development consistent with the City's 2035 General Plan, current market demands for the area, and surrounding developments. The project team has coordinated with City staff regarding the regional transportation system in a rapidly growing area of the City of Surprise. The proposed development plan and zoning is designed to offer multiple lot sizes at a density permitted within the neighborhoods land use designation. The proposed project evaluated all the existing and proposed conditions of the site and surround area to ensure compatibility within this growing area of Surprise.

FIGURE 1: AERIAL PHOTOGRAPH OF SITE

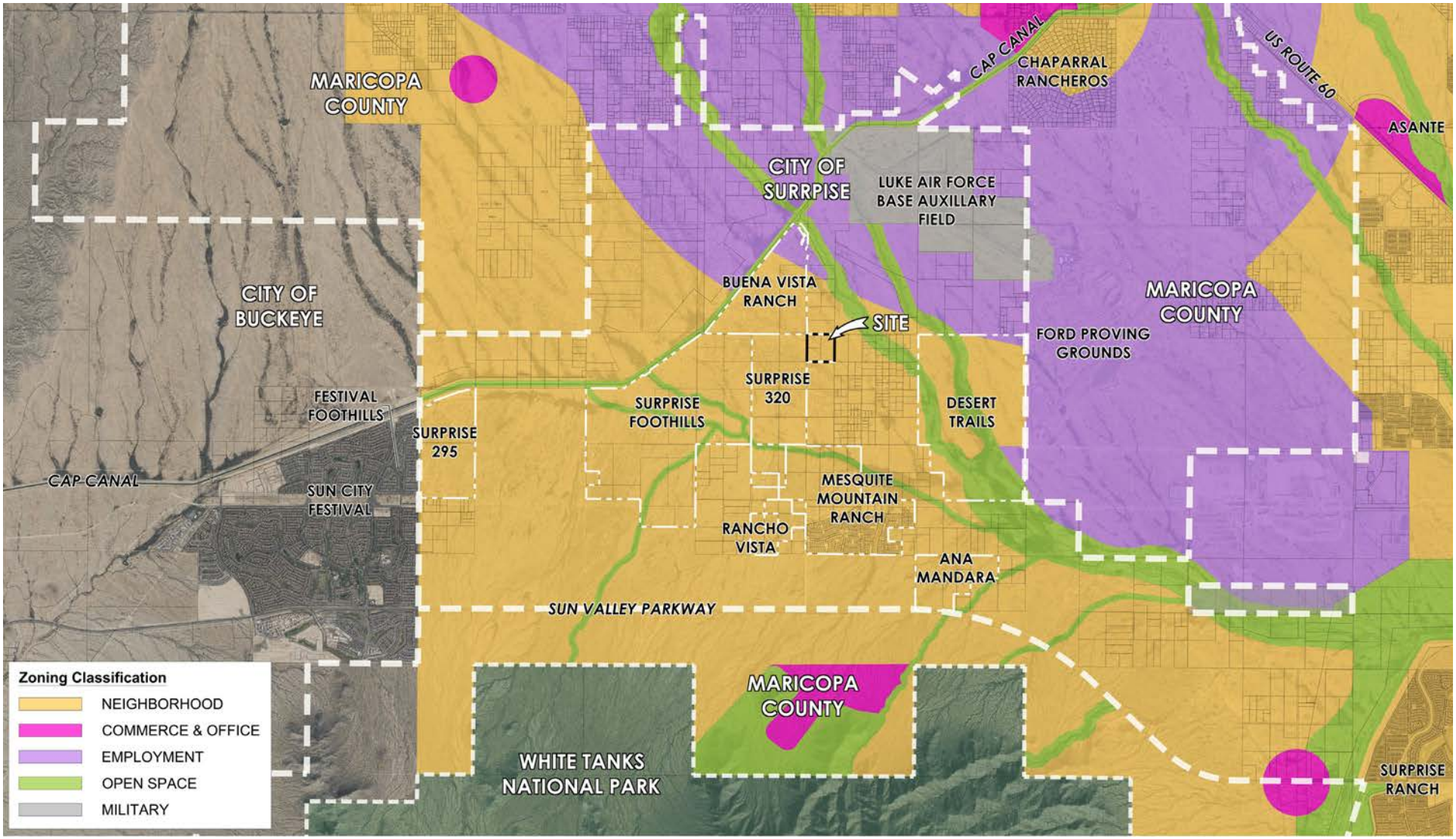
NTS

FIGURE 2: REGIONAL VICINITY MAP



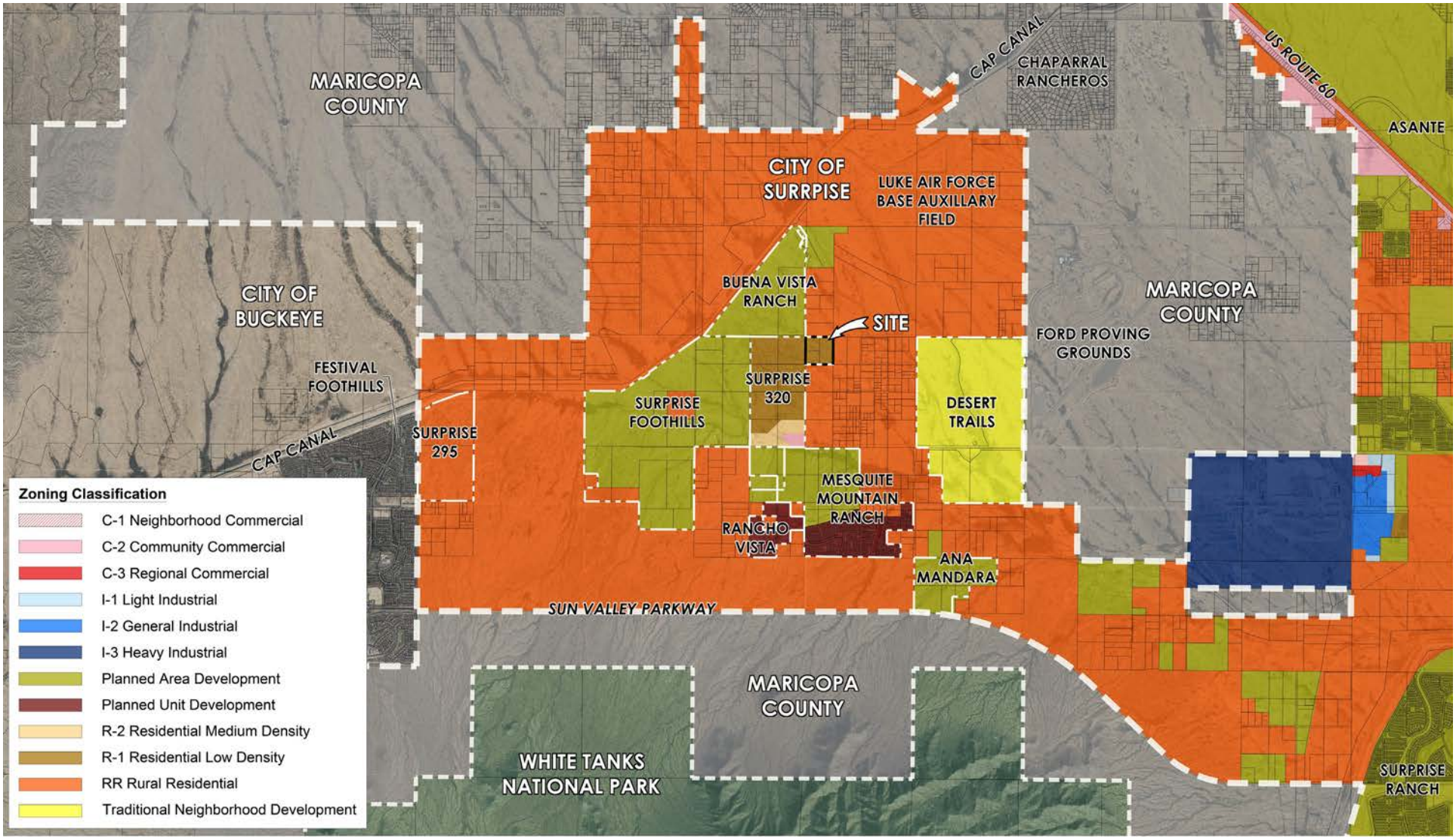
NTS

FIGURE 3: EXISTING GENERAL PLAN LAND USE MAP



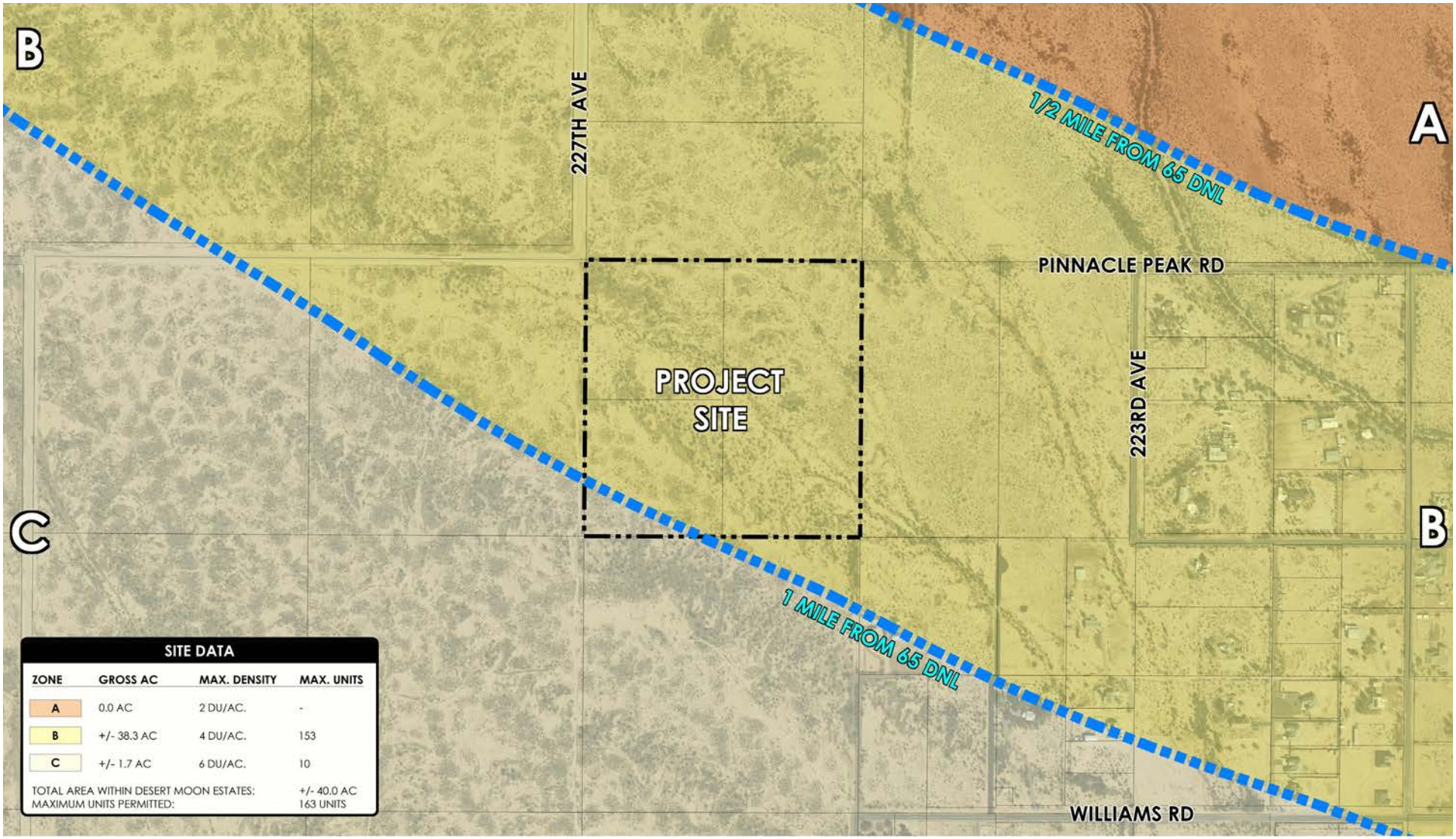
NTS

FIGURE 4: EXISTING ZONING MAP



NTS

FIGURE 5: LUKE AIR FORCE BASE COMPATIBILITY MAP



SITE DATA

ZONE	GROSS AC	MAX. DENSITY	MAX. UNITS
A	0.0 AC	2 DU/AC.	-
B	+/- 38.3 AC	4 DU/AC.	153
C	+/- 1.7 AC	6 DU/AC.	10
TOTAL AREA WITHIN DESERT MOON ESTATES:			+/- 40.0 AC
MAXIMUM UNITS PERMITTED:			163 UNITS

NTS

FIGURE 6: CONCEPTUAL DEVELOPMENT & OPEN SPACE PLAN

NTS

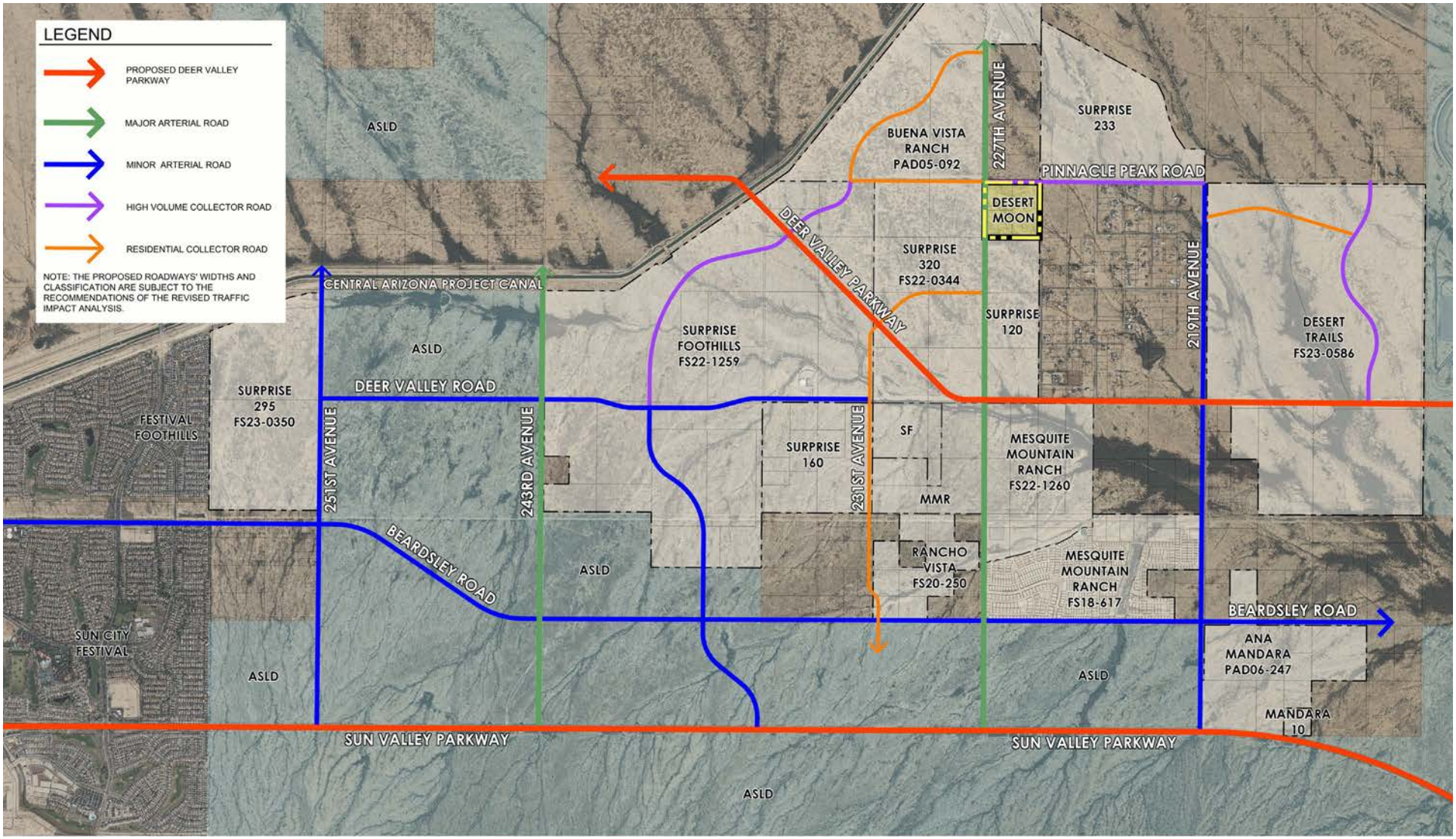
FIGURE 7: EXISTING AND PROPOSED ZONING DISTRICT

EXISTING ZONING DISTRICT

PROPOSED ZONING DISTRICTS

NTS

FIGURE 8: REGIONAL TRANSPORTATION PLAN



NTS

CITIZEN PARTICIPATION REPORT

Desert Moon Rezoning

Surprise, AZ
April, 2024
FS24-0080

Introduction

Every Type 3 development application (which includes rezoning applications) in the City of Surprise requires a neighborhood meeting. As such, these applications also require a Citizen Participation Report designed to detail the results of the citizen participation effort prior to the notice of public hearing. The following sections document the public outreach as it relates to Desert Moon, case number FS24-0080.

Public Outreach

One neighborhood meeting was held for this project on April 23rd, 2024 in accordance with City LDO requirements. Notices for the neighborhood meeting were mailed to residents and neighborhood associations fifteen (15) days prior by City staff in accordance with the LDO. The meeting details have been included below. Additionally, two on-site signs were posted on the property in accordance with the sign posting requirements.

Location: Willow Canyon High School – Collaborative Commons
17901 W Lundberg St.
Surprise, AZ 85388

Date and Time: Tuesday April 23rd, 2024 – 6:00 PM

The following exhibits are included as part of the Citizen Participation Report:

- Sign-in sheet as **Exhibit A: Neighborhood Meeting Sign in Sheet**
- Citizen Comment Cards as **Exhibit B: Comment Card & Response**
- Site posting affidavit and photos as **Exhibit C: Sign Posting Affidavit & Photos**
- Exhibits presented at the Meeting as **Exhibit D: Meeting Presentation Exhibits**
- Email correspondence with neighboring landowner **Exhibit E: Citizen Contact & Response**

Summary of Neighborhood Outreach Efforts

Prior to the neighborhood meeting, the applicant was contacted by JoAnna Mankiewicz requesting additional information on the application. The applicant responded with a brief summary of the zoning case. This email correspondence has been included with this report as Exhibit E.

The neighborhood meeting was held at a public place in general vicinity of the subject site in compliance with the recommendations of City staff. The applicant gave a brief presentation, and upon conclusion of the presentation the applicant answered questions from the attendees. The following section highlights the questions asked and the responses from the applicant.

Meeting Documentation

The meeting officially began at 6:00 PM, though several residents arrived early and asked informal questions regarding the displayed presentation boards. There were 10 people in attendance. The following section includes a list of topics that were discussed, and the responses given by the applicant and The City.

Question: What is the maximum density proposed for the project?

Response: This project sits within the Luke Air Force Base Graduated Density zones. The majority of the site is in zone B which caps the density at 4.0, and a small portion is in category C which caps the density at 6.0. This averages out to a maximum unit count of 163 at a density of 4.1.

Question: What is the difference between R-1 and R-2?

Response: The primary difference and the reason for this rezoning is that the minimum lot size in R-1 is 45' wide and the minimum lot size in R-2 is 40' wide. The applicant would like to develop a portion of the property with lots less than 45'.

Question: What is the plan for development?

Response: Our client is proposing a mix of two lot sizes: 42's and 53's.

Question: There were a variety of questions regarding roadway development in the region, including timing of when they will be built, why the Deer Valley alignment was changed, concern over the Pinnacle Peak alignment adjacent to existing rural residents, questions about a city map showing a 'Patrick Drive' through the existing residences, and about the 225th Ave development along the east edge of the site.

Response: The applicant presented the Surprise Regional Transportation Plan. It was explained that Buckeye cut off the original Deer Valley alignment, so now it veers northwest to cross the CAP to match Buckeye's plans for development. The stretch of Deer Valley cutting through Surprise Foothills remains as a minor arterial to serve the future residents of Surprise Foothills. The applicant explained that the map just represents the city's plans, and that these roads are not all to be built with the Desert Moon project. While Desert Moon will have to build the portion of Pinnacle Peak it is adjacent to, it may not construct Pinnacle Peak east to 219th Ave through the rural neighborhood, depending on City requirements for secondary access. The project will be taking access off of Pinnacle Peak and 219th Avenue adjacent to the property and will not be constructing or dedicating any right-of-way for 225th Ave. City staff clarified that Patrick Drive existed as part of an old development plan and no longer exists. The remaining roads in the region will likely be constructed when the adjacent projects are developed, or as secondary access points are required as nearby projects begin platting.

Question: What is the timing for this development?

Response: This project will not likely begin construction until 227th Avenue is built by Mesquite Mountain Ranch, Surprise 295, or others. After that road is constructed, it typically takes 8 months to get through the pre-plat stage, 6 months for construction documents, and 1-2 years to build. So once platting starts, it may take up to 3-4 years to complete development of the Desert Moon Estates property.

Question: How will this project handle construction traffic? There is concern over construction vehicles destroying the private dirt roads within the rural community.

Response: This project cannot be built without the construction of 227th Ave as a paved road. When it is time to build, construction vehicles will access the property via 227th Ave.

Question: What is the total anticipated population for the region considering all the new entitled developments?

Response: The applicant explained that almost 100% of the time developments are not able to reach the max unit count that they are entitled for. Without knowing exact numbers, they estimated that between Desert Trails, Surprise Foothills, Surprise 295 and other developments in the area, there may be over 8,000 residential units built.

Question: What does the 'neighborhoods' category mean?

Response: Neighborhoods is one of the City's four main land use categories. It is a broad category that allows for all types of residential development, and other uses that support residential development like public facilities and neighborhood-scale commercial centers.

Question: What is the rural overlay?

Response: The rural overlay is a new overlay district proposed with the 2040 General Plan. This plan has been approved by City Council but is not yet ratified by the voters. City staff explained that the creation of this overlay district is the first step to creating a Desert Rural zoning district that will have its own set of development standards to help preserve the rural residents' way of life, including but not limited to: dark sky restrictions, modified road sections, and buffer requirements for adjacent developments. The voters in Surprise will vote on the 2040 General Plan later in 2024.

Question: How will this project be buffering from the rural neighborhood?

Response: This project is catty-corner to the proposed Rural Overlay District but does not directly abut it or any existing rural developments. The properties directly to the east and south are not part of the rural residential overlay zone.

Question: How will this project handle washes and drainage? Will it be building any bridges for the adjacent roads?

Response: There are some very minor tributaries crossing the site, but none are significant enough to warrant any sort of bridging or protection in place. The site will be responsible for routing any off-site drainage through the property and discharging it off-site in the same location as the existing condition to ensure no negative impact to downstream properties.

Question: Where is this project getting its water?

Response: This project is included in the Surprise Foothills Water Campus facility. Desert Moon Estates will be included in the updated water model to ensure water is available to serve the development.

Question: Will the existing water campus drain the resident's wells?

Response: The applicant acknowledged he is not a water engineer, so does not have expertise in this area, but explained that there is a regional water master plan that is currently undergoing updates to ensure there is enough water for all new proposed projects in the area. Without going into specifics, they explained that there are distance and depth requirements that are intended to prevent significant impacts to existing wells in the vicinity. The applicant requested that this specific resident leave a comment card so that they could get him in-touch with our water engineer to provide a more detailed explanation. The applicant received a comment card with this question and has forwarded it to the project water engineer to seek a more complete response. Once received, this will be forwarded to the requesting individual.

Question: Why are the notification signs so far from any existing roads?

Response: The City Ordinance requires that the notification signs be posted on-site. The sign companies are limited in their ability to legally and safely access sites like this with no adjacent roads, so the sign location is largely determined by what they are able to physically access on the property.

Ongoing Coordination

Throughout the processing of the rezoning application, the development team will engage with all interested parties to provide up to date information and tracking to the schedule public hearings, as needed. To date, no additional phone calls or email conversations have occurred as it relates to either application.

Exhibit A: Sign-In Sheets from April 23rd Neighborhood Meeting

Project: Desert Moon - Neighborhood Meeting

Location: Willow Canyon High School – Collaborative Commons
17901 W Lundberg St.
Surprise, AZ 85388

Date and Time: **Tuesday April 23rd, 2024 – 6:00 PM**

NEIGHBORHOOD MEETING SIGN-IN SHEET

NAME	ADDRESS	PHONE	EMAIL
Eddy Edens	[redacted]		
ANTHONY MARTINO	[redacted]		
Melanie Kingsbury	[redacted]		
Gennie Robles	[redacted]		
Jackie Varady	[redacted]		
Liana Di Vita	[redacted]		
Michele Staples	[redacted]		
John D. Vita	[redacted]		
Kevin Perry	[redacted]		

Exhibit B: Comment Card and Response

COMMENT CARD

Desert Moon
Neighborhood Meeting – April 23rd, 2024

John DiVita [redacted]

Name Street Address

[redacted]

Email Address Phone Number

COMMENTS / CONCERNS:

Will the Campus Well off of Surprise Foothills that are Currently in place, cause depletion in wells (both private & shared) in our rural area... forcing us to use their wells.

Jessica Miller

From: Mark Reddie
Sent: Tuesday, April 30, 2024 8:41 AM
To: [redacted]
Cc: Jessica Miller
Subject: Desert Moon Estates Neighborhood Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. DiVita, thank you for attending the Desert Moon Estates Neighborhood Meeting on April 23rd. We appreciate your interest in our project. You submitted a comment card asking about the impact to your private well in your rural neighborhood, and if it will be depleted, forcing you to use the Surprise Foothills Water Campus facility.

The Surprise Foothills Water Campus is a large facility served by at least two wells, with the closest being over 1.5 miles northwest of your property at [redacted] in Surprise, AZ. These wells are regulated by the Arizona Department of Water Resources (ADWR) and are required to perform a well spacing analysis that is reviewed and approved by the Arizona Department of Water Resources (ADWR). The projected 5-year pumping impacts from the wells was 9.9 feet which meets the allowable impact limit at 5-years of pumping. The campus and wells were constructed to serve all new designated developments in the area, and existing homeowners would be expected to continue using their existing wells. The Desert Moon Estates project has a maximum residential unit count of 163 lots, which is a small fraction of the water capacity provided by these well sites.

Thank you again for your interest in this project.

Mark Reddie
Managing Principal / Vice President

RVi Planning + Landscape Architecture
4900 North Scottsdale Road, Suite 1200 • Scottsdale, AZ 85251
602.292.1685 Mobile • 480.586.2349 Direct • 480.994.0994 Main
www.rviplanning.com

Exhibit C: Sign Posting Affidavit and Photos

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS24-0080

Applicant Name: RVi Planning and Landscape

Location: SEC 227th Ave and Pinnacle Peak Rd

Date Site Posted: 04/04/24

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Applicant/Representative Signature _____ Date 4/4/24

This instrument was acknowledged before me on 04/04/24, by Patrick Anspaugh. I witness whereof I hereunto set my hand and official seal.

JESSE SIMPSON
Notary Public - Arizona
Maricopa County
Commission # 650315
My Comm. Expires May 31, 2027

Notary Public _____

My commission expires 5/31/27

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: April 23, 2024
Time: 6:00 P.M.
Location: Willow Canyon High School Collaborative Commons 17901 W Lundberg St. Surprise, AZ 85388
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: Council Chambers 16000 Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: Council Chambers 16000 Civic Center Plaza Surprise, AZ 85374
Surprise Case #: FS23-0586
VICINITY MAP
A rezoning application for Desert Moon Estates to change the existing zoning from Residential Low Density (R-1) to Residential Medium Density (R-2) on parcels 503-81-031M, P and Q comprising approximately 40 gross acres.
Please call to confirm dates: 623-222-3011 www.surpriseaz.gov
April 4, 2024 at 11:08 AM
Surprise AZ 85387

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: April 23, 2024
Time: 6:00 P.M.
Location: Willow Canyon High School Collaborative Commons 17901 W Lundberg St. Surprise, AZ 85388
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: Council Chambers 16000 Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: Council Chambers 16000 Civic Center Plaza Surprise, AZ 85374
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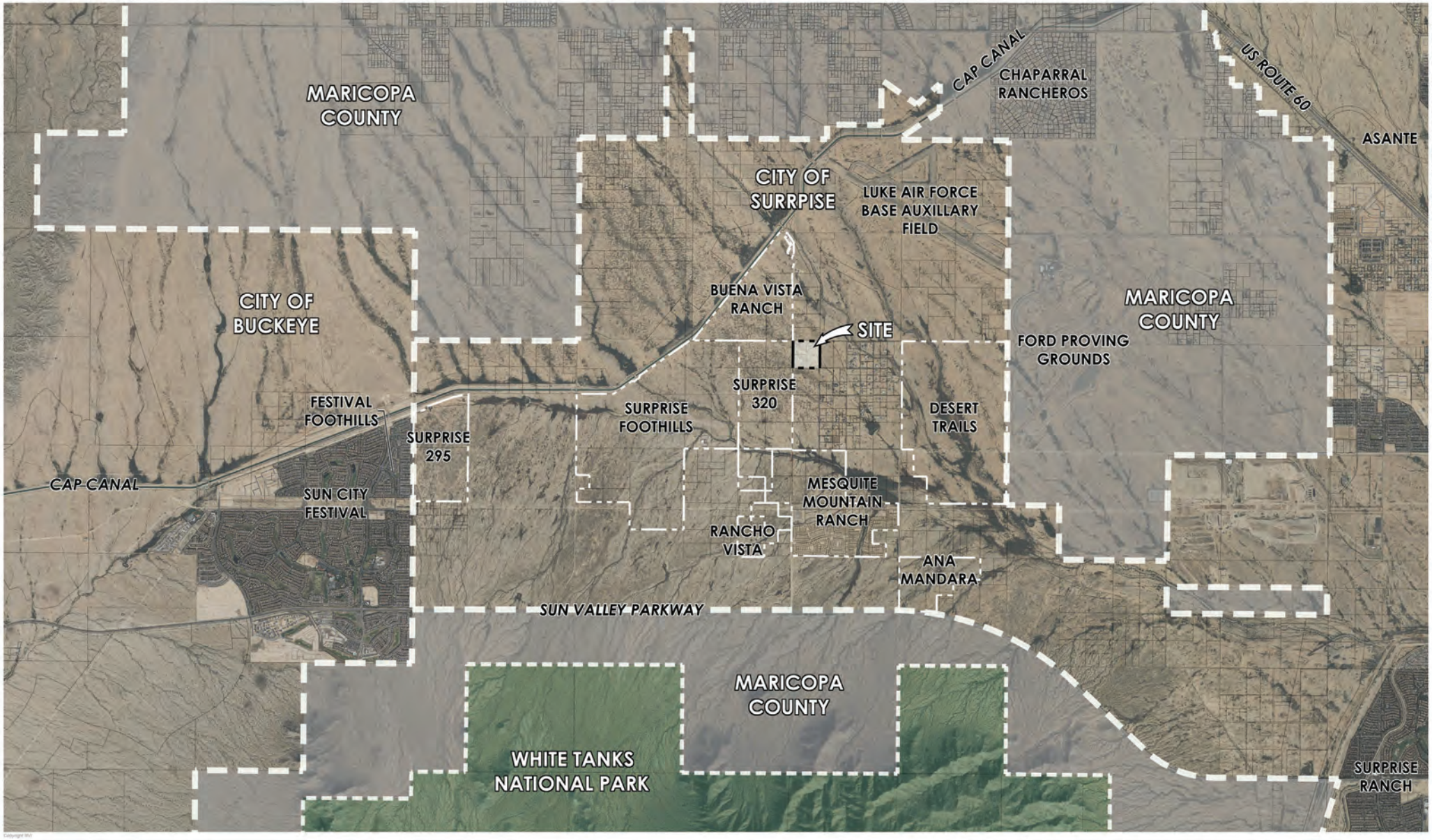
Please call to confirm dates: 623-222-3011 www.surpriseaz.gov
April 4, 2024 at 11:07 AM
Surprise AZ 85387

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: April 23, 2024
Time: 6:00 P.M.
Location: Willow Canyon High School Collaborative Commons 17901 W Lundberg St. Surprise, AZ 85388
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: Council Chambers 16000 Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: Council Chambers 16000 Civic Center Plaza Surprise, AZ 85374
Surprise Case #: FS23-0586
VICINITY MAP
A rezoning application for Desert Moon Estates to change the existing zoning from Residential Low Density (R-1) to Residential Medium Density (R-2) on parcels 503-81-031M, P and Q comprising approximately 40 gross acres.
Please call to confirm dates: 623-222-3011 www.surpriseaz.gov
April 4, 2024 at 10:48 AM
Surprise AZ 85387

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: April 23, 2024
Time: 6:00 P.M.
Location: Willow Canyon High School Collaborative Commons 17901 W Lundberg St. Surprise, AZ 85388
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: Council Chambers 16000 Civic Center Plaza Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: Council Chambers 16000 Civic Center Plaza Surprise, AZ 85374
Surprise Case #: FS23-0586
VICINITY MAP
A rezoning application for Desert Moon Estates to change the existing zoning from Residential Low Density (R-1) to Residential Medium Density (R-2) on parcels 503-81-031M, P and Q comprising approximately 40 gross acres.
Please call to confirm dates: 623-222-3011 www.surpriseaz.gov
April 4, 2024 at 10:48 AM
Surprise AZ 85387

Exhibit D: Meeting Presentation Exhibits



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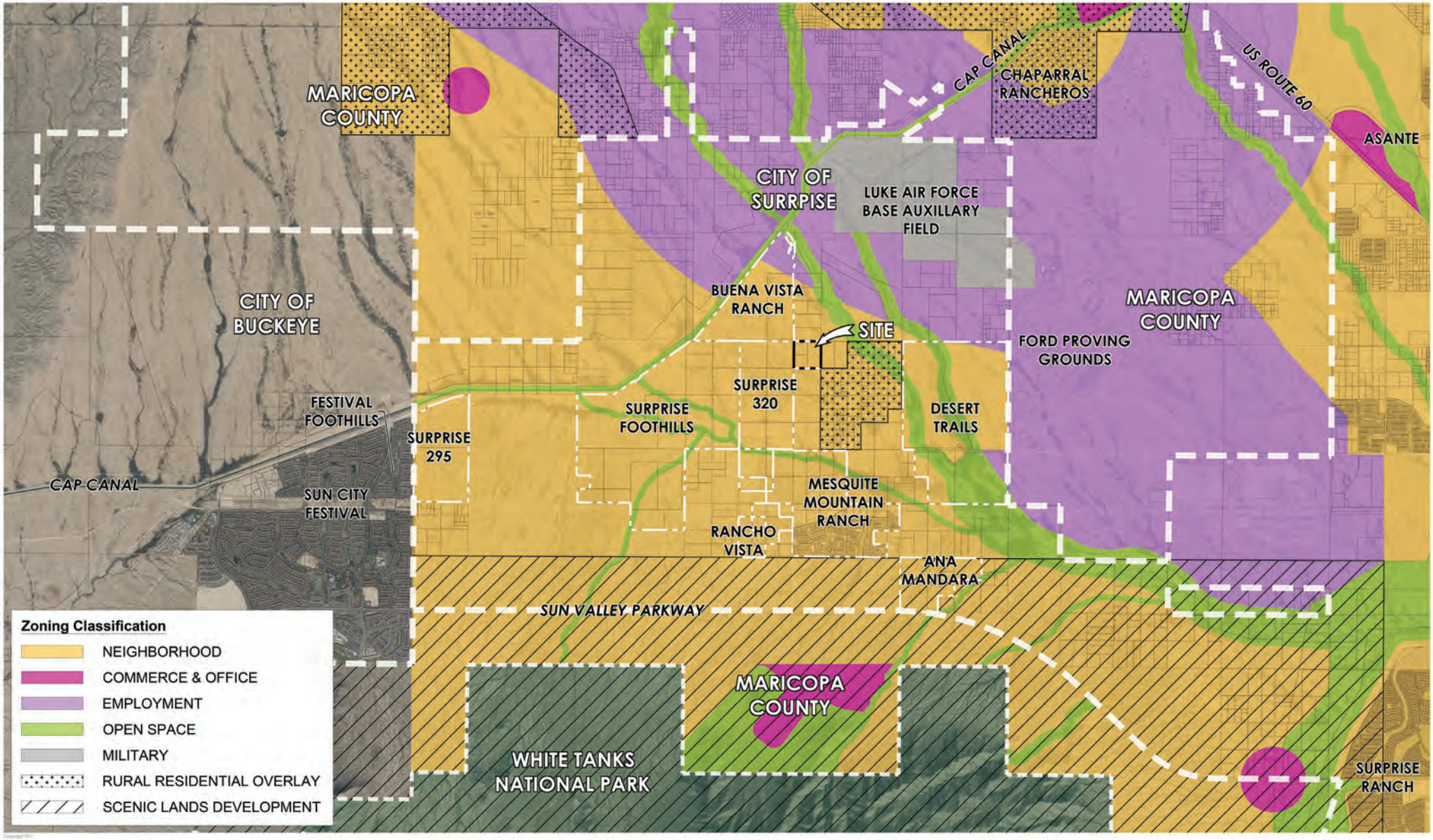
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

DESERT MOON ESTATES • **FIGURE 1: REGIONAL VICINITY MAP**

SURPRISE, AZ
2023-09-20
23005514
JEWEL INVESTMENT COMPANY

0 1000' 2000' 4000'
SCALE: 1" = 2000'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

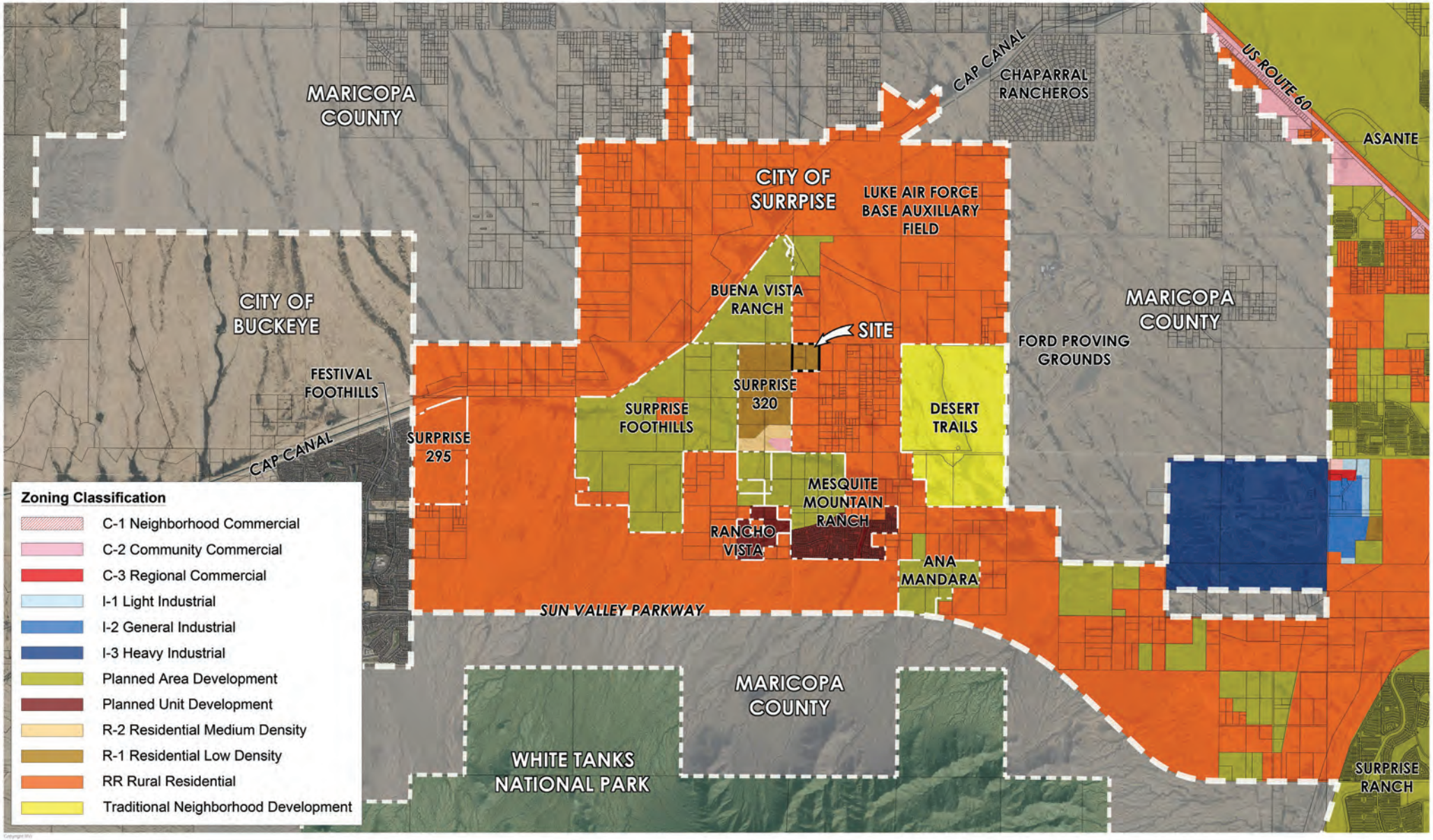


RVi

DESERT MOON ESTATES • **FIGURE 3: GENERAL PLAN LAND USE MAP 2040**

SURPRISE, AZ
2024-04-23
23005514
JEWEL INVESTMENT COMPANY

0 1000' 2000' 4000'
SCALE: 1" = 2000'-0"



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DESERT MOON ESTATES • **FIGURE 4: EXISTING ZONING MAP**

SURPRISE, AZ
2024-04-24
23005514
JEWEL INVESTMENT COMPANY

0 1000' 2000' 4000'
SCALE: 1" = 2000'-0"

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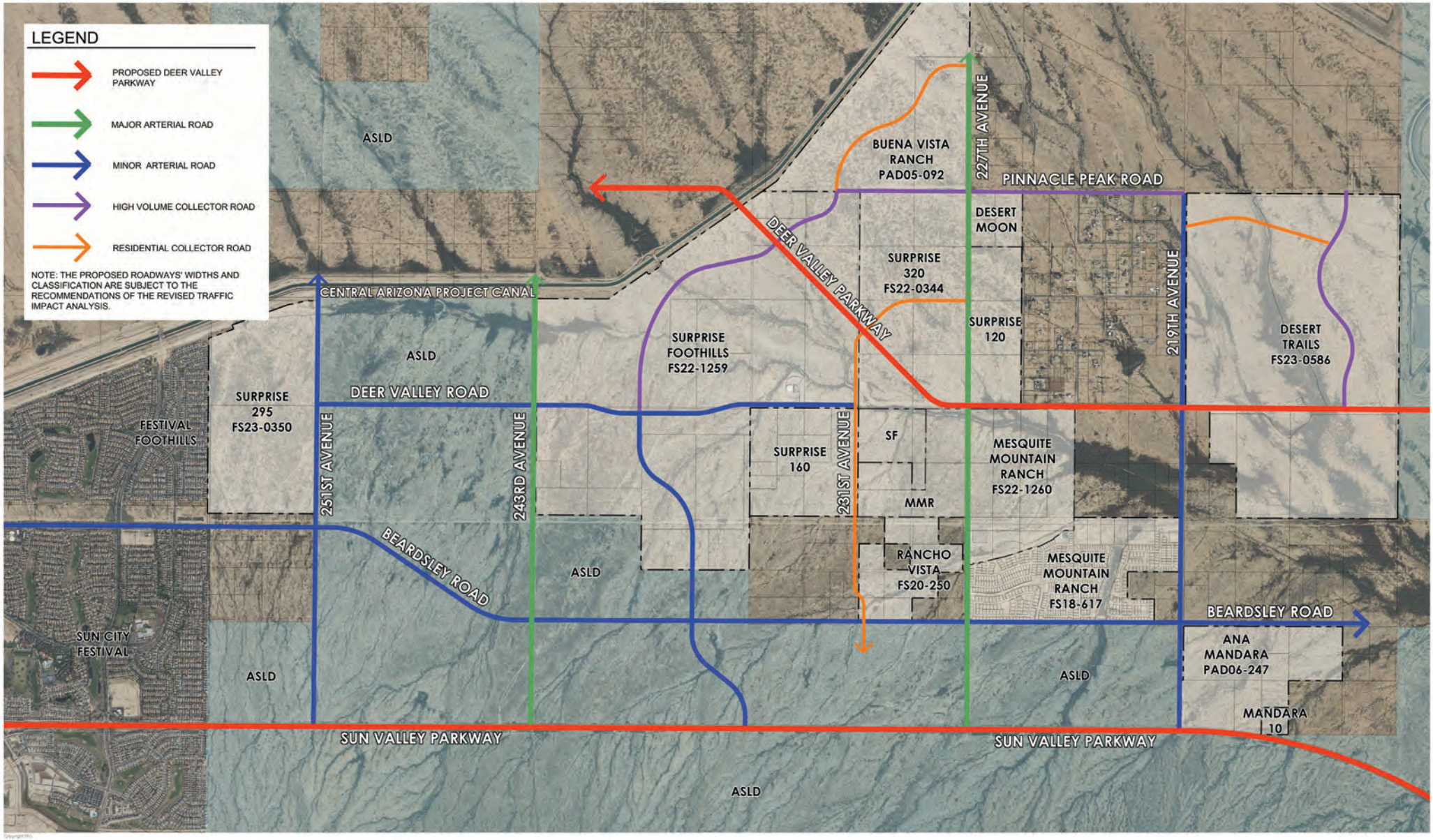

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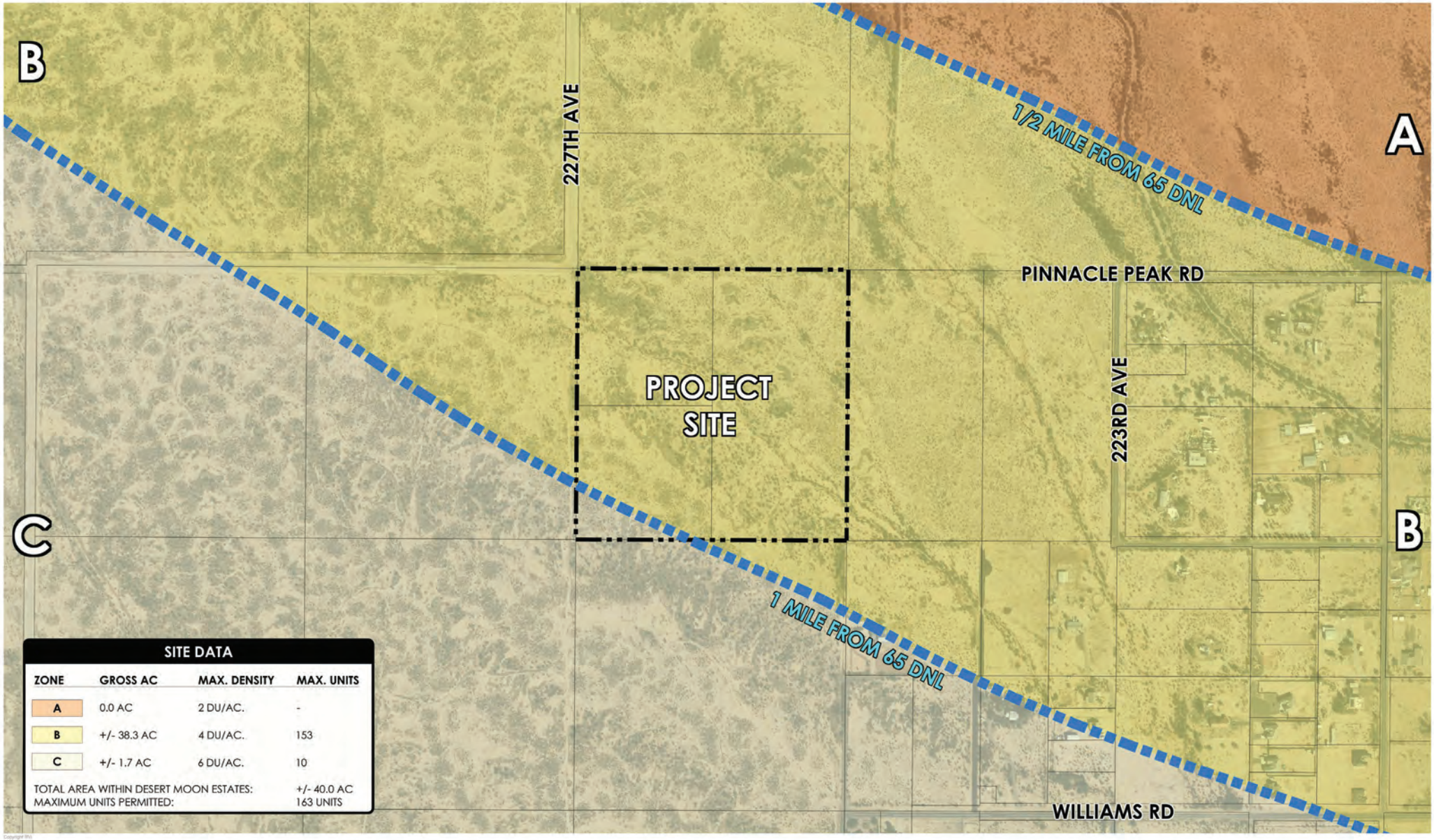
NORTHWEST SURPRISE • **REGIONAL TRANSPORTATION PLAN**

SURPRISE, AZ

2024-03-12

#

SCALE: 1" = 1000'-0"



SITE DATA

ZONE	GROSS AC	MAX. DENSITY	MAX. UNITS
A	0.0 AC	2 DU/AC.	-
B	+/- 38.3 AC	4 DU/AC.	153
C	+/- 1.7 AC	6 DU/AC.	10
TOTAL AREA WITHIN DESERT MOON ESTATES:			+/- 40.0 AC
MAXIMUM UNITS PERMITTED:			163 UNITS

Copyright RVi

RVi

DESERT MOON ESTATES • **FIGURE 6: LUKE AIR FORCE BASE GRADUATED DENSITY ANALYSIS**

SURPRISE, AZ
2023-09-20
23005514
JEWEL INVESTMENT COMPANY

0 1000' 2000' 4000'
SCALE: 1" = 2000'-0"

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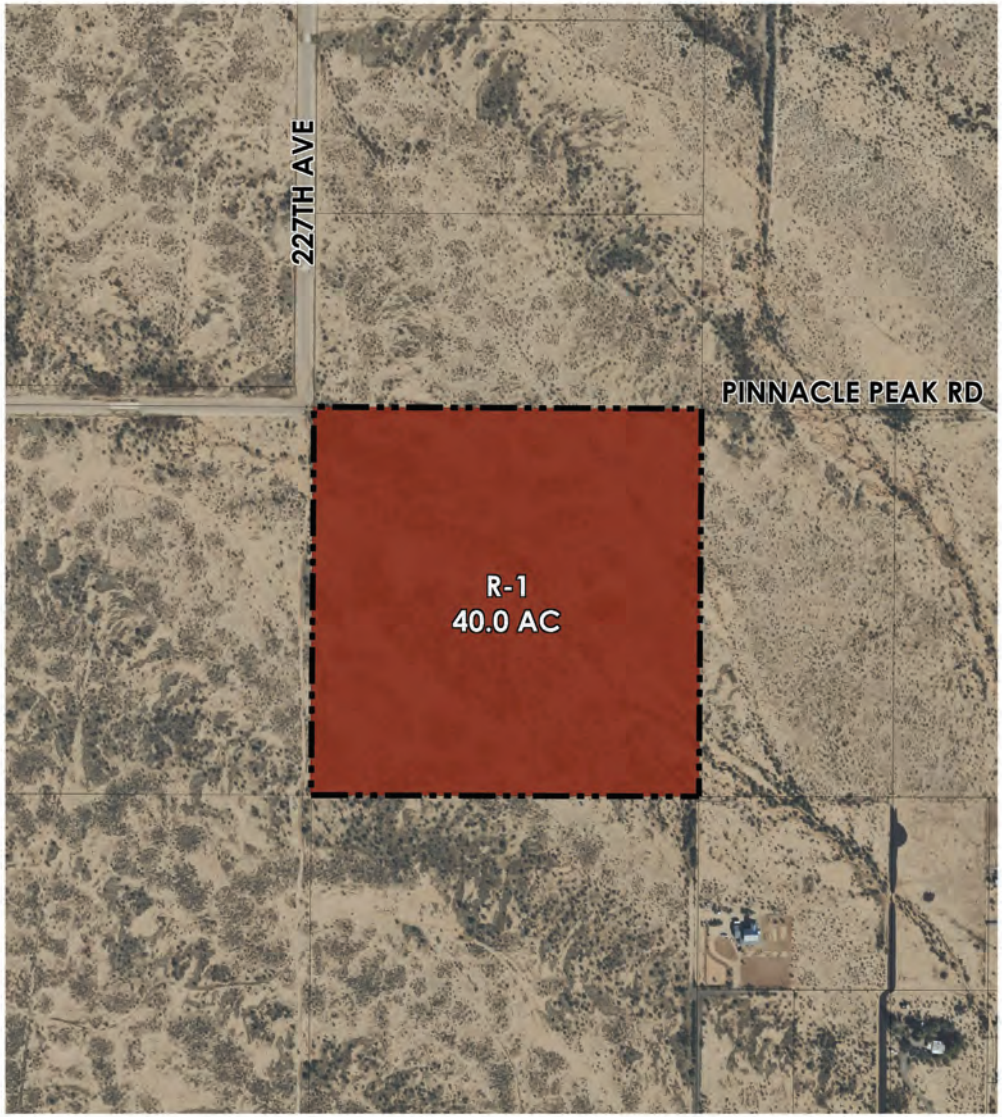
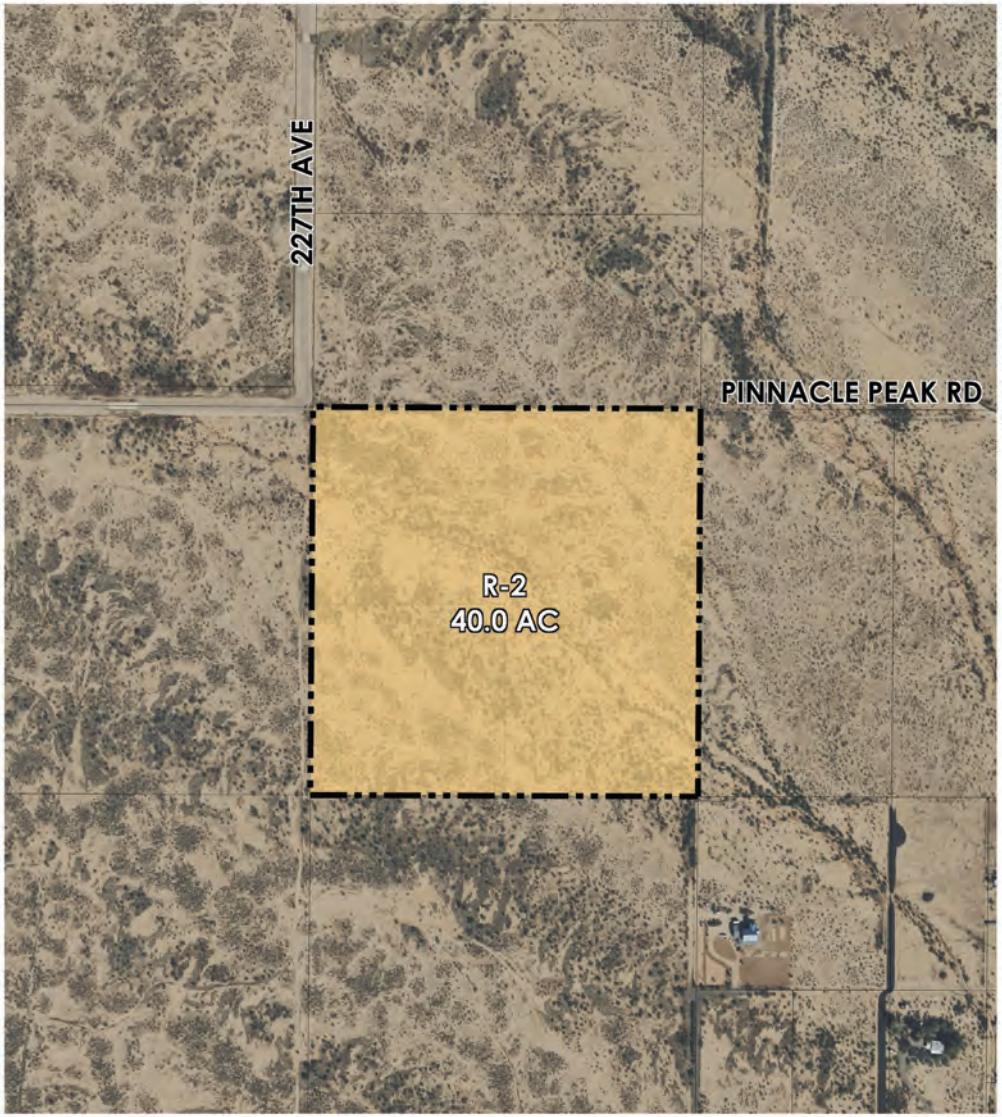


EXISTING ZONING DISTRICT



PROPOSED ZONING DISTRICTS

DESERT MOON ESTATES • **FIGURE 7: EXISTING VS. PROPOSED ZONING**

SURPRISE, AZ
2023-09-20
23005514
JEWEL INVESTMENT COMPANY

0 1000' 2000' 4000'
SCALE: 1" = 2000'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

Exhibit E: Citizen Contact & Response

Jessica Miller

From: Mark Reddie
Sent: Thursday, April 18, 2024 1:57 PM
To: JoAnna Mankiewicz
Cc: tanner.wessel@surpriseaz.gov; Jessica Miller
Subject: RE: FS24-0080

Hi JoAnna, thank you for your e-mail. Currently the Desert Moon Estates property is zoned R-1. Based on some market analysis in the area, the property owner would like to develop the property with a slightly smaller lot size than R-1 permits, so we are requesting to rezone to R-2 which allows a slightly smaller lot size. The density will allow for a maximum of 161 units, which is in conformance with the City's General Plan and also with the Luke Air Force Base Graduated Density Policy based on proximity to their Auxiliary 1 Field to the north.

As for water, were are coordinating with the City of Surprise and the Surprise Foothills Area Water Master Plan to ensure we have water availability to serve the project. We submitted a water and sewer master plan with our rezoning submittal, and are happy to provide those to you if you would like to review them. Additionally, in order for our property to develop, we are required to provide all the water and sewer infrastructure, as well as roadway improvements to serve our project, so the City generally doesn't pay for required infrastructure to serve the development.

Hopefully this answers your questions, if not, please let me know. Thanks

Mark Reddie
Managing Principal / Vice President

RVi Planning + Landscape Architecture
4900 North Scottsdale Road, Suite 1200 • Scottsdale, AZ 85251
602.292.1685 Mobile • 480.586.2349 Direct • 480.994.0994 Main
www.rviplanning.com

From: JoAnna Mankiewicz [redacted]
Sent: Tuesday, April 16, 2024 4:12 PM
To: Mark Reddie <mreddie@rviplanning.com>
Cc: tanner.wessel@surpriseaz.gov
Subject: FS24-0080

Dear Mark,

I just need some clarification on this application to rezone Desert Moon Estates to change 40 gross acres from Residential Low Density (R-1) to Residential Medium Density (R-2) located at the southeast corner of Pinnacle Peak Road and 227th Avenue. What is the purpose of the rezoning, and are water/utility usage and cost to the City to provide City services?

Thank you,
JoAnna Mankiewicz
Surprise, AZ

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS24-0080

Applicant Name: RVi Planning and Landscape

Location: SEC 227th Ave and Pinnacle Peak Rd

Date Site Posted: 04/30/25

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett — April 30, 2025

Applicant/Representative Signature — Date

This instrument was acknowledged before me on 04/30/25, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

Marybeth Conrad
Notary Public

10-25-28
My commission expires

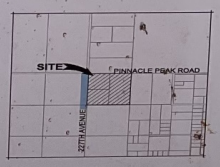
*Return completed and notarized **affidavit** and all relevant **photo**s to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing
City of Surprise

Neighborhood Meeting	Planning & Zoning	City Council
Date: April 23, 2024	Date: August 1, 2024	Date: May 20,2025
Time: 6:00 P.M.	Time: 6:00 P.M.	Time: 6:00 P.M.
Location: Willow Canyon High School Collaborative Commons 17901 W Lundberg St. Surprise, AZ 85388	Location: Council Chambers 16000 Civic Center Plaza Surprise, AZ 85374	Location: Council Chambers 16000 Civic Center Plaza Surprise, AZ 85374

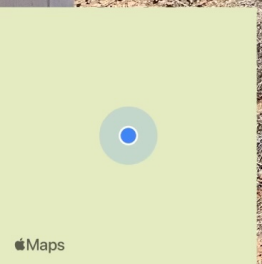
Surprise Case #: FS24-0080

VICINITY MAP



A rezoning application for Desert Moon Estates to change the existing zoning from Residential Low Density (R-1) to Residential Medium Density (R-2) on parcels 503-81-031M, P and Q comprising approximately 40 gross acres.

Please call to confirm dates: 623-222-3011 www.surpriseaz.gov



April 30, 2025 at 11:34 AM
+33.695486,-112.547600
Surprise AZ 85387
United States

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: April 23, 2024
Time: 6:00 P.M.
Location: Willow Canyon High School
Collaborative Commons
17901 W Lundberg St.
Surprise, AZ 85388
Planning & Zoning
Date: August 1, 2024
Time: 6:00 P.M.
Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374
City Council
Date: May 20,2025
Time: 6:00 P.M.
Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374
Surprise Case #: FS24-0080
VICINITY MAP
SITE
PINNACLE PEAK ROAD
227TH AVENUE
A rezoning application for Desert Moon Estates to change the existing zoning from Residential Low Density (R-1) to Residential Medium Density (R-2) on parcels 503-81-031M, P and Q comprising approximately 40 gross acres.
Please call to confirm dates: 623-222-3011
www.surpriseaz.gov

Maps
April 30, 2025 at 11:34 AM
+33.695425,-112.547701
Surprise AZ 85387
United States

April 30, 2025 at 11:04 AM
+33.696897,-112.547630
Surprise AZ 85387
United States

Notice of Public Hearing
City of Surprise

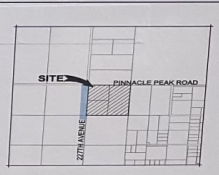
Neighborhood Meeting
Date: April 23, 2024
Time: 6:00 P.M.
Location: Willow Canyon High School
Collaborative Commons
17901 W Lundberg St.
Surprise, AZ 85388

Planning & Zoning
Date: August 1, 2024
Time: 6:00 P.M.
Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council
Date: May 20,2025
Time: 6:00 P.M.
Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

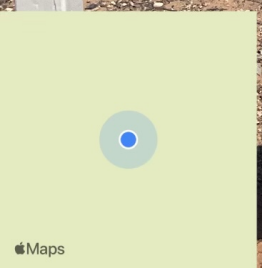
Surprise Case #: FS24-0080

VICINITY MAP



A rezoning application for Desert Moon Estates to change the existing zoning from Residential Low Density (R-1) to Residential Medium Density (R-2) on parcels 503-81-031M, P and Q comprising approximately 40 gross acres.

Please call to confirm dates: 623-222-3011 www.surpriseaz.gov



April 30, 2025 at 11:04 AM
+33.696897,-112.547630
Surprise AZ 85387
United States

Tanner Wessel

To: Christina Sexton; Jessica Miller
Cc: Alyssa Carpenter; Nichole Flores
Subject: RE: Desert Moon Estates Neighbor Support Letter

From: Jessica Miller <jmiller@rviplanning.com>
Sent: Tuesday, June 4, 2024 1:32 PM
To: Christina Sexton <Christina.Sexton@surpriseaz.gov>
Cc: Alyssa Carpenter <Alyssa.Carpenter@surpriseaz.gov>; Nichole Flores <Nichole.Flores@surpriseaz.gov>
Subject: FW: Desert Moon Estates Neighbor Support Letter

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

Hi Chris,
Below is an email in support from one of our neighboring property owners. I was told to forward this your way to include in the staff report.
Thanks!

Jessica Miller
Project Manager

RVi Planning + Landscape Architecture
4900 North Scottsdale Road, Suite 1200 • Scottsdale, AZ 85251
602.516.8523 Mobile • 480.994.0994 Main
www.rviplanning.com (-> secure-web.cisco.com)

From: Gil and Linda [redacted]
Sent: Thursday, May 30, 2024 11:03 AM
To: Mark Reddie <mreddie@rviplanning.com>
Subject: White Tank Zonning

Mr. Mark Reddie

We own the 20 acres of vacant land (Parcel # 503-81-031N) located adjacent east of the Desert Moon Estates property.

We fully support the FS24-0080 Desert Moon Estate rezoning application currently in process with the City of Surprise AZ.

Gil and Linda Elias
Robert and Marylou Perez

External Email: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Tanner Wessel

To: Mark Reddie
Cc: Trever Fleetham
Subject: RE: Desert Moon Estates Support E-Mail

-----Original Message-----
From: danny martino [redacted]
Sent: Thursday, August 1, 2024 11:51 AM
To: Mark Reddie <mreddie@rviplanning.com>
Subject: Desert Moon Estates

Dear Mr. Reddie,

I am the owner of the 20 acre parcel directly north of Desert Moon Estates (503-81-020D) and would like to express my support for the proposed rezone to a higher density.

Danny Martino

Sent from my iPad

External Email: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

ORDINANCE # 2025-11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM RESIDENTIAL LOW DENISTY (R-1) TO RESIDENTIAL MEDIUM DENSITY (R-2), GENERALLY LOCATED AT THE SOUTHEAST CORNER OF PINNACLE PEAK ROAD AND 227TH AVENUE.

WHEREAS, this Ordinance was properly noticed for public hearing, and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located at the southeast corner of Pinnacle Peak Road and 227th Avenue;

WHEREAS, the subject site is approximately 40 acres and is currently zoned Residential Low Density (R-1);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed rezone to Residential Medium Density (R-2) satisfies the requirements set forth in Section 106-2.4 of the Surprise Municipal Code;

WHEREAS, this Rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on August 1, 2024, the Planning and Zoning Commission recommended approval of the subject rezoning request.

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

Section 1. *Rezoning.* The parcel legally described in **Exhibit A** and depicted on **Exhibit B**, known as "Desert Moon Estates," is rezoned from Residential Low Density (R-1) to Residential Medium Density (R-2) subject to the following stipulations:

a. Development and use of the site shall be in compliance with Resolution 2025-60, Desert Moon Development Agreement.

b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this_____day of _____2025.

_____
Kevin D. Sartor, Mayor

Attest:

Approved as to form:

_____
Kristi Passarelli, City Clerk

_____
Jeffrey Murray, Acting City Attorney

Ordinance No. 2025-11
RFLS # 9520
Rev 12/24

EXHIBIT A

LEGAL DESCRIPTION FOR PROPERTY

Legal Description
Lot C, New Song Church Final Plat
Rezoning

Job No. 22-0652 August 16, 2023

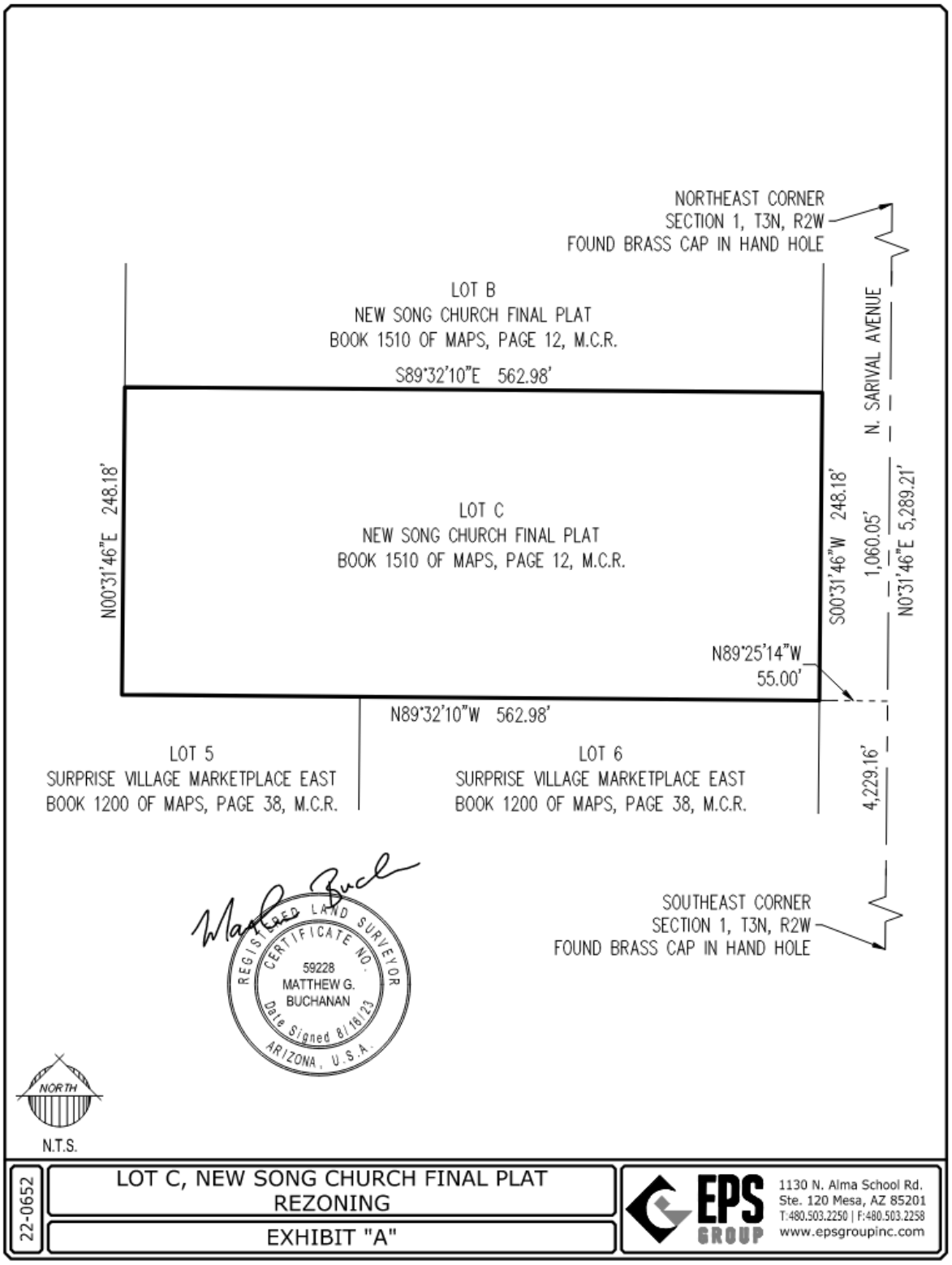
Lot "C", of NEW SONG CHURCH FINAL PLAT, according to Book 1510 of Maps, Page 12, records of Maricopa County, Arizona.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
59228
MATTHEW G.
BUCHANAN
Date Signed 8/16/23
ARIZONA, U.S.A.

Ordinance No. 2025-11
RFLS # 9520
Rev 12/24

EXHIBIT B

DEPICTION OF THE PROPERTY TO BE RE-ZONED



Ordinance No. 2025-11
RFLS # 9520
Rev 12/24

COMMUNITY DEVELOPMENT
Planning Division
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623-222-3154

Planning and Zoning Commission Recommendation
FS24-0080 Desert Moon Estates - Rezone

On August 01, 2024, the Planning and Zoning Commission recommended that City Council approve the rezone case known as “Desert Moon Estates” Case# FS24-0080. The Commission discussed:

- Future project timeline
- Additional zoning request for future infrastructure and density structure for the area

The motion was as follows:

Commissioner Bash made a motion to recommend approval of Desert Moon Estates Rezone. Case #FS24-0080, subject to stipulations ‘a’ and 'b' as memorialized in the staff report. Commissioner Leonard seconded the motion. Motion passed with 5 votes in favor.

Tanner Wessel

From: RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahn@us.af.mil>
Sent: Tuesday, January 23, 2024 10:44 AM
To: Tierney Farago
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS24-0080 Desert Moon Estates New Digital Submittal 01.22.24

Importance: High

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

Good morning Ms. Farago,

Thank you for the opportunity to comment on the final site application for the proposal to rezone APNs 503-81-031M, -031P, & -031Q. The proposal requests to rezone the property from Residential Low Density (R1) to R2 for the development of 163 dwelling units across 40 acres. The site at the southeast corner of Pinnacle Peak Road and 227th Avenue in Surprise, AZ. The parcel is located approximately 0.74 miles outside the Luke AFB Aux-1 2004 65 Ldn, "high noise or accident potential zone", as identified by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. This request for 163 units with a proposed density of 4 du/ac feathered away from the 65 Ldn meets the GDC. However, a full site plan is not yet available for review. Luke AFB respectfully requests the opportunity to review and comment once a full site plan becomes available.

Since the parcel is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. A strong notification program on the part of the applicant is essential to inform potential occupants 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

From: Tierney Farago <Tierney.Farago@surpriseaz.gov>
Sent: Monday, January 22, 2024 2:23 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District)

<chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahn@us.af.mil>; Jerome Choy (ADOT) <jchoy@azdot.gov>; John Willett (City of Buckeye) <jwillett@buckeyeaz.gov>; Jorge Gastelum (City of El Mirage) <jgastelum@cityofelmirage.org>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kevin Shipman <kevin.shipman@dysart.org>; klaabs@nadaburgsd.org; Leslie - MWD <lesliej@mwdaz.com>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Tasha Aldeguer (FCD) <tasha.aldeguer@maricopa.gov>; tfarrington@nadaburgsd.org; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Subject: [Non-DoD Source] FS24-0080 Desert Moon Estates New Digital Submittal 01.22.24

Good morning,

Attached please find the **application, narrative, and rezone document** for the above referenced project.

Please feel free to contact us with any questions.

Thanks,

TIERNEY FARAGO
Planning Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-3154

PLEASE NOTE: Effective August 3, 2022 we will be adding 2 business days for out-processing notices.

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1

FS24-0080

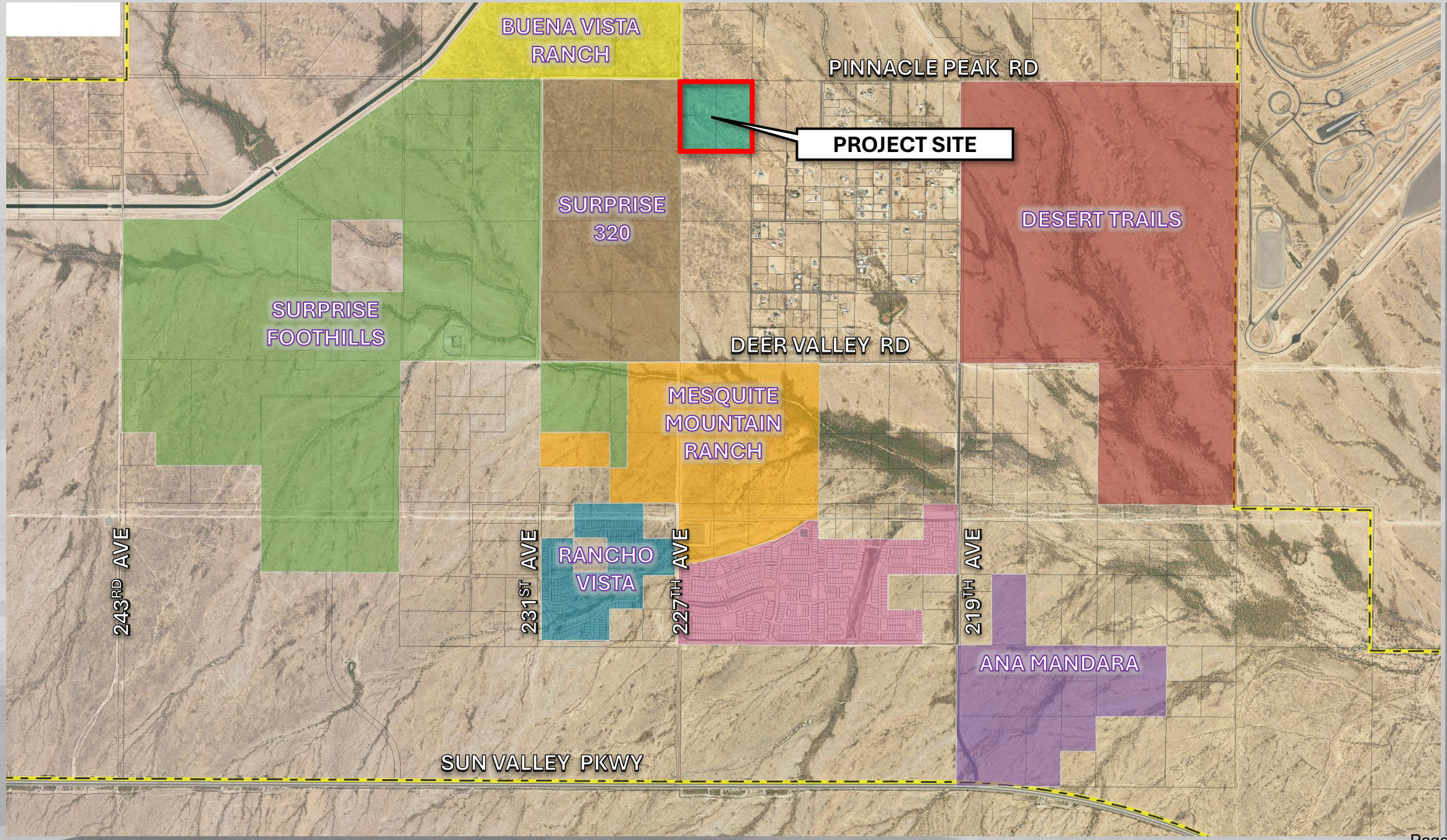
Desert Moon Estates

Rezone

City Council

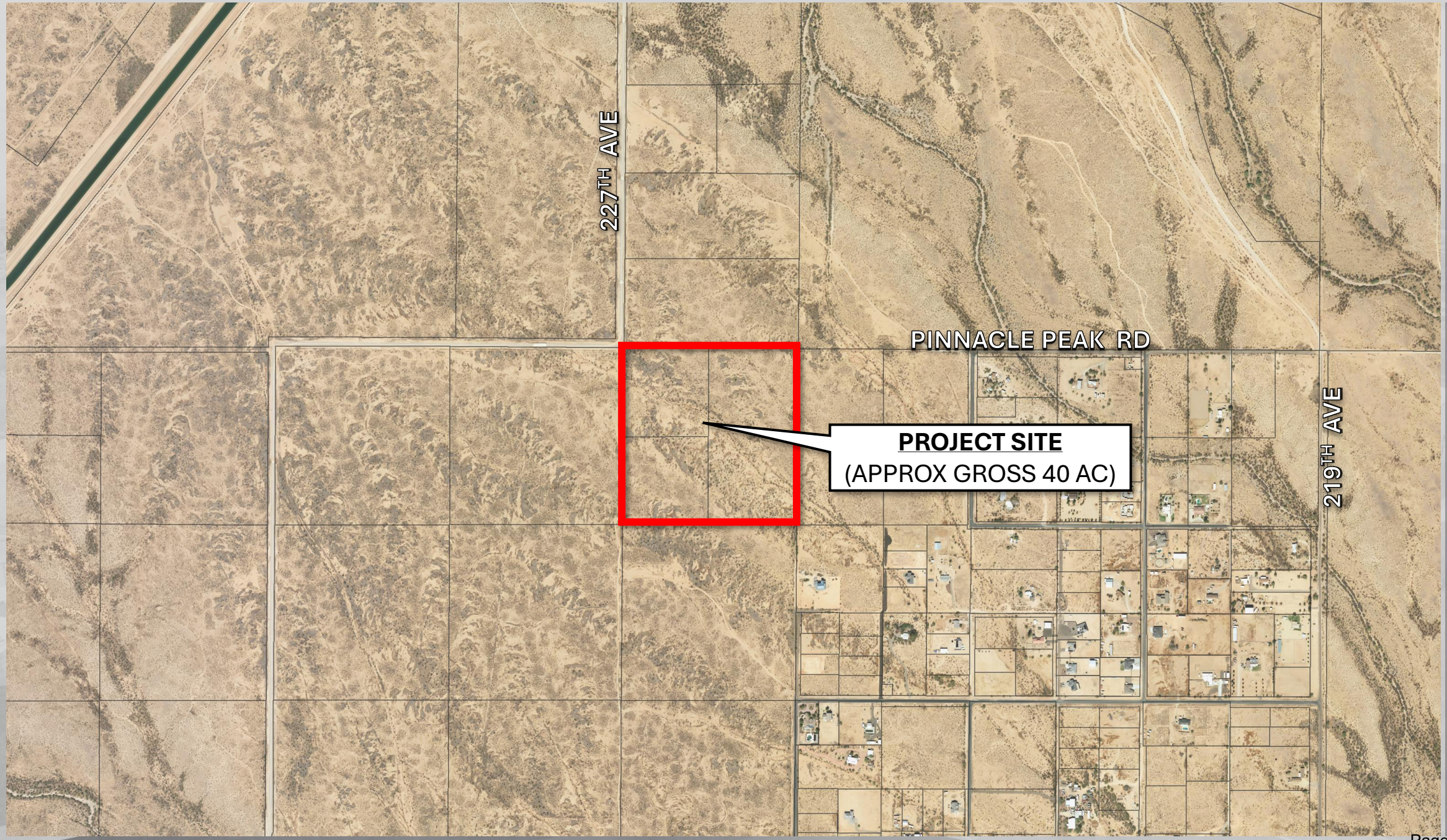
May 20, 2025

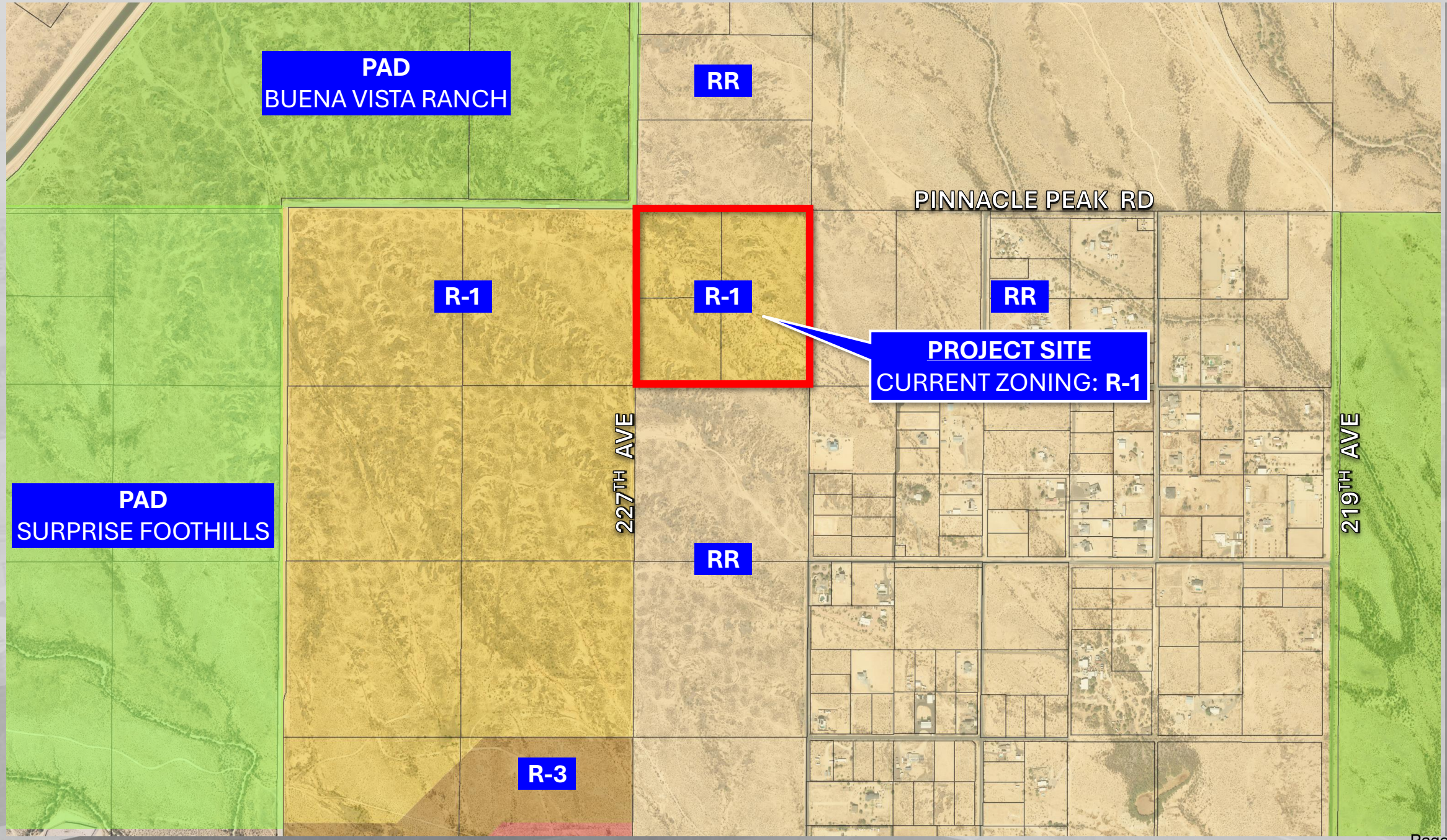
SURPRISE
ARIZONA



FS24-0080 VICINITY MAP

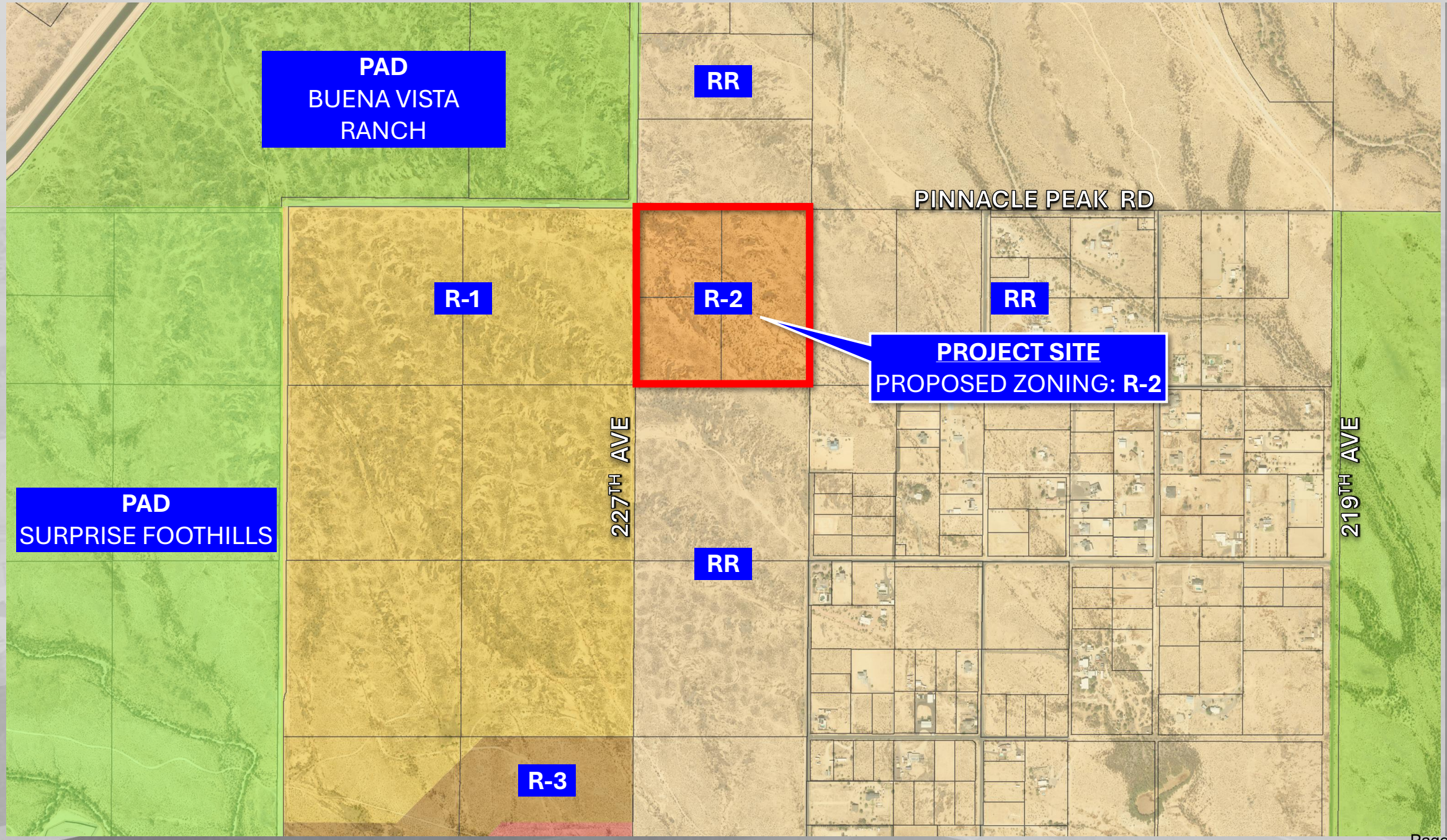
FS24-0080 VICINITY MAP

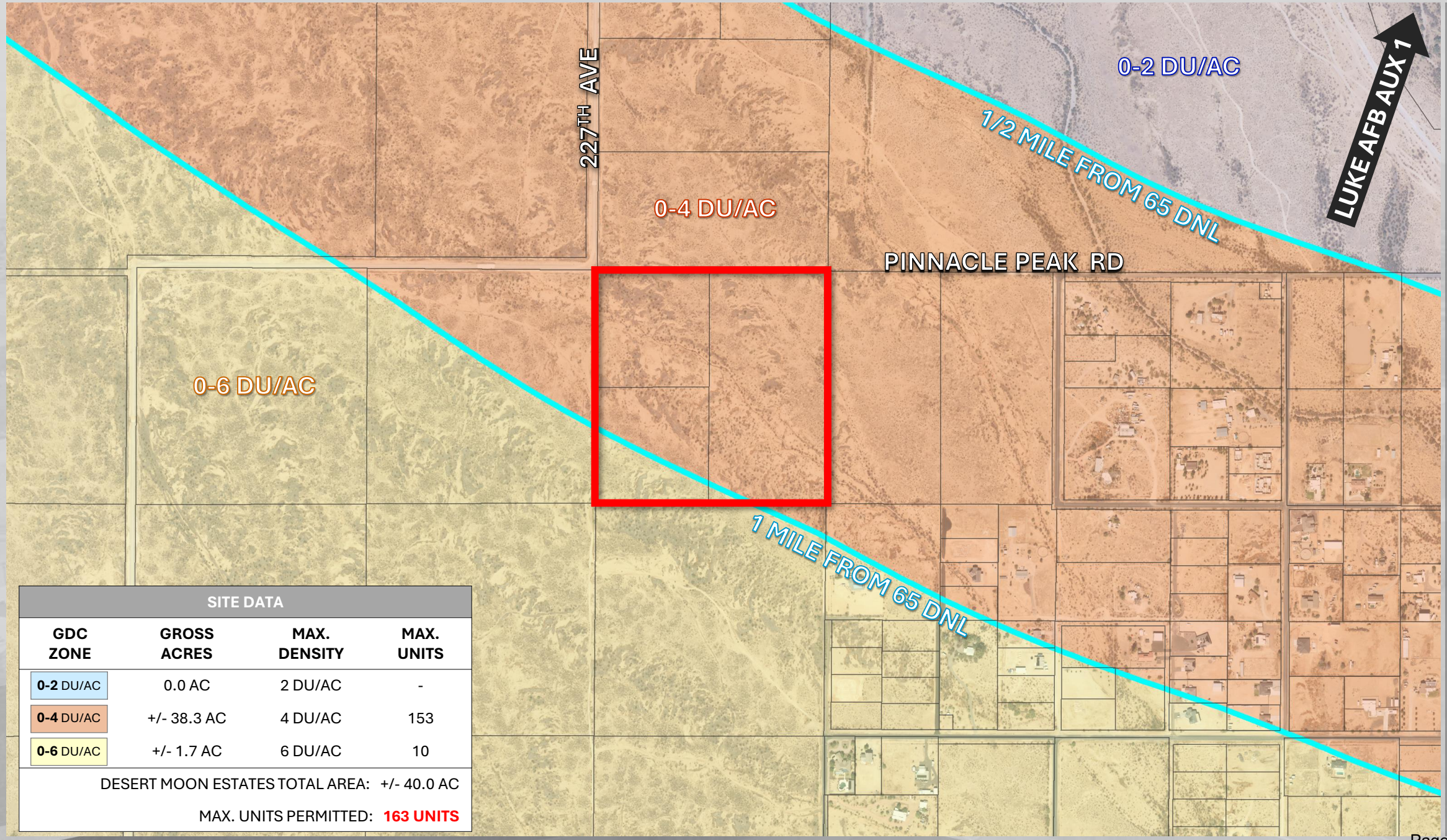




FS24-00080 ZONING MAP

FS24-00080 ZONING MAP





SITE DATA			
GDC ZONE	GROSS ACRES	MAX. DENSITY	MAX. UNITS
0-2 DU/AC	0.0 AC	2 DU/AC	-
0-4 DU/AC	+/- 38.3 AC	4 DU/AC	153
0-6 DU/AC	+/- 1.7 AC	6 DU/AC	10
DESERT MOON ESTATES TOTAL AREA:			+/- 40.0 AC
MAX. UNITS PERMITTED:			**163 UNITS**

FS24-0080 LUKE OVERLAY

R-1 DEVELOPMENT STANDARDS

Table 106-2c—Residential Low Density (R-1) Zoning District						
Lot Categories	A[3]	B	C	D	E	F
General Plan compatibility	Suburban	Suburban	Suburban	Suburban and rural	Rural	Rural
Lot area (sf)	4,950—7,999	8,000—11,999	12,000—17,999	18,000—27,999	28,000—43,559	≥43,560
Min. lot width (sf)	45	60	80	90	100	130
Min. front setback [1] (ft)	12	12	15	20	20	30
Max. front setback (ft)	25	25	30	35		
Min. rear setback [1] (ft)	15	20	20	25	30	30
Min. side setback [1] (ft)	5 & 8	5 & 10	10	10 & 15	20	20
Min. street side setback [1, 4] (ft)	15	15	15	15	20	20
Max. bldg. height (ft)	35	35	35	35	35	35
Max. lot coverage		45%	40%	30%	30%	25%
Open space (% of gross area of residential development) [3]	20%	20%	20%	15%	15%	10%

Notes:

1. *Garage* face and embellishments shall be *setback* a minimum of 20 feet measured from any opposing property line; except rear *alley* loaded *garages*, which shall be *setback* six (6) feet from edge of *alley* line.
2. The city requires *open space* on a development/subdivision basis rather than on a *lot*-by-*lot* basis. Subdivisions with more than one (1) lot category will provide the higher percentage of open space.
3. Residential projects shall contain no more than fifty (50) percent of lots less than forty-eight (48) feet wide as calculated across whole subdivisions or preliminary plat and will include mitigating designs outline in Chapter 108 of this *ordinance*.
4. Corner *lots* where *block* endcap landscape tracts are provided are not subject to the minimum *street* side *setbacks*.

R-2 DEVELOPMENT STANDARDS

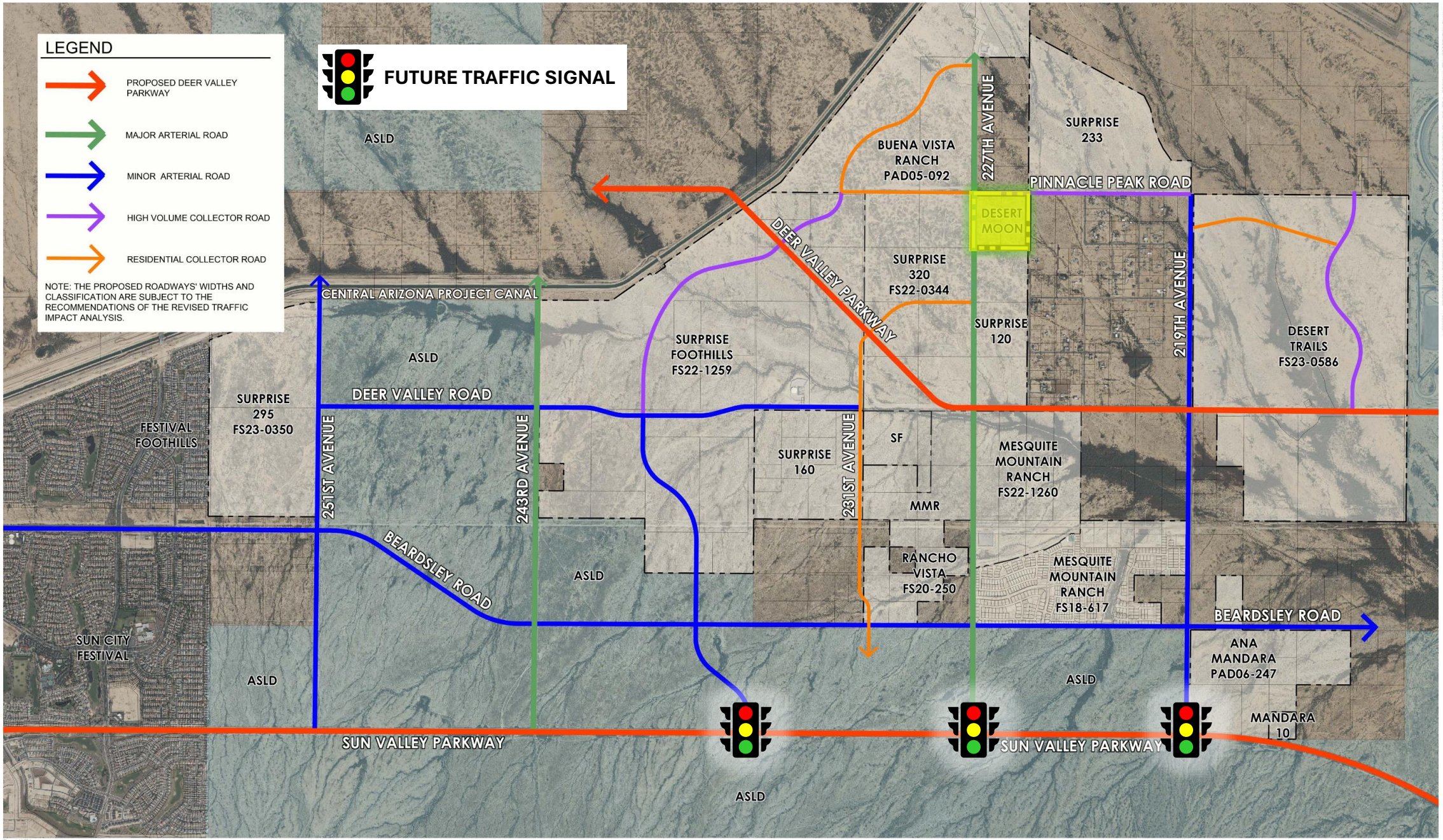
Table 106-2d—Residential Medium Density (R-2) Zoning District				
Lot Categories	**A4**	**B4**	**C**	**D**
General Plan compatibility	Urban	Suburban	Suburban	Suburban
Lot area (sf)	3,500—4,949	4,950—7,999	8,000—11,999	≥12,000
Min. lot width (sf)	40	45	70	80
Min. front setback [1] (ft)	10	12	12	15
Max. front setback (ft)	25	25	25	30
Min. rear setback [1] (ft)	10	15	20	20
Min. side setback [1] (ft)	5 & 7 [2]	5 & 8 [2]	5 & 10	10
Min. street side setback [1, 5] (ft)	10	10	10	10
Max. bldg. height (ft)	35	35	35	35
Open space (% of gross acres of residential development) [3]	25%	20%	20%	20%

Notes:

1. *Garage* face and embellishments shall be *setback* a minimum of 20 feet measured from any opposing property line, except rear *alley* loaded *garages*, which shall be *setback* nine (9) feet from *alley* edge line.
2. May be reduced to zero feet *setback* for *single-family dwellings* as *attached building* and separated by a *common wall* along the property line. End units must maintain the larger *setback*.
3. The city requires *open space* on a *subdivision* or *development* site basis rather than on a *lot*-by-*lot* basis. Subdivisions with more than one (1) *lot* category will provide the higher percentage of *open space*.
4. Residential projects shall contain no more than fifty (50) percent of lots less than forty-eight (48) feet wide as calculated across whole *subdivisions* or *preliminary plat* and will include mitigating designs outline in Chapter 108 of this *ordinance*.
5. Corner *lots* where *block* endcap landscape tracts are provided are not subject to the minimum *street* side *setbacks*.

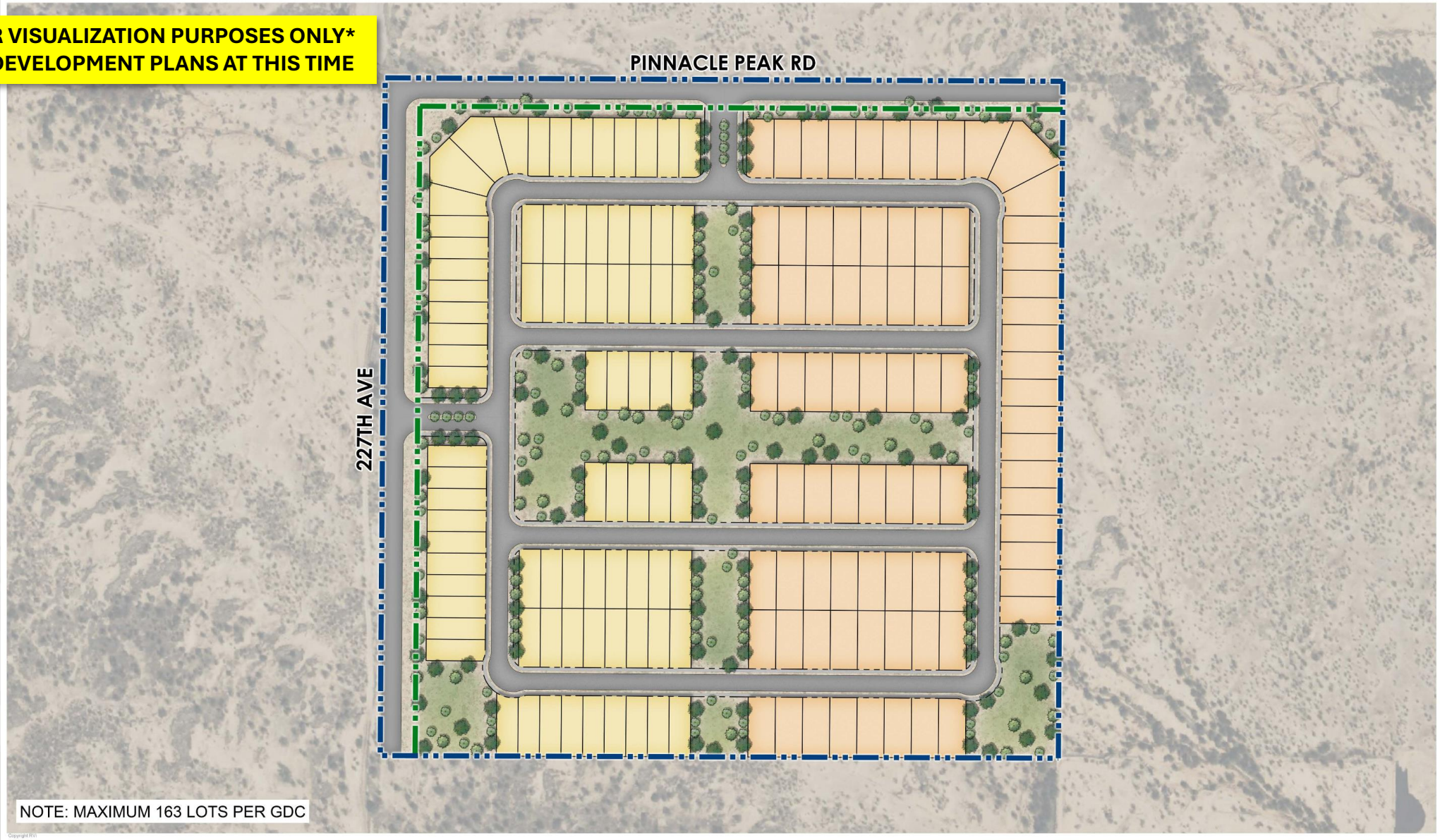
BUENA VISTA RANCH
660'
PINNACLE PEAK ROAD
660'
SURPRISE 320
227TH AVENUE
SURPRISE 120

OPEN SPACE



REGIONAL TRAFFIC

FOR VISUALIZATION PURPOSES ONLY
NO DEVELOPMENT PLANS AT THIS TIME



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RVi
4900 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rvi-planning.com

DESERT MOON ESTATES • **CONCEPTUAL SITE PLAN**

SURPRISE, AZ
2024-06-26
23005514
JEWEL INVESTMENT COMPANY

0 40' 80' 160'
SCALE: 1" = 80'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

CONCEPTUAL LAYOUT

Outreach

- **Citizen Participation Meeting (In-Person)**
  - April 23rd , 2024
  - Willow Canyon High School – Collaborative Commons
  - 10 attendees

- **Advertised according to the Surprise Land Development Ordinance (LDO)**
  - Site Posting
  - 300’ Mailers
  - Legal Ad in Newspaper

- **Questions/Concerns**
  - Density, number of residence, roadway development / traffic, water, and timing of development

Staff Recommendation

Planning & Zoning Commission recommend Approval to City Council subject to stipulations “a” through “b”

a. Development and use of the site shall be consistent with the Narrative entitled “Desert Moon Estates”, date received May 24, 2024.

a. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025 Contact Person: Christina Sexton
Submitting Department: Community Development District: Citywide
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to amend the Planned Unit Development (PUD) Overlay code to facilitate development of underutilized, constrained, and challenging sites. Case FS24-1431.

Motion:
I move to approve Ordinance #2025-08.

Background:
Ray Law Group is proposing a Zoning Text Amendment to the Planned Unit Development (PUD) Overlay section of the municipal code to better facilitate the development of underutilized and constrained parcels. The intent of this amendment is to provide the City with more effective tools to assess and guide the development of these challenging sites in alignment with the goals and policies outlined in the General Plan.

Objective Analysis:
The request for the ZTA will better facilitate the development of underutilized and constrained parcels.

Policy Compliant:
The requested ZTA, as outlined and detailed in the ZTA document, is consistent with the LDO and advances the goals and policies of the General Plan.

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

Budget Impact:
There is no anticipated budget impact related to this item.
FTE Impact:
This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. 00-FS24-1431 Greenway Rd & 140th Rd - ZTA - Staff Report
2. 01-FS24-1431 Greenway Rd & 140th Rd - ZTA - Legislative Edits 050125
3. 02-FS24-1431 Greenway Rd & 140th Rd - ZTA- Project Narrative
4. 03-FS24-1431 Greenway Rd & 140th Rd - ZTA - Citizen Participation Report
5. 04-FS24-1431 PUD Overlay Zoning Text Amendment - Ordinance
6. FS24-1431 - Greenway Rd and 140th Dr ZTA - CC PowerPoint

ZONING TEXT AMENDMENT

REPORT TO THE CITY COUNCIL

Case:	**FS24-1431**
Project Name:	Greenway Road & 140th Drive
Council District:	Citywide
Meeting Date:	**May 20, 2025**
Planner:	Chris Sexton, Senior Planner

Applicant:	Brennan Ray with Ray Law Group
Request:	Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to amend the Planned Unit Development (PUD) Overlay code to facilitate development of underutilized, constrained, and challenging sites.
Location:	Citywide
Support/Opposition:	None known.
Commission Recommendation:	The Planning & Zoning Commission recommended **approval** of the proposed Zoning Text Amendment to the Surprise Land Development Ordinance of case FS24-1431.

PROJECT DESCRIPTION:

Brennan Ray with Ray Law Group initiated this ZTA to the LDO to amend the PUD Overlay code to facilitate development of underutilized, constrained, and challenging sites including severability; establishing an effective date; and repealing conflicting ordinances.

BACKGROUND:

Ray Law Group is proposing a Zoning Text Amendment to the Planned Unit Development (PUD) Overlay section of the municipal code to better facilitate the development of underutilized and constrained parcels. The intent of this amendment is to provide the City with more effective tools to assess and guide the development of these challenging sites in alignment with the goals and policies outlined in the General Plan.

PUBLIC NOTICE / CITIZEN OUTREACH:

Public notice was provided in accordance with Arizona law and included publication in a newspaper of general circulation for the City of Surprise. An outreach meeting to present information on the proposed Sierra Verde development of townhomes, which also discussed the proposed ZTA, was originally scheduled to be held on January 22, 2025. The site was posted with two signs and the mailings were sent out however the legal ad was not published 15 days prior to the meeting due to a printing error on the newspaper's behalf. The applicant decided to hold the meeting unofficially with three (3) attendees with staff present. The concerns and questions that were expressed were the number of units, access to the site, if the project would have a monument sign, if the project will have Section 8 housing, and perimeter walls. On February 19, 2025, the applicant held a Neighborhood Meeting at West Point Elementary School, with one (1) attendee, to present information on the proposed Sierra Verde development of townhomes, which also discussed the proposed ZTA. The questions/concerns that were expressed were the cost of the monthly rent, if the units would have garages, and the setbacks.

ANALYSIS AND DISCUSSION:

Section 106-9.1(E)(1) proposes to strike-out the words '(except lot area per dwelling unit)'. This change is intended to accommodate sites with various constraints that have failed to develop under existing standards thereby allowing the best use of challenging sites.

Section 106-4.3(C)(4) is amended to remove the word 'only' thereby allowing townhomes to be permitted in zoning districts beyond the Traditional Neighborhood Development (TND) zoning district.

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2040: The subject request is consistent with and will help implement the Surprise General Plan 2040.

SUMMARY:

This proposed Zoning Text Amendment to the Land Development Ordinances (LDO) will amend requirements for the development and redevelopment of vacant or underutilized properties.

COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended **approval** of the proposed Zoning Text Amendment to the Surprise Land Development Ordinance of case FS24-1431.

ATTACHMENTS:

01 Legislative Edit
02 Project Narrative Report
03 Citizen Outreach Report – REDACTED
04 Ordinance #2025-08
PPT

Sec. 106-4.3. Review and process.

A. Procedures.

1. A "TND plan of development" shall be submitted as part the re*zoning* process pursuant to **Chapter 102** of this *ordinance*. The TND plan of *development* is the compilation of exhibits that demonstrate compliance with all requirements of this *ordinance*; which at a minimum shall include the following.

   a. A master development plan map that identifies the size and location of each *development parcel.*

   b. Each *development parcel* shall be labeled with one (1) of the overlay *zoning district*s outlined in **subsection 106-4.2.B**.

2. The final approved TND plan of development, which will govern the *development* progress of a specific TND project, shall reflect the project's acreage, approved *lot* yield, and land *use* ratios approved by the city.

3. *Platting* of the individual *subdivisions* within the TND boundary will still be required and shall comply with the PEDS and other design standards as referenced and outlined in **Chapter 107** and the land division and *subdivision* regulations in **Chapter 108** of this *ordinance*.

4. *Parcels* within a TND development that are proposed for any multiple-*building apartment* complex, *mixed use* development, *civic use*, or a commercial development project shall require *site plan* review.

5. The specific overlay boundary lines and associated land *uses* (per **Table 106-1c**) along with the blended *lot* sizes for the residential *parcel*(s) shall be identified at the time of either the *site plan* approval or the *preliminary plat* and recorded on the *final plat.* The *gross residential density* for each residential and *mixed use development parcel* shall be in accordance with the approved TND plan of *development*.

6. At the time of *final plat* recordation, or approval of the *site plan* if no subdivision is required, the overlay *zoning* boundaries are administratively set for the *development parcel.* The city shall monitor each TND development, from the approval of the TND plan of development through the *platting* stage, and then at the *building permit* stage to ensure that the land *use* mixture agreed upon through the initial re*zoning* process and the required variety of *lot* sizes and housing types is maintained. The city shall amend the official Surprise *Zoning* Map to reflect the approved "TND plan of development" and overlay *zoning* boundaries at each stage.

B. Amendments.

1. A council approved TND plan of *development* may be amended administratively for the following circumstances:

   a. Up to a ten (10) percent transfer (increase or decrease) in the allowed quantity of *dwelling unit*s between *development parcels* within the TND;

   b. Up to a ten (10) percent increase or decrease to the overall *gross residential density* of the TND as compared to the city council approval;

   c. Up to a ten (10) percent shift in the individual *development parcel gross area* or configuration, as compared to the city council approval.

2. Requests for an administrative *amendment* shall require the following:

   a. The master *developer*, or the specific *applicant* if the master *developer* is no longer involved in the project, shall provide the city with a "revised TND plan of development" that reflects any and all administratively approved *alterations* to date.

b. No further applications for *plats*, *site plans*, or *building permits* shall be submitted to the city until after the administrative *amendment* request has been determined; and if approved, a new "revised TND plan of *development*" showing the latest approved *amendment* has been submitted back to the city.

3. Administrative *amendment* to the TND plan of development shall not be allowed if:

a. Any *amendment* would require backbone infrastructure (water and wastewater) upsizing, or change the parameters for the master drainage design, or change the amount or intent of the *open space* component of the TND as compared to the initial approval.

4. Any *alteration* to the "TND plan of *development*" that exceeds the limits set for administrative approval, as listed above shall require city council action as a TND *amendment.*

C. Incentives.

1. The TND *zoning district* complies with the neighborhood character area of the *General Plan* by allowing a variety of residential development types and specific supportive commercial. Additionally, the ratios *used* for defining the mix of required land *uses*, delineated in **Table 106-4a**, are based on *dwelling unit* and population as described in the *General Plan.* Thus a *General Plan amendment* should not be required, provided all other provisions of the city *General Plan* are satisfied.

2. After the TND *zoning* and the associated TND plan of *development* is approved by the city, through the public hearing process, further re*zoning* of the individual *development parcels* will not be necessary provided development adheres to the approved TND plan of development.

3. The city allows for certain infrastructure improvements within the *public right-of-way* to be calculated as *open space* if certain *amenities* are provided or design aspects are utilized (see the PEDS in **Chapter 107** for specific details).

4. The TND residential (TND-R) overlay is a ~~the~~ ~~only~~ *zoning district* where the "shared court" (commonly known as four-packs and five-packs), "shared cluster", "mansion *apartment*", or rowhouse/townhome housing products may ~~are permitted to~~ be utilized in the city (see PEDS, **subsection 2.5E** for specific details).

(Ord. No. 2024-03, § 1(Exh. A), 3-5-24)

ARTICLE IX. OVERLAY ZONING DISTRICTS

Sec. 106-9.1. Planned unit development (P) overlay.

A. Purpose. The planned unit *development* (PUD) overlay *zoning district* facilitates *development* by permitting flexibility to accommodate creative and imaginative designs that may not be possible under conventional regulations. It is intended to accommodate site constraints and unique circumstances that may include topography or *environmentally sensitive lands.*

B. Applicability. The PUD overlay *zoning district* is permitted in all character areas as set forth in the General Plan. A PUD overlay *zoning district* provides for the establishment of distinct regulations as adopted by the city council. A PUD overlay may be applied to any *zoning district* in the city, except for the Surprise Heritage District (SHD), traditional neighborhood development (TND), or on any individual residential *dwellings.* Where a provision in a PUD overlay *zoning district* varies from this ordinance, the provisions in the PUD overlay *zoning district* shall govern.

C. Rationale. An application may request deviations from regulations in this *ordinance*, as permitted in this section. The proposal shall identify the various constraints associated with site and demonstrate how the design meets the following guiding objectives of a PUD overlay *zoning district.*

1. Development enriches the whole community through creating a unique sense of place for the residents within the PUD overlay *zoning district* as well as those in surrounding neighborhoods.
2. Provide for a variety of coordinated and compatible land uses through innovative site planning.
3. Create a higher standard of *development* than would be accomplished through the *development* of individual *parcels* through conventional *zoning* regulations.
4. Planned and integrated comprehensive transportation systems for pedestrian and vehicular traffic as outlined in this *ordinance*, which may include provisions for mass transportation and *roadways*, bicycle or equestrian paths, pedestrian walkways and other similar transportation facilities to meet the site conditions.
5. Preserve existing *environmentally sensitive lands* that exceeds the minimum open space area required in the ordinance and provide for and well-designed open space *amenities.*
6. Fulfills the goals, objectives, and policies of the General Plan as well as specific plans for city areas that may include, but are not limited to cultural, educational, medical, and/or recreational facilities.
7. Provide for a variety of housing types, employment opportunities, and commercial services to achieve a balanced community for families of a wide variety of ages, sizes, and levels of income.
8. Site *structures* to take maximum advantage of the natural and man-made environment, provide view corridors, and minimize adverse environmental impact on surrounding areas during the *development* stages.
9. Avoid premature or inappropriate *development* that would result in incompatible *uses* or would create traffic and *public* service demands that exceed the capacity of existing or planned facilities.
10. All standards set forth in an approved PUD document shall carry the full force of law.

D. Permitted uses.

1. All *uses* shall comply with the underlying *zoning district.*

E. General regulations and permitted deviations.

1. The PUD overlay district may establish alternate standards ~~(except *lot* area per *dwelling unit*)~~ for those found in **Chapter 106** and **Chapter 107**. Standards developed through the PUD overlay district re*zoning* process shall be appropriate to the location and context for the site for which the project is proposed. Standards created through the PUD overlay should also assist in the fulfillment of the goals, objectives, and policies in the General Plan. Approval of the standards is based on the *site plan* provided as part of the PUD.
2. All PUD districts shall otherwise adhere to the regulations established in this *ordinance.* Any PUD overlay *zoning district*s containing standards that do not adhere to **Chapter 106** or **Chapter 107** shall be identified at the time of PUD zoning approval and shall be set forth in the *development plan.*

(Ord. No. 2024-03, § 1(Exh. A), 3-5-24)

Text Amendment

for

Section 106-9.1 Planned Unit Development Overlay District

Case Nos: FS24-1431

Date: February 9, 2025

I. INTRODUCTION

The proposed text amendment to Section 106-9.1 of the City of Surprise Zoning Ordinance addresses the need for comprehensive standards governing infill development within the Planned Unit Development (PUD) Overlay district. This amendment aims to facilitate the efficient utilization of vacant and underutilized parcels while ensuring compatibility with existing development patterns and alignment with the City's 2040 General Plan goals and policies.

The PUD Overlay district allows flexibility in development standards to accommodate developments that may not be possible under conventional regulations. The proposed amendment, included as ***Exhibit 1***, introduces appropriate criteria to permit modifications to development standards that recognize the unique challenges and opportunities presented by infill development. Infill sites often present complex development constraints including irregular lot configurations, existing utility infrastructure limitations, adjacent building relationships, and established neighborhood patterns. However, these sites also offer significant opportunities for community enhancement through strategic densification, adaptive reuse, and context-sensitive design.

II. JUSTIFICATION

The proposed amendment is supported by the following:

Strategic Growth Management. The amendment provides a framework for optimizing land utilization while preserving neighborhood character. This approach enables the City to accommodate projected population growth through strategic intensification rather than peripheral expansion. Specific benefits include:

- Reduction in infrastructure expansion costs through utilization of existing utility networks
- Implementation of smart growth principles through strategic placement of higher-density developments
- Establishment of clear parameters for building massing and scale transitions adjacent to existing neighborhoods

Economic Revitalization. The amendment facilitates market-responsive development while ensuring community benefits through structured development requirements. Economic advantages include:

- Creation of catalyst sites for neighborhood-scale commercial development
- Establishment of development parameters that support mixed-use integration
- Reduction of municipal service delivery costs through compact development patterns
- Support for local business growth through increased population density in strategic locations
- Creation of employment opportunities through construction and eventual commercial operations

Infrastructure Efficiency. The amendment maximizes return on existing infrastructure investments while establishing parameters for necessary upgrades. Key efficiency measures include:

- Utilization of existing water and sewer capacity with defined thresholds for system upgrades
- Integration with established transportation networks while requiring specific improvements based on traffic impact analyses

- Coordination with utility providers to optimize existing service delivery systems
- Implementation of smart city infrastructure components in redevelopment areas
- Strategic placement of development intensity near existing transit corridors
- Requirement for infrastructure capacity studies to ensure adequate service delivery

III. 2040 General Plan

The proposed text amendment directly supports multiple goals and policies outlined in the 2040 General Plan:

Goal 4.1: Maintain a well-managed community form

- The amendment supports guided development design and scale by establishing clear standards for infill development
- Promotes neighborhood safety through integrated design requirements
- Enhances development standards specific to infill situations
- Supports Original Town Site revitalization efforts through facilitated redevelopment

Goal 4.2: Be a home for everyone

- Encourages creative housing options through flexible development standards
- Promotes strategic density location in appropriate infill areas
- Preserves existing neighborhood character while allowing for compatible development
- Supports housing diversity through varied development opportunities

Goal 4.3: Foster sense of place through maintenance and redevelopment

- Directly supports the redevelopment of underutilized properties
- Promotes neighborhood character enhancement through design standards
- Facilitates property maintenance and improvement

Goal 6.2: Systems approach to sustainability

- Promotes efficient use of existing infrastructure
- Reduces environmental impact through development of previously disturbed sites
- Supports sustainable development patterns through infill rather than greenfield development

Goal 8.1: Support economic competitiveness

- Implements development incentives for appropriate infill projects
- Deploys strategic infrastructure utilization
- Supports small business through increased development opportunities

IV. Conclusion

The proposed text amendment to Section 106-9.1 provides a comprehensive framework for managing infill development within PUD Overlay district while ensuring alignment with the City's development goals and policies. Through its detailed requirements and standards, the amendment strikes a balance between promoting development and preserving community character, while ensuring infrastructure efficiency and neighborhood compatibility. By implementing this

amendment, the City will be better positioned to achieve its General Plan objectives, foster sustainable urban development, promote economic vitality, preserve neighborhood character, and maximize infrastructure efficiency.

This amendment represents a significant step forward in the City's commitment to smart growth principles and strategic urban development practices. It provides the necessary tools to ensure that infill development contributes positively to the community's long-term vitality and success while maintaining the character and quality of life that makes the City a desirable place to live and work.

Zen at Sierra Verde
Southwest Corner of Greenway Road and 140th Drive
Neighborhood Meeting Report

January 22, 2025
Unofficial Neighborhood Meeting

Attendees:
Shelby Duplesis – Zen Investing, LLC
Brennan Ray – Ray Law Firm
Lisa Gage – Ray Law Firm
Chris Sexton – City of Surprise, Planning
Tanner Wessel – City of Surprise Planning

Overview
Three members of the community attended the meeting. *See Sign-In Sheet* ***Exhibit A.*** Although the meeting was planned to be open house style, Mr. Ray did a brief informal presentation describing the proposed development and the community members asked questions throughout his presentation.

Questions and Comments
Answers, if required, are directly below each comment or question in *italics*.

1. Are the units going to be for sale or rent?
   These units will be for rent but are also being platted so they can be sold individually in the future if the market warrants it.

2. It's currently hard to make a left turn from 140th onto Greenway.
   We have submitted a traffic impact analysis to the City for their review.

3. Who is the target market for renters?
   Generally, these units are very popular with mid-40's divorcees; they like the garage and the fact that the community is gated.

4. Will the residents be parking in the streets?
   Residents will have to sign an agreement to park their cars in their garages.

5. Who will the management company be?
   Stellar Residential.

6. They are thankful that their community entry monument will remain in place and asked if they could pull electricity to it when construction on this development begins.
   The developer has agreed to allow the Sierra Verde community to run electricity to their entry monument from their electric lines in 140th Drive.

7. Will this development have an entry monument sign?
   Yes, the entry monument sign will be at the main entrance along 140th Drive.

8. Is this Section 8 housing?
   No.

9. What is going to be around the outside of the community?
   There will be a block wall along the south and west sides and a view fence on the east side (140th Drive) and a theme wall on the north (Greenway).

February 19, 2025
Official Neighborhood Meeting

Attendees:
Shelby Duplesis – Zen Investing
Lisa Gage – Ray Law Firm
Chris Sexton – City of Surprise, Planning
Trever Fleetham – City of Surprise, Planning
Lloyd Abrams – City of Surprise, Community Development
Kevin Perry – City of Surprise, Planning Commissioner

Overview
One member of the community attended the neighborhood meeting. The sign-in sheet is attached as **Exhibit B**.

Questions and Comments
Answers, if required, are directly below each comment or question in *italics*.

1. What will the monthly rent be?
   This will be dictated by the market at the time the units go up for rent.

2. Are there garages?
   Yes, every unit has an attached 2-car garage.

3. What are the setbacks for this development and what are the required setbacks for this zoning?
   The setbacks have been modified with the PUD overlay to make this development compatible with the surrounding area and provide an appropriate transition between the 3-story multi-family to the west and single-story multi-family to the east. 0' lot line setbacks have been requested for the townhomes, but the setbacks for the overall development are:

Min. setback to arterial ROW (Greenway)	*20'*
Min. setback to collector and local ROW	*15'*
Min. setback adjacent to residential zoning	*20' single-family* *10' multi-family*
Min. setback adjacent to non-residential zoning	*20'*

EXHIBIT A

Wednesday, January 22, 2025 at 6:00pm - Neighborhood Meeting, Westpoint Elementary

Case Nos. FS24-0502, FS24-0503 & FS24-1431 – Zen Investing / SWC Greenway & 140th Dr Higley Rd (Surprise)

SIGN-IN SHEET (PLEASE PRINT)

NAME (Please Print)	ADDRESS (please include Zip Code)	PHONE NO.
Laura Wibeto	[redacted]	[redacted]
& Michael	" [redacted] "	"

Wednesday, January 22, 2025 at 6:00pm - Neighborhood Meeting, Westpoint Elementary
Case Nos. FS24-0502, FS24-0503 & FS24-1431 – Zen Investing / SWC Greenway & 140th Dr Higley Rd (Surprise)

SIGN-IN SHEET (PLEASE PRINT)

NAME (Please Print)	ADDRESS (please include Zip Code)	PHONE NO.
LEO MANKIEWICZ	[redacted]	[redacted]

EXHIBIT B

Wednesday, February 19, 2025 at 6:00pm - Neighborhood Meeting, Westpoint Elementary
Case Nos. FS24-0502, FS24-0503 & FS24-1431 – Zen Investing / SWC Greenway & 140th Ave (Surprise)

SIGN-IN SHEET (PLEASE PRINT)

NAME (Please Print)	ADDRESS (please include Zip Code)	PHONE NO.
LEO MANKIEWICZ	[redacted]	[redacted]

ORDINANCE # 2025-08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A TEXT AMENDMENT TO PART II, CHAPTER 106, ARTICLE IX, SECTIONS 106-9.1 and 106-4.3 OF THE SURPRISE LAND DEVELOPMENT ORDINANCES TO AMEND THE PLANNED UNIT DEVELOPMENT OVERLAY ZONING DISTRICT AND TRADITIONAL NEIGHBORHOOD DEVELOPMENT ZONING DISTRICT TO FACILITATE DEVELOPMENT OF UNDERUTILIZED, CONSTRAINED, AND CHALLENGING SITES.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the applicant seeks to amend Chapter 106 Article IX Sections 106-9.1 and 106-4.3 of the Surprise Land Development Ordinances to amend the Planned Unit Development Overlay Zoning District and Traditional Neighborhood Development Zoning District to facilitate development of underutilized, constrained, and challenging sites;

WHEREAS, on April 17, 2025, the Planning and Zoning Commission recommended approval of the proposed Text Amendments to the Land Development Ordinances.

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

Section 1. Chapter 106 of the Surprise Land Development Ordinances is hereby amended as described on attached ***Exhibit A***, attached hereto and incorporated by this reference.

Section 2. All ordinances, resolutions, or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This Ordinance will become effective at the time and manner prescribed by law and shall be added to the Surprise Code of Ordinances at that time.

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

Ordinance No. 2025-08
RFLS #9961
Rev 03/25

EXHIBIT A

Sec. 106-4.3. Review and process.

A. Procedures.

1. A "TND plan of development" shall be submitted as part the re*zoning* process pursuant to **Chapter 102** of this *ordinance*. The TND plan of *development* is the compilation of exhibits that demonstrate compliance with all requirements of this *ordinance*; which at a minimum shall include the following.

   a. A master development plan map that identifies the size and location of each *development parcel.*

   b. Each *development parcel* shall be labeled with one (1) of the overlay *zoning district*s outlined in **subsection 106-4.2.B**.

2. The final approved TND plan of development, which will govern the *development* progress of a specific TND project, shall reflect the project's acreage, approved *lot* yield, and land *use* ratios approved by the city.

3. *Platting* of the individual *subdivisions* within the TND boundary will still be required and shall comply with the PEDS and other design standards as referenced and outlined in **Chapter 107** and the land division and *subdivision* regulations in **Chapter 108** of this *ordinance*.

4. *Parcels* within a TND development that are proposed for any multiple-*building apartment* complex, *mixed use* development, *civic use*, or a commercial development project shall require *site plan* review.

5. The specific overlay boundary lines and associated land *uses* (per **Table 106-1c**) along with the blended *lot* sizes for the residential *parcel*(s) shall be identified at the time of either the *site plan* approval or the *preliminary plat* and recorded on the *final plat.* The *gross residential density* for each residential and *mixed use development parcel* shall be in accordance with the approved TND plan of *development*.

6. At the time of *final plat* recordation, or approval of the *site plan* if no subdivision is required, the overlay *zoning* boundaries are administratively set for the *development parcel.* The city shall monitor each TND development, from the approval of the TND plan of development through the *platting* stage, and then at the *building permit* stage to ensure that the land *use* mixture agreed upon through the initial re*zoning* process and the required variety of *lot* sizes and housing types is maintained. The city shall amend the official Surprise *Zoning* Map to reflect the approved "TND plan of development" and overlay *zoning* boundaries at each stage.

B. Amendments.

1. A council approved TND plan of *development* may be amended administratively for the following circumstances:

   a. Up to a ten (10) percent transfer (increase or decrease) in the allowed quantity of *dwelling unit*s between *development parcels* within the TND;

   b. Up to a ten (10) percent increase or decrease to the overall *gross residential density* of the TND as compared to the city council approval;

   c. Up to a ten (10) percent shift in the individual *development parcel gross area* or configuration, as compared to the city council approval.

2. Requests for an administrative *amendment* shall require the following:

a. The master *developer*, or the specific *applicant* if the master *developer* is no longer involved in the project, shall provide the city with a "revised TND plan of development" that reflects any and all administratively approved *alterations* to date.

b. No further applications for *plats*, *site plans*, or *building permits* shall be submitted to the city until after the administrative *amendment* request has been determined; and if approved, a new "revised TND plan of *development*" showing the latest approved *amendment* has been submitted back to the city.

3. Administrative *amendment* to the TND plan of development shall not be allowed if:

a. Any *amendment* would require backbone infrastructure (water and wastewater) upsizing, or change the parameters for the master drainage design, or change the amount or intent of the *open space* component of the TND as compared to the initial approval.

4. Any *alteration* to the "TND plan of *development*" that exceeds the limits set for administrative approval, as listed above shall require city council action as a TND *amendment.*

C. Incentives.

1. The TND *zoning district* complies with the neighborhood character area of the *General Plan* by allowing a variety of residential development types and specific supportive commercial. Additionally, the ratios *used* for defining the mix of required land *uses*, delineated in **Table 106-4a**, are based on *dwelling unit* and population as described in the *General Plan.* Thus a *General Plan amendment* should not be required, provided all other provisions of the city *General Plan* are satisfied.

2. After the TND *zoning* and the associated TND plan of *development* is approved by the city, through the public hearing process, further re*zoning* of the individual *development parcels* will not be necessary provided development adheres to the approved TND plan of development.

3. The city allows for certain infrastructure improvements within the *public right-of-way* to be calculated as *open space* if certain *amenities* are provided or design aspects are utilized (see the PEDS in **Chapter 107** for specific details).

4. The TND residential (TND-R) overlay is a ~~the only~~ *zoning district* where the "shared court" (commonly known as four-packs and five-packs), "shared cluster", "mansion *apartment*", or rowhouse/townhome housing products may ~~are permitted to~~ be utilized in the city (see PEDS, **subsection 2.5E** for specific details).

(Ord. No. 2024-03, § 1(Exh. A), 3-5-24)

ARTICLE IX. OVERLAY ZONING DISTRICTS

Sec. 106-9.1. Planned unit development (P) overlay.

A. Purpose. The planned unit *development* (PUD) overlay *zoning district* facilitates *development* by permitting flexibility to accommodate creative and imaginative designs that may not be possible under conventional regulations. It is intended to accommodate site constraints and unique circumstances that may include topography or *environmentally sensitive lands.*

B. Applicability. The PUD overlay *zoning district* is permitted in all character areas as set forth in the General Plan. A PUD overlay *zoning district* provides for the establishment of distinct regulations as adopted by the city council. A PUD overlay may be applied to any *zoning district* in the city, except for the Surprise Heritage District (SHD), traditional neighborhood development (TND), or on any individual residential *dwellings.*

Where a provision in a PUD overlay *zoning district* varies from this ordinance, the provisions in the PUD overlay *zoning district* shall govern.

C. Rationale. An application may request deviations from regulations in this *ordinance*, as permitted in this section. The proposal shall identify the various constraints associated with site and demonstrate how the design meets the following guiding objectives of a PUD overlay *zoning district.*

1. Development enriches the whole community through creating a unique sense of place for the residents within the PUD overlay *zoning district* as well as those in surrounding neighborhoods.
2. Provide for a variety of coordinated and compatible land uses through innovative site planning.
3. Create a higher standard of *development* than would be accomplished through the *development* of individual *parcels* through conventional *zoning* regulations.
4. Planned and integrated comprehensive transportation systems for pedestrian and vehicular traffic as outlined in this *ordinance*, which may include provisions for mass transportation and *roadways*, bicycle or equestrian paths, pedestrian walkways and other similar transportation facilities to meet the site conditions.
5. Preserve existing *environmentally sensitive lands* that exceeds the minimum open space area required in the ordinance and provide for and well-designed open space *amenities.*
6. Fulfills the goals, objectives, and policies of the General Plan as well as specific plans for city areas that may include, but are not limited to cultural, educational, medical, and/or recreational facilities.
7. Provide for a variety of housing types, employment opportunities, and commercial services to achieve a balanced community for families of a wide variety of ages, sizes, and levels of income.
8. Site *structures* to take maximum advantage of the natural and man-made environment, provide view corridors, and minimize adverse environmental impact on surrounding areas during the *development* stages.
9. Avoid premature or inappropriate *development* that would result in incompatible *uses* or would create traffic and *public* service demands that exceed the capacity of existing or planned facilities.
10. All standards set forth in an approved PUD document shall carry the full force of law.

D. Permitted uses.

1. All *uses* shall comply with the underlying *zoning district.*

E. General regulations and permitted deviations.

1. The PUD overlay district may establish alternate standards ~~(except *lot* area per *dwelling unit*)~~ for those found in **Chapter 106** and **Chapter 107**. Standards developed through the PUD overlay district re*zoning* process shall be appropriate to the location and context for the site for which the project is proposed. Standards created through the PUD overlay should also assist in the fulfillment of the goals, objectives, and policies in the General Plan. Approval of the standards is based on the *site plan* provided as part of the PUD.
2. All PUD districts shall otherwise adhere to the regulations established in this *ordinance.* Any PUD overlay *zoning district*s containing standards that do not adhere to **Chapter 106** or **Chapter 107** shall be identified at the time of PUD zoning approval and shall be set forth in the *development plan.*

(Ord. No. 2024-03, § 1(Exh. A), 3-5-24)

FS24-1431

Greenway Rd and 140th Dr

Zone Text Amendment

City Council

May 20, 2025

SURPRISE
ARIZONA

PURPOSE

- To permit flexibility to accommodate creative and imaginative designs that may not be possible under conventional regulations
- Based on legislature, the City understands the need for diversity in middle housing
- Fulfills the goals, objectives and policies of the General Plan
- Provide for a variety of housing types

LEGISLATIVE EDITS

CHAPTER 106-4.3(C)(4) - REVIEW PROCESS AND APPLICATIONS

The TND residential (TND-R) is a ~~the only~~ zoning district where the “shared court” (commonly known as four-pack and five-packs), “shared cluster”, “mansion apartment”, or rowhouse/townhome housing products may ~~are permitted to~~ be utilized in the city (see PEDS, **subsection 2.5E** for specific details).

LEGISLATIVE EDITS

CHAPTER 106-9.1(E)(1) - REVIEW PROCESS AND APPLICATIONS

The PUD overlay district may establish alternate standards ~~(except lot area per dwelling unit)~~ for those found in Chapter 106 and 107. Standards developed through the PUD overlay district rezoning process shall be appropriate to the location and context for the site for which the project is proposed. Standards created through the PUD overlay should also assist in the fulfillment of the goals, objectives, and policies in the General Plan. Approval of the standards is based on the site plan provided as part of the PUD.

General Plan 2040 Compliance

Goal 4.2 – A home for everyone

Goal 4.3 – Foster a sense of place through reuse or redevelopment of mature acres

Goal 8.1 – Support economic competitiveness

PUBLIC NOTICE/OUTREACH

- February 19, 2025
    - 1 attendee
- Newspaper Publishing
- Concerns: none for the ZTA

RECOMMENDATION

Planning & Zoning Commission recommend approval to City Council.

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025 Contact Person: Christina Sexton
Submitting Department: Community Development District: District 5
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to a Rezone from Sierra Verde Planned Area Development (PAD), with an underlying zoning of commercial, to Residential Medium Density (R-2) with a Planned Unit Development (PUD) overlay. Case FS24-0503.

Motion:
I move to approve Ordinance #2025-09.

Background:
Brennan Ray with Ray Law Group requests a rezone of approximately 4.0 acres from Sierra Verde Planned Area Development (PAD) to Residential Medium Density (R-2) with a Planned Unit Development (PUD) overlay. The project site is located at the southwest corner of Greenway Road and 140th Drive.

Objective Analysis:
The request to rezone to R-2 with a PUD overlay, as outlined and detailed in the rezone document, is consistent with the Land Development Ordinance and advances the goals and policies of the General Plan.

Policy Compliant:
The requested rezone, as outlined and detailed in the rezone document, is consistent with the Land Development Ordinance and advances the goals and policies of the General Plan.

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

Budget Impact:
There is no anticipated budget impact related to this item.
FTE Impact:

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

ATTACHMENTS:

1. 000-FS24-0503 Greenway Rd & 140th Dr - Rezone- Staff Report
2. 01-FS24-0503 Greenay Rd & 1140th Dr - Rezone - Vicinity Map
3. 02-FS24-0503 Greenway Rd & 140th Dr - Rezone - Existing Zoning Map
4. 03-FS24-0503 Greenway Rd & 140th Dr - Rezone - Proposed Zoning Map
5. 04-FS24-0053 Greenway Rd & 140th Dr - Rezone - Rezone Document
6. 05-FS24-0503 Greenway Rd & 140th Dr - Rezone - Preliminary Plat
7. 06-FS24-0503 Greenway Rd & 140th Dr - Rezone - Luke AFB
8. 07-FS24-0503 Greenway Rd & 140th Dr - Rezone - Citizen Participation Report
9. 08-FS24-0503 Greenway Rd & 140th Dr - Rezone - Affidavit of Posting
10. 09-FS24-0503 Greenway Rd & 140th Dr - Rezone - Ordinance
11. 10-FS24-0503 Greenway Rd & 140th Dr - Rezone - P&Z Recommendation
12. FS24-0503 - Greenway Rd and 140th Dr Rezone - CC PowerPoint

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ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case:	**FS24-0503**
Project Name:	Greenway Road and 140th Drive
Council District:	5 - Palm
Planning Commission Date:	April 17, 2025
City Council Date:	**May 20, 2025**
Planner:	Chris Sexton, Senior Planner

Owner:	CT, LLC/Tang Enterprises Limited Partnership
Applicant:	Brennan Ray with Ray Law Group
Request:	Rezone from Sierra Verde Planned Area Development (PAD), with an underlying zoning of commercial, to Residential Medium Density (R-2) with a Planned Unit Development (PUD) overlay
Site Location:	Generally located at the southwest corner of Greenway Road and 140th Drive
Site Size:	4.0 acres (approx.)
Density:	16.5 DU/Ac
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2040.
Support/Opposition:	None known.
Commission Recommendation:	The Planning and Zoning Commission recommended **approval** of case **FS24-0503** to the Mayor and City Council, subject to stipulations ‘a’ and ‘b’.

<u>Project Description:</u>

Brennan Ray with Ray Law Group requests a rezone of approximately 4.0 acres from Sierra Verde Planned Area Development (PAD) to Residential Medium Density (R-2) with a Planned Unit Development (PUD) overlay. The project site is located at the southwest corner of Greenway Road and 140th Drive.

Background:

February 25, 1999: The subject parcel was annexed into the City of Surprise under Ordinance 99-01.

August 22, 2002: The Mayor and City Council approved a PAD for the Sierra Verde PAD, under case PAD02-036.

February 9, 2004: The Mayor and City Council approved a PAD amendment to rescind specific standards for Parcel 4, under case PADA04-028.

October 19, 2006: The Mayor and City Council approved a PAD amendment for Sierra Verde Parcel 8 to change from mixed use to medium/high density residential under case PADA06-176.

November 22, 2006: The Mayor and City Council approved a PAD amendment to revise landscape standards under case PADA06-460.

July 10, 2008: The Mayor and City Council approved a PAD amendment for Sierra Verde Parcel 8 to change from medium/high density residential to mixed use under case PADA08-044.

August 16, 2016: An application was filed for a PAD Amendment to the Sierra Verde Parcel 8 together with a related Site Plan under case FS16-158, to modify development standards.

October 19, 2023: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under CR23-0876.

March 9, 2024: The applicant filed the rezone request under case, FS24-0503, the subject case.

April 17, 2025: Planning and Zoning Commission recommended approval of the subject rezone.

Analysis and Discussion:

The subject request is for a rezone of approximately 4.0 acres on one (1) undeveloped parcel from Sierra Verde PAD, with an underlying zoning of commercial, to Residential Medium Density (R-2) with a Planned Unit Development (PUD) overlay.

The project is proposing 66 two-story townhomes that will be platted for individual lots. A preliminary plat (FS24-0502) is currently in review for the site. The project will comply with the R-2 development standards except for the modifications noted below.

	Current LDO	Proposed PUD standards
	R-2 (B^4 category)	PUD standards
Lot Area (sf)	4,950 – 7,999	1,134-1,260
Min. lot width (sf)	45	21
Min. front setback (sf)	12	0
Min. side yard setback (sf)	5 & 8	0
Max. bldg. height (sf)	35	30
Open space (% of gross area of residential development)	20%	20%

Zero lot lines are being proposed for the proposed townhomes, but the below setbacks are for the development perimeter to create sufficient separation and buffers from adjacent uses.

Min. setback to arterial ROW (ft) (Greenway)	20
Min. setback to collector and local ROW (ft)	15
Min. setback adjacent to residential zoning (ft)	20 (single-family) 10 (multi-family)
Min. setback adjacent to nonresidential zoning (ft)	20

Access to the site will be provided via two driveways. The 140th Drive driveway is the primary access which is a right-in, right-out driveway, located southeasterly of the site and the secondary, emergency access only is on Greenway Road and will be a right-in, right out driveway.

Article IX, Overlay Zoning Districts, Section 106-9.1, sets forth the requirements and criteria for Planned Unit Development (PUD) Overlay districts. The purpose of a PUD is to permit flexibility to accommodate creative and imaginative designs that may not be possible under conventional regulations. A PUD is intended to accommodate site constraints and unique circumstances that may include topography or environmentally sensitive lands. A PUD shall identify the various constraints associated with site and demonstrate how the design meets the guiding objectives of a PUD overlay zoning district, including, by way of example:

- Development enriches the whole community through creating a unique sense of place for the residents within the PUD overlay zoning district as well as those in surrounding neighborhoods;
- Provide for a variety of coordinated and compatible land uses through innovative site planning;
- Create a higher standard of development than would be accomplished through the development of individual parcels through conventional zoning regulations;

- Fulfills the goals, objectives, and policies of the General Plan as well as specific plans for city areas that may include, but are not limited to cultural, educational, medical, and/or recreational facilities;
- Provide for a variety of housing types, employment opportunities, and commercial services to achieve a balanced community for families of a wide variety of ages, sizes, and levels of income;

The proposed development furthers the goals and policies of the General Plan 2040 in that it explores creative housing opportunities where appropriate to the character of the area. The project is supported by Goals 4.1, 4.2, 4.3, 7.3, and 8.1 in the General Plan 2040.

Goal 4.1 is to maintain a well-managed forum and this will be accomplished by creating a moderate-density residential use that is compatible with the adjacent multi-family developments while offering a different housing type and lifestyle choice. The project will also respect the established community character by purposefully designing a two-story development to transition between the three-story multi-family community to the west and south and the one-story multi-family community to the east. Also, the PUD process is being utilized to appropriately modify development standards to achieve a cohesive design that is sensitive to site constraints while maintaining high-quality development.

Goal 4.2 is to be a home for everyone. The proposed development directly supports housing diversity by introducing townhomes that fill a crucial “missing middle” housing need in the City and offering a housing option that appeals to various demographics seeking alternatives to traditional single-family or apartment living and addressing the housing shortage.

Goal 4.3 is to foster a sense of place through reuse or redevelopment of maturing areas. This development contributes to a community revitalization by promoting development of a vacant parcel that has failed to develop commercially since its original PAD designation in 2002 and creating a sustainable residential use that will enhance the overall character of the area and support nearby commercial and employment uses.

Goal 7.3 is to increase access to wellness opportunities. The proposed development supports wellness opportunities by providing approximately 20% of open space and creating ample space for recreation and designing amenities and community spaces that promote social interaction and community wellbeing while also offering housing near existing parks and recreational facilities.

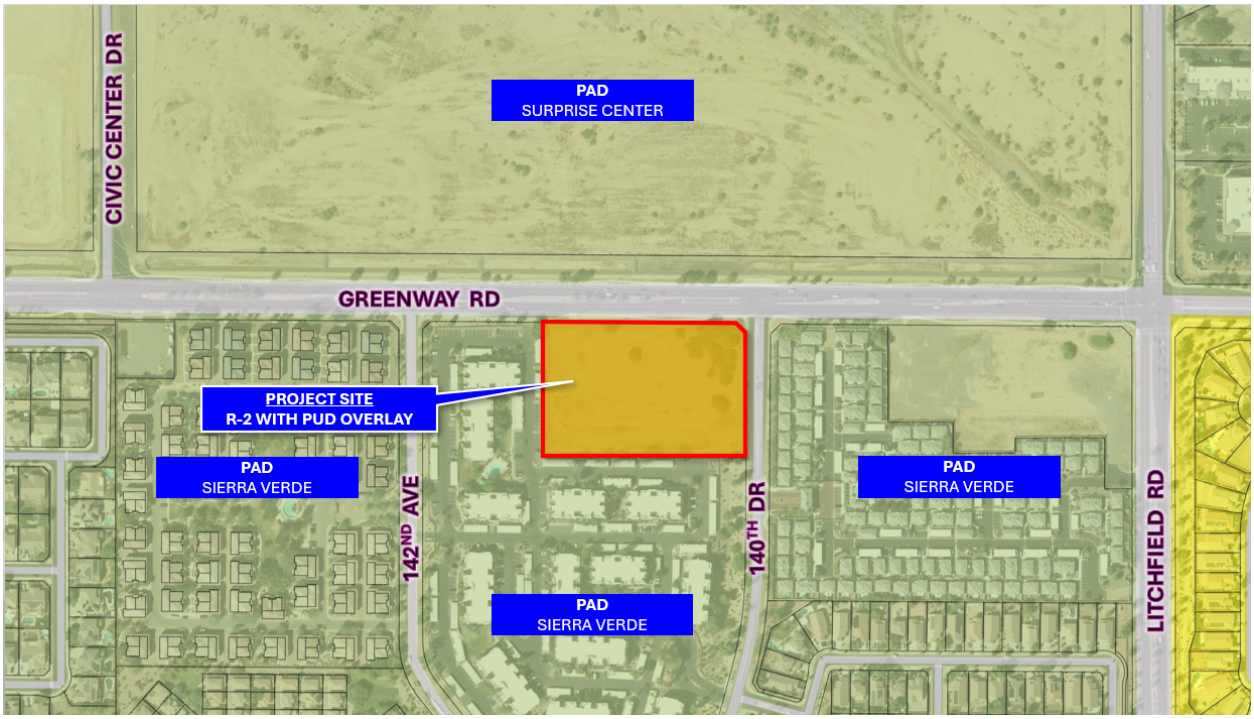
Goal 8.1 is to support economic competitiveness. The development will achieve this by improving the jobs to housing balance by provided housing near the 200-acre Surprise City Center, which includes City Hall, Ottawa University and other employment centers. In addition, it will create housing that will support existing and future commercial development in the area.

The existing and proposed zonings are shown below:

Existing Zoning

Surprise Center PAD	Surprise Center PAD	Surprise Center PAD
Sierra Verde PAD	**Sierra Verde PAD (Commercial)**	Sierra Verde PAD
Sierra Verde PAD	Sierra Verde PAD	Sierra Verde PAD

Proposed Zoning



Surprise Center PAD	Surprise Center PAD	Surprise Center PAD
Sierra Verde PAD	**R-2 with PUD Overlay**	Sierra Verde PAD
Sierra Verde PAD	Sierra Verde PAD	Sierra Verde PAD

Utility and Services Table:

Electric:	APS
Water:	City of Surprise
School District	Dysart Unified

Conformance with Adopted Plans:

Surprise General Plan 2040: The Surprise General Plan 2040 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/AC or more. The project most closely aligns with the Urban Neighborhood type and is consistent with the General Plan in this regard as 16.5 DU/AC is being proposed with this development.

Reviewing Agencies:
In addition to the standard city reviewing agencies, Maricopa Water District, Maricopa Flood Control District and Luke AFB were included in the routing of this request. These agencies indicated no objections to the request.

Citizen Outreach:
An outreach meeting was originally scheduled to be held on January 22, 2025. The site was posted with two signs and the mailings were sent out. However, the legal ad was not published 15 days prior to the meeting due to a printing error on the newspaper's behalf. The applicant decided to hold the meeting unofficially with three (3) attendees with staff present. The concerns and questions that were expressed were the number of units, access to the site, if the project would have a monument sign, if the project will have Section 8 housing, and perimeter walls. On February 19, 2025, the applicant held a Neighborhood Meeting at West Point Elementary School with one (1) attendee. The questions/concerns that were expressed were the cost of the monthly rent, whether the units would have garages, and the setbacks.

Summary:
The proposed rezone request is for the development of a future 66-unit townhome project. The project is consistent with the manner and intent of the Surprise Municipal Code and Surprise General Plan 2040. If approved, the site will be developed in accordance with the requirements of the City of Surprise. There are two separate but related two cases in conjunction with this rezone which are a Zone Text Amendment (FS24-1431) and Preliminary Plat (FS24-0502).

Findings:
- The proposed rezone is consistent with the Surprise General Plan 2040.
- The proposed rezone is consistent with the City of Surprise.
- The reviewing agencies have indicated no objections to the request.

Commission Recommendation:
Based on the findings noted above, the Commission moved to recommend **approval** of case **FS24-0503** to the City Council subject to stipulations 'a' and 'b' as follows:

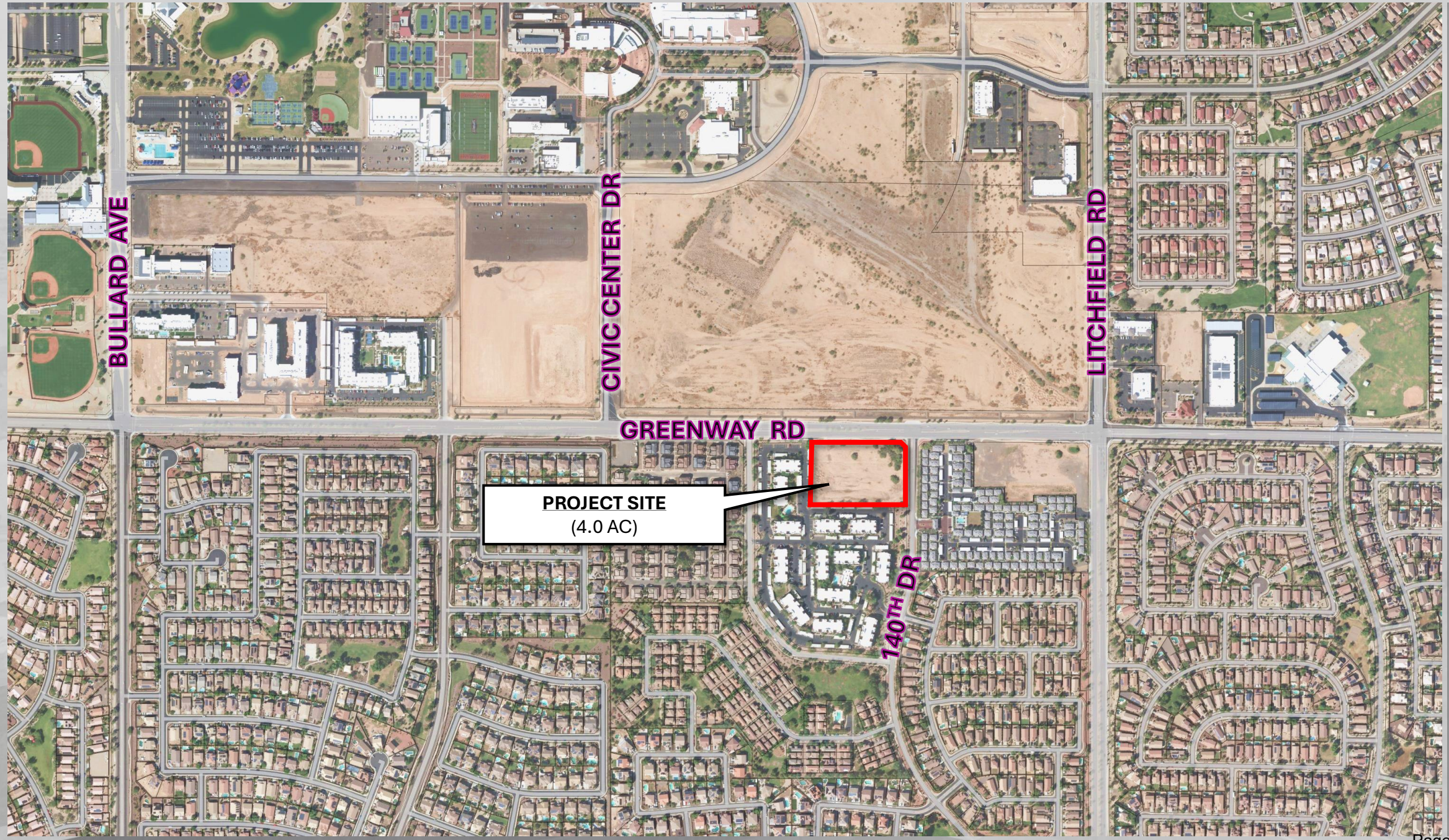
a. Development and use of the site shall be consistent with the Rezone narrative entitled "Zen at Sierra Verde" for Case No. FS24-0503," prepared by Ray Law Firm and dated February 10, 2025.
b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

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

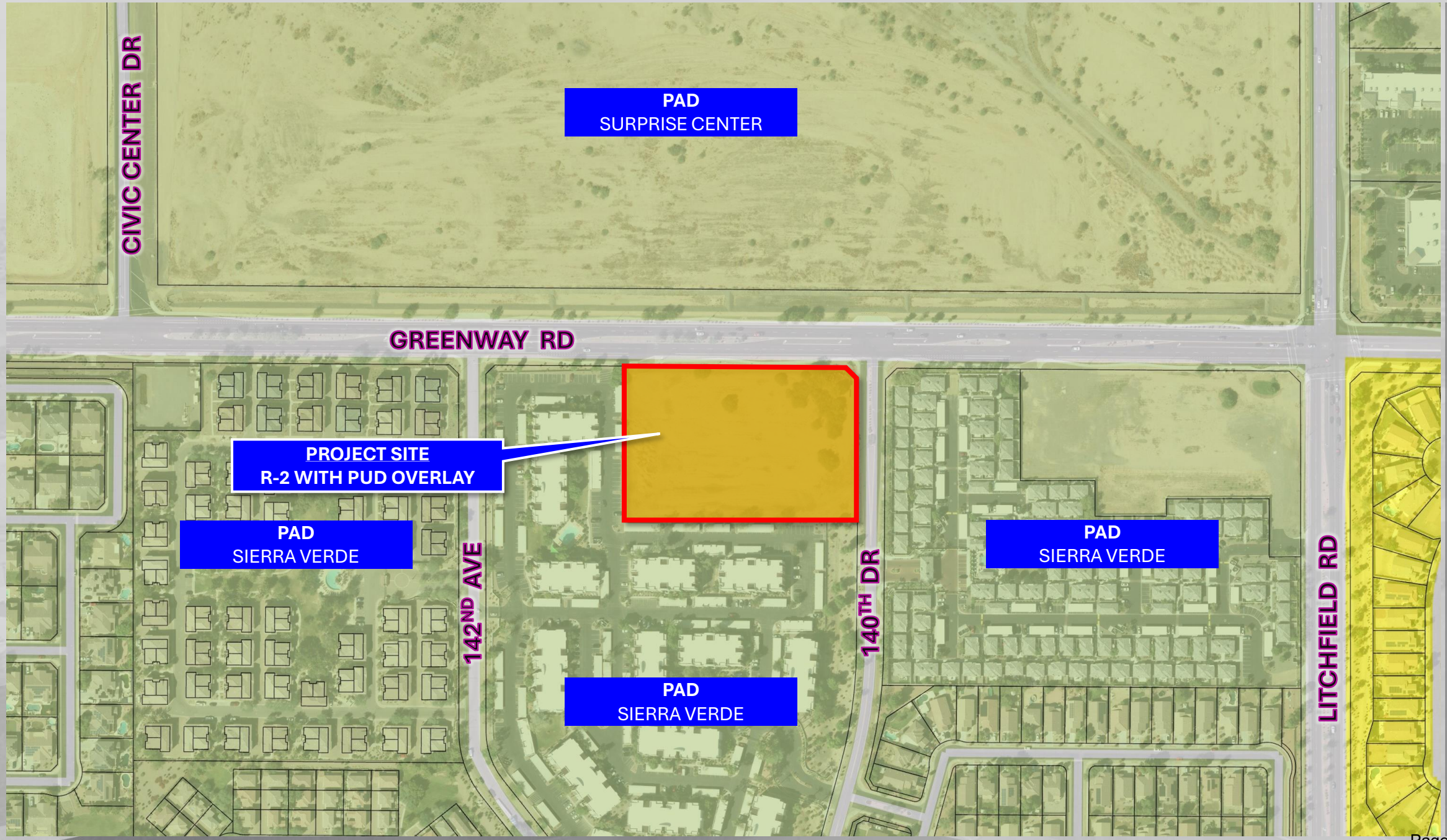
Attachments:

00 Staff Report
01 Vicinity Map
02 Existing Zoning Map
03 Proposed Zoning Map
04 Rezone Document
05 Preliminary Plat
06 Luke AFB Letter
07 Citizen Outreach Report – REDACTED
08 Affidavit of Site Posting
09 Ordinance 2025-09
10 P&Z Recommendation
PPT

FS24-0503 VICINITY MAP



FS24-0503 EXISTING ZONING



FS24-0503 PROPOSED ZONING

Rezoning
Narrative

for

Zen at Sierra Verde

Southwest Corner of Greenway Road and 140th Drive

Case Nos: FS24-0503

Submitted: April 8, 2024

Resubmitted: October 21, 2024

Resubmitted: February 10, 2025

Updated: April 7, 2025

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B. Phasing 6

C. Traffic 6

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VIII. Conclusion **8**

Development Team

Developer:

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Zoning & Entitlements:

Ray Law Firm
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Phoenix, Arizona 85016

I. INTRODUCTION

Zen Investing, LLC ("Zen") is the proposed developer of approximately 4.00 acres at the southwest corner of Greenway Road and 140th Drive (the "Site"). (See ***Exhibit 1***, Aerial.) Zen plans to develop this challenging, vacant, in-fill Site as a high-quality townhome community known as "Zen at Sierra Verde". This community is proposed to contain approximately 66 two-story townhomes for a density of 16.50 du/acre. This development will be an attractive presence in the area and makes good land use sense. To achieve this, Zen requests a rezoning from PAD to R-2 with a PUD overlay.

This community will provide high-quality, unique, additional housing opportunities within the City of Surprise (the "City"). This townhome community represents a lifestyle choice, presenting future residents with a unique living experience. Townhomes fill a crucial "missing middle" housing need in the City, offering a housing option with contemporary design features and energy efficiency that appeal to people seeking alternatives to traditional housing.

II. SITE AND SURROUNDING AREA

This Site is vacant and surrounded by multi-family developments on three sides (west, south, and east). North of the Site (across Greenway Road) is vacant and is anticipated to be developed with commercial uses. This Site, designated "Neighborhood" on the General Plan, is well suited for a townhome community and will provide an additional housing choice in an appropriate location.

III. PROPOSED REZONING

The Site is currently part of the Sierra Verde Planned Area Development ("the PAD"). This Site (Parcel 7 within the PAD) has an underlying zone of Commercial. Zen is proposing to rezone the Site, which has failed to develop under its commercial designation, to allow for this townhome community. This development will utilize R-2 standards with modifications as requested below to provide a unique development. The R-2 PUD zoning, like the development itself, is consistent with good planning principles by conforming with the residential character of the area, with increased density located adjacent to an arterial and collector streets.

Despite the Site's commercial zoning since 2006, it has failed to develop consistent with the entitlements notwithstanding the substantial and significant commercial and residential growth that has occurred in Surprise and Maricopa County. The Site was originally designated for mixed use in the original 2002 PAD, and a 2002 amendment designated this parcel for commercial uses. This amendment application noted the over-saturation of available commercial land in the area—which remains true.

The lack of commercial development on this Site is likely due to the following factors: its mid-block location, changes in the area, more appropriate locations nearby for sustainable commercial development, and considerable changes in the commercial landscape. The Site is relatively small in size, infill in nature, and has limited arterial street access and visibility. These limitations, combined with the changes in the commercial landscape, may explain the development challenges that have prevented this Site from developing.

Since the original approval in 2002, there have been many changes in the City and in the immediate area. The 200-acre Surprise City Center (that includes City Hall, police/fire headquarters, Surprise Stadium, Ottawa University campus, and more) located adjacent to the Site has created the need for additional housing in the immediate area. Additionally, considerable

changes have taken place in the commercial landscape since the original PAD was approved, with the explosion of online shopping and retailers trying to find faster, cheaper, and quicker ways to deliver goods to customers. The online growth was accelerated during the COVID-19 pandemic, which has further impacted traditional brick-and-mortar retail developments. Further, there are ample vacant and underutilized commercial sites nearby, including adjacent sites to the north and northeast. A high-quality residential development is a viable and sustainable solution on this challenging Site and will provide support to the existing and future commercial and employment developments in the area.

Further, the state is facing a significant housing crisis. According to the Arizona Department of Housing, the state is short roughly 270,000 housing units. Specifically, the City is the number eight Top Growth City in America according to the U-Haul Growth Index. Ottawa University's campus in Surprise (near the Site) and the Taiwan Semiconductor Manufacturing plant only 20 minutes from Surprise will only continue to add to the housing demand. This Site, located near schools and residential areas, is well-suited to help meet the housing demand and provide an additional housing option to the area.

This proposed community will address housing affordability concerns, add to the diversity of housing choices, and support the growth Surprise is experiencing. The City is projected to grow by 44.2% over the next ten years and gain approximately 58,300 residents. This growth demands over 20,000 additional residential units. However, a lack of housing supply, rising housing costs, and a lack of diverse housing product may hinder the City's ability to attract new residents and businesses; therefore, limiting future growth. With the growth the City is anticipated to experience, over 20,000 residential units will need to be built; meaning the residential permits per year must increase from approximately 1,486 permits to approximately 2,170 permits per year over the next ten years to support the projected growth.

While reducing commercial land is a concern, commercial uses are supported by the local population. Addressing the issue of housing affordability throughout the region has shifted to become a crucial economic development concern. Therefore, the City is in a unique position in that it is projected to grow relatively fast compared to the overall region. By addressing the issue of housing affordability, the City can further enhance its competitive position in attracting incoming residents as well as those from across the region seeking to relocate. The proposed development will help to address the imbalance in the supply of residential housing and is unlikely to negatively impact the City's potential for commercial development in the coming decade. There are approximately 15.7 million square feet of developable retail space within the City, with 200,000 square feet being built each year. The current retail vacancy rate is expected to remain above 3.2% for the remainder of the decade in the City. Therefore, providing necessary residential uses is needed for commercial viability and the economic viability of the City. This proposed development will help address the lack of needed housing and will not negatively impact commercial development.

IV. PLANNED UNIT DEVELOPMENT CRITERIA

As discussed above, this Site is subject to various constraints that have contributed to its failure to develop. A PUD overlay is necessary on the Site to make the best use of this challenging Site and create a high quality and unique development. Zen's proposal for this townhome community meets the City's PUD criteria as follows.

1. DEVELOPMENT ENRICHES THE WHOLE COMMUNITY THROUGH CREATING A UNIQUE SENSE OF PLACE FOR THE RESIDENTS WITHIN THE PUD OVERLAY ZONING DISTRICT AS WELL AS THOSE IN SURROUNDING NEIGHBORHOODS.

Zen at Sierra Verde will be a unique community and provide a housing choice needed in the area. The combination of single-family living and multi-family-like benefits creates an ideal option for many demographics including young professionals and empty nesters. The high-quality architecture and design will create a sense of place for both residents and passersby. Overall, this community will benefit the area by bringing a sustainable, attractive, and well-managed use to this vacant site.

2. PROVIDE FOR A VARIETY OF COORDINATED AND COMPATIBLE LAND USES THROUGH INNOVATIVE SITE PLANNING.

This community is compatible and appropriate for surrounding uses and is a good land use transition between existing and future adjacent uses. The townhomes will help transition between existing multi-family developments to the west, south, and east, as well as the future commercial uses to the north. This community has further been carefully planned to enhance the pedestrian experience by providing convenient connections and amenities. This design creates a sense of place and community connection.

3. CREATE A HIGHER STANDARD OF DEVELOPMENT THAN WOULD BE ACCOMPLISHED THROUGH THE DEVELOPMENT OF INDIVIDUAL PARCELS THROUGH CONVENTIONAL ZONING REGULATIONS.

This proposed PUD is necessary for this Site to be developed to its highest potential with a community that is high quality, attractive, and exceeds many conventional regulations. Zen at Sierra Verde has been designed with high-quality architecture and amenities and significant open space.

4. PLANNED AND INTEGRATED COMPREHENSIVE TRANSPORTATION SYSTEMS FOR PEDESTRIAN AND VEHICULAR TRAFFIC AS OUTLINED IN THIS ORDINANCE, WHICH MAY INCLUDE PROVISIONS FOR MASS TRANSPORTATION AND ROADWAYS, BICYCLE OR EQUESTRIAN PATHS, PEDESTRIAN WALKWAYS AND OTHER SIMILAR TRANSPORTATION FACILITIES TO MEET THE SITE CONDITIONS.

The pedestrian experience is a key feature in this site design. The residences have been clustered around amenities and walkways to connect residents to outdoor living spaces and community spaces. This careful planning will result in an excellent pedestrian experience for residents and their guests to enjoy.

5. PRESERVE EXISTING ENVIRONMENTALLY SENSITIVE LANDS THAT EXCEEDS THE MINIMUM OPEN SPACE AREA REQUIRED IN THE ORDINANCE AND PROVIDE FOR AND WELL-DESIGNED OPEN SPACE AMENITIES.

Zen at Sierra Verde will exceed open space requirements and have ample well designed amenities. Overall, approximately 1.03 acres of open space (20.89% of the Site's area) will be provided.

6. FULFILLS THE GOALS, OBJECTIVES, AND POLICIES OF THE GENERAL PLAN AS WELL AS SPECIFIC PLANS FOR CITY AREAS THAT MAY INCLUDE, BUT ARE NOT LIMITED TO CULTURAL, EDUCATIONAL, MEDICAL, AND/OR RECREATIONAL FACILITIES.

As stated in Section VII, Subsection D, this proposal is supported by the goals, objectives, and policies of the General Plan.

7. PROVIDE FOR A VARIETY OF HOUSING TYPES, EMPLOYMENT OPPORTUNITIES, AND COMMERCIAL SERVICES TO ACHIEVE A BALANCED COMMUNITY FOR FAMILIES OF A WIDE VARIETY OF AGES, SIZES, AND LEVELS OF INCOME.

Zen at Sierra Verde will contribute to housing variety and will assist with the City's goals of having a variety of housing products for all individuals at various stages of life and income. Townhome communities are an ideal housing product for many individuals and families who may want the benefits of renting but desire a single-family feel.

8. SITE STRUCTURES TO TAKE MAXIMUM ADVANTAGE OF THE NATURAL AND MAN-MADE ENVIRONMENT, PROVIDE VIEW CORRIDORS, AND MINIMIZE ADVERSE ENVIRONMENTAL IMPACT ON SURROUNDING AREAS DURING THE DEVELOPMENT STAGES.

This community is lower in height than many typical multi-family communities. This preserves views and view corridors for residents, those who live and work in the immediate area, and even those in the greater area. Further, steps will be taken to minimize any environmental impacts during development.

9. AVOID PREMATURE OR INAPPROPRIATE DEVELOPMENT THAT WOULD RESULT IN INCOMPATIBLE USES OR WOULD CREATE TRAFFIC AND PUBLIC SERVICE DEMANDS THAT EXCEED THE CAPACITY OF EXISTING OR PLANNED FACILITIES.

This proposed community is ideal and necessary given the housing demand and shortage described above. Further, the proposed community is an appropriate and compatible use for the area. Greenway Road is an arterial that is well suited to handle the traffic impact of this proposal.

10. ALL STANDARDS SET FORTH IN AN APPROVED PUD DOCUMENT SHALL CARRY THE FULL FORCE OF LAW

All standards set forth will carry the full force of law.

V. PROPOSED DEVELOPMENT STANDARDS

Zen will comply with the R-2 development standards except for those modifications noted in bold below.

	R-2 (B^4)	**PUD Standards**
Lot Area (sf)	4,950-7,999	**1,134-1,260**
Min. lot width (sf)	45	**21**
Min. front setback (sf)	12	**0**
Min rear setback (sf)	15	**0**
Min side setback (sf)	5 & 8	**0**
Max. bldg. height (ft)	35	**30**
Open space (% of gross area of residential development)	20%	20%

These deviations are appropriate and compatible with the area. This townhome community has purposely been designed as 2 stories to help transition the 3 story multi-family community located west and south of the Site and the 1-story multi-family community located to the east of the Site. The reduction in lot area and width is necessary and suitable for a townhome community that will be an appropriate use and less intensive than other multi-family developments.

Regarding the setbacks, zero lot line setbacks are requested for the townhomes, but the below setbacks are imposed on the development perimeter in order to create sufficient separation and buffers from adjacent uses.

Min. setback to arterial ROW (ft) (Greenway)	20
Min. setback to collector and local ROW (ft)	15
Min. setback adjacent to residential zoning (ft)	20 (single-family) 10 (multi-family)
Min. setback adjacent to non-residential zoning (ft)	20

Zen's proposed development standards are respectful of the area and surrounding developments and will facilitate the Site being developed as a high-quality and attractive community.

VI. OTHER CITY CONSIDERATIONS FOR ZONING AMENDMENTS

A. Utilities and Emergency Services

The Site is located in the City's service area for water and sewer. Power will be provided by Arizona Public Service (APS).

B. Phasing

Development will be completed in a single phase.

C. Traffic

This proposed community, with only 66 proposed units, will not generate a significant amount of traffic. Per the Traffic Impact Statement this proposed community is anticipated to result in minimal traffic impacts. It is estimated this community will generate approximately 452 trips a day, with 29 trips during the morning peak hour and 36 trips during the evening peak hour. This impact is far lesser than the impact of many commercial uses that could be developed by right on the Site.

VII. CONSISTENCY WITH THE CITY OF SURPRISE 2040 GENERAL PLAN

Zen's proposed development is consistent with the City's 2040 General Plan. The City's General Plan designates the Site as "Neighborhood." The proposed townhome development supports the General Plan's goal to create a safe and secure community with diverse housing while making good use of a vacant lot. The General Plan encourages higher densities near major roadways and close to activity centers such as the Surprise Center/City at Surprise development and Surprise Recreation Campus. Specifically, the proposed community is supported by the following goals and policies of the General Plan:

- **Goal 4.1: Maintain a well-managed community form**

  The Zen at Sierra Verde development maintains a well-managed community form by:

  - Providing visual diversity with high-quality architecture and design that contributes to the character of the surrounding area

- Creating a moderate-density residential use that is compatible with the adjacent multi-family developments while offering a different housing type and lifestyle choice
- Respecting the established community character by purposefully designing a 2-story development to transition between the 3-story multi-family community to the west/south and the 1-story multi-family community to the east
- Utilizing the PUD process to appropriately modify development standards to achieve a cohesive design that is sensitive to site constraints while maintaining high-quality development

- **Goal 4.2: Be a home for everyone**

  The proposed development directly supports housing diversity by:

  - Introducing townhomes that fill a crucial 'missing middle' housing need in the City
  - Offering a housing option with contemporary design features and energy efficiency that appeals to various demographics seeking alternatives to traditional single-family or apartment living
  - Strategically locating higher density housing along Greenway Road, an arterial road with adequate infrastructure to support increased density
  - Addressing the City's housing shortage (as part of the statewide shortage of approximately 270,000 units) and supporting additional opportunities for moderate income households

- **Goal 4.3: Foster a sense of place through reuse or redevelopment of maturing areas**

  This development contributes to community revitalization by:

  - Promoting development of a vacant, underutilized parcel that has failed to develop commercially since its original PAD designation in 2002
  - Providing infill development on a challenging site that has remained vacant despite significant growth in surrounding areas
  - Creating a sustainable residential use that will enhance the overall character of the area and support nearby commercial and employment uses
  - Establishing a unique sense of place through thoughtful site design, pedestrian connections, and community amenities

- **Goal 7.3: Increase access to wellness opportunities**

  This development supports wellness opportunities by:

  - Creating a pedestrian-friendly community design with walkways that encourage physical activity and outdoor engagement
  - Providing approximately 1.03 acres of open space (20.89% of the Site's area), exceeding minimum requirements and creating ample space for recreation
  - Designing amenities and community spaces that promote social interaction and community well-being
  - Offering housing near existing parks and recreational facilities, including the Surprise

Recreation Campus

- Creating convenient connections to outdoor spaces, supporting an active lifestyle for residents

- **Goal 8.1: Support economic competitiveness**

  This development enhances economic competitiveness by:

  - Improving the jobs-to-housing balance by providing needed housing near the 200-acre Surprise City Center, which includes City Hall, Ottawa University, and other employment centers
  - Creating housing that will support existing and future commercial development in the area
  - Addressing housing affordability, which has become a crucial economic development concern for attracting businesses and supporting workforce needs

The proposed Zen at Sierra Verde development aligns with the City's vision for responsible growth that promotes vibrant neighborhoods with distinct identities while offering attractive housing options for a diverse population.

VIII. CONCLUSION

Zen at Sierra Verde will be an exciting and unique housing choice that makes good use of this Site. The proposed development is compatible with the surrounding area and would provide a high-quality development that is appropriate for this residential area. Zen's proposed community will be a sustainable solution for this Site and an attractive presence in the area. We request your approval.

Zen Investing, LLC

Site Data		
Gross Acreage	4.93 AC.	13.39 D.U./Ac.
Net Acreage	4.00 AC.	16.50 D.U./Ac.
Open Space	1.03 AC.	20.89%
Description	Units	Mix
21' x 54'	27	41%
25' x 47.5'	39	59%
Total	66	

Parking Data		
Parking Required		
Parking Required	x 2.00 Spaces/DU	132 Spaces
Guest Parking	x 0.20 Spaces/DU	13 Spaces
Parking Provided		145 Spaces
Parking Provided		
Garage Parking	x 2.00 Spaces/DU	132 Spaces
Off Street Parking		17 Spaces
Parking Provided		149 Spaces

ZEN @ SIERRA VERDE

Conceptual Site Plan

Scale 1:30 Date: 02/11/2025

ABLASTUDIO.COM

AB LA

DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

26 March 2025

Mr. Mark James
Interim Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Christina Sexton
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS24-0502; ZEN Greenway & 140th (APN: 509-17-007)

Dear Ms. Sexton

Thank you for the opportunity to provide comments on the ZEN Greenway & 140th application. The proposed site is located on approximately 4 acres at the southeast corner of Greenway Road and 140th Drive in Surprise, AZ. The application proposes the development of a multi-family community consisting of 66 townhomes. The site is 0.39 miles outside the Luke AFB 1988 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 parcel, as stated in the narrative, does not meet the GDC; however, by developing this parcel as proposed, the city guarantees the overall density does not exceed the residential units as stated in the Sierra Vista PAD. Given that stipulation, the Greenway & 140th development will not negatively impact the flying operations at Luke AFB.

If approved, 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.

If there are any questions, please contact me at (623) 856-6175.

Sincerely

MARK JAMES

Zen at Sierra Verde
Southwest Corner of Greenway Road and 140th Drive
Neighborhood Meeting Report

January 22, 2025
Unofficial Neighborhood Meeting

Attendees:
Shelby Duplesis – Zen Investing, LLC
Brennan Ray – Ray Law Firm
Lisa Gage – Ray Law Firm
Chris Sexton – City of Surprise, Planning
Tanner Wessel – City of Surprise Planning

Overview
Three members of the community attended the meeting. *See Sign-In Sheet* ***Exhibit A.*** Although the meeting was planned to be open house style, Mr. Ray did a brief informal presentation describing the proposed development and the community members asked questions throughout his presentation.

Questions and Comments
Answers, if required, are directly below each comment or question in *italics*.

1. Are the units going to be for sale or rent?
   These units will be for rent but are also being platted so they can be sold individually in the future if the market warrants it.

2. It's currently hard to make a left turn from 140th onto Greenway.
   We have submitted a traffic impact analysis to the City for their review.

3. Who is the target market for renters?
   Generally, these units are very popular with mid-40's divorcees; they like the garage and the fact that the community is gated.

4. Will the residents be parking in the streets?
   Residents will have to sign an agreement to park their cars in their garages.

5. Who will the management company be?
   Stellar Residential.

6. They are thankful that their community entry monument will remain in place and asked if they could pull electricity to it when construction on this development begins.
   The developer has agreed to allow the Sierra Verde community to run electricity to their entry monument from their electric lines in 140th Drive.

7. Will this development have an entry monument sign?
   Yes, the entry monument sign will be at the main entrance along 140th Drive.

8. Is this Section 8 housing?
   No.

9. What is going to be around the outside of the community?
   There will be a block wall along the south and west sides and a view fence on the east side (140th Drive) and a theme wall on the north (Greenway).

February 19, 2025
Official Neighborhood Meeting

Attendees:
Shelby Duplesis – Zen Investing
Lisa Gage – Ray Law Firm
Chris Sexton – City of Surprise, Planning
Trever Fleetham – City of Surprise, Planning
Lloyd Abrams – City of Surprise, Community Development
Kevin Perry – City of Surprise, Planning Commissioner

Overview
One member of the community attended the neighborhood meeting. The sign-in sheet is attached as **Exhibit B**.

Questions and Comments
Answers, if required, are directly below each comment or question in *italics*.

1. What will the monthly rent be?
   This will be dictated by the market at the time the units go up for rent.

2. Are there garages?
   Yes, every unit has an attached 2-car garage.

3. What are the setbacks for this development and what are the required setbacks for this zoning?
   The setbacks have been modified with the PUD overlay to make this development compatible with the surrounding area and provide an appropriate transition between the 3-story multi-family to the west and single-story multi-family to the east. 0' lot line setbacks have been requested for the townhomes, but the setbacks for the overall development are:

Min. setback to arterial ROW (Greenway)	*20'*
Min. setback to collector and local ROW	*15'*
Min. setback adjacent to residential zoning	*20' single-family* *10' multi-family*
Min. setback adjacent to non-residential zoning	*20'*

EXHIBIT A

Wednesday, January 22, 2025 at 6:00pm - Neighborhood Meeting, Westpoint Elementary

Case Nos. FS24-0502, FS24-0503 & FS24-1431 – Zen Investing / SWC Greenway & 140th Dr Higley Rd (Surprise)

SIGN-IN SHEET (PLEASE PRINT)

NAME (Please Print)	ADDRESS (please include Zip Code)	PHONE NO.
Laura Wibeto	[redacted]	[redacted]
& Michael	" [redacted] "	"

Wednesday, January 22, 2025 at 6:00pm - Neighborhood Meeting, Westpoint Elementary
Case Nos. FS24-0502, FS24-0503 & FS24-1431 – Zen Investing / SWC Greenway & 140th Dr Higley Rd (Surprise)

SIGN-IN SHEET (PLEASE PRINT)

NAME (Please Print)	ADDRESS (please include Zip Code)	PHONE NO.
LEO MANKIEWICZ	[redacted]	[redacted]

EXHIBIT B

Wednesday, February 19, 2025 at 6:00pm - Neighborhood Meeting, Westpoint Elementary
Case Nos. FS24-0502, FS24-0503 & FS24-1431 – Zen Investing / SWC Greenway & 140th Ave (Surprise)

SIGN-IN SHEET (PLEASE PRINT)

NAME (Please Print)	ADDRESS (please include Zip Code)	PHONE NO.
LEO MANKIEWICZ	[redacted]	[redacted]

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS24-0503

Applicant Name: Ray Law Firm

Location: SWC 140th Dr and W Greenway Rd

Date Site Posted: 04/16/25

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett — April 16, 2025

Applicant/Representative Signature — Date

This instrument was acknowledged before me on 04/16/25, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

Marybeth Conrad
Notary Public

10-25-28
My commission expires

*Return completed and notarized **affidavit** and all relevant **photo**s to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 19, 2025
Time: 6:00 P.M.
Location: West Point Elementary School
13700 W Greenway Rd
Surprise, AZ 85374
Planning & Zoning
Date: April 17, 2025
Time: 6:00 P.M.
Location: Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
City Council
Date: May 20, 2025
Time: 6:00 P.M.
Location: Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
Surprise Case Number: FS24-0503
Request: A request for a rezone of one (1) undeveloped parcel, totaling approximately 4.93 gross acres, to change the existing zoning from Sierra Verde Planned Area Development (PAD) to Residential High Density (R-3) with a PUD overlay to modify development standards, most specifically a modification of setbacks for a townhome product, located at the southwest corner of Greenway Road and 140th Drive.
For more information, call: 623-222-3011
www.Surpriseaz.gov
April 16, 2025 at 9:53 AM
+33.623092,-112.362820
14077 W Greenway Rd
Surprise AZ 85379
United States
Maps

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www.Surpriseaz.gov
April 16, 2025 at 9:50 AM
+33.623555,-112.363639
14077 W Greenway Rd
Surprise AZ 85379
United States
Maps

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April 16, 2025 at 9:50 AM
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14077 W Greenway Rd
Surprise AZ 85379
United States
Maps

ORDINANCE # 2025-09

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM SIERRA VERDE PLANNED AREA DEVELOPMENT (PAD) TO RESIDENTIAL MEDIUM DENSITY (R-2) WITH A PUD OVERLAY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GREENWAY ROAD AND 140TH DRIVE.

WHEREAS, this Ordinance was properly noticed for public hearing, and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is generally located at the southwest corner of Greenway Road and 140th Drive;

WHEREAS, the subject site is approximately 4 acres and is currently zoned Sierra Verde Planned Area Development (PAD);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed rezone to Residential Medium Density (R-2) with a Planned Unit Development (PUD) overlay satisfies the requirements set forth in Sections 106-2.4 and 106-9.1 of the Surprise Municipal Code;

WHEREAS, this Rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on April 17, 2025, the Planning and Zoning Commission recommended approval of the subject rezoning request.

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

Section 1. *Rezoning.* The parcel legally described in **Exhibit A** and depicted on **Exhibit B**, is rezoned from Sierra Verde Planned Area Development (PAD) to Residential Medium (R-2) with a PUD overlay subject to the following stipulations:

a. Development and use of the site shall be consistent with the Rezone narrative for case FS#24-0503 entitled “Zen at Sierra Verde” prepared by Ray Law Firm and dated February 10, 2025.
b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____ 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

Ordinance No. 2025-09
RFLS # 10012
Rev 12/24

EXHIBIT A

Legal Description

Lot 7 of "Final Plat of Sierra Verde Infrastructure", as recorded in Book 645 of Maps, Page 13, Records of Maricopa County, Arizona, and that part of the Southerly Right of Way of Greenway Road and the Westerly Right of Way of 140th Drive located in the Northeast Quarter of Section 9, Township 3 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap in handhole marking the Northeast Corner of said Section 9 from which the Brass Cap in handhole marking the North Quarter Corner of said Section 9 bears South 89°33'57" West, a distance of 2637.52 feet;

Thence North 89°33'57" West, along the North line of the Northeast Quarter of said Section 9, a distance of 1,001.85 feet to the Point of Beginning;

Thence South 00°26'03" West, departing said North line, a distance of 394.95 feet to a point on the Easterly prolongation of the South line of said Lot 7;

Thence North 89°33'58" West, along said South line, a distance of 542.58 feet to the Southwest Corner of said Lot 7;

Thence North 00°00'13" West, along the West line of said Lot 7 and the Northerly prolongation thereof, a distance of 394.96 feet to a point on the North line of the Northeast Quarter of said Section 9;

Thence South 89°33'57" East, along said North line, a distance of 545.60 feet to the Point of Beginning.

Containing 214,889 Square Feet or 4.933 Acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 2-12-25
ARIZONA, U.S.A.

GREENWAY & 140TH DRIVE
GROSS LEGAL DESCRIPTION

N89°33'56.7126" W 1,001.85

BOUNDARY

S00°26'03.2874" W 394.95

N89°33'57.7126" W 542.58

N00°00'12.7126" W 394.96

S89°33'56.7126" E 545.60

N00°00'00.0000" E 0.00
to

Area = 214,889 4.933 AC

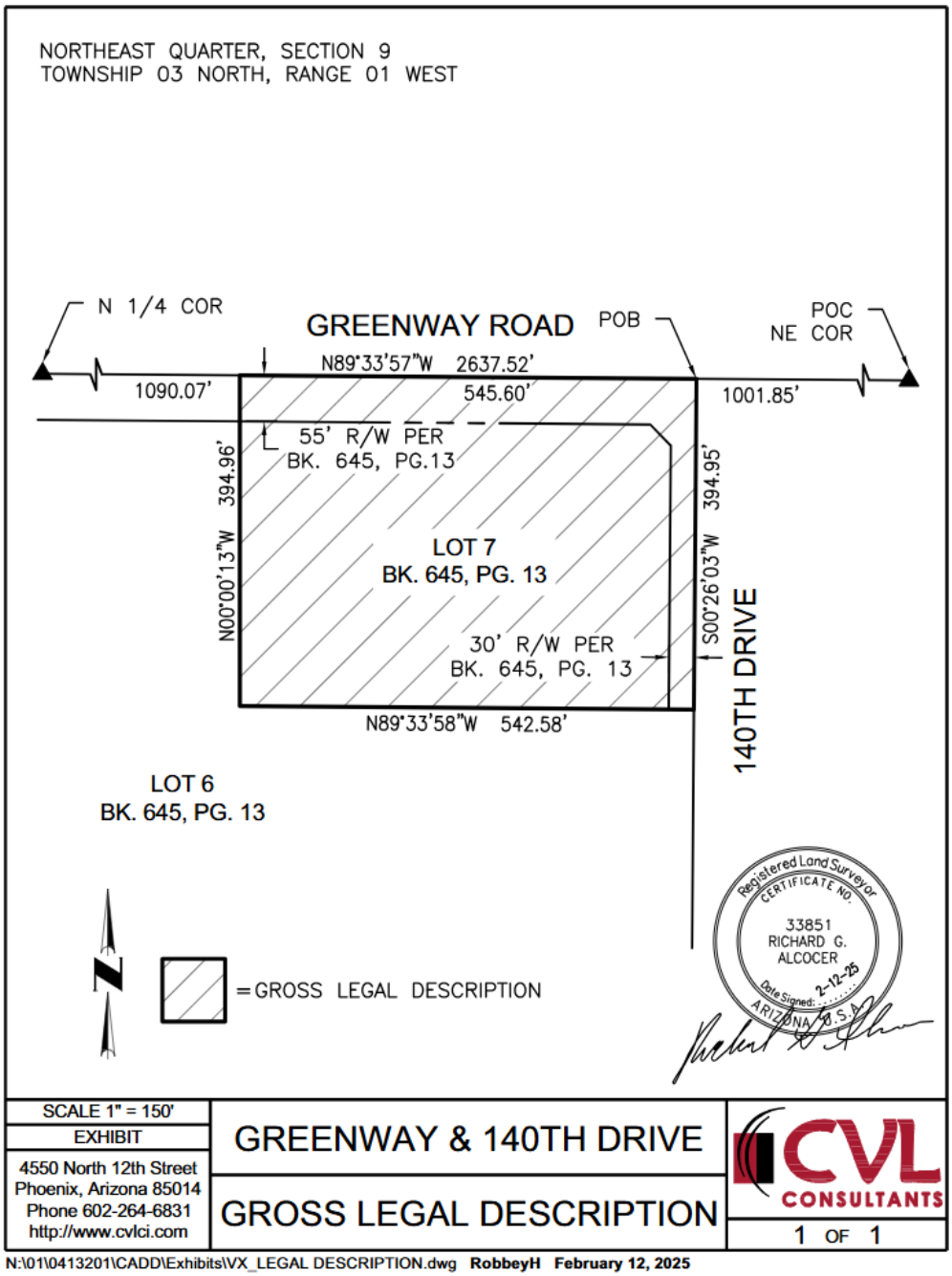
Closing course: 331°46'45.9927" 0.004740

Misclosure: 1/396,240

North Error: 0.004176
East Error: 0.002241

EXHIBIT B

Depiction



Ordinance No. 2025-09
RFLS # 10012
Rev 12/24

COMMUNITY DEVELOPMENT
Planning Division
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623-222-3154

Planning and Zoning Commission Recommendation
FS24-0503

On April 17, 2025 the Planning and Zoning Commission recommended that City Council approve the rezone case known as "Greenway Rd & 140th" Dr Case# FS24-0503. The Commission discussed the following:

- Guest Parking
- Location not best suited for commercial use
- Efforts made to seek out commercial interest
- Traffic Study
- U-Turns on Greenway
- Units for rent or for sale
- Signed agreement by residents to park in garage only

The motions were as follows:

Commissioner Leonard made a motion to recommend approval of the Rezone for Greenway Road and 140th Drive, Case FS24-0503, subject to stipulations 'a' and 'b' as outlined in the staff report. Commissioner Perry seconded the motion. Motion passed with 7 votes in favor.

FS24-0503

Greenway Rd and 140th Dr

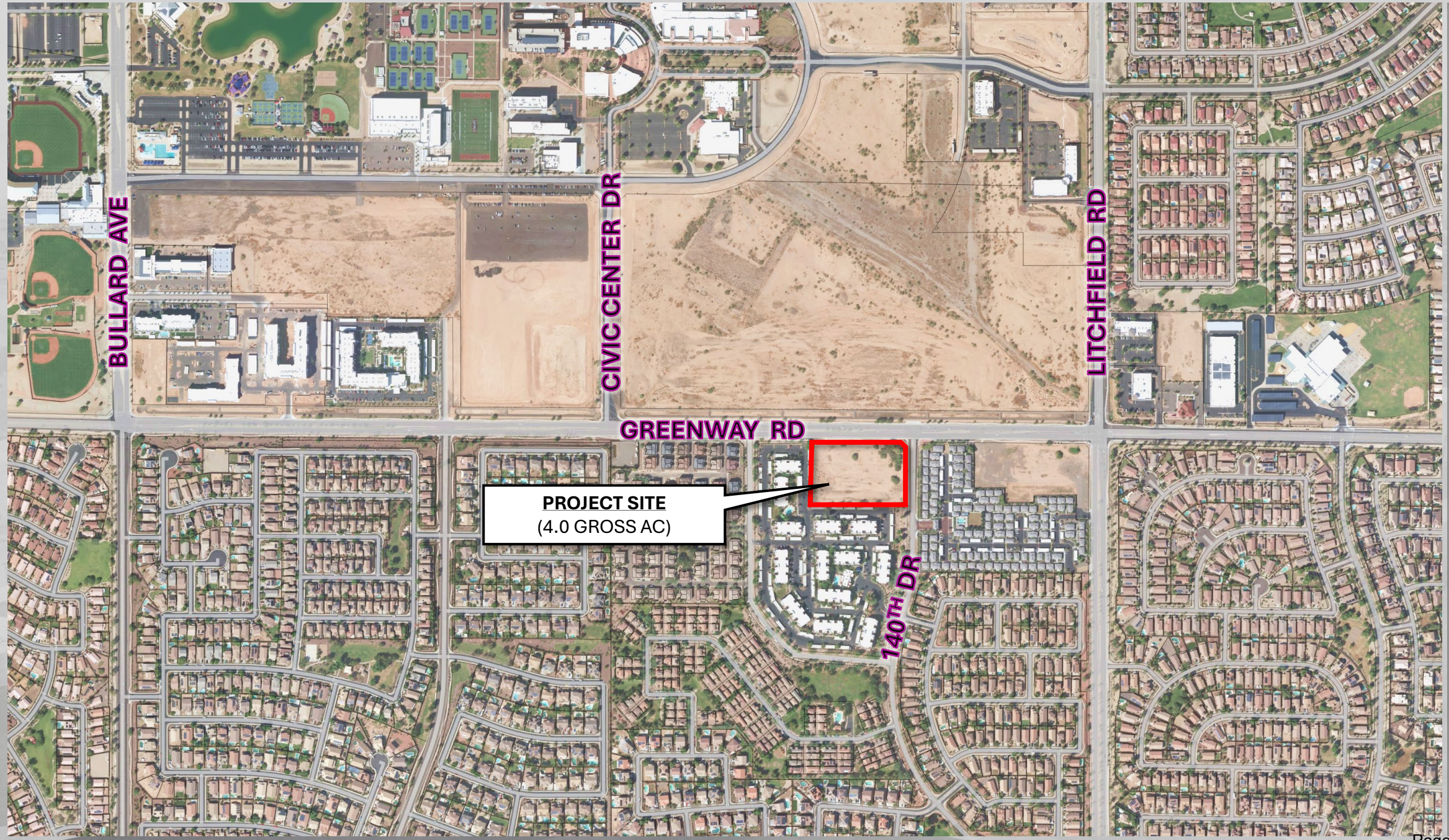
Rezone

City Council

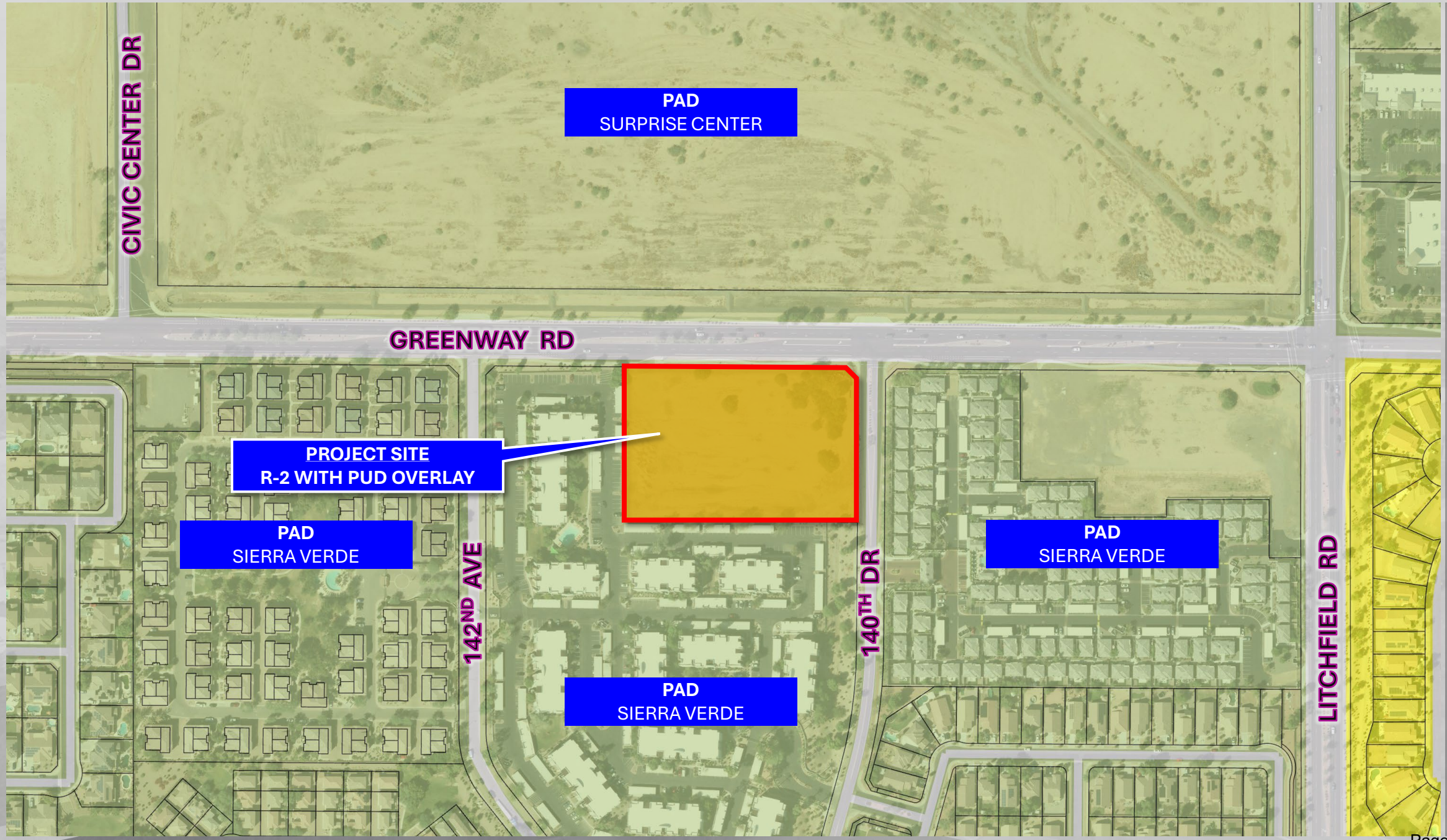
May 20, 2025

SURPRISE
ARIZONA

FS24-0503 VICINITY MAP



FS24-0503 EXISTING ZONING



FS24-0503 PROPOSED ZONING

Background

February 15, 1999: The City Council approved the annexation (Ordinance 99-01) of the subject property.

August 22, 2002: The Mayor and City Council approved a PAD for the Sierra Verde PAD, under case PAD02-036.

February 9, 2004: The Mayor and City Council approved a PAD amendment to rescind specific standards for Parcel 4, under case PADA 04-028.

October 19, 2006: The Mayor and City Council approved a PAD amendment for Sierra Verde Parcel 8 to change from mixed use to medium/high density residential under case PADA06-176.

November 22, 2006: The Mayor and City Council approved a PAD amendment to revise landscape standards under case PADA 06-460.

July 10, 2008: The Mayor and City Council approved a PAD amendment for Sierra Verde Parcel 8 to change from medium/high density to mixed use under case PADA08-044.

Background Continued

August 16, 2016: The applicant filed a request for a PAD amendment to the Sierra Verde Parcel 8 together with a Site Plan under case FS16-158, to modify development standards.

October 19, 2023: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under CR23-0876.

March 9, 2024: The applicant filed the rezone request under case, FS24-0503, the subject case.

April 17, 2025: P&Z Commission recommended approval/denial to the Mayor and City Council, subject to stipulations ‘a’ and ‘b’.

PUD criteria

- **Purpose of a PUD**
  - **Permit flexibility to accommodate creative and imaginative designs**
  - **Accommodate site constraints and unique circumstances**
    - ✓ **Development enriches the whole community through creating a unique sense of place;**
    - ✓ **Provide for a variety of coordinated and compatible land uses through innovative site planning;**
    - ✓ **Create a higher standard of development than would be accomplished through the development of individual parcels through conventional zoning regulations;**

PUD criteria continued

- ✓ Fulfills the goals, objectives and policies of the General Plan as well as specific plans for city areas that may include, but are not limited to cultural, educational, medical, and/or recreational facilities;

- ✓ Provide for a variety of housing types, employment opportunities, and commercial services to achieve a balanced community for families of a wide variety of ages, sizes, and levels of income.

General Plan 2040 Compliance

Goal 4.1 – Maintain a well-managed forum

Goal 4.2 – A home for everyone

Goal 4.3 – Foster a sense of place through reuse or redevelopment of mature acres

Goal 7.3 – Increase access to wellness opportunities

Goal 8.1 – Support economic competitiveness

Proposed Development Standards

R-2 Development Standards with PUD

	Current LDO	Proposed PUD Standards
	R-2 (B^4 category)	PUD standards
Lot Area (sf)	4,950 – 7,999	1,134-1,260
Min. lot width (sf)	45	21
Min. front setback (sf)	12	0
Min. side yard setback (sf)	5 & 8	0
Max. bldg. height (sf)	35	30
Open space (% of gross area of residential development)	20%	20%

Perimeter setbacks

Min. setback to arterial ROW (ft) (Greenway)	20
Min. setback to collector and local ROW (ft)	15
Min. setback adjacent to residential zoning (ft)	20 (single-family) 10 (multi-family)
Min. setback adjacent to nonresidential zoning (ft)	20

SURPRISE
ARIZONA

Site Data		
Gross Acreage	4.93 AC.	13.39 D.U./Ac.
Net Acreage	4.00 AC.	16.50 D.U./Ac.
Open Space	1.03 AC.	20.89%
Description	Units	Mix
21' x 54'	27	41%
25' x 47.5'	39	59%
Total	66	

Parking Data		
Parking Required		
Parking Required	x 2.00 Spaces/DU	132 Spaces
Guest Parking	x 0.20 Spaces/DU	13 Spaces
Parking Provided		145 Spaces
Parking Provided		
Garage Parking	x 2.00 Spaces/DU	132 Spaces
Off Street Parking		17 Spaces
Parking Provided		149 Spaces

ZEN @ SIERRA VERDE

Conceptual Site Plan

Scale 1:30 Date: 02/11/2025

ABLASTUDIO.COM

AB LA

FS24-0503 PRELIMINARY PLAT

OUTREACH

- February 19, 2025
    - 1 attendee
- Site Posting, 300’ Mailers, & Newspaper Publishing’s
- Concerns: garages, rent, setbacks

RECOMMENDATION

The Planning & Zoning Commission recommended approval or denial to the Mayor and City Council, subject to stipulations ‘a’ and ‘b’.

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

STIPULATIONS

a. Development and use of the site shall be consistent with the Rezone narrative entitled “Zen at Sierra Verde” for Case No. FS24-0503,” prepared by Ray Law Firm and dated February 10, 2025.

b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Eric Boyles, Director - Transportation

Submitting Department: Transportation

District: District 1

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to authorizing acceptance of an Intergovernmental Agreement with the City of Peoria, approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $350,000 for the design of the Jomax Road Extension Project, and amending the Fiscal Year 2025 Contract Awarding Authority List, Resolution #2025-66.

Motion:

I move to approve Resolution #2025-66

Background:

In the Northwest area of the City of Surprise, there are very limited access points out of that area of the City. In September of last year, the City identified numerous potential access points in the area and conducted evaluations on each to determine the ability to construct. As a result of the evaluation, the Jomax Road Extension Project was determined to be the access point that could be constructed in the shortest amount of time and provide the most benefit to the residents with access to the SR303.

Objective Analysis:

Acceptance of this Intergovernmental Agreement (IGA) and budget amendment will allow the City of Surprise and the City of Peoria to construct the Jomax Road Extension Project. It has been identified that the project is mutually beneficial for both Peoria and Surprise, and creates a new roadway segment that connects Jomax Road from Dysart Road to 126th Drive. During times of an emergency where the intersection of 163rd Avenue and US 60 is closed, the residents of Surprise only have Happy Valley Road to enter and exit the area of North Surprise. Completion of this project will provide another east/west corridor and an additional access point into North Surprise serving a life safety issue.

Policy Compliant:

This action is consistent with City and Council Policy and aligns with the City Council Strategic Plan.

Financial Impact:

With acceptance of the proposed IGA, Surprise will be the entity that will administer and fund the design and construction of the project. The City of Surprise share of the project will be capped at

$6,000,000 in one-time funding, and the City of Peoria shall reimburse the City of Surprise for all project costs that exceed the City of Surprise cost share. After project completion, the City of Peoria and Maricopa County will take over maintenance of the new roadway based on the existing jurisdiction lines, so there will be no ongoing financial impact for this project.

Budget Impact:

Acceptance of the IGA will require an amendment to the Fiscal Year 2025 budget by moving budget authority of $350,000 from General Contingency to project P65410D and amending the Fiscal Year 2025 Contract Awarding Authority List by adding to item #25339. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Surprise-Jomax Rd Extension IGA_Final
2. Res 2025-66 Jomax Road IGA
3. Jomax RD IGA 052025_EB

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF PEORIA AND THE CITY OF SURPRISE FOR THE CONSTRUCTION OF THE JOMAX ROAD EXTENSION

(IGA NUMBER)

This Intergovernmental Agreement (**Agreement**) is between the City of Peoria, an Arizona municipal corporation (**Peoria**), and the City of Surprise, an Arizona municipal corporation (**Surprise**). Peoria and Surprise are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. Peoria is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 9-240, § 9-241 and §§ 9-276 *et. seq.*, to lay out and establish, regulate, and improve streets within the City of Peoria and enter into this Agreement.

2. Peoria is empowered by Article VIII, Section 1 of the Peoria City Charter to enter into this Agreement, has resolved to enter into this Agreement, and has authorized the undersigned to execute this Agreement on behalf of Peoria.

3. Surprise is authorized, pursuant to A.R.S. § 9-240, § 9-241 and §§ 9-276 *et. seq.*, to lay out and establish, regulate, and improve streets within or without the limits of Surprise, as well as enter into this Agreement.

4. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

5. Jomax Rd. currently does not connect between Dysart Rd. and 126th Dr. The roadway terminates at Dysart Rd. on the west side and 126th Dr. on the east side.

6. Jomax Rd. currently exists in Surprise, approximately one-half mile west of Dysart Rd., and runs approximately from 175th Ln. to El Granada Blvd., and serves a number of City residents in the northwest portion of Surprise.

7. Jomax Rd. is operated by Peoria east of the Dysart Rd. alignment and operated by Maricopa County west of the Dysart Rd. alignment, including the intersection, as depicted in Exhibit A.

8. All rights for work done within the jurisdiction of Maricopa County shall be handled through the Maricopa County permitting process, and issuance of a permit by Maricopa County will serve as their authorization of the Project. At any time in the future when the

intersection of Dysart Rd and Jomax Rd is signalized, Peoria shall execute an IGA with Maricopa County independently from Surprise.

9. Due to the significant population growth in northwest Surprise, and with limited east-west access alternatives, it was identified that it would be mutually beneficial for both Peoria and Surprise to construct the Jomax Rd. extension, a new interim roadway segment that connects Jomax Rd. from Dysart Rd. to 126th Dr. (**Project**). The Project is illustrated in Exhibit B attached hereto.

10. The new roadway segment designed and constructed as part of the Project will be interim in nature, pursuant to Peoria's design standards, as reflected in Exhibit B herein and will eventually be further built out in the future by Peoria and/or developers to its proposed ultimate design standard reflected in Exhibit B herein.

11. During times of an emergency where the intersection of 163rd Ave. and US60 is closed, the residents of Surprise only have Happy Valley Rd. to enter and exit the area of North Surprise. Completion of the Project will provide another east/west corridor and additional access point into North Surprise serving a life safety issue.

12. This limited access also creates limited opportunities for first responders and other emergency personnel to access the residents of northwest Surprise. In these situations, it is not uncommon for the City of Peoria Fire Department to respond to calls for service in Surprise pursuant to the Cities' mutual aid agreement. Completion of this segment of Jomax Rd. will reduce emergency response times from Peoria Fire and Surprise Fire Medical Departments.

13. Currently, the intersection of Happy Valley Rd. and Vistancia Blvd. experiences high congestion due to the traffic volumes in the area. Completion of the Project will provide residents with an additional transportation corridor to alleviate the congestion at that intersection.

14. Peoria is currently in Design Concept Report ("DCR") and will begin design for the reconstruction of the intersection of Happy Valley Rd. and Vistancia Blvd. Completion of the Project will provide a benefit to the traffic in the area during the construction phase of that intersection improvement.

15. Peoria and Surprise will financially participate in the Project, including but not limited to design, right-of-way acquisition, construction, and any other items required to complete the Project, unless otherwise specifically identified in this Agreement.

PURPOSE OF THE AGREEMENT

16. The purpose of this Agreement is to identify and define the responsibilities of Peoria and Surprise for the Project, including but not limited to design, construction, operation and maintenance of the new interim roadway segment.

TERMS OF THE AGREEMENT

17. **Project Scope:**

17.1. The Project primarily consists of the construction of approximately 3,500 feet of interim half street improvements to Jomax Rd. from Dysart Rd. to 126th Dr. The new interim roadway segment will be built pursuant to the Project Design Plan and Peoria standards for an arterial roadway half street within the ultimate right-of-way.

17.2. Unless otherwise detailed in the Project Design Plan approved by both Parties, the work will include right-of-way acquisition and construction consisting of, but not limited to, the following:

17.2.1. Roadway Connectivity – Jomax Rd. west of Dysart Rd. has been improved with south half-street improvements, and Jomax Rd. east of 126th Dr. has been improved with north half-street improvements. Peoria will direct the design of the new roadway connection to establish if the new interim roadway segment will include the north or south half-street improvements.

17.2.2. Right-of-Way and Easements – Jomax Road is classified as an arterial street in the City of Peoria Circulation Plan and requires 130' of right-of-way and 8' Public Utility Easements (PUE) on both sides along the approximate Jomax Road alignment, which deviates from 126th Ave to Dysart Rd. Additional dedication of rights-of-way or easements may be required for intersection configurations, slope or drainage easements.

17.2.3. Drainage Improvements – Completion of a drainage report and construction of drainage improvements, including box culverts, per the drainage report.

17.2.4. Travel Lanes – Construction of a street section consisting of two (2) travel lanes and two (2) bike lanes for eastbound and westbound traffic with curb and gutter on both sides and detached sidewalk on one side.

17.2.5. McMicken Wash Crossing – In order to facilitate the crossing of the McMicken Wash, as illustrated in Exhibit B, a box culvert will be placed at full width to convey any existing drainage. It is the intent to construct the full width box culvert for the ultimate roadway cross section.

17.2.6. Streetlights – As depicted in Exhibit C, the Project will include the installation of streetlights at the intersections of Jomax Rd., 126th Dr, & Dysart Rd. This will facilitate adequate lighting at the intersections. The Project will also implement photometrics to determine where required future street light infrastructure will be installed along the roadway segment by others.

17.2.7. Utilities and Interconnect – The Project will include the installation of interconnect conduit, fiber optic cable, and water line along north side of Jomax Rd from 126th Dr. to Dysart Rd, as depicted in Exhibit C, which will be fully funded by Peoria as set forth herein.

17.2.8. Signing and Pavement Markings – Design and implementation of traffic signing and pavement marking plan, including restriping and installation of

signing beyond the project limits at the Jomax Rd. and El Mirage Rd. intersection, and Jomax Rd. west of Dysart Road within Maricopa County's jurisdiction.

18. **Responsibilities of Peoria:**

18.1 Peoria shall serve on the procurement panel for the design and construction of the Project.

18.2 Peoria shall provide comments to Surprise within fifteen (15) working days of receipt of the design plans from Surprise.

18.3 Peoria shall issue no-cost permits to Surprise for any necessary Project related work performed within the City of Peoria.

18.4 If the total cost of the Project exceeds Surprise's contribution of six million dollars ($6,000,000.00), Peoria shall be responsible for funding all costs exceeding that amount.

18.5 Peoria shall be the lead agency for all acquisition of right-of-way, including but not limited to, any right-of-way acquisition and/or easements with the Arizona State Land Department.

18.6 Peoria shall be solely responsible for funding the cost of the installation of interconnect conduit, fiber optic cable, and a water line along north side of Jomax Rd from 126th Dr. to Dysart Rd.

18.7 After review and approval, Peoria shall pay any project reimbursement requests submitted by Surprise in accordance with this Agreement within thirty (30) calendar days.

18.8 Peoria currently administers the floodplain within the Peoria City limits and will be the Flood Plain Administrator for the McMicken Wash and the Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) must be processed through Peoria.

18.9 Peoria shall participate with Surprise in the substantial completion, final inspection, final completion, and acceptance of the Project.

18.10 Peoria shall participate with Surprise to resolve any warranty issues during the warranty period. Peoria shall participate with Surprise in all coordination with the contractor during the warranty period including but not limited to punch list walks, roadway inspections, and final acceptance.

18.11 Peoria shall assume full responsibility for the operation and maintenance of the new roadway segment upon final completion of the Project and Peoria's final approval and acceptance thereof.

19. **Responsibilities of Surprise:**

19.1 Surprise shall act as the lead agency for all aspects of the Project, including but not limited to design, environmental clearance, and construction, and excluding any right-of-way pursuant to section 18.5.

19.2 Surprise shall allow Peoria to serve on the procurement panel for the design and construction of the Project.

19.3 Surprise shall design and construct the Project in accordance with the Project Scope as identified in this Agreement and in compliance with the City of Peoria engineering standards.

19.4 Surprise shall provide Peoria with copies of legal descriptions, design plans, final approved plans, reports, and exhibits for review, comment and approval.

19.5 Surprise shall apply to Peoria for no-cost permits for any necessary Project related work performed within Peoria or Maricopa County jurisdiction.

19.6 Surprise, or its contractor, shall post all required certificates of insurance, performance bonds, and any other required financial assurances for any necessary Project related work performed within Peoria's jurisdiction.

19.7 Surprise shall contribute funding for the Project in the amount not to exceed six million dollars ($6,000,000.00).

19.8 Surprise shall be the lead agency for any warranty issues during the warranty period. Surprise shall facilitate all coordination with the contractor during the warranty period including but not limited to punch list walks, roadway inspections, and final acceptance. Surprise shall include Peoria in any coordination, punch list walks, roadway inspections, and final acceptance related to any warranty issues.

19.9 Surprise shall submit project reimbursement requests in a format approved by Peoria for completed work activities at the stages of the development of the Project. Surprise shall not submit any requests until Fiscal Year 2026.

GENERAL TERMS AND CONDITIONS

20. To the extent permitted by law, each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, including its departments, agencies, officers, employees, elected officials, and agents (collectively, the "Indemnified Party"), from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) of any nature whatsoever, including but not limited to those arising from injury or death of persons, or damage to or destruction of property, which are caused by or result from any activity, condition, or event arising out of or connected with the performance or nonperformance by the Indemnifying Party of any provision of this Agreement, including any act or omission of its employees, agents, contractors, or subcontractors. This indemnification shall not apply to the extent that such claims, liabilities, or damages are caused by the gross negligence or willful misconduct of the Indemnified Party. Each Party shall, upon request, provide the other Party with a current certificate of insurance or proof of self-insurance, as applicable, to verify coverage

required under this Agreement. The terms of this Section 20 shall survive the termination or expiration of this Agreement.

21. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties (the "Effective Date") and shall remain in full force and effect for the shorter of five (5) years or until the Parties each agree that all responsibilities contained in this agreement have been performed in accordance with the terms herein. This Agreement may be terminated if agreed to in writing by the Parties.

22. This Agreement may be amended only upon written agreement by all Parties.

23. This Agreement is subject to the provisions of A.R.S. § 38-511.

24. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

    24.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A) and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.

    24.2 Any breach of the warranty shall be deemed a material breach of this Agreement of which breaching party may be liable for penalties including termination of the Agreement.

    24.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.

    24.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

25. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of $1,000,000, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

26. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.

27. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure (a "Default"); provided, however, that

such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

28. All notices required under this agreement to be given in writing shall be sent to:

PEORIA
City of Peoria
Attn: City Manager
8401 W Monroe St.
Peoria, AZ 85345

City of Peoria
Director of Development and Engineering,
9875 N. 85th Avenue
Peoria, AZ 85345
Enadmin@peoriaaz.gov

City of Peoria
Attn: City Attorney
8401 W Monroe St.
Peoria, AZ 85345

SURPRISE
City of Surprise
Attn: City Manager
16000 North Civic Center Plaza
Surprise, Arizona 85374

City of Surprise
Attn: City Attorney
16000 North Civic Center
Surprise, Arizona 85374

Either Party may by written notice to the other specify a different address for notice. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight delivery service that guarantees next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery.

29. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties

in such fiscal year.

30. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.

31. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.

32. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

33. In the case of any dispute over any items in this Agreement, the Parties shall use their best efforts to enter into good faith negotiations to resolve the disputed matters. If the dispute cannot be resolved during good faith negotiations, the dispute shall be submitted to non-binding mediation. Notice of the dispute must be in writing and made pursuant to Section 28 and shall provide a summary of the issue of the dispute. The Parties shall confer within thirty (30) calendar days of the Parties' receipt of such notice and must, within ten (10) calendar days after conferring, agree on a mutually acceptable mediator. If the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The cost of any such mediation shall be divided equally between the Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation after the mediation.

34. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

35. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.

36. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

37. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

38. This Agreement shall be governed by the laws of the State of Arizona.

39. In accordance with A.R.S. § 11-952(D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF SURPRISE

Recommended by:

_____

Bob Wingenroth Date
City Manager

Approved and Accepted by:

_____

Kevin D. Sartor Date
Mayor

Attest by:

_____

City Clerk Date

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

_____

City Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF PEORIA

Recommended by:

_____

Henry Darwin Date
City Manager

Approved and Accepted by:

_____

Jason Beck Date
Mayor

Attest by:

_____

Agnes Goodwine, City Clerk Date

APPROVAL OF THE CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned City Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

_____

Emily Jurmu, City Attorney Date

EXHIBIT A

JOMAX ROAD MAINTENANCE DEPICTION

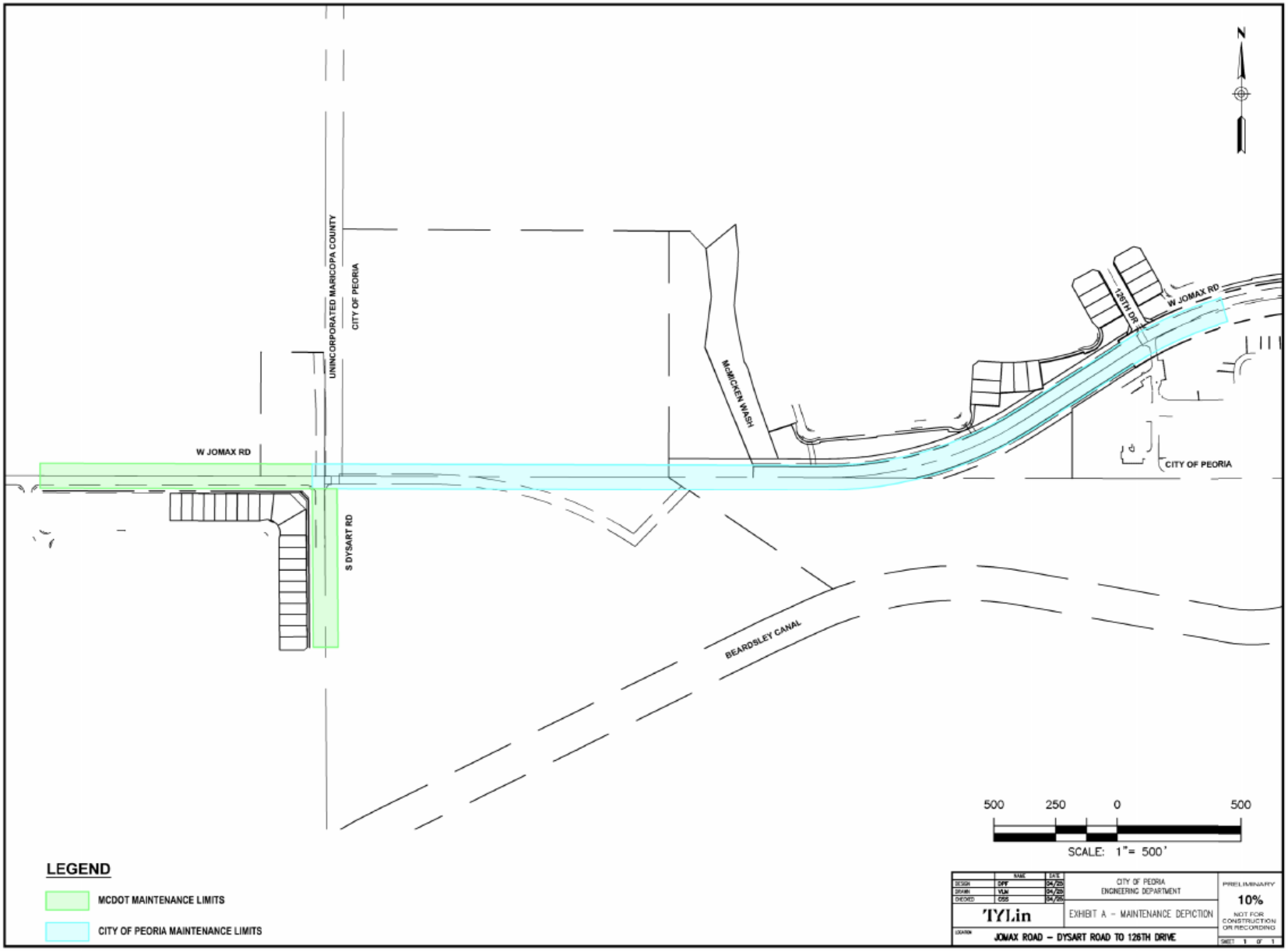


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EXHIBIT B

PROJECT AREA MAP

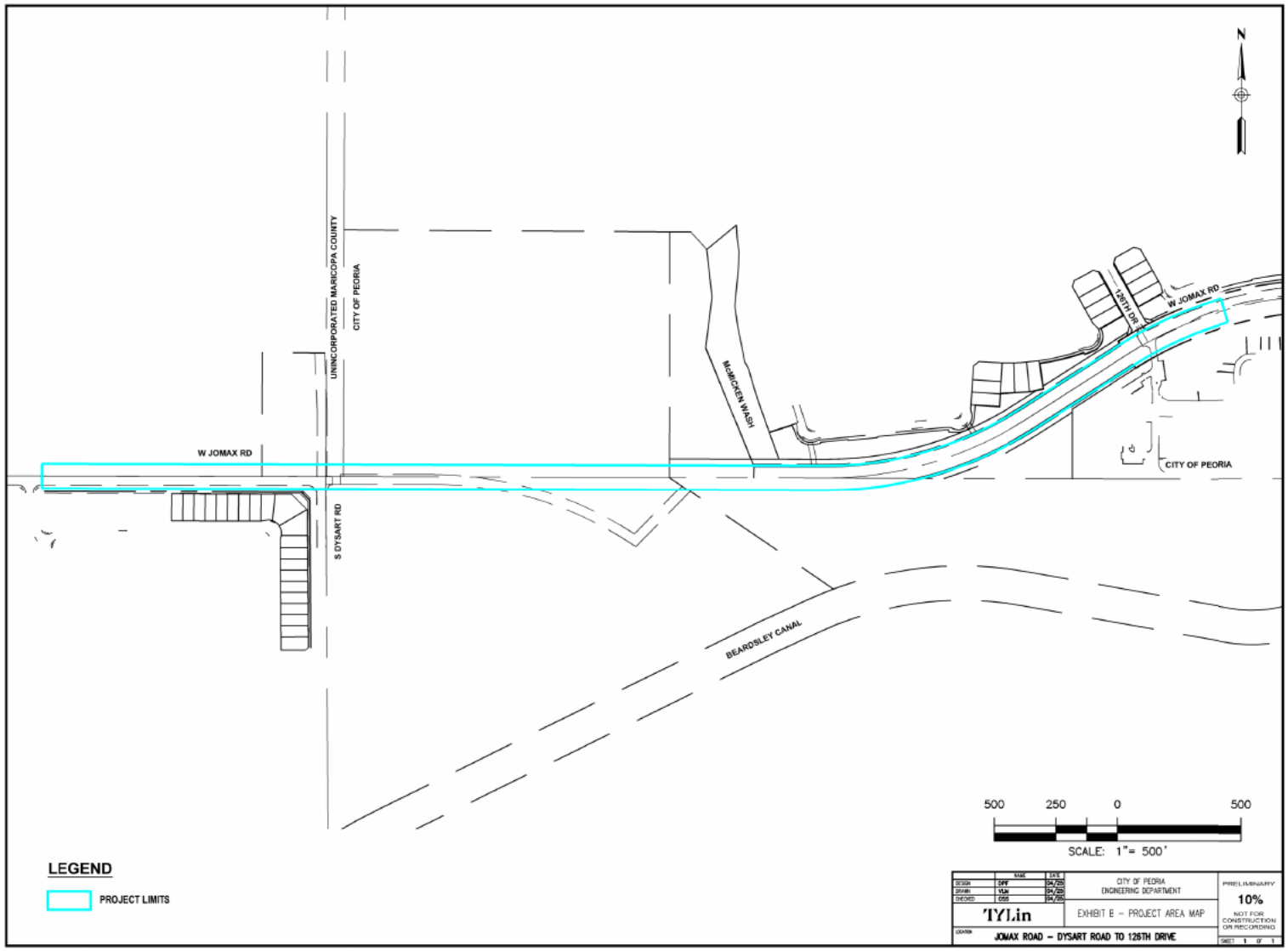

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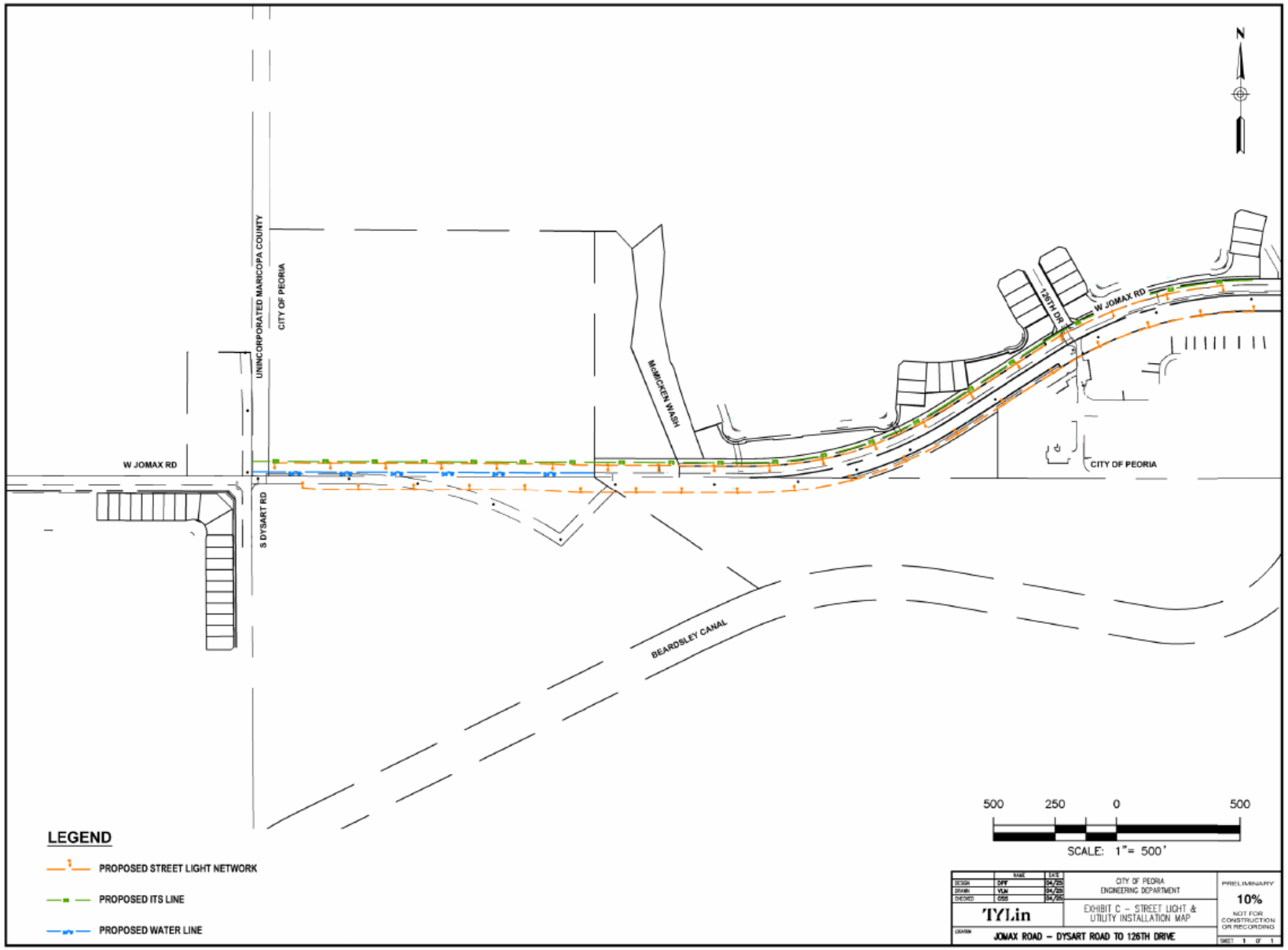
EXHIBIT C

STREETLIGHT AND UTILITY INSTALLATION MAP



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RESOLUTION # 2025-66

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA FOR THE CONSTRUCTION OF THE JOMAX ROAD EXTENSION, AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF $350,000 FROM GENERAL FUND CONTINGENCY TO THE TRANSPORTATION DEPARTMENT TO ESTABLISH PROJECT P65410D JOMAX ROAD EXTENSION, AND AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDING AUTHORITY LIST BY ESTABLISHING THE PROJECT.

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

WHEREAS, the City of Surprise and the City of Peoria (the "Parties") desire to enter into an intergovernmental agreement (the "Agreement") to facilitate the design, right-of-way acquisition, and construction of the Jomax Road Extension Project (the "Project");

WHEREAS, the Agreement requires the City of Surprise to administer the Project design and construction, and the City of Peoria will administer the right-of-way acquisition and maintenance of the roadway upon final Project completion and acceptance;

WHEREAS, pursuant to the Agreement, the City of Surprise will provide the funding for the Project costs up to $6,000,000, and the City of Peoria will reimburse the City of Surprise for the remainder of the Project costs exceeding the City of Surprise's participation amount;

WHEREAS, Project funding is needed to continue the design of the roadway infrastructure improvements through the end of FY2025;

WHEREAS, moving budget authority in the amount of $350,000 from General Fund Contingency to the Transportation Department for the Project design phase is necessary;

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

WHEREAS, this action will necessitate a budget amendment;

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

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

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the City of Peoria, attached as *Exhibit A*, is approved.

Section 2. The statements and schedules attached as *Exhibit 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.

Section 3. The statements and schedules attached as *Exhibit C* and incorporated by reference are adopted, amending the Fiscal Year 2025 Contract Awarding Authority List of the City of Surprise, Arizona, for the fiscal year July 1, 2024, through June 30, 2025.

Section 4. The Mayor 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 _____, 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeff Murray, Acting City Attorney

RESOLUTION # 2025-66
Exhibit A

RESOLUTION # 2025-66
Exhibit B

1. Appropriation - The allocation listed below represents a movement of budget authority in the amount of $350,000 from the General Fund Contingency to Project P65410D Jomax Road Extension. This will cover the FY25 portion of the design of the new roadway segment at Jomax Road: Dysart Road to 126th Drive. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	81,655,600	(350,000)	81,305,600
General Capital Projects Fund	Transportation	#P65410D Jomax Road Extension	E	-	350,000	350,000
			Expense Total	**81,655,600**	**-**	**81,655,600**

RESOLUTION # 2025-66
Exhibit C

1. Contract Awarding Authority List – The FY2025 Contract Awarding Authority List will be amended to include Project P65410D Jomax Road Extension.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25339	Jomax Road Extension	$0	$350,000	$350,000

Jomax Road Extension Project

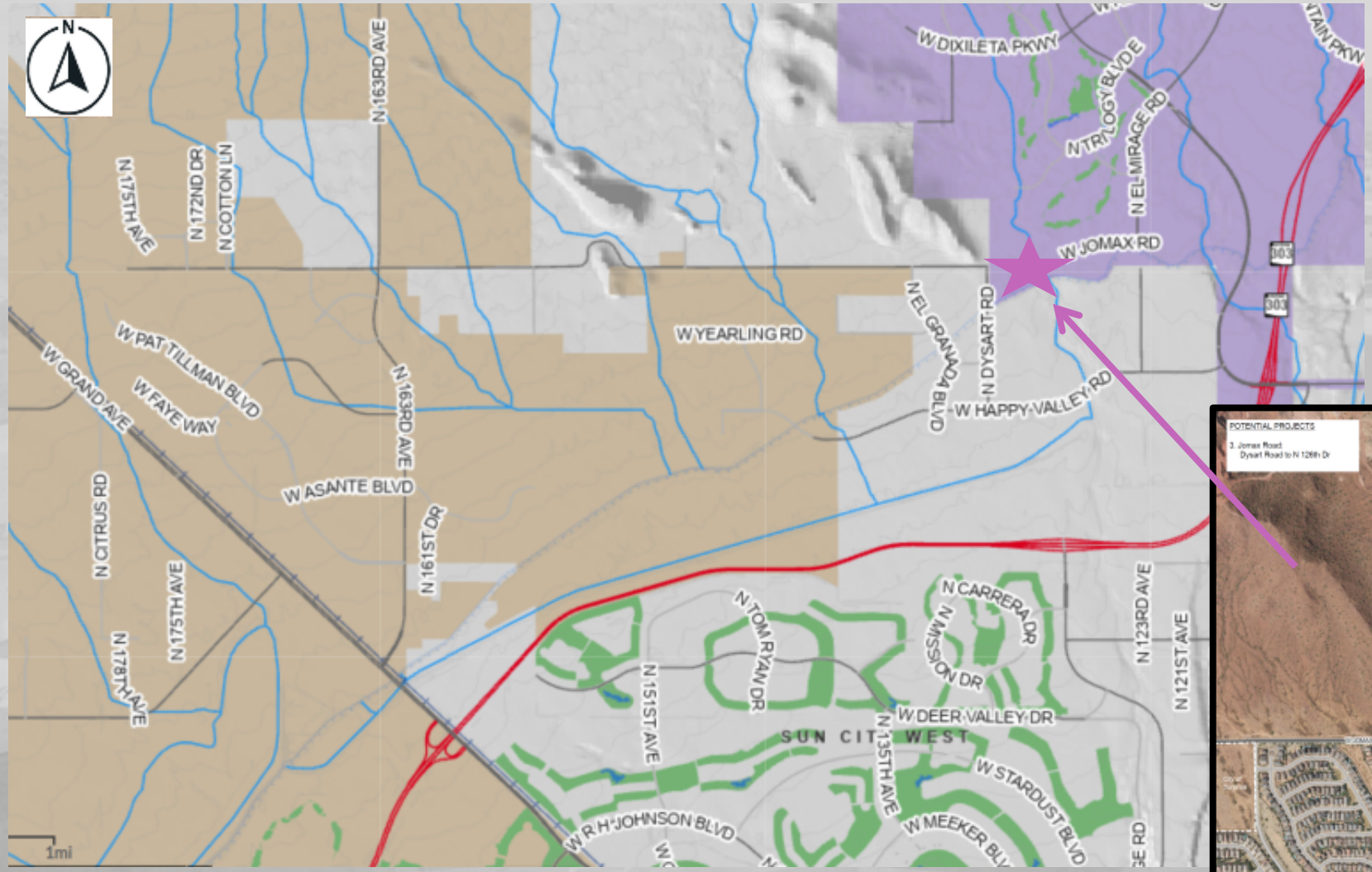
City Council Meeting
May 20, 2025

SURPRISE
ARIZONA

Jomax Road Extension Project

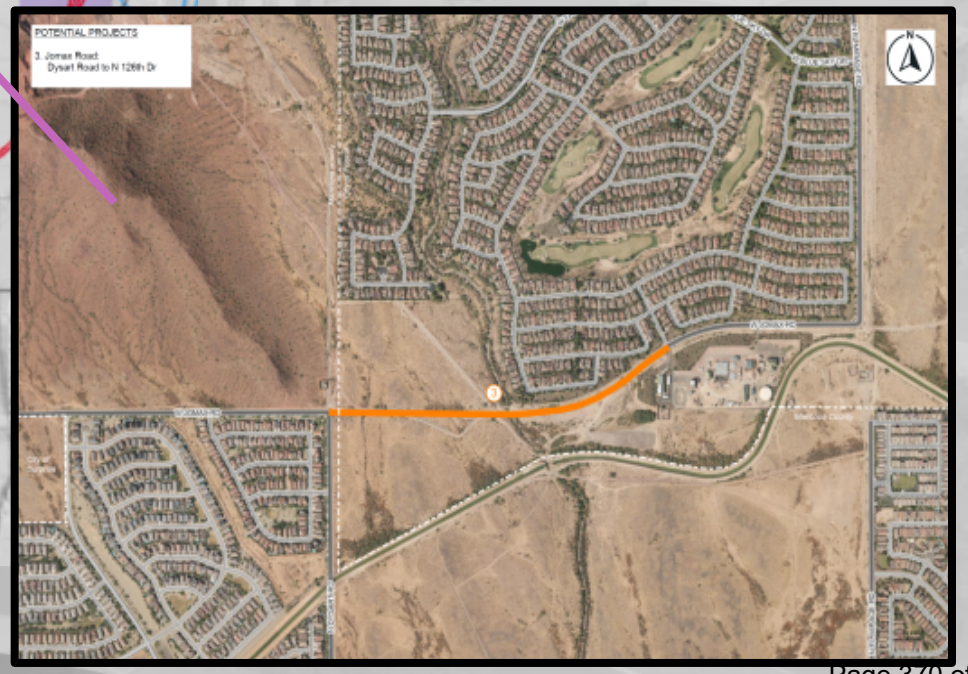
- Background
- IGA Overview
- Project Status
- Project Schedule
- Project Funding Request

Jomax Road Extension Project



Project Location:
Dysart Rd to 126th Dr.

Located generally in the area of Jomax Rd & Dysart Rd



Jomax Road Extension Project

- **Background**
  - **Need for Expansion**
    - Significant population growth and development in District 1
    - Limited east-west access alternatives
  - **Evaluation Process**
    - Multiple sites identified and evaluated in Sept 2024
    - Jomax Road selected as optimal route
  - **Benefits**
    - Provides another access point to SR303
    - Improved connectivity for residents
    - Mutually beneficial for both cities
    - Increased efficiencies in Mutual Aid Emergency Response

Jomax Road Extension Project

- **IGA Overview**
  - Covers the funding, design, right-of-way, construction, and maintenance of the new roadway segment
  - **Responsibilities**
    - City of Surprise:
      - Will fund the project with a contribution amount not to exceed $6M
      - Will lead the design and construction of the project
      - Manage warranty process until final acceptance
    - City of Peoria:
      - Provides all funding that exceeds the City of Surprise contribution
      - Reimburse City for their share of the project costs
      - Will lead acquisition of all right-of-way
      - Will assume full responsibility for the operation and maintenance after final acceptance

Jomax Road Extension Project

1 → 2 → 3 → 4

1	2	3	4
Project Preliminary Design	Project Final Design	ROW Acquisition	Project Construction

Anticipated Project Schedule

- Start Final Design – June 2025
- Complete Final Design – Summer/Fall 2026
- Start ROW Acquisition – Fall 2025
- Complete ROW Acquisition – Fall 2026 (Tentative)
- Construction Start – Fall/Winter 2026
- Construction Duration – Unknown

Jomax Road Extension Project

- Funding Request
  - Establish the project – P65410
  - Funding amount - $350,000
    - Cover costs incurred to date
    - Provide funding through end of FY to continue design
  - Full project funding is included in FY26 Budget

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Kendra Pettis, DIR - SPORTS/TOURISM

Submitting Department: Sports and Tourism

District: Citywide

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $15,000 to support the United States Tennis Association (USTA) League National Championships in Surprise; Resolution #2025-58

Motion:

I move to approve Resolution #2025-58.

Background:

The USTA League Program is the largest recreational tennis program in the country with over 1 million registrations and 300,000 players in 2024. The League National Championships are the accumulation of the best USTA League teams across the country, competing at specific age ranges and National Tennis Rating Program (NTRP) levels. The City of Surprise has been selected as a host city for some of the championships since 2013 and has continued to partner with USTA on a number of tennis tournaments over the years. Surprise has been selected to host 4 championships in October of 2025 and the USTA is expecting over 150 teams and 1,600 players from across the nation to participate. This item will allow for the expenditure of up to $15,000 from the Tourism Fund in FY2025 for the FY2026 tennis event, which will be paid on a reimbursement basis, for tourism activity associated with this program for up to three years through June 30, 2028. The expenditure budgets for FY27 and FY28 will be requested through the formal budget process.

Objective Analysis:

The objective of hosting the USTA League National Championships is to attract tennis players and visitors from all over the country to the City of Surprise to increase room nights and generate a positive economic impact for Surprise.

Policy Compliant:

This item is compliant with City policies.

Financial Impact:

This action will allow for the expenditure of up to $15,000 from the Tourism Fund, which will be paid

on a reimbursement basis for tourism activity associated with this program.

Budget Impact:

This action will allow for the movement of budget authority in the amount of $15,000 from General Contingency to project N59080 within the Tourism Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure limit.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-58 USTA Budget Amendment
2. USTA National Championships Tourism Fund Request
3. City of Surprise-Facility Use 17155-2025 - Fully Executed

RESOLUTION # 2025-58

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET IN THE AMOUNT OF $15,000 FROM GENERAL CONTINGENCY TO PROJECT N59080 IN THE TOURISM FUND FOR THE USTA LEAGUE NATIONAL CHAMPIONSHIPS.

WHEREAS, the FY2025 City of Surprise Comprehensive Financial Management Policies ("Policy"), were adopted by Council Resolution #2024-94 on June 4, 2024;

WHEREAS, pursuant to the Policy, the City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging, of which one percent (1.00%) is recorded in the General Fund and the remaining three and fifty-two hundredths percent (3.52%) is recorded in the City's Tourism Fund to be used for promoting tourism;

WHEREAS, of the amount recorded in the Tourism Fund, the Mayor and Council designated that seventy-five percent (75%) be spent on sports tourism facility development and improvement, while twenty-five percent (25%) be spent on marketing, studies and special events;

WHEREAS, on December 3, 2019, the Mayor and Council adopted a "Strategic Plan" seeking to attract visitors to the City with new and enhanced event and entertainment opportunities;

WHEREAS, on April 23, 2025, pursuant to the Policy and the Strategic Plan, the Tourism Fund Subcommittee recommended to approve the allocation of tourism funds not to exceed $15,000 in FY25 for the purpose of partnering with the USTA League National Championships to host 4 championship events in October of 2025;

WHEREAS, the FY2025 budget was adopted by Council Resolution #2024-94 on June 4, 2024;

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

RESOLUTION # 2025-58
Exhibit A

1. Appropriation- The allocations below represent a movement of budget authority in the amount of $15,000 from General Contingency to project N59080 within the Tourism Fund to establish a budget for the 2025 USTA League National Championships. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Tourism	Sports and Tourism	#N59080 USTA_Tourism Fund	E	-	15,000	15,000
Tourism	Sports and Tourism	#N59080 USTA_Tourism Fund	R	-	15,000	15,000
Contingency	General Operations	Contingency	E	81,655,600	(15,000)	81,640,600
Contingency	General Operations	Other	R	76,952,900	(15,000)	76,937,900
			Expense Total	**81,655,600**	**-**	**81,655,600**
			Revenue Total	**76,952,900**	**-**	**76,952,900**

SURPRISE
ARIZONA

USTA LEAGUE NATIONAL CHAMPIONSHIPS TOURISM FUND REQUEST

City Council Meeting
May 20, 2025

BACKGROUND

- USTA League Program is largest recreational tennis program in the country
- In 2024 – over 1 Million registrations / 300,000 players
- The League National Championships are the accumulation of the best USTA League teams across the country, competing at specific age ranges and NTRP levels

BACKGROUND

- The 2024 League National Championships brought in over 6,400 registrations & 580 teams throughout 14 Championships (Surprise hosted 4, other host cities included Scottsdale, San Diego & Orlando)
- Estimates for 2025 Championships in Surprise:
  - 4 Championships / 150+ teams / 1,600+ players
  - Estimated attendance = 3,200
  - Estimated room nights = 600

Event Partnership Alignment

COUNCIL STRATEGIC PLAN

- **Strategy 3.8**
  - Leverage new opportunities to attract visitors and engage residents with enhanced event and entertainment opportunities

TOURISM STRATEGIC PLAN

- **Focus Area 1: Events and Entertainment**
  - Utilize the Tourism Fund to attract professional event partners
  - Increase sports tourism events in Surprise
  - Increase tourism related room nights

TOURISM FUND GUIDELINES

Category 1: Surprise Hotel Nights Generated	
100-300 room nights	Up to $2500
301-599 room nights	Up to $5000
600+ room nights	$5000+
Category 2: Attendance	
1,000-3,000	Up to $2500
3,001-5,000	Up to $5000
5,000+	$5000+
Category 3: Event Days	
1 day	Up to $2500
2 days	Up to $5000
3 days	$5000+
Category 4: Seasonality (bonus for events between May-September)	
1 day	Up to $2500
2 days	Up to $5000
3 days	$5000+
Category 5: Operating Budget	
Based off of submitted budget	Up to 50% of total projected expenditure budget

- Subcommittee and Council approved reimbursement categories and guidelines for Tourism Fund requests

TOURISM FUND REQUEST

- Performance Based Reimbursement Program for FY26 – FY28 (3 year agreement)

- $2,500 for every 100 hotel room nights verified in relation to USTA League Championship Events
  - 100 room nights = $2,500

- Not to exceed $15,000 total for each fiscal year
  - July 2025 – June 2026: maximum of $15,000 available for reimbursement
  - July 2026 – June 2027: maximum of $15,000 available for reimbursement
  - July 2027 – June 2028: maximum of $15,000 available for reimbursement

- Can be used to reimburse:
  - Facility Use Fees
  - Event Marketing (must include “Surprise, Arizona” in any form of marketing to be considered for reimbursements)

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

FACILITY USE LICENSE AGREEMENT
UNITED STATES TENNIS ASSOCIATION INCORPORATED

This FACILITY USE LICENSE AGREEMENT (the "Agreement") is entered into this 31st day of March 2025, by and between the **CITY OF SURPRISE**, an Arizona municipal corporation (the "City"), and **UNITED STATES TENNIS ASSOCIATION INCORPORATED**, a New York not for profit corporation ("USTA" or "Licensee"). The City and USTA are sometimes collectively referred to in this Agreement as the "Parties," and each individually as a "Party."

RECITALS

A. The City owns, operates and manages the Surprise Tennis and Racquet Complex located at 14469 W. Paradise Lane, Surprise, AZ 85374 (the "Facility"); and

B. USTA desires to use the Surprise Tennis and Racquet Complex and other City tennis facilities for four (4) tennis tournaments; and

C. City desires to permit and host USTA's tournament at the Surprise Tennis and Racquet Complex and other tennis facilities; and

D. USTA is willing and able to provide these services consistent with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the following mutual covenants and conditions, the City and USTA hereby agree as follows:

AGREEMENT

1. **LICENSE.**

1.1. The City licenses and authorizes USTA to occupy and use the tennis courts within the Facility ("Licensed Area") for the sole purpose of operating four (4) tennis tournaments tentatively scheduled from October 9, 2025 to November 9, 2025 ("Tournament", or "Tournaments" to refer to all Tournaments covered by this Agreement), subject to the following provisions and all other terms and conditions of this Agreement and conditioned upon USTA's timely and complete performance of all of its obligations under this Agreement:

1.1.1. The "Effective Date" of this Agreement shall be the date the last party signs this Agreement. The "Term" of this Agreement shall be from the Effective Date until November 9, 2025 or upon completion of the Tournaments, unless there is an earlier end date due to termination.

1.1.2. Nothing in this Agreement shall be construed as granting USTA the authority to use any property that is owned by any person or entity other than the City.

1.1.3. Notwithstanding anything in this Agreement to the contrary, each party shall have the right, in its sole discretion and without cause, to terminate this Agreement by giving the other party thirty (30) calendar days' written notice at any time.

1.1.4. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the license rights created by this Agreement, which creates only a revocable license in the Licensed Area. The City and USTA do not by this instrument intend to create a lease,

easement or other real property interest. USTA shall have no real property interest in the Licensed Area.

1.1.5. The license granted to USTA under this Agreement is nonexclusive and revocable.

1.2. USTA and its agents, contractors, customers, participants, employees, and any other persons invited by USTA to be present at the Facility ("USTA's Permittees") have a non-exclusive, revocable privilege to use, during the Tournament dates under the licensed Term, the Licensed Area and associated Common Areas (as defined in Section 1.3) in common with all other licensees, occupants, and authorized users and their respective permittees.

1.3. "Common Areas," consisting of those areas within and around the Facility, are not licensed to USTA or any licensee and are intended by the City to be available for the use, benefit, and enjoyment of all occupants of the Facility. All "Automobile Parking Areas" (as defined in Section 6) are Common Areas, but certain parking areas may be restricted to use by certain persons.

1.4. "Interior Common Facilities," including lobbies, corridors, hallways, foyers, restroom, mail rooms, mechanical and electrical rooms, janitor closets, and other similar facilities may be used by licensees or for the benefit of licensees on a non-exclusive basis.

1.5. In any circumstance whereby USTA would continue to occupy the Licensed Area after the expiration or termination of this Agreement, unless otherwise negotiated, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, and USTA shall pay the City the fees in an amount that is the maximum amount otherwise due for such hold-over period.

1.6. USTA's sole remedy for any breach or threatened breach of this Agreement by the City shall be specific performance. USTA's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Notwithstanding the preceding sentence, the City shall provide to USTA peaceable use and enjoyment of the Licensed Area in accordance with the terms of this Agreement. USTA's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the Licensed Area or USTA's use thereof.

1.7. In addition to all other instances of termination and/or default under this Agreement, the City may also terminate this Agreement as follows:

1.7.1. Immediately, upon written notice to USTA, for any assignment or attempted assignment of this Agreement without prior written approval of the City;

1.7.2. Immediately, with written notice to USTA, for failure by USTA to maintain the requisite levels of insurance at all times as required by this Agreement;

1.7.3. At least thirty (30) days prior to the first day of USTA's scheduled use of the Licensed Area (or any other property subject to this Agreement), written notice shall be provided to USTA for reason of force majeure (as described in section 17.13, except for federal, state, and/or local government orders as described in 1.7.4 below), and such notice under this subsection 1.7.3 may be provided to USTA by email and shall be deemed received upon delivery;

1.7.4. In accordance with section 17.14, for any federal, state, and/or local government directives, orders, or other similar requirements with at least forty-eight (48) hours' written notice to USTA from the issuance of such directives, orders, or other similar requirements, including without limitation, any federal, state, or local government

directives related to the COVID-19 pandemic, quarantine orders, and/or other orders; and/or

1.7.5. In accordance with section 17.14.1, immediately upon notice to USTA, for any federal, state, and/or local government directives, orders, or other similar requirements, including without limitation, any federal, state, and/or local government directives, orders, or other similar requirements related to the COVID-19 pandemic, quarantine orders, and/or other orders, that are issued forty-eight (48) hours or less prior to the beginning of USTA's scheduled use of the Licensed Area (or any other property subject to this Agreement) or during USTA's scheduled use of the Licensed Area (or any other property subject to this Agreement.

2. **FEES.**

2.1. USTA shall pay the City Fifteen Thousand and 00/100 dollars ($15,000.00) for the License under this Agreement, divided into two payments for each Tournament as follows:

2.1.1. "Event Fee" – Three Thousand Five Hundred Dollars and 00/100 ($3,500) per each of the four (4) Tournaments; and

2.1.2. "Administrative Fee" – Two Hundred Fifty Dollars and 00/100 ($250.00) per each of the four (4) Tournaments.

2.2. USTA shall pay the City within thirty (30) days of the conclusion of the Tournaments. Notwithstanding the foregoing, the Parties agree that no fee shall be due or payable until USTA receives an invoice from the City.

3. **CITY'S DUTIES.**

3.1. City shall provide USTA with a minimum of twenty-five (25) courts to be available for play as described in Exhibit A, incorporated herein by this reference.

3.1.1. The City shall provide and maintain a sufficient number of tennis courts in a condition consistent with the standards of hosting a USTA League championship, as reasonably determined by the USTA. If at any point, in the reasonable opinion of the USTA, it is reasonably determined that it is unlikely that Surprise Tennis and Racquet Complex can provide a sufficient number of courts consistent with such standards, USTA shall have the right to terminate this Agreement without penalty and without prejudice to any other remedy the USTA may have with respect to such material breach by Surprise Tennis and Racquet Complex.

3.1.2. The City may cancel or change USTA's scheduled court requests due to unforeseen events which are outside of the City's control, including those described in 1.7.4 and 1.7.5, by notifying USTA in writing at least forty-eight (48) hours of such event occurring. The City will not be held in breach of this Agreement for any changes or cancellations under this Section.

3.1.3. The City may utilize locations other than the Complex, such as local school tennis facilities, to supply necessary courts, upon sufficient notice to the USTA only.

3.1.4. In case of rain or inclement weather, the City may adjust the schedule to include possible earlier starting times. There will be no charge for the lighted courts if needed to complete play for the day.

3.1.5. Tournament participants may reserve one (1) hour for singles or doubles of court time on a space available basis through the Surprise Tennis and Racquet Complex's staff. Tournament participants arriving earlier than Thursday of the event week may be rent courts at the rate of four dollars ($4.00) per person per one (1) hour during the day, or

five dollars ($5.00) per court per day for evening rentals. Courts can be booked 24 hours in advance.

3.2. City shall provide, or cause to be provided, at each location:

3.2.1. The City will provide up to six (6) volunteers to monitor courts during competition.

3.2.2. The City will provide, at no charge to the USTA, one (1) eight foot (8') table to be used for awards presentation on each Sunday of the Tournament, and eight (8) eight foot (8') tables to be used as a Tournament desk throughout the Tournaments. The Tournament desk will be contained under two 10x10 pop-up tents.

3.2.3. The City will provide, at no charge to the USTA, score tenders for use throughout the Tournaments.

3.2.4. The City will provide, at no charge to the USTA, an indoor room to be used as the Tournament office. This office will include a small refrigerator, telephone, internet service, and a copy machine.

3.2.5. The City will provide, at no charge to the USTA, tables and chairs for the player socials to be held on the Thursday night of each of the six (6) Tournaments.

3.2.6. The City may not use the USTA name, logo, or trademark without the prior written consent of the USTA, and this Agreement does not confer any such rights upon City, except that City may state that it is a "Site of the 2025 USTA League Tennis National Championships."

3.2.7. USTA shall have the right to appoint national sponsors of the USTA. In such case, the City agrees to provide USTA and the National Sponsors with identification, exposure, and promotional space (if desired) at the Tournament site (Licensed Area) and on all Tournament materials. USTA shall use all reasonable efforts to consult with City on the placement of sponsor banners, tents, and/or booths, provided however, placement location(s) shall be in the sole discretion of USTA. City staff will hang banners prior to each Tournament and City will take down banners following each Tournament.

3.2.8. Penn tennis balls will be available for sale at the pro shop throughout the Tournament.

3.2.9. The City will permit items from the USTA merchandising program to be displayed and sold at the Merchandise area during the event. Surprise Tennis and Racquet Complex will receive zero percent (0%) of these sales. Three eight (8) foot tables and one (1) 10X10 tents will be provided by Surprise Tennis and Racquet Complex for this purpose at no charge to the USTA. City may sell from their pro shop as well.

3.2.10. The City will provide spectator seating at each bank of courts, including water and ice for spectators located on the patio.

3.2.11. The City will provide ice and bananas for players throughout the day.

3.2.12. The City will provide a stringer, and individual players will pay for the service.

3.2.13. The City will survey players and spectators to capture data which includes where participants stayed, length of stay, and from where they traveled.

4. **USTA'S DUTIES; USE RESTRICTIONS.**

4.1. USTA shall do all that is necessary to develop, promote, stage and conduct the Tournament, except for those duties for which City has responsibility under this Agreement.

4.2. USTA shall obtain approval from the City of the design and use of all City logos and graphic designs, which shall not be unreasonably withheld.

4.3. USTA shall obtain approval from the City of all event sponsors and advertising, which shall not be unreasonably withheld.

4.4. USTA will secure a certified licensed sports trainer or medical technician for the duration of the Tournaments to be funded by USTA.

4.5. USTA shall provide all office supplies for the administration of the Event.

4.6. USTA will provide tennis balls for use during the Tournaments. Used tennis balls will become the property of City at the conclusion of the Tournaments.

4.7. USTA shall provide participation awards and/or Tournament awards.

4.8. USTA shall provide packets for each participating team with all information regarding the event.

4.9. USTA shall collect and retain entry fees from participating teams.

4.10. USTA shall provide City with certain preapproved proofs from the Tournaments to be used in marketing, advertising, and to seek sponsorships in a .TIF, .JPEG or .GIF compatible file format.

4.11. USTA shall provide all relevant USTA and sponsorship banners and public advertising devices. Sponsorship banners and public advertising devices that include the logo or reference to the City of Surprise, City of Surprise Tennis Facility, or City of Surprise Recreation Campus must be approved by City, and such approval shall not be unreasonably withheld.

4.12. If applicable, USTA shall provide all sponsors and USTA banners by 10:00 AM prior to the first day of play. Mutually acceptable number and location to be determined between the City and USTA.

4.13. USTA will secure Tournament directors, referees and other site officials and Tournament staff as needed for the event and fund their expenses;

4.14. USTA will provide City Complex Staff fifteen (15) Tournament shirts to be worn during the Tournaments.

4.15. USTA's use and occupation of the Licensed Area shall conform to the following use restrictions:

4.15.1. USTA shall only use the Licensed Area for the purposes described in Sections 1 and 3. Any other use requires advanced written approval by the City.

4.15.2. USTA will keep the Facility in a neat, sanitary, and orderly condition, free of debris, and attractive at all times.

4.15.3. USTA shall not conduct or permit to be conducted in or around the Licensed Area any auction or sale, whether such auction is voluntary or involuntary, unless such auction or sale has been approved in advance in writing by the City. USTA shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Licensed Area unless otherwise permitted by the City in writing.

4.15.4. USTA shall not and shall not allow USTA's Permittees to discard any waste upon the Licensed Area, the Facility, the Common Areas, the Interior Common Facilities, the Automobile Parking Areas, or any City property related to the Tournaments.

4.15.5. USTA shall not and shall not allow USTA's Permittees to engage in any activity that has the likelihood of increasing the existing insurance premium rates for the Licensed Area, the Facility, the Common Areas, the Interior Common Facilities, the Automobile Parking

Area, or any City property related to the Tournaments, or that could cause cancellation of any insurance policy or permit any condition to remain that may be prohibited by standard form fire insurance policies.

4.15.6. USTA shall not and shall not allow USTA's Permittees to use the Licensed Area, the Facility, the Common Areas, the Interior Common Facilities, the Automobile Parking Area, or any City property related to the Tournaments for any offensive, noisy, or dangerous trade, business, activity, or occupation, or any activity against public policy, or interfere with the business of or disturb the quiet enjoyment of any other authorized user of the Facility, Common Areas, the Interior Common Facilities, the Automobile Parking Area, or any City property related to the Tournaments.

4.15.7. USTA shall not use and shall not allow USTA's Permittees to use the exterior of the roof or walls of the Licensed Area or the Facility for any purpose, except as otherwise approved by the City in writing. Such approval may be provided to USTA via email and shall be deemed received upon delivery.

4.15.8. USTA shall not use and shall not allow USTA's Permittees to use the Common Areas or the Automobile Parking Area for purposes other than those intended for such areas.

4.15.9. USTA shall not display anything in any windows without prior written consent of the City. Such consent may be provided to USTA via email and shall be deemed received upon delivery.

5. **REPRESENTATIONS; WARRANTIES.**

5.1. The City represents and warrants to USTA that: (1) the City has full right, power and authority to execute this Agreement; (2) the City has good and unencumbered title to the Licensed Area free and clear of any liens or mortgages, except those disclosed to USTA that will not interfere with USTA's right to use the Licensed Area; and (3) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

5.2. USTA has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Section 5.1, including any warranties or representations by the City as to its condition or fitness for any use.

5.3. The City agrees to make the Licensed Area available, as set forth herein, for the Tournaments.

5.4. USTA understands that the continuation of this Agreement is subject to the budget of the City providing for the contract item as an expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

5.5. USTA represents and warrants that any and all advertisements, banners, sponsorships, or other materials provided by USTA under this Agreement or otherwise related to the Tournaments do not violate any third party intellectual property rights, and as of the Effective Date, USTA is not aware of any potential or actual third party claims related to such materials. In addition, USTA represents and warrants it has received, or will receive, all licenses, assignments, or other authorizations to display, transmit, modify, or otherwise exploit or use all applicable third party intellectual property under this Agreement or for the Tournaments.

6. **PARKING.**

6.1. The City shall operate and maintain or cause to be operated and maintained a parking area for the Facility. The Automobile Parking Area is for the benefit and use of all licensees of the Facility and their respective permittees, as well as licensees and permittees of the commercial office building located on the same property. However, the City may in its sole discretion reserve parking spaces that shall not be available for use by all licensees or by the general public.

6.2. USTA's right to use the Automobile Parking Area is solely for the accommodation of USTA and USTA's Permittees. The City assumes no responsibility or liability of any kind whatsoever from any cause of action with respect to the use thereof by USTA or USTA's Permittees, all of whom shall be deemed to have assumed all risks or to have released City from all liability in connection with the utilization thereof.

6.3. The City may restrict or move reserved and unreserved parking spaces from time to time for any reason deemed reasonable and appropriate by the City.

6.4. The City has the right to establish and from time to time change, alter, and amend, and to enforce against all users of the Automobile Parking Areas, reasonable rules and regulations (the "Parking Rules and Regulations").

6.5. The City may establish such reasonable charges as the City deems appropriate for the use of the Automobile Parking Areas by persons who have not licensed space at the Facility.

6.6. USTA acknowledges that the Automobile Parking Areas include additional unreserved parking spaces that are available for use by the general public. These parking spaces may also be used on a reasonable basis by USTA and USTA's Permittees to the extent such spaces are available.

7. **ASSIGNMENT.** USTA shall not assign or sublicense any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area, without the prior written consent of the City Manager, such consent not to be unreasonably withheld. The City may, as a condition of approval, require that any potential transferee submit biographical and financial information to the City at least sixty (60) days prior to any transfer of USTA's interest. Notwithstanding the foregoing, USTA may assign this Agreement, upon thirty (30) days' written notice to the City, to any person controlling, controlled by or under common ownership with USTA and assumes all obligations of USTA under this Agreement. Any attempted assignment or delegation by USTA in violation of this provision is a breach of this Agreement by USTA.

8. **PRESERVATION OF THE LICENSED AREA.**

8.1. USTA shall repair the Licensed Area and any Common Areas to the extent that the Licensed Area and/or Common Areas are damaged by USTA and/or USTA's Permittees (normal wear and tear excepted), at its sole cost and expense, unless the City chooses to do so itself.

8.2. USTA shall promptly notify the City in writing (email is acceptable) of any damage that may occur to the Licensed Area or any repairs that may become necessary.

8.3. At the expiration or earlier termination of this Agreement, USTA shall return the Licensed Area to the City in a condition as good as it was at the Effective Date (fair wear and tear excepted).

9. **SIGNS AND ADVERTISING.**

9.1. USTA shall not erect or place any sign, lettering, design, banner, decoration, exterior lighting, or other advertising device or material either outside the Licensed Area, or inside the Licensed Area if visible from the outside, without prior written approval of the City.

9.2. USTA may display reasonable signage, including the use of no more than two (2) small "A frame" signs that may be placed immediately adjacent to a License Area entry door.

9.3. Any signs of USTA not in conformity with this Agreement and any signs remaining at the end of the Term shall, upon the City's demand, be immediately removed by USTA at its expense, and USTA shall promptly repair any damage to the Licensed Area resulting from such removal.

9.4. USTA will be responsible for maintaining, operating, and replacing as necessary, at its own cost and expense, any signage upon the Licensed Area approved by the City.

10. **REGULATORY REQUIREMENTS.**

10.1. USTA shall promptly observe and comply with all present and future laws, ordinances, requirements, rules and regulations of all governmental authorities having or claiming jurisdiction over the Licensed Area or any part thereof and of all insurance companies writing policies covering the Licensed Area or any part thereof. Without limiting the generality of the foregoing, unless affirmatively waived by the City, USTA shall also procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Licensed Area or required in connection with any improvement hereafter erected thereon.

10.2. USTA shall have no authority to do any act or make any contract that may create or be the basis for any lien, mortgage or other encumbrance upon any interest of the City in the real property that includes the Licensed Area.

11. **INSURANCE.**

11.1. General.

11.1.1. Without limiting any obligations or liabilities of USTA, USTA must purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

11.1.2. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect USTA. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve USTA from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

11.2. Insurance Requirements.

11.2.1. USTA and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by USTA, its agents, representatives, employees or subcontractors, and/or USTA's Permittees.

11.2.2. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect USTA from liabilities that might arise out of the performance of the work under this Agreement by USTA, its agents, representatives, employees, or subcontractors, and/or USTA's Permittees, and USTA is free to purchase additional insurance.

11.2.3. All certificates of insurance for the policies required by this Agreement shall reference this Agreement in its description, e.g. by Agreement/contract number or some other means.

11.2.4. USTA shall also procure any other insurance as the City's Risk Manager determines to be necessary for USTA's operations.

11.2.5. Additionally, the certificate of insurance shall name Dysart Unified School District, its officers, employees and agents as additional insureds on all policies should the courts at Valley Vista School be used to supplement the Tournaments' tennis facility requirements.

11.2.6. USTA shall at all times, throughout the Term of this Agreement, keep the Licensed Area and all City property related to the Tournaments insured against perils in amounts and with insurance carriers acceptable to the City. USTA shall ensure that all insurance policies in effect for the Licensed Area and all City property related to the Tournaments name the City of Surprise, its officers, employees and agents as additional insureds.

11.3. Minimum Scope and Limits of Insurance. USTA must provide coverage with limits of liability not less than those stated in this Agreement below.

11.3.1. Commercial General Liability – Occurrence Form.

The policy must include bodily injury, property damage, personal injury, loss, theft, and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products - Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Legal Liability	$50,000
Each Occurrence	$1,000,000

The policy must be endorsed to include the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of USTA.

The policy must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of USTA.

11.3.2. Business Automobile Liability.

The policy must include coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must be endorsed to include the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of USTA involving automobiles owned, leased, hired, or borrowed by USTA.

The Policy must contain a waiver of subrogation against the City and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of USTA.

11.3.3. Worker's Compensation and Employers' Liability.

The policy must include workers' compensation statutory employers' liability coverage.

Each Accident	$500,000
Disease – Each Employee	$500,000
Disease – Policy Limit	$1,000,000

The Policy must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of USTA.

11.4. USTA's Coverage is Primary. USTA's insurance coverage will be primary insurance and non-contributory with respect to all other available sources. Coverage provided by USTA may not be limited to the liability assumed under the indemnification provisions of this Agreement.

11.5. Each insurance policy required by this Agreement must provide the required coverage and may not be suspended, voided, canceled, or reduced. USTA must provide the City with prompt notice if the insurance is suspended, voided, cancelled, or reduced. Such notice must be sent directly to the City's procurement and risk management divisions.

All required insurance shall require thirty (30) days' written notice to the City before modification or termination. The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Agreement.

11.6. Insurance must be obtained from duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum-insurer rating is sufficient to protect USTA from potential insurer insolvency.

11.7. USTA will furnish the City with an endorsement and a declarations page for each policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied. The "City of Surprise" shall be listed as the Certificate Holder and additional insured on each certificate of insurance for each policy required by this Agreement.

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

All certificates required by this Agreement must be sent directly to the City's procurement division. The City project/contract number, if applicable, and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

11.8. USTA's certificate(s) must include all subcontractors as insureds under its policies or USTA must furnish to the City separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to the minimum requirements identified above.

All subcontractors are subject to the same terms and conditions and minimum insurance requirements identified in this Agreement. USTA shall ensure for any subcontractor policy required under this Agreement and for any policy required by a contract between USTA and each subcontractor, the subcontractors' certificates of insurance shall list the "City of Surprise" as the Certificate Holder and as an additional insured (and any other entities that are required to be listed as such), and shall identify in each certificate of insurance's description: (i) this Agreement by Agreement Number, and (ii) any subcontract between the subcontractor and USTA related to that subcontractor's work under this Agreement.

11.9. Any modification or variation from the insurance requirements in this Agreement will be made by the City, whose decision is final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

12. **INDEMNIFICATION.**

12.1. USTA shall protect, indemnify and hold the City, its agents, representatives, officers, directors, elected and appointed officials, and employees harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or asserted against the City, its agents, representatives, officers, directors, elected or appointed officials, and employees, by reason of any of the following (unless resulting from negligent or intentional actions of the City, its agents, representatives, officers, directors, elected and appointed officials, or employees): (a) any use, nonuse or condition of the Licensed Area, any City property related to the Tournaments, or any other property used related to the Tournaments, including but not limited to, property owned by the Dysart Unified School District; (b) any accident, injury to or death of persons (including workmen) or loss of or damage to property occurring on or about the Licensed Area, any City property related to the Tournaments, or any other property used related to the Tournaments, including but not limited to, property owned by the Dysart Unified School District; (c) any failure on the part of USTA to perform or comply with any of the terms of this Agreement; (d) performance of any labor or services or the furnishing of any materials or other property with respect to the Licensed Area, any City property related to the Tournaments or any part thereof, or any other property used related to the Tournaments, including but not limited to, property owned by the Dysart Unified School District; (e) any failure on the part of USTA to comply with any of the matters set forth herein; or (f) the negligent or willful acts or omissions of USTA, its agents, representatives, employees, subcontractors, and/or USTA's Permittees.

12.2. In the event the City, its agents, representatives, officers, directors, elected and appointed officials, and employees should be made a defendant in any action, suit or proceeding brought by reason of any of the occurrences described in this Section, USTA shall at its own expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by USTA and reasonably approved by the City. If any such action, suit or proceeding should result in a final judgment against the City, USTA shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of USTA under this Section arising by reason of any such occurrence taking place while this Agreement is in effect shall survive any termination or other form of cancellation of this Agreement.

12.3. Except for any responsibility alleged or allocated to the City by reason of its failure to enforce the terms of this Agreement, the City shall protect, indemnify and hold USTA harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action,

costs and expenses (including reasonable attorney's fees and expenses) imposed upon or asserted against USTA by reason of the negligent or intentional actions of the City, its agents, representatives, officers, directors, elected and appointed officials, or employees.

12.4. In the event USTA should be made a defendant in any action, suit or proceeding brought by reason of the negligent or intentional actions of the City, its agents, representatives, officers, directors, elected and appointed officials, or employees, the City shall at its own expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the City. Except to the extent of negligent or intentional actions of USTA, its agents, representatives, officers, directors, or employees, if any such action, suit or proceeding should result in a final judgment against USTA, the City shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of the City under this Section 12 arising by reason of any such occurrence taking place while this Agreement is in effect shall survive any termination or other form of cancellation of this Agreement.

12.5. Notwithstanding the obligations imposed upon the City, its agents, representatives, officers, directors, elected and appointed officials, and employees shall not be required to protect, defend, indemnify, satisfy any judgment or hold USTA harmless for any negligence imputed against the City, its agents, representatives, officers, directors, elected and appointed officials, and employees by operation of law as a result of the action or nonaction of USTA, its agents, servants, employees, directors, representatives, officials, customers, vendors, guests, licensees or invitees on the Licensed Area.

13. **FIXTURES; PERSONAL PROPERTY; SURRENDER OF LICENSED AREA.**

13.1. All trade fixtures installed by USTA, movable furniture that is not permanently affixed to the Licensed Area, and personal property shall remain the property of USTA, with the exception of items paid for by the City or loaned by the City to USTA for its use on the Licensed Area.

13.2. USTA shall remove its trade fixtures, movable furniture, and personal property from the Licensed Area not later than the expiration of the Term or earlier termination of this Agreement. USTA shall promptly repair any damage that may occur to the Licensed Area due to removal of its trade fixtures and personal property.

13.3. Notwithstanding the foregoing, USTA shall have no right to remove its trade fixtures, movable furniture, and/or personal property if it is in default under this Agreement, until the default has been resolved to the satisfaction of the City.

13.4. If USTA fails to remove its trade fixtures, movable furniture, and personal property from the Licensed Area upon expiration of the Term or earlier termination of this Agreement, its right to possession shall cease, and the items left shall be deemed abandoned and become property of the City.

13.5. USTA assumes the risk and responsibility for any damage that may occur to its trade fixtures, movable furniture, and personal property during its movement to the Licensed Area and any movement that should occur during the Term.

14. **DEFAULT BY USTA.** Each of the following occurrences shall be an event of default hereunder:

14.1. Default made by USTA of any of the covenants, agreements, conditions, or undertakings herein to be kept, observed and performed by USTA that continues for forty-eight (48) hours after written notice is given by City of such failure or such additional time as may be necessary to cure such failure as long as USTA commenced the cure within forty-eight (48) hours after written notice is given by the City and thereafter diligently prosecutes such cure to completion;

14.2. If USTA should voluntarily file any petition, or have an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided however, that USTA shall not remain in default if it continues to comply with all other terms and conditions of this Agreement;

14.3. If a trustee or receiver shall be appointed for USTA or for a major portion of its property;

14.4. If any court shall have taken jurisdiction of a major portion of the property of USTA in any involuntary proceeding for dissolution, liquidation or winding up of USTA and such jurisdiction shall not be relinquished or vacated within sixty (60) calendar days; or

14.5. If USTA makes an assignment for the benefit of its creditors.

15. **RIGHT OF TERMINATION.**

15.1. Upon the occurrence of any default and at any time thereafter, the City shall have the right, at its election, with or without reentry, to give written notice to USTA stating that this Agreement shall terminate on the date specified by such notice, and upon the date specified in such notice this Agreement and all rights of USTA hereunder shall terminate.

15.2. USTA shall pay upon written demand by the City those costs incurred by the City in reentering the Licensed Area or terminating this Agreement and shall reimburse the City the cost of repairing any damage to the Licensed Area. USTA shall pay the sum or sums so paid by the City within ten (10) business days of the City's provision of an itemized list of all damage with the cost to repair for each item.

15.3. In the event of any breach by USTA of any of the terms, covenants, or agreements contained in this Agreement, the City shall have, in addition to any specific remedies provided in this Agreement, the right to invoke any right or remedy allowed by law or in equity or by statute or otherwise, including the right to enjoin such breach.

15.4. Each right and remedy of the City provided for in this Agreement shall be cumulative and in addition to every other right or remedy provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or beginning of the exercise by the City of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

16. **DISPUTES; CHOICE OF LAW.**

16.1. This Agreement shall be governed and construed in accordance with the laws of the state of Arizona, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in the County of Maricopa, Arizona, in any action, suit, or other proceeding arising out of or relating to this Agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise. Should any dispute arise between the Parties, the Parties agree to discuss the issues and make good faith efforts to resolve the dispute informally.

16.2. Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of Maricopa County, Arizona (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona if, and only if, the Maricopa County Superior Court lacks or declines jurisdiction over such action).

17. **MISCELLANEOUS.**

17.1. USTA covenants that it is a valid and existing non-profit corporation under the laws of the State of New York, and that it has full right and authority to enter into this Agreement.

17.2. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and USTA.

17.3. No failure by the City or USTA to insist upon the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, nor the respective rights of the City or USTA with respect to any other then existing or subsequent breach.

17.4. Except as otherwise expressly permitted in this Agreement, all notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given: (i) within (1) day after the same has been mailed by electronic mail; (ii) within three (3) days after the same has been mailed by registered or certified mail, postage prepaid; or (iii) within two (2) days after delivery by a nationally recognized overnight courier service (e.g., UPS, Federal Express) or personally delivered to the respective Party, at the address shown below:

To USTA:	United States Tennis Association Incorporated Attn: General Counsel 2500 Westchester Avenue, Suite 411 Purchase, NY 10577 Email: rachel.booth@usta.com
With Copy to:	USTA National Campus Attn: Senior Director, Play and Competition 10000 USTA Boulevard Orlando, FL 32827 Email: matt.barnhart@usta.com
To the City:	City of Surprise Attn: Sports and Tourism Director 16000 North Civic Center Plaza Surprise, AZ 85374 Email: Kendra.pettis@surpriseaz.gov
With Copy to:	Surprise City Attorney's Office 16000 North Civic Center Plaza Surprise, AZ 85374 Email: Hobie.wingard@surpriseaz.gov

or at such other address as either Party shall from time to time designate in writing to the other.

17.5. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

17.6. Except as otherwise expressly provided herein, any consent or approval required in this Agreement shall not be unreasonably withheld or delayed.

17.7. This is a license agreement. This Agreement shall not be construed as creating a joint venture, partnership or any other cooperative or joint arrangement between the City and USTA, and it shall be construed strictly in accordance with its terms and conditions. Nothing contained herein is intended to confer a benefit upon any third parties.

17.8. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

17.9. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

17.10. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38- 511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement subject.

17.11. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, USTA acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, USTA understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by USTA, the City agrees to provide USTA with notice of that request. Within ten (10) days of such notice, USTA must inform the City in writing of any objection by USTA to the disclosure of the requested information. Failure by USTA to object timely will waive USTA's ability to object under this section and will waive any remedy against the City for disclosure. In the event USTA objects to disclosure within the time specified, USTA agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. Furthermore, USTA agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City. This provision will survive the termination of this Agreement.

17.12. USTA warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). USTA acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

17.13. Except for payment for sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other

public health crisis, including without limitation, quarantine or other employee restrictions; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure notifies the other party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. City may also reschedule or cancel the portion of USTA's scheduled use of the Licensed Area (or any other property subject to this Agreement) affected by such force majeure event with at least forty-eight (48) hours' written notice to USTA, and City shall not be deemed in breach or attempted breach of this Agreement. Notice under this section may be made by email to USTA and shall be deemed received upon delivery. City shall return any and all Fees (as indicated under Section 2 above) for any cancelled portion of USTA's scheduled use of the Licensed Area (or any other property subject to this Agreement). Force majeure will not include the following occurrences:

17.13.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

17.13.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this section.

17.14. Any delay or nonperformance of any provision of or obligation under this Agreement caused by a federal, state, and/or local directive, order, or similar requirements, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this License, provided that City has provided USTA with at least forty-eight (48) hours' written notice of such delay or nonperformance. Additionally, City may terminate this Agreement under this section with at least forty-eight (48) hours' written notice to USTA and shall return any and all Fees as indicated within Section 2 above. City may also reschedule or cancel USTA's scheduled use of the Licensed Area (or any other property subject to this Agreement) under this section with at least forty-eight (48) hours' written notice to USTA. Notice under this section may be made by email to USTA and shall be deemed received upon delivery.

17.14.1. Notwithstanding the foregoing in section 17.14, if a federal, state, and/or local directive, order, or similar requirement is issued forty-eight (48) hours or less before the beginning of USTA's scheduled use of the Licensed Area (or any other property subject to this Agreement) or is issued during USTA's scheduled use of the Licensed Area (or any other property subject to this Agreement), City may: (i) immediately terminate this License, or (ii) cancel or reschedule USTA's use of the Licensed Area (or any other property subject to this Agreement), in City's sole discretion. Any delay or nonperformance of any provision of or obligation under this Agreement, termination of this Agreement, or cancellation or rescheduling of USTA's scheduled use of the Licensed Area (or any other property subject to this Agreement), caused by such federal, state, and/or local directive, order, or similar requirements, under the circumstances stated in this subsection 7.14.1, shall not constitute a breach of this Agreement. Any and all Fees (as indicated within Section 2 above) paid by USTA shall be returned in the event of cancellation prior to the beginning of USTA's scheduled use of the Licensed Area (or any other property subject to this Agreement); however, in the event of cancellation after the USTA's use of the Licensed Area (or any other property subject to this Agreement) has begun, City shall refund Fees less any actual cost

incurred by the City. Notice under this section may be made by email to USTA and shall be deemed received upon delivery.

17.15. USTA hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. USTA hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

17.16. The provisions of this Agreement are severable. To the extent that any provision is held to be invalid by a court of competent jurisdiction, such holding will not affect any other provision of the Agreement which may remain in effect without the invalid provision.

17.17. The headings in this Agreement are for convenience only, and will not be used to modify, limit, or extend any provision.

17.18. This Agreement represents the entire agreement of the parties with respect to its subject matter. All previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date the last party signs.

"CITY"

City of Surprise, an Arizona municipal corporation

By: _____

Printed Name: Kendra Pettis

Title: Sports & Tourism Director

Date: 3·31·25

"USTA"

United States Tennis Association Incorporated

Matt Barnhart
Sr. Director, Play & Competition
April 01, 2025 18:05 ET
IP: 50.230.202.98

APPROVED AS TO FORM:

By: _____

Hobie Wingard
City Attorney's Office
hobie.wingard@surpriseaz.gov

EXHIBITS
TO
FACILITY USE LICENSE AGREEMENT
BETWEEN
THE CITY OF SURPRISE, ARIZONA
AND
UNITED STATES TENNIS ASSOCIATION INCORPORATED
[Schedule]

See following pages.

EXHIBIT A

Tennis Courts to be provided by the City to USTA under this Agreement.

DATE	NUMBER OF COURTS	HOURS
October 9, 2025	Center Court for Tournament #1 Player Social	5:00 pm - 7:00 pm
October 10 - 12, 2025	25 Courts for Tournament Play	7:00 am – end of matchplay
October 16, 2025	Center Court for Tournament #2 Player Social	5:00 pm - 7:00 pm
October 17 – 19, 2025	25 Courts for Tournament Play	7:00 am – end of matchplay
October 23, 2025	Center Court for Tournament #3 Player Social	5:00 pm - 7:00 pm
October 24 - 26, 2025	25 Courts for Tournament Play	7:00 am – end of matchplay
November 6, 2025	Center Court for Tournament #4 Player Social	5:00 pm - 7:00 pm
November 7 - 9, 2025	25 Courts for Tournament Play	7:00 am – end of matchplay

**Subject to the terms and conditions of this Agreement, including but not limited to, the conditions set forth in Section 3.*

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Kendra Pettis, DIR - SPORTS/TOURISM

Submitting Department: Sports and Tourism

District: Citywide

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $50,000 and amending the Contract Awarding Authority List to support partnering on two events with Flying E Ranch; Resolution #2025-57.

Motion:

I move to approve Resolution #2025-57.

Background:

Flying E Ranch hosts a number of events in Wickenburg annually, including the Party in the Desert festival, multiple concerts, and themed events. They are interested in expanding their reach by hosting two events in the City of Surprise in May 2025. The La Finikera Fest is a festival that celebrates Hispanic culture with music, food, artists, and fun for the whole family and will be held at the Mark Coronado Park on May 2-3. The Chris Janson concert will be held on May 17 at the Surprise Stadium and will also include special guests Neal McCoy and David Lee Murphy.

Objective Analysis:

The objective of supporting these two events through the Tourism Fund aligns with the Council and Tourism Strategic plans to partner with event partners to bring new events to Surprise to offer entertainment opportunities for residents and attract visitors to the City, generating a positive economic impact for the community.

Policy Compliant:

This item is compliant with City policies.

Financial Impact:

This action will allow for the expenditure of up to $50,000 from the Tourism Fund, which will be paid on a reimbursement basis, for tourism activity associated with the La Finikera Fest and Chris Janson concert events.

Budget Impact:

This action will allow for the movement of budget authority in the amount of $50,000 from General Contingency to project N59090 within the Tourism Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure limit.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-57 Flying E Ranch Budget Amendment
2. Desert Entertainment_Flying E Ranch Tourism Fund Request
3. Complete_with_Docusign_2025_Flying_E_Ranch_J

RESOLUTION # 2025-57

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET IN THE AMOUNT OF $50,000 FROM GENERAL CONTINGENCY TO PROJECT N59090 IN THE TOURISM FUND AND AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDING AUTHORITY LIST BY ADDING $50,000 TO PARTNER WITH FLYING E RANCH ON TWO EVENTS.

WHEREAS, the FY2025 City of Surprise Comprehensive Financial Management Policies ("Policy"), were adopted by Council Resolution #2024-94 on June 4, 2024;

WHEREAS, pursuant to the Policy, the City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging, of which one percent (1.00%) is recorded in the General Fund and the remaining three and fifty-two hundredths percent (3.52%) is recorded in the City's Tourism Fund to be used for promoting tourism;

WHEREAS, of the amount recorded in the Tourism Fund, the Mayor and Council designated that seventy-five percent (75%) be spent on sports tourism facility development and improvement, while twenty-five percent (25%) be spent on marketing, studies and special events;

WHEREAS, on December 3, 2019, the Mayor and Council adopted a "Strategic Plan" seeking to attract visitors to the City with new and enhanced event and entertainment opportunities;

WHEREAS, on April 23, 2025, pursuant to the Policy and the Strategic Plan, the Tourism Fund Subcommittee recommended to approve the allocation of tourism funds not to exceed $50,000 for the purpose of partnering with the Flying E Ranch to host two events (La Finikera Fest and the Chris Janson concert);

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; and

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

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

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

Section 2. That the statements and schedules attached as Exhibit B and incorporated by reference are adopted, amending the Fiscal Year 2025 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2024, through June 30, 2025.

APPROVED AND ADOPTED this _____day of _____, 2025.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, Acting City Attorney

RESOLUTION # 2025-57
Exhibit A

1. Appropriation- The allocations below represent a movement of budget authority in the amount of $50,000 from General Contingency to project N59090 within the Tourism Fund to establish a budget for the Flying E Ranch Events. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Tourism	Sports and Tourism	#N59090 Flying E Ranch_Tourism Fund	E	-	50,000	50,000
Tourism	Sports and Tourism	#N59090 Flying E Ranch_Tourism Fund	R	-	11,300	11,300
Contingency	General Operations	Contingency	E	81,655,600	(50,000)	81,605,600
Contingency	General Operations	Other	R	76,952,900	(11,300)	76,941,600
			Expense Total	**81,655,600**	**-**	**81,655,600**
			Revenue Total	**76,952,900**	**-**	**76,952,900**

RESOLUTION # 2025-57
Exhibit B

1. Contract Awarding Authority List – Council approved $50,000 to be added to the Fiscal Year 2025 Contract Awarding Authority List for the Flying E Ranch events.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25296	Flying E Ranch Events	-	$50,000	$50,000

SURPRISE
ARIZONA

FLYING E RANCH / DESERT ENTERTAINMENT TOURISM FUND REQUEST

City Council Meeting
May 20, 2025

BACKGROUND

- Flying E Ranch hosts a number of events in Wickenburg annually including Party in the Desert, multiple concerts and themed events.
- They are hosting two events in Surprise in May:
  - May 2 & 3 – La Finikera Fest
  - May 17 – Chris Janson Concert

LA FINIKERA FEST

- Produced by Flying E Ranch & Desert Entertainment
- 2 Day Event at Mark Coronado Park – May 2 & 3, 2025
- Festival that celebrates Hispanic culture with music, food, artists and fun for the whole family
  - Multiple genres of music (Regional Mexicano, Cumbia & Mariachi), Car Show, Food Trucks and Artisan vendors
- Hosted at Flying E Ranch in 2024 = 2,000 in attendance
- 2025 Estimated Attendance = 5,000+
- 2025 Estimated Room Nights = 100+

CHRIS JANSON CONCERT

- Produced by Flying E Ranch
- Surprise Stadium – May 17, 2025
- Country concert featuring:
  - Chris Janson, Neal McCoy, David Lee Murphy
- Estimated Attendance = 5,000+
- Estimated room nights = 100+

Event Partnership Alignment

COUNCIL STRATEGIC PLAN

- **Strategy 3.8**
  - Leverage new opportunities to attract visitors and engage residents with enhanced event and entertainment opportunities

TOURISM STRATEGIC PLAN

- **Focus Area 1: Events and Entertainment**
  - Utilize the Tourism Fund to attract professional event partners
  - Work with third parties to add event and entertainment opportunities to build and promote year-round tourism activity
  - Increase tourism related room nights

TOURISM FUND GUIDELINES

Category 1: Surprise Hotel Nights Generated	
100-300 room nights	Up to $2500
301-599 room nights	Up to $5000
600+ room nights	$5000+
Category 2: Attendance	
1,000-3,000	Up to $2500
3,001-5,000	Up to $5000
5,000+	$5000+
Category 3: Event Days	
1 day	Up to $2500
2 days	Up to $5000
3 days	$5000+
Category 4: Seasonality (bonus for events between May-September)	
1 day	Up to $2500
2 days	Up to $5000
3 days	$5000+
Category 5: Operating Budget	
Based off of submitted budget	Up to 50% of total projected expenditure budget

- Subcommittee and Council approved reimbursement categories and guidelines for Tourism Fund requests

TOURISM FUND REQUEST

Performance Based Reimbursement Program for both events:

- **Category 1 (Hotel Nights)**
  - $2,500 for every 100 hotel room nights verified in relation to La Finikera Fest and Chris Janson Concert
- **Category 2 (Attendance per event):**
  - $2,500 for 1,000+ in attendance
  - $5,000 for 3,000+ in attendance
  - $7,500 for 5,000+ in attendance
  - $10,000 for 7,500+ in attendance
- **Category 3 (Event Days):**
  - $2,500 for each event day (3 days total = $7,500)
- **Category 4 (Seasonality – events between May-September):**
  - $2,500 for each event day (3 days total = $7,500)

TOURISM FUND REQUEST

- Not to exceed $50,000 total for both events in FY2025

- Can be used to reimburse:
  - Facility Use Fees
  - Event Marketing (must include “Surprise, Arizona” in any form of marketing to be considered for reimbursements)

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

Docusign Envelope ID: D7F4887F-BCF2-4F3C-9624-B41BBF2FE59B

THE CITY OF SURPRISE, ARIZONA
16000 North Civic Center Plaza, Surprise, AZ 85374

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement ("License") is entered by and between the City of Surprise, Arizona, an Arizona municipal corporation ("City"), and Flying E Ranch Holding LLC ("Licensee"), collectively referred to as the "parties" and each individually as a "party." The parties hereby agree as follows:

1. LICENSE

1.1. License. City owns property commonly referred to as the "Surprise Recreation Campus," generally located east and west of Bullard Avenue, between Greenway Road and Paradise Lane, in Surprise, Arizona, including the Surprise Stadium, the Texas Rangers' and Kansas City Royals' Practice Fields, Mark Coronado Park, the Surprise Tennis and Racquet Complex, and the Surprise Pickleball Courts ("Property"). City hereby grants to Licensee a nonexclusive, revocable, terminable at will, license to use a portion of the Property as described in **Exhibit A** ("Licensed Area"), herein incorporated by this reference, only for the purposes described in section 1.2. The License only includes the Licensed Area and does not include any surrounding or adjacent properties or areas or other portions of the Property. Additionally, this License is only for the dates described in the **Exhibit B** Special Terms and Conditions, herein incorporated by this reference.

1.2. Purpose. Licensee may only use the Licensed Area for the sole purpose of Concert.

1.3. Term. This License shall be effective from the date that this License is fully executed by all parties ("Effective Date") and shall continue until May 18, 2025, unless terminated earlier in accordance with the terms of this License.

1.4. Fees. Licensee shall pay City at the rates described in **Exhibit C** Fee Schedule, herein incorporated by this reference, for use of the Licensed Area and any related fees described therein. Such Fee Schedule will include an estimate of Licensee's expenses for its use of the Licensed Area and related expenses. Licensee shall pay the actual remaining balance of the total fees within thirty (30) calendar days after Licensee's use. City may unilaterally amend Exhibit C in writing to reflect Licensee's actual use and related expenses.

1.4.1. Notwithstanding the foregoing, Licensee shall be responsible for any fees actually incurred for use of the Licensed Area (any time actually used) and for any related services as a result of such use or intended use (e.g. any fees for lighting or personnel on the days actually used). Additionally, Licensee will responsible for any next day cleaning that was required based on Licensee's use. For example, if Licensee cancels its scheduled use (which was scheduled for the following day), Licensee shall pay for the cost of the cleaning the Licensed Area the next day, regardless that the Licensed Area was not used that next day.

1.4.2. All fees described in the Fee Schedule shall be paid to City within thirty (30) days following the end of the month during which each use period occurred.

By way of example only, if Licensee uses the Licensed Area during week 1 of October and again during the last week of October, Licensee would make a single payment within 30 days following the end of October (by November 30).

1.4.3. If Licensee fails to pay all fees invoiced by City within the deadlines established under section 1.4.4, City may assess an additional five percent (5%) late fee of the invoiced amount due for each month that each invoice that is not paid in full.

By way of example only, if Licensee is invoiced for use of the Licensed Area for the month of October and Licensee fails to make full payment by November 30, City may assess an additional 5% late fee of the invoiced amount due for each 30-day period that Licensee fails to make full payment.

1.5. Amendments. This License may only be amended with the written approval of all parties, except as expressly described in this License.

1.6. Assignment. Licensee may not assign or otherwise sublicense this License or any of its interest therein to any other individual or entity, except as approved by City in writing. Any assignee, sublicensee, and/or subcontractor shall be subject to the terms and conditions of this License.

1.7. MLB Activities. City has existing agreements with the Kansas City Royals, the Texas Rangers, and other entities, including and related to Major League Baseball ("MLB Activities"). City cannot guarantee availability of the Licensed Area during Licensee's scheduled use period under this License. City may cancel or change Licensee's scheduled use of the Licensed Area by providing Licensee with at least fourteen (14) calendar days' written notice before such scheduled use if such change is necessitated by or related to any MLB Activities. City will not be deemed in breach or attempting to breach this License for any availability or rescheduling related to this subsection 1.7.

2. TERMINATION; RESCHEDULING; REMEDIES

2.1. Termination by City. In addition to any other termination permitted under this License, City may terminate this License, without further obligation to Licensee, and shall not be liable for any damages whatsoever, and/or reschedule Licensee's use period for any of the following:

2.1.1. Immediately for any reason in City's convenience, as determined by the City in its sole and absolute discretion, with or without cause, upon written notice to Licensee;

2.1.2. Any Default (as defined in section 5) or breach of the terms of this License by Licensee that have not been cured within forty-eight (48) hours of written notice to Lessee of said breach;

2.1.3. Immediately, for any breach of the terms of this License by Licensee where advance notice is not practicable;

2.1.4. Any necessary construction or maintenance of the Licensed Area or other City property that may affect use of the Licensed Area, with at least thirty (30) calendar days' written notice to Licensee; if advance notice is not practicable, City may terminate this License immediately for any necessary construction or maintenance of the Licensed Area or other City property that may affect the use of the Licensed Area;

2.1.5. Any conflict with a City-sponsored event, as determined by City in its sole discretion, with at least thirty (30) calendar days' written notice to Licensee;

2.1.6. Immediately upon notice to Licensee, in case of rain or inclement weather, in City's sole but commercially reasonable discretion to preserve any playing field surface subject to this License;

2.1.7. If Licensed Area is discontinued, removed, or physically changed to accommodate a new purpose, with at least thirty (30) calendar days' written notice.

2.2. Cancellation by Licensee. Licensee may cancel its scheduled use of the Licensed Area as follows:

2.2.1. Any reason, with or without cause, by providing City with at least seven (7) days' written notice; or

2.2.2. If City reschedules or requires a rescheduling of Licensee's scheduled use of the Licensed Area as described in section 2.2, by providing written notice to City at least forty-eight (48) hours after City makes such rescheduling or requirement to reschedule.

2.3. Government Directives. Any delay or nonperformance of any provision of or obligation under this License (including without limitation, making available the Licensed Area for use) caused by a federal, state, and/or local directive, order, or similar requirements, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this License, provided that, to the extent practicable, City has provided Licensee with at least forty-eight (48) hours' written notice of such delay or nonperformance. Additionally, City may terminate this License under this section with at least forty-eight (48) hours' written notice to Licensee and/or reschedule or cancel Licensee's scheduled use of the Licensed Area or any portion thereof with at least forty-eight (48) hours' written notice before such scheduled use. Where 48 hours' notice is not practicable, City may terminate this License immediately.

2.4. Sports Governing Body Directives. Any delay or nonperformance of any provision of or obligation under this License (including without limitation, making available the Licensed Area for use), caused by a sports governing body (including without limitation, any Major League Baseball entity, Major League Baseball Properties, Inc., or Cactus League Baseball Association, Inc.) directive, order, or similar requirement or request, including without limitation, any requests or requirements by such sports government bodies, shall not constitute a breach of this License, provided that, to the extent practicable, City has provided Licensee with at least forty-eight (48) hours' written notice of such delay or nonperformance. Additionally, City may terminate this License under this section with at least forty-eight (48) hours' written notice and/or reschedule or cancel Licensee's scheduled use of the Licensed Area or any portion thereof with at least forty-eight (48) hours' written notice to Licensee before such scheduled use. Where 48 hours' notice is not practicable, City may terminate this License immediately.

2.5. City Remedies; Cumulative Rights. City has the right to exercise any remedy available at law, in equity, or otherwise for any breach or attempted breach of this License by Licensee. Each right and remedy of City provided for in this License shall be cumulative and in addition to every other right or remedy provided for in this License now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or beginning or the exercise by City of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by City of any or all other rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise.

3. USE RESTRICTIONS; CONDITION; MAINTENANCE

3.1. No Interest. This License only creates a non-exclusive, revocable license to use the Licensed Area for the purposes stated in section 1.2. The parties do not intent to create a leasehold estate, a lease, an easement, or any other real property interest in the Licensed Area or other City property. Licensee has no real property interest in the Licensed Area or other City property.

3.2. No Use of Other Property. Licensee shall not, and shall ensure Licensee's Permittees shall not, use any personal or real property owned by any other person or entity other than City.

3.3. Condition. Licensee is responsible for the study and inspection of the Licensed Area and for determining the fitness for use intended by Licensee. City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Licensed Area. Licensee accepts the Licensed Area in "AS-IS" condition, without representation or warranty of any kind by City or its officers, agents, or employees, and subject to all applicable laws governing the use of the Licensed Area for the permitted uses allowed by this License.

3.4. Maintenance. Licensee shall maintain, clean, and repair the Licensed Area as necessary and

at Licensee's cost and expense. Upon termination, Licensee shall return the Licensed Area to City in a condition as good as it was prior to the beginning of this License, except for ordinary wear and tear.

3.5. Damage. Licensee shall be responsible and solely liable for any and all damages and abuse related to Licensee's and/or Licensee's Permittee's use of the Licensed Area, other City property, and/or equipment provided by City.

3.6. Improvements. License shall not make any improvements to the Licensed Area without the prior written approval of City.

3.7. Signs; Affixing. Licensee shall not use or display any signs and/or any form of advertisements in, on, or around the Licensed Area or other City property without City's prior written permission. If Licensee uses or displays any signs and/or advertisements without City's prior written permission, Licensee, at its sole expense, shall remove such signs and/or advertisements within twenty-four (24) hours of a request by City for removal or City may remove such signs and/or advertisements at any time, whichever City deems necessary in its sole discretion. Additionally, Licensee, at its sole expense, shall immediately remove any signs and/or advertisements upon termination of this License or at the end of Licensee's scheduled use period of the Licensed Area, whichever is earlier. Licensee shall repair any damage to the Licensed Area or other City property resulting from any such removal of signs and/or advertisements under this section, at its sole expense. Licensee shall be responsible for maintaining, operating, and replacing, as necessary and at its expense, any approved signage. Additionally, Licensee may not, and shall ensure the Licensee's Permittees not, affix or display any materials, signs, advertisements, and/or other items upon the fixtures, exteriors, walls, or windows of Licensed Area or other City property, without the prior written consent of City.

3.8. Fixtures; Personal Property. Licensee's trade fixtures, movable furniture not permanently affixed to the Licensed Area, and personal property shall remain the property of Licensee, except for items paid for or loaned by City for Licensee's use. Licensee shall promptly remove its property upon termination of this License and repair any damage to the Licensed Area from such removal. If Licensee fails to remove its property before the termination of this License, the property left shall be deemed abandoned and become property of City. Licensee assumes the risk and responsibility for any damage to its trade fixtures, movable furniture, and personal property during movement to, on, and from the Licensed Area during the term of this License.

3.9. Guests. Licensee shall not permit any other person or entity to use or occupy the Licensed Area, except for its agents, customers, coaches, officials, guests, contractors, any tier of subcontractor, sublicensees, employees, competing and third-party teams, and invited persons or entities ("Licensee's Permittees"), and only for the purposes described in subsection 1.2. Licensee is solely liable for any injury or damage to the Licensed Area or other City property caused, directly or indirectly, in whole or in part, by Licensee or its agents, customers, contractors, employees, and invited persons or entities. Additionally, Licensee shall not, and shall ensure that Licensee's Permittees not, use the Licensed Area or any other City property for any of the following: (i) any offensive, noisy, or dangerous trade, business, activity, or occupation; (ii) activity against public policy; or (iii) any material interference with or disturbance of the quiet enjoyment of any other authorized user of the Licensed Area or other City property.

3.10. Common Areas. Any common areas which are held open for public use, including without limitation, bathrooms, hallways, and parking lots, located around the Licensed Area are not licensed to Licensee but are intended for the use, benefit, and enjoyment of all occupants of the Licensed Area. City reserves the right to designate and/or remove all such common areas or any portions thereof at any time, in its sole discretion. City assumes no responsibility or liability of any kind whatsoever from any cause of action with respect to use of these common areas by Licensee or Licensee's Permittees, all of whom shall be deemed to have assumed all

risks or to have released City from all liability in connection with the utilization thereof. Also, City has the right to establish and from time to time change, alter, and amend, and to enforce against all users of any City parking lots, reasonable rules and regulations. Additionally, City may establish such reasonable charges as City deems appropriate for use of any City parking lots.

3.11. Equipment, Personnel, and Setup and Breakdown. Licensee shall be responsible for providing its own equipment, personnel, and any other facilities and/or materials related to the operations of Licensee's business, tournaments, games, and/or other events, including without limitation, setups and breakdowns.

3.12. Concessionaire Rights. City or its designees hold all concessionaire rights under this License. Licensee may not serve, sell, or otherwise provide, or contract or permit others to serve, sell, or otherwise provide, any foods or beverages under this License, without the express written permission of City. Such permission may be subject to third-parties that hold exclusive and/or non-exclusive concessionaire rights for the Surprise Recreation Campus, the Surprise Stadium, and/or any other City property, and those third-parties' approval.

3.13. Enforcement of Laws, Rules, and Regulations. Licensee shall comply with and enforce against Licensee's Permittees: (i) all applicable federal, state, and local laws, rules, regulations, ordinances, resolutions, orders, mandates, and directives (including without limitation, any governmental directives related to the COVID-19 pandemic; (ii) the purchasing and provision of equipment, materials, or goods as required by such directives and at its sole expense, or the hiring of additional personnel for such enforcement at its sole expense); (iii) any rules, regulations, and/or policies of City facilities (including without limitation, the Stadium Food and Beverage Policy and the Stadium Rules and Regulations) or as otherwise required by City staff; (iv) any guidance provided by applicable governmental entities and/or agencies (including without limitation, guidance provided by the Center for Disease Control ("CDC") or the Arizona Department of Health Services ("ADHS")); and (v) any COVID-19 safety plans and/or guidance provided by City. By way of example only, this may include the purchasing and provision of face masks at Licensee's sole expense and where required, enforcement of social distancing requirements, and/or other requirements.

3.14. Ticketing Rights. Licensee shall have and retain all ownership, control, and ticketing rights to all of Licensee's events pursuant to Licensee's use of the Licensed Area. Licensee understands and acknowledges that any event that City owns, controls, or has obtained ticketing rights to, shall require the use of City's then-current ticketing system contractor (Tickets.com, Inc.). However, where Licensee has and retains all such ownership, control, and ticketing rights to its events under this License, Licensee may retain its own ticketing system contractor.

3.15. Permits. Licensee shall obtain all necessary permits and/or any other authorization from City for use of the Licensed Area, including without limitation, a temporary use permit and/or special event permit (TUP), traffic control permit requirements, Surprise Police Department off duty letters of agreement, and any other requirement document or requirement as required by City for Licensee's use of the Licensed Area.

Select this box if a Temporary Use Permit (TUP) is required: ☐
(to be selected by City staff only)

If Licensee's use under this License requires a TUP issued by City, the approved TUP must be provided to the Sports and Tourism Department at least thirty (30) calendar days prior to Licensee's scheduled use period. Failure to provide such TUP(s) to the Department within the time identified will result in cancellation of Licensee's scheduled use period that requires the TUP.

4. LIMITATION OF LIABILITY; INDEMNIFICATION; INSURANCE

4.1. Limitation of Liability. Licensee shall not seek, and hereby irrevocably waives, monetary damages, including without limitation, any lost revenue, lost profits, loss of technology, loss of rights or services, loss of data, interruption or loss of use of service, lost opportunity, incidental damages, punitive damages, indirect damages, or special or consequential damages, whether under theory of contract, tort (including without limitation, negligence, strict liability, or otherwise), or in equity, as a consequence of, related to, or arising from this License or its breach. Notwithstanding the foregoing, Licensee may seek any equitable remedy, including injunction or specific performance, or any direct damages capped at the amount paid by Licensee to City for use of the Licensed Area under this License. This section does not waive or affect either party's remedies in cases of fraud or intentional torts.

4.2. Indemnification. To the fullest extent permitted by law, Licensee shall protect, indemnify and hold City and its departments, agencies, boards, commissions, officers, officials, agents, and employees (collectively the "Indemnified Party") harmless for, from, and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions with respect thereof) relate to, arise out of, are caused by, or in connection with: (a) the negligent or willful acts or omissions of Licensee and/or its officers, employees, agents, Licensee's Permittees, or any tier of subcontractor in the work, performance, and/or exercise of this License; (b) any use, nonuse, or condition of the Licensed Area or any other City property; (c) any accident, injury to, or death of any person whatsoever (including without limitation, workmen and Licensee's Permittees) or any loss of or damage to property occurring on or about the Licensed Area or any other City property related to, arising out of, or caused by or in connection with Licensee's or Licensee's Permittees' use of the Licensed Area or any City property; (d) any failure by Licensee to perform or comply with any of the terms or conditions of this License; (e) performance of any labor or services or the furnishing of any materials or other property with respect to the Licensed Area or any other City property; (f) any failure by Licensee to comply with any of the matters set forth herein; (g) the entering into of this License; (h) the negligent or willful acts or omissions of the Indemnified Party; (i) the acts or omissions of any Indemnified Party acting pursuant to or in furtherance of this License; (j) the acts or omissions of Licensee's Permittees, including without limitation, any injury or damage caused, directly or indirectly, in whole or in part, by Licensee's Permittees, including without limitation, its guests and invited persons or entities; (k) the food and/or beverages prepared, handled, served, distributed, and/or sold by Licensee or any of its contractors or subcontractors, including without limitation, any foodborne illnesses; (l) for any alcoholic beverages prepared, handled, served, distributed, and/or sold by Licensee or any of its subcontractors, including without limitation, any damages or injuries (including death); and/or (m) any exposure to or contraction of COVID-19 and any strains, variants, or mutations thereof, the coronavirus that caused COVID-19, and/or any other communicable and/or infectious diseases, viruses, bacteria, or illnesses or the causes thereof, related to, arising from, caused by, or in connection with Licensee's and/or Licensee's Permittees' use of the Licensed Area or any other City property. Additionally, Licensee shall indemnify, defend, and hold the Indemnified Party harmless for any use of any City property by Licensee and/or Licensee's Permittees, including, but not limited to, any use of City property outside of this License and/or related to agreements signed with the individual/entity that holds and/or will hold concessionaire rights for the Surprise Stadium.

4.3. Insurance. Licensee shall at all times, throughout the term of this License, keep the Licensed Area insured against perils in amounts acceptable to City and with insurance carriers duly licensed by the State of Arizona with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to City. Licensee shall ensure that all insurance policies in effect for the

Licensed Area name the City of Surprise and its officers, officials, employees, agents, contractors, subcontractors, and volunteers as additional insureds, including, but not limited to, Licensee's activities and liability arising out of the activities performed by or on behalf of Licensee involving automobiles owned, leased, hired, or borrowed by Licensee. Licensee shall provide certificates of insurance evidencing coverage acceptable to City on or before the Effective Date. All insurance policies under this License must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from activities or work performed by or on behalf of Licensee, and with respect to liability arising out of the activities performed by or on behalf of Licensee involving automobiles owned, leased, hired, or borrowed by Licensee.

4.4. Policy Requirements.

4.4.1. Licensee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

4.4.2. Coverage provided by Licensee may not be limited to the liability assumed under the indemnification provisions of this License.

4.4.3. The "City of Surprise" shall be listed as the Certificate Holder and additional insured on each certificate of insurance for each policy required by this License.

4.4.4. All policies required by this License shall contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from any work, performance, or exercise of this License.

4.4.5. All certificates of insurance for the policies required by this License shall reference this License in the description, e.g. by contract number or some other means.

4.4.6. Licensee shall provide City with all endorsements and a declarations page for each policy, and any amendments or riders in order to verify contractual insurance requirements are being satisfied. All certificates of insurance and endorsements required by this License shall be sent directly to City's Risk Management division. All certificates of insurance and endorsements must be received and approved by City's Risk Management division at least thirty (30) calendar days before the commencement of any work, performance, or exercise of this License. City reserves the right to require complete, certified copies of all insurance policies required by this License at any time. Failure to provide all required certificates of insurance and endorsements to the Risk Management division within the time identified will result in cancellation of Licensee's scheduled use period.

Certificates of insurance and endorsements shall be sent to City's Risk Management division at:

riskmanagement@surpriseaz.gov

16000 North Civic Center Plaza
Surprise, Arizona 85374
Attn: Risk Manager

4.4.7. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this License but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this License or failure to identify any insurance deficiency will not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this License.

4.4.8. Each insurance policy required by this License shall be in effect at or before the

commencement of any work, performance, or exercise of this License and remain in effect for the duration of the work, performance, and/or exercise of this License. Each insurance policy required by this License must provide the required coverage and may not be suspended, voided, canceled, modified, or reduced. Licensee shall provide City with at least thirty (30) calendar days' advanced written notice if the insurance is to be suspended, voided, cancelled, modified, or reduced. Such notice must be sent directly to City's Risk Management division. Failure to maintain the insurance policies as required by this License, or to provide evidence of renewal, is a material breach of contract.

4.5. Minimum Insurance Limits. Licensee shall provide coverage with limits of liability not less than the following. These insurance requirements are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. City in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of the use of the Licensed Area and under this License by Licensee or its agents, representatives, employees, contractors, subcontractors, or volunteers, and Licensee is free to purchase additional insurance.

4.5.1. *Commercial General Liability – Occurrence Form*. The policy shall include bodily injury, property damage, personal injury, spectator liability, and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Each Occurrence $1,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $ 50,000

4.5.2. *Worker's Compensation and Statutory Employers' Liability*. The policy shall include worker's compensation coverage at state statutory minimums.

4.5.3. *Business Automobile Liability*. The policy shall include coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this License.

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

4.5.4. *Liquor Liability*. The policy shall include coverage for liquor liability if any alcoholic beverages will be sold by Licensee in the work, performance, or exercise of this License.

- General Aggregate $1,000,000
- Each Occurrence $1,000,000

4.6. Subcontractor; Sublicensee. Licensee's certificate(s) must include all subcontractors and/or sublicensees (defined as "Sublicensee" for this subsection 4.6) as insureds under its policies or Licensee must furnish to City separate certificates and endorsements for each Sublicensee. All coverage for Sublicensee is subject to the same terms and conditions and minimum requirements identified above. Licensee shall ensure for any Sublicensee policy required under this Licensee and for any policy required by a contract between Licensee and each Sublicensee, the Sublicensee's certificates of insurance shall list the "City of Surprise" as the Certificate Holder and as an additional insured (and any other entities that are required to be listed as such), and shall identify in each certificate of insurance's description: (i) this License by contract number or some other means, and (ii) any subcontract between the Sublicensee and Licensee related to that Sublicensee's work, performance, or exercise of this License.

4.7. Changes to Insurance. Any modification or variation from the insurance requirements in this

License will be made by City, whose decision is final. Such action will not require a formal License amendment, but may be made by administrative action. Notwithstanding the foregoing, City reserves the right to modify these insurance requirements at any time in writing with approval of the City's Risk Manager.

5. DEFAULT

5.1. Default by Licensee. Any of following shall be deemed instances of "Default" by Licensee:

5.1.1. Failure by Licensee of any of the covenants, agreements, conditions, or undertakings herein to be kept, observed, and performed by Licensee that continues for forty-eight (48) hours after written notice is given by City of such failure (or such additional time as may be necessary to cure such failure as long as Licensee commenced the cure within 48 hours after written notice is given by City and thereafter diligently prosecutes such cure to completion);

5.1.2. If Licensee voluntarily files any petition, or has an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided however, that Licensee shall not remain in Default if it continues to comply with all other terms and conditions of this License;

5.1.3. If a trustee or receiver is appointed for Licensee or for a major portion of its property;

5.1.4. If any court takes jurisdiction of a major portion of the property of Licensee in any involuntary proceeding for dissolution, liquidation, or winding up of Licensee and such jurisdiction shall not be relinquished or vacated within sixty (60) calendar days; or

5.2. If Licensee makes an assignment for the benefit of its creditors.

6. MISCELLANEOUS

6.1. Notice. Any notice or other communication required or permitted to be given under this License must be in writing. Except as otherwise expressly permitted in this License, notices will be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or (iv) delivered by facsimile transmission to the number set forth below, by email transmission to the email address set forth below, or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section.

City:
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attn: Sports and Tourism Dept.
Email:

with copy to:
Surprise City Attorney's Office
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Facsimile: 623-222-1101

Licensee:
Flying E Ranch Holding LLC
2801 W Wickenburg Way
Wickenburg, AZ 85390

Notices are deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours

of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party will mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6.2. Applicable Law. This License shall be governed by and construed in accordance with the substantive laws of the State of Arizona without giving effect to the principles of conflict of laws. Any action brought to interpret, enforce, or construe any provision of this License shall be commenced and maintained in a court in Maricopa County, Arizona.

6.3. Permits; Licenses. Licensee shall have all applicable federal, state, and local licenses and permits required for the proposed use of the Licensed Area by Licensee, including without limitation, a City of Surprise business license if required by the Surprise Municipal Code. Licensee is solely responsible and liable for ensuring that it obtains all such required permits and licenses. City may request, and Licensee shall provide to City within twenty-four (24) hours of any such request, any required permit and/or license, but City has no obligation to do so.

6.4. Food, Beverage, and Alcoholic Beverage Permits and Licenses. When applicable, Licensee shall: (i) comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and/or codes related to the handling, preparation, serving, and sale of food, beverages, and/or alcoholic beverages; (ii) shall have all licenses and permits required to handle, prepare, serve, and sell food and beverages and/or handle, prepare, serve, and sell alcoholic beverages, including without limitation, all certifications required under Title 4 of the Arizona Revised Statutes; and (iii) ensure that all persons serving alcoholic beverages pursuant to Licensee's licensed use of the Licensed Area shall be *Training for Intervention ProcedureS* (TIPS) trained (or an equivalent training thereof) and shall provide evidence of such training for all such persons serving alcoholic beverages. If Licensee will be serving alcoholic beverages, Licensee shall ensure that all of its applicable servers, employees, agents, or any other individual under its control (whether contracted or employed) to have received and are then-currently certified (throughout the entire term of the use period of the Licensed Area under this License) under all required alcohol server trainings, as required by federal, state, and/or local laws, rules, regulations, ordinances, and/or codes. Licensee is solely responsible and liable for ensuring that it obtains all such required permits and licenses. City may request, and Licensee shall provide to City within twenty-four (24) hours of any such request, any required permit and/or license, but City has no obligation to do so.

6.5. Compliance with Laws. Licensee shall comply with and ensure that Licensee's Permittees comply with all applicable federal, state, and local laws, rules, regulations, ordinances, orders, mandates, and directives, including without limitation, all relevant health and safety regulations related to the handling of food and/or alcohol and the rules of City facilities.

6.6. Public Records. This License and City are subject to laws pertaining to open and public records, including without limitation, Arizona public record laws under Arizona Revised Statutes (A.R.S.) Title 39 and the Freedom of Information Act (FOIA). Nothing herein shall prevent the release of this License pursuant to a public records request.

6.7. Intellectual Property. Licensee may not use the name or any logo, trademark, copyright, or other intellectual property owned by City without City's prior express written approval. Licensee is solely responsible for obtain any and all applicable copyrights and other intellectual property rights (including, but not limited to, the public performance rights necessary for Licensee's intended use of the Licensed Area). Licensee shall indemnify, defend, and hold the City and its departments, agencies, boards, commissions, officers, officials, agents, and employees harmless, for, from, and against, and third party claims of intellectual property infringement, misappropriation, or misuse.

6.8. Confidentiality. To the fullest extent permitted by law, Licensee shall keep confidential any and all documents, records, or other information resulting from this License or otherwise provided by City, except as described in this License or otherwise approved by City in writing.

6.9. Waiver. No failure by the parties to insist upon the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this License, which shall continue in full force and effect, nor the respective rights of City or Licensee with respect to any other then existing or subsequent breach.

6.10. Relationship. This License shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between City and Licensee.

6.11. Force Majeure. Except for payment for sums due, neither party will be liable to the other nor deemed in default or breach under this License if and to the extent that such party's performance of this License is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure notifies the other party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this License.

6.12. No Creation of Encumbrances. Licensee shall have no authority to do any act or make any contract that may create or be the basis for any lien, mortgage, or other encumbrance upon any interest of City in the real property that includes the Licensed Area.

6.13. Representation. Licensee represents that that it is a valid and existing Corporation under the laws of the State of Arizona, and that it has full right and authority to enter into this License.

6.14. Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Licensee acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this License subject to penalties up to and including termination of this License, and that City retains the legal right to inspect the papers of any employee who works on the License to ensure compliance with this warranty.

6.15. Compliance with A.R.S. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this License, a boycott of Israel in accordance with A.R.S. § 35-393.01. Licensee hereby agrees to indemnify and hold harmless City, its agents, and employees from any claims or causes of action relating to City's action based upon reliance upon this representation, including the payment of all costs and attorney fees uncured by City in defending such an action.

6.16. Conflicts of Interest. This License is subject to A.R.S. § 38-511, and may be terminated in accordance therewith.

6.17. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this License or on account of any breach or default hereof, the

prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

6.18. Conflicting Terms. In the event of a conflict between this License and any Exhibits, the terms of this License will govern. No external terms or conditions apply to Licensee's use of the Licensed Area, except as expressly stated in this License.

6.19. Counterparts. This License may be executed in one or more counterparts, and each originally executed duplicate counterpart of this License shall be deemed to possess the full force and effect of the original.

6.20. Severability. If any provision of this License is held invalid by a court of competent jurisdiction, such holding will not affect any other provision of the License which may remain in effect without the invalid provision.

6.21. Entire Agreement. This License represents the entire agreement of the parties. All previous agreements entered into prior to this License are hereby revoked and superseded by this License. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth in this License. This License will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the License. The headings in this License are for convenience only, and will not be used to modify, limit, or extend any provision. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this License.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date this License is fully executed by all parties.

CITY
City of Surprise

By: DocuSigned by: Kendra Pettis 4F7AC2B7326447C...

Printed Name: Kendra Pettis

Title: Sports and Tourism Director

Date: 5/6/2025 | 18:21 PM MST

LICENSEE
Flying E Ranch Holding LLC

By: Signed by: Angie Freeman F7E2BA5D7A3148C...

Printed Name: Angie Freeman

Title: General Manager

Date: 5/6/2025 | 17:37 PM MST

Signature from Procurement Division: Not Required ☐ Required ☐

By: _____

Printed Name: Christine Fredrickson

Title: Procurement Manager

Date: _____

APPROVED AS TO FORM:

By: Signed by: Hobie Wingard A12F9D7EBE7A43B...
City Attorney's Office

EXHIBIT A – Licensed Area

The Licensed Area includes only the following areas of the Property:

Mark Coronado Park

The following map is for reference only and shall not be interpretted to show the exact Licensed Area. City reserves the right to further define such licensed usage areas.

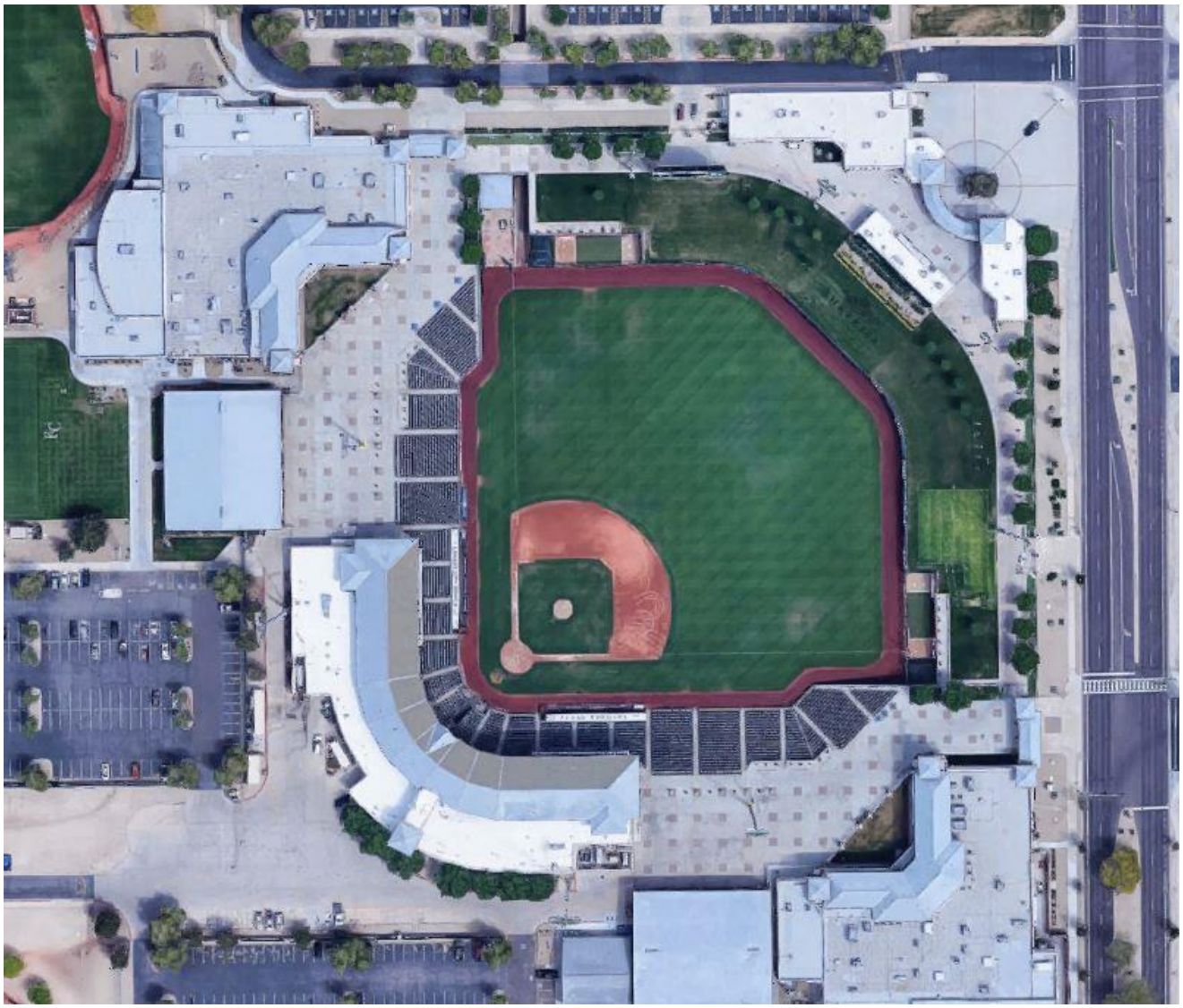


EXHIBIT B – Special Terms and Conditions

Schedule: Licensee's scheduled use (dates/times) of the Licensed Area is as follows:

Friday May 16th Setup date

Saturday May 17th, 2025 Event Date

Additional Responsibilities: Licensee shall also be responsible for all of the following:

-All security related operations and event support
-Entertainment Coordination
-All setup and teardown of event equipment
-Traffic control plan as required by public safety
-Sourcing parking control personnel
-Stadium field must be protected as agreed to by stadium staff. Licensee is responsible for sourcing and procuring the necessary supplies.
- LD Rolls for field protection during setup/teardown of stage
-Plywood used as directed on infield dirt, protecting irrigation mainline, and field cutouts
-Approximately 7,500 sq feet of turf protection shall be provided on stadium infield if general public will be allowed access to field
-Any and all cost associated with repairing of damage to the field as a result of use period

By way of example only:

- *Obtaining all medical standby personnel necessary for Licensee's use of the Licensed Area, at Licensee's sole expense;*
- *Obtaining all referees for Licensee's use of the Licensed Area, at Licensee's sole expense.*

EXHIBIT C – Fee Schedule per event

Campus Location	Staff/Equipment	Unit Cost/If Applicable	Sub-Total
Surprise Stadium		$2000 per day For on field concert setup	**$4000 Based on 1 day setup and 1 event day**
Visitors Locker Room		$250/day	**$250 Based on 1 day event**
Grounds crew	2	$25/hr	**$500 Based on 20 hours staff time for setup/teardown**
Campus Staff	4	$20/hr per staff	**$1000 Based on 50 hours total staff time**
Event Porters	4	$25/hr per staff	**$500 Based on 20 hours staff time**
Field Lighting		$135/hr	**$945 Based on 7 hours of lights**
Stadium Cleaning		$2500	**$2500 Based on 3501-6500 in attendance**
Fire EMS Staffing		$80/hr per staff	**$1080 Based on total of 12 hours staff time**
Administration Fee		$500	**$500**

Total Estimated Fees	**$11,275**

Please note that Police Department staffing are not included in this estimate. PD services will be secured as follows. Number of staff is dependent on security plan of event host

Public safety staffing rates are detailed below as of April 24,2025

Total Hourly Billable Rates

- **Traffic/Security:** $78.75
- **Supervisor:** $84.37
- **Emergency:** $90.00 (Emergency rates apply when a request is received less than 48 hours prior to the start of the shift.)

- **Holiday:** $101.25 (Holiday rate will apply from midnight to midnight on the following days: New Year's Eve, New Year's Day, Dr. Martin Luther King Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.)
- **Special Event:** Contact for Rate. (Special events include large-scale events like the Super Bowl, Professional Golfers Association (PGA) tournaments, etc.)
- **Vehicle Rate:** $7.88

Additional Rules

- Four hour minimum per request
- A supervisor is required for requests of four or more officers. The fourth officer will be the supervisor.
- All off-duty jobs will automatically assess an additional 30-minute charge to account for equipment retrieval fees (use of body cameras and retrieval of vehicles when used)
- All vendor requested rate increases are approved.

Officers can be obtained through https://surpriseaz.gov/992/Hiring-an-Off-Duty-Officer

If any other equipment or staff are deemed necessary for this facility rental these items will be charged as follows:

Stadium Videoboard- $50/hr Staffing for operation will be charged separately at $30/hr

Any and all cost associated with repairing of damage to the field as a result of use period will be the responsibility of licensee

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025
Submitting Department: Economic Development
Staff Recommendations:

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to the award of the Education Subcommittee Youth Scholarship Program.

Motion:
I move to approve the recommended Youth Scholarship recipients and dollar amounts.

Background:
The Education Subcommittee was created to identify education initiatives and opportunities that support exceptional learning environments to develop a community dedicated to developing skills to build a qualified workforce. The subcommittee created the Surprise Youth Scholarship Program, a scholarship opportunity designed to assist outstanding Surprise students who are planning to attend an accredited college, university, or trade school on a full-time basis in the 2025-2026 scholastic year. Upon approval, awards ranging from $1,000 - $5,000 will be paid directly to the students' chosen educational institution for the upcoming school year as long as they are enrolled as full-time students.

Objective Analysis:
To provide an opportunity for Surprise students to receive a scholarship to aid in costs associated with attending a four-year university, a junior college, or a trade school.

Policy Compliant:
This item is consistent with City and Council Policy.

Financial Impact:
If approved, costs associated with this program will not exceed $20,000.

Budget Impact:
Funds for this program have been approved by the Surprise City Council as part of the FY25 Budget.

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

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025

Contact Person: Eric Boyles, Director - Transportation

Submitting Department: Transportation

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Transportation Master Plan City Council Kickoff

Motion:

For Information Only.

Background:

The City is in the process of the development of its first ever Transportation Master Plan. This plan will address all transportation modes in Surprise, including vehicular, non-motorized (including bicycle and pedestrian) and transit. This will provide the city with direction on specific improvements to enhance the ability of residents and visitors to navigate the community efficiently and safely. The plan will specify policies, projects and programs necessary to improve the community's transportation systems. It will address transportation needs relative to the existing and future land use pattern in the city to support economic development and enhance the quality of life for the city's residents, businesses and visitors.

Objective Analysis:

The Transportation Master Plan will be the guiding document for the development of the city's transportation network. It will establish a prioritized list of infrastructure investments for the city and possible funding sources for those investments. The TMP will also act as the guiding document as new development comes into the city and help with the preservation of future right-of-way.

Policy Compliant:

This item is compliant with City and City Council policies.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

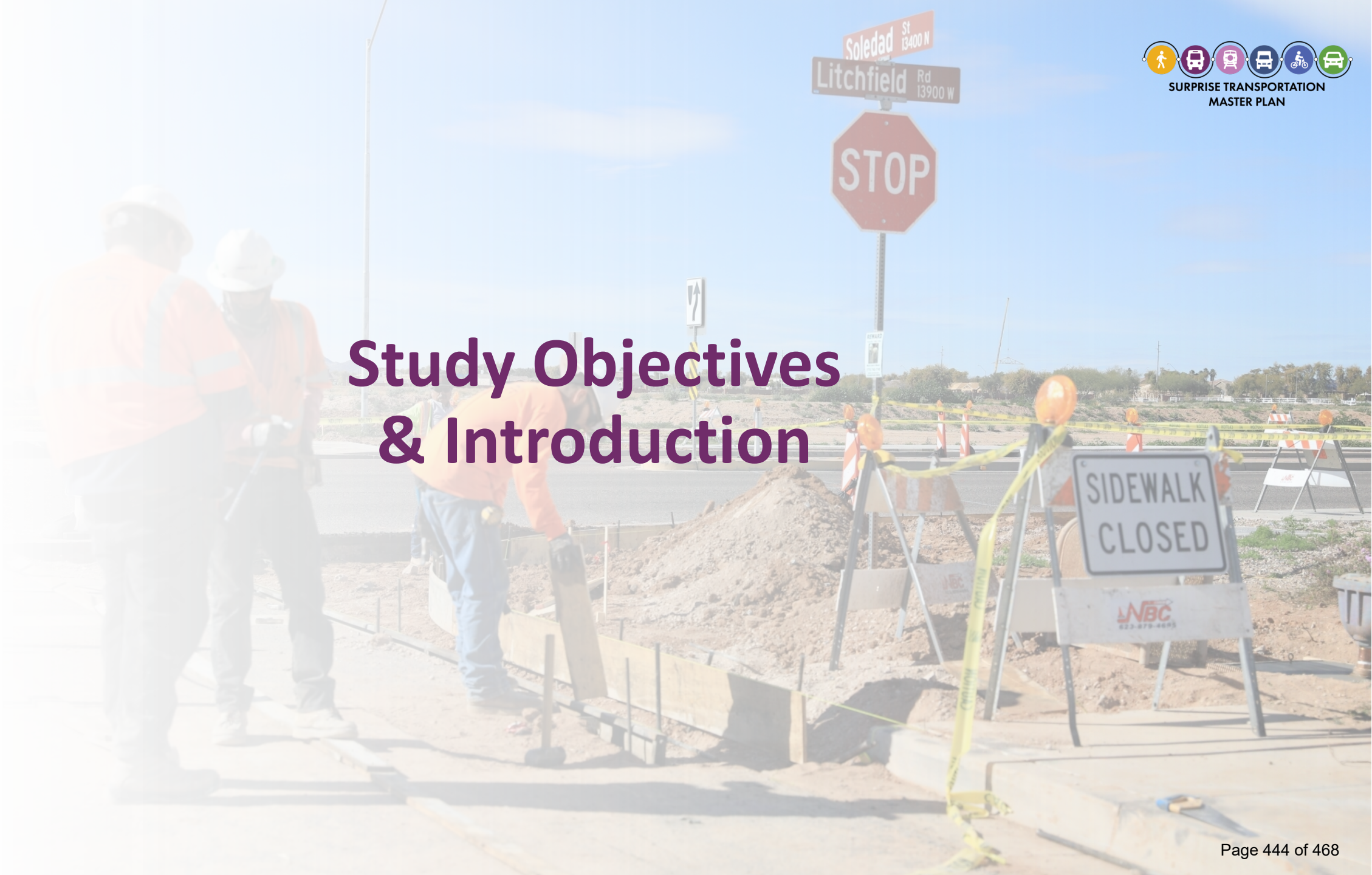
1. Council Briefing #1 5.20.25

SURPRISE TRANSPORTATION MASTER PLAN

City of Surprise Transportation Master Plan

City Council Project Briefing

May 20, 2025



Study Objectives & Introduction

Study Objective

SURPRISE TRANSPORTATION MASTER PLAN

This City's first ever Transportation Master Plan (TMP) will:

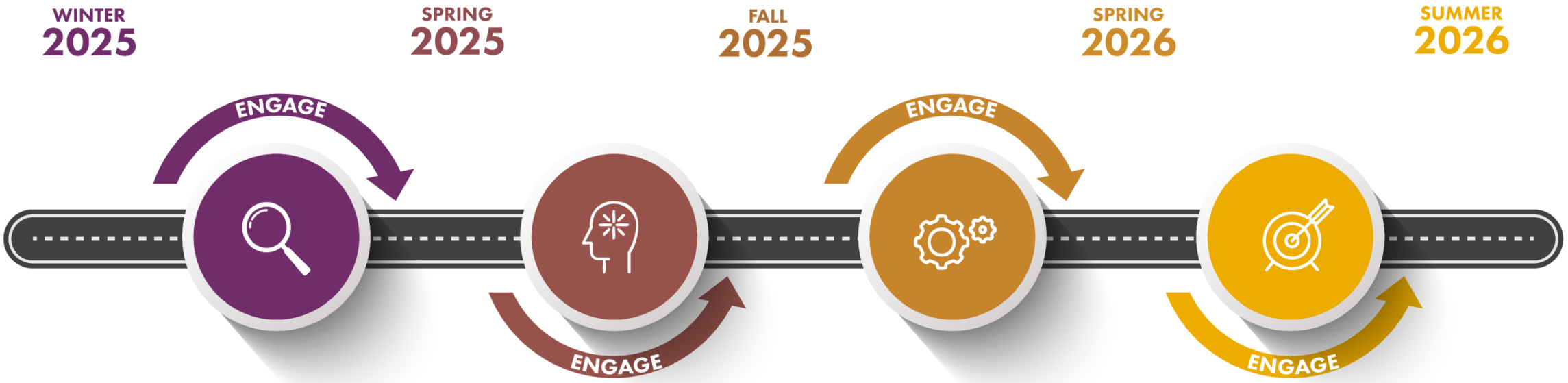
Establish a Foundation for Rethinking Transportation: A new, proactive approach to planning and designing the transportation system by establishing a roadmap for infrastructure improvements in the near-term (CIP) and long-term.

Plan a Connected Surprise: Develop a transportation network that seamlessly connects all parts of the city; and prioritizes enabling travel to important destinations, fostering a well-connected community.

Complete, Safe, and Balanced Multimodal Networks: Outline strategies to enhance mobility within and through the City by developing inclusive, accessible networks that ensure comfortable and safe travel for all, regardless of age, ability, or socioeconomic status.

Project Schedule

SURPRISE TRANSPORTATION MASTER PLAN



IDENTIFY

- Project Initiation
- Data Collection
- Existing & Forecasted Conditions Assessment

VISION

- Visioning for a Connected Surprise
- Public Outreach Round #1
- 2030, 2040 & 2050 Network Needs Identification
- Recommended Transportation Network

REALIZE

- Public Outreach Round #2
- Evaluation Criteria & Prioritization
- Draft Transportation Master Plan
- Public Outreach Round #3

ATTAIN

- Final Transportation Master Plan

Public & Stakeholder Engagement

SURPRISE TRANSPORTATION MASTER PLAN

Project Initiation
April 1, 2025

Project Management Team (PMT)
Day-to-Day

Project Work Group (PWG)
Meet/comment draft deliverables

Stakeholder Focus Group (SFG)
5 project milestone contributions

Traffic Operations/TDM Focus Group (TFG)
3 milestones

Regional Agency Partner Focus Group (RAPFG)
3 milestones

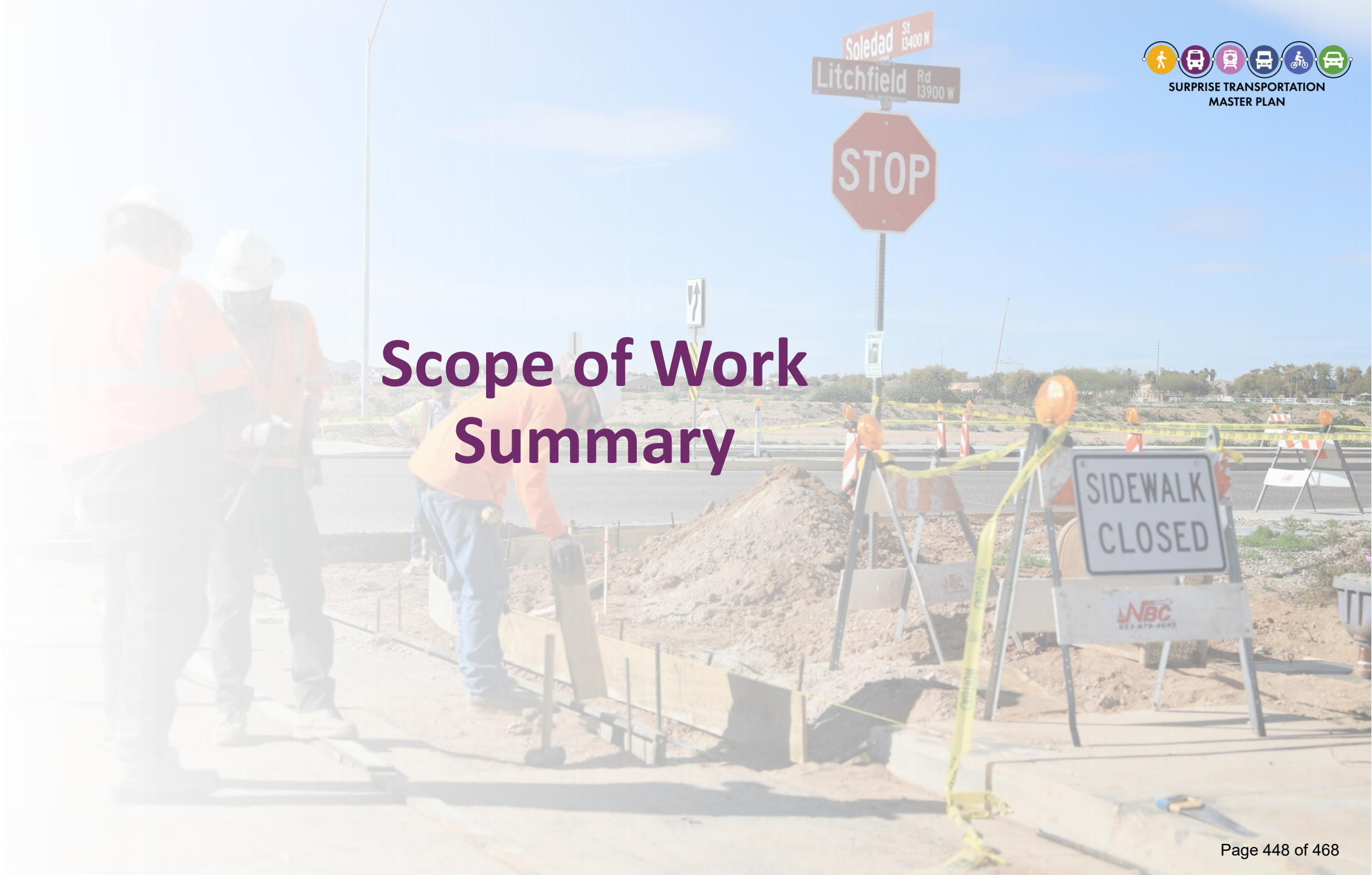
Public Engagement (in-person & digital)
3 milestones

City Council Briefings
3 over course of project

Pop Up Workshops /Events

Project Website
Central hub for all project materials

Scope of Work Summary



Scope of Work Summary

SURPRISE TRANSPORTATION MASTER PLAN

Existing & Forecasted Conditions Assessment

- Goals and objectives
- Population/socioeconomics
- Land use/development activity
- Transportation infrastructure
- Existing/forecasted traffic conditions
- Emerging technologies/ITS
- Goods and freight/rail movement
- Non-motorized transportation
- Public transit

DRAFT MEMO

STAKEHOLDER REVIEW

FINAL MEMO

Scope of Work Summary

SURPRISE TRANSPORTATION MASTER PLAN

Visioning

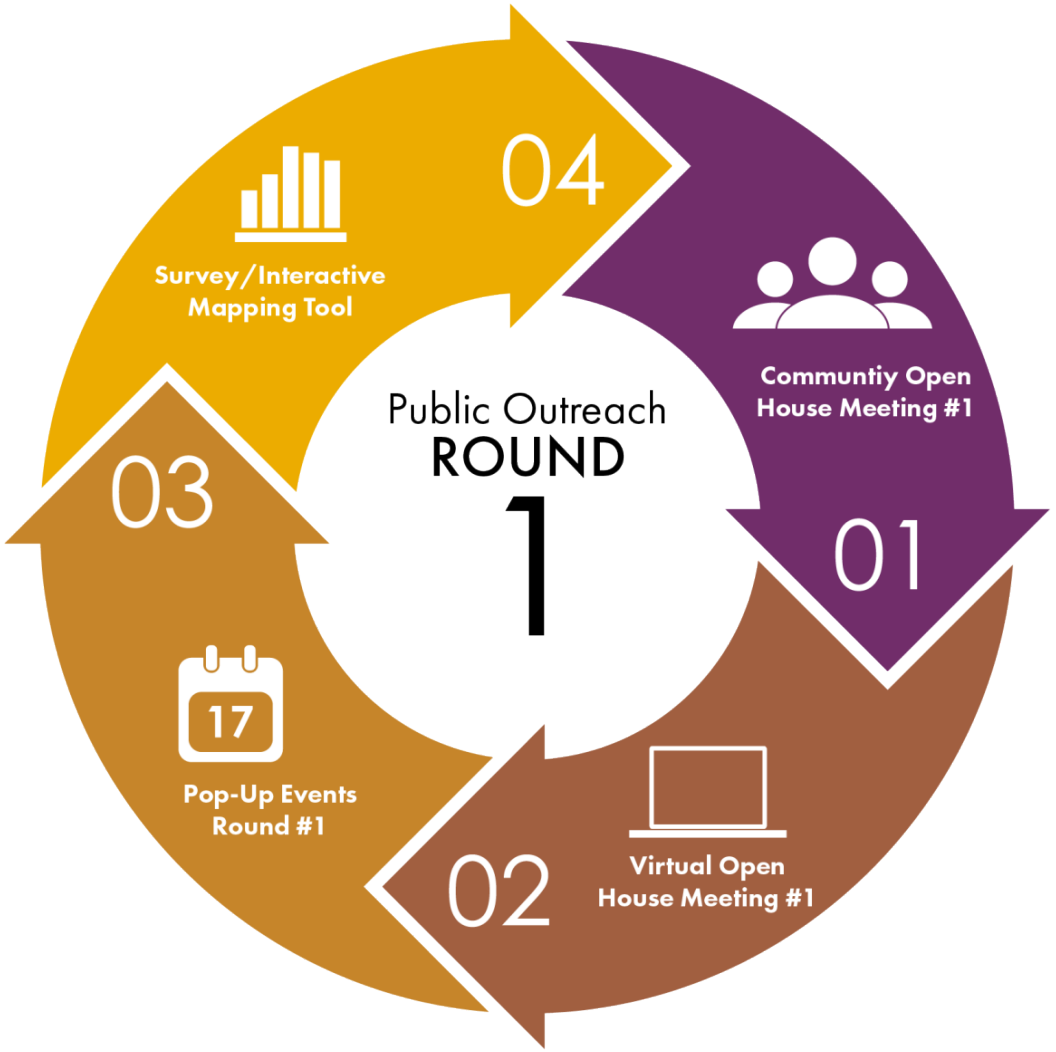
- Establish a vision and goal statements to guide the process
- Inform the preparation of the alternatives analysis, project evaluation criteria, and performance metrics

Scope of Work Summary

SURPRISE TRANSPORTATION MASTER PLAN

Public Outreach Round #1

- **Platform**: Both in-person and digital engagement strategies
- **Presentation**: Summary overview of the existing and future conditions and draft visioning
- **Outcome**: Solicit public input on values and transportation priorities important to them



Scope of Work Summary

SURPRISE TRANSPORTATION MASTER PLAN

2030, 2040, & 2050 Multimodal Transportation System Alternatives

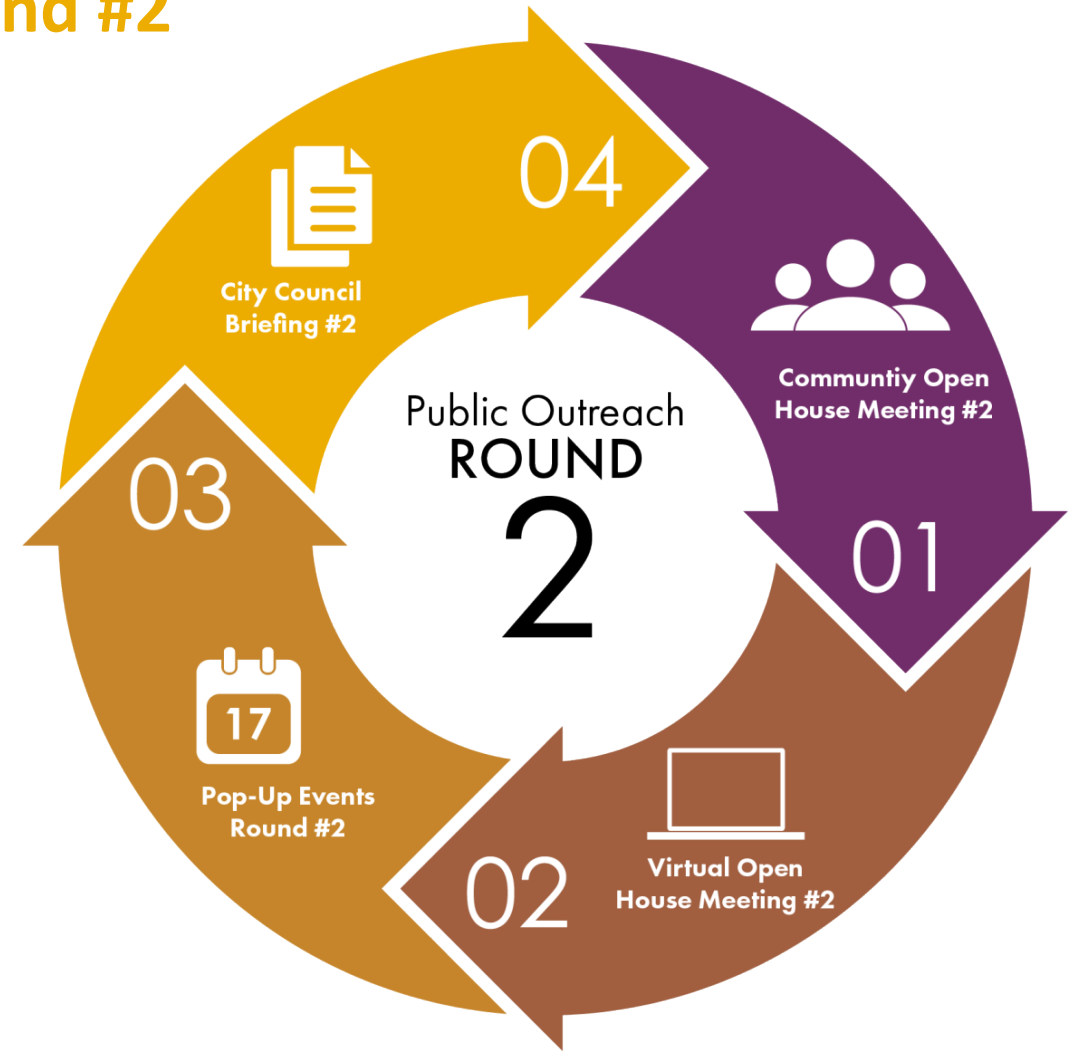
- Develop, analyze, describe, and depict growth scenarios
- Create up to three system multimodal transportation alternatives
- Analyze and report on the network performance of forecasted travel conditions

Scope of Work Summary

SURPRISE TRANSPORTATION MASTER PLAN

Public & Stakeholder Outreach Round #2

- **Platform**: Both in-person and digital engagement strategies
- **Presentation**: Report on the final vision, modal goal statements and the findings from the multimodal network needs identification.
- **Outcome**: Provide a summary overview of the identified of visioning and multimodal network needs to City Council



Scope of Work Summary

SURPRISE TRANSPORTATION MASTER PLAN

Evaluation Criteria & Weighting

- Develop and refine multimodal transportation network evaluation criteria
  - Ensure an equitable and defensible methodology for all modes of travel

Scope of Work Summary

SURPRISE TRANSPORTATION MASTER PLAN

Draft Transportation Master Plan (TMP)

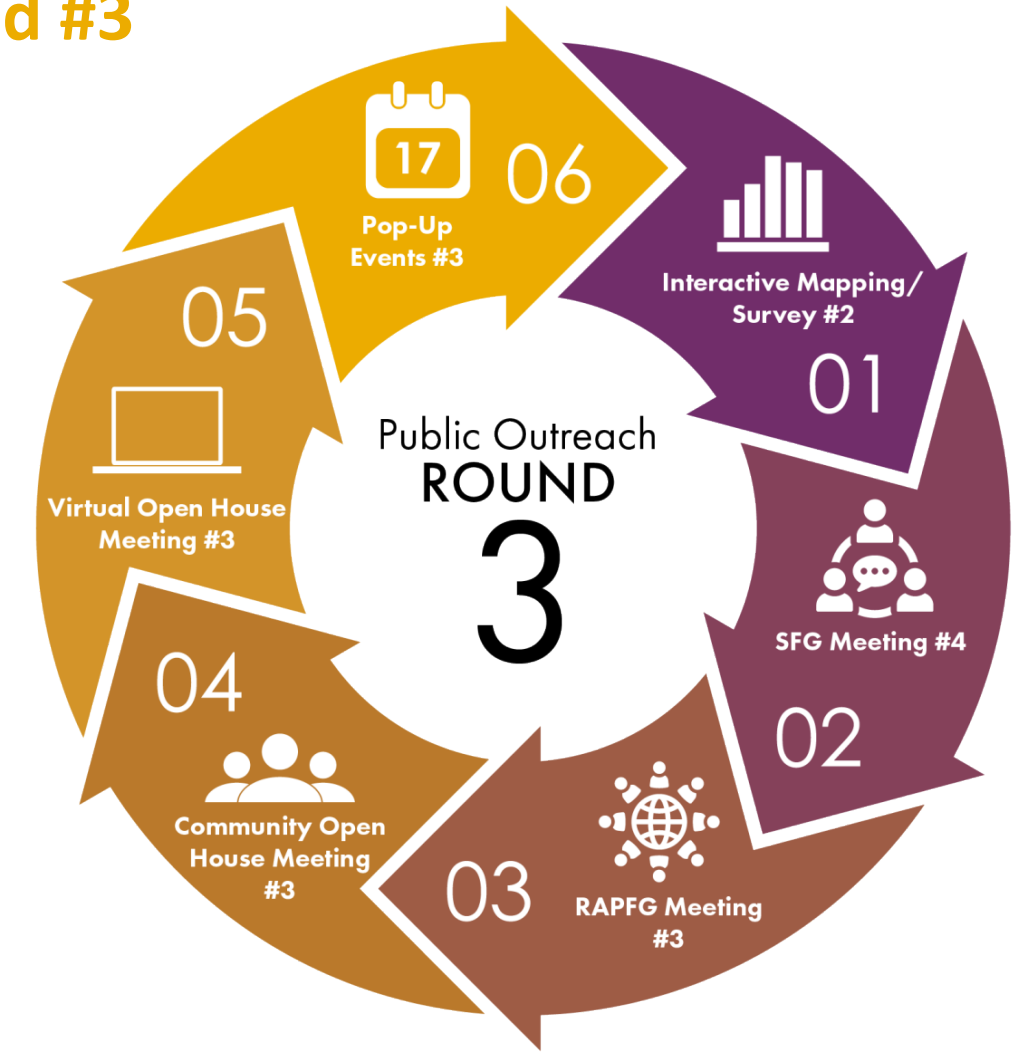
The Draft TMP will include:

- Outline short-, mid-, and long-term transportation improvements
- Roadway cross sections and street typologies
- Safety action plan, identified truck routes, circulation and parking
- Active transportation network
- Emerging technologies/ITS that supports the recommended network

Scope of Work Summary

Public & Stakeholder Outreach Round #3

- **Platform**: Both in-person and digital engagement strategies
- **Presentation**: Report on the draft TMP
- **Outcome**: Solicit feedback and suggestions on the contents of the Draft TMP (prioritization of draft recommended network improvements)



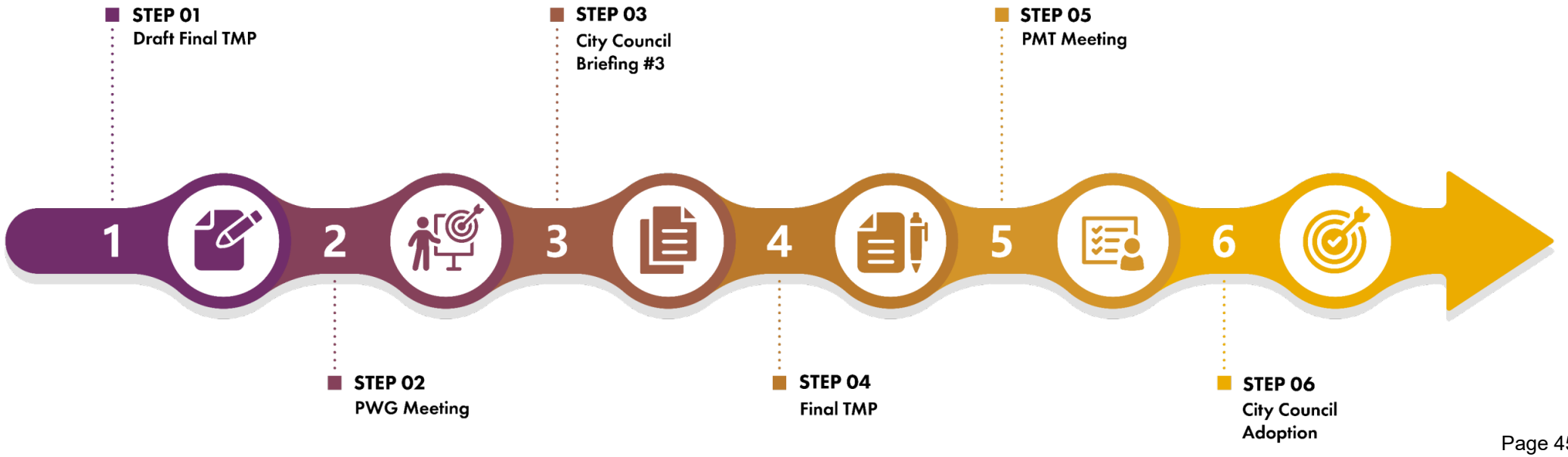
Scope of Work Summary

SURPRISE TRANSPORTATION MASTER PLAN

Draft Final/Final Transportation Master Plan (TMP)

Contents will mirror the Draft TMP format, but also include:

- Recommended, prioritized investment choices - immediate, short-, mid- and long-term project recommendations
- Project delivery and CIP project development
- Potential funding opportunities and TMP implementation strategies



Project Work Group Discussion

SURPRISE TRANSPORTATION MASTER PLAN

Please share with us your Issues, Concerns, & Objectives for the TMP!

Potential Areas of Interest:

- Corridor/area congestion concerns: 163rd Ave./US 60? Bell Road? Others?
- ADOT Loop 303 Traffic Interchange Study – city preference on TI location?
- Safety concerns/hot spots?
- Intersections with operational challenges?
- City Council policy priorities?
- Existing/ proposed large development activities?
- Existing/proposed freight or rail (BNSF) operations concerns?
- Existing/ proposed equestrian, bicycle or pedestrian travel/ infrastructure?
- Existing/proposed ITS or emerging technology considerations?
- Preferred public outreach and/or stakeholder contact methods?

Questions?

SURPRISE TRANSPORTATION MASTER PLAN

Thank You!

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 20, 2025
Submitting Department: Human Resources
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to approval of an Employment Agreement appointing Jeffrey Murray to the position of City Attorney pursuant to Surprise Municipal Code Section 2-140.

Motion:
I move to approve the City Attorney Employment Agreement with Jeffrey Murray.

Background:
With the resignation of the previous City Attorney, this action will allow the council to appoint a replacement. The negotiated contact provides for a base salary of $274,295.06 per year and all benefits, including stipends and reimbursable expenses, on the same basis as non-represented City employees in accordance with the City's ordinances, policies, and procedures.

Objective Analysis:
This item is necessary to comply with Arizona's open meeting laws.

Policy Compliant:
This item complies with A.R.S. 38-431 et seq. and Surprise Municipal Code Sec. 2-140 et seq. as it pertains to appointment of the City Attorney.

Financial Impact:
The proposed agreement will result in a salary of $274,295.06, tentatively effective on May 26, 2025.

Budget Impact:
Budget authority for this position is included in the yearly budget adoption.
FTE Impact:
This item does not have an impact on current staff levels as this is a replacement for a current budgeted position.

ATTACHMENTS:
1. Jeff Murray Employment Agreement

EMPLOYMENT AGREEMENT WITH CITY ATTORNEY

This Employment Agreement ("Agreement"), is made and entered into this 20th day of May 2025 by and between the City of Surprise Arizona, a municipal corporation (hereinafter called "City") and Jeffrey Murray (hereinafter called "Attorney"), both of whom understand and agree as follows:

1. **Term.** The City does hereby agree to employ Attorney as its City Attorney, effective as of May 26, 2025, and this Agreement will remain in full force and effect until terminated by the City or Attorney as provided for in this Agreement.

2. **Duties.**

   a. Attorney will perform all duties of the position of City Attorney for the City as set forth in the Surprise Municipal Code as is reasonable and necessary to provide legal advice and guidance to the City and to fulfill such other professional responsibilities as are reasonably required in the role of general counsel for the City.

   b. City recognizes and agrees that Attorney must devote considerable time beyond the normal office hours to business of the City and, to that end, Attorney will be allowed, at Attorney's discretion, to take reasonable time off during normal office hours as compensation.

   c. Attorney may also expend reasonable time and resources for civic and community activities, or for participation in training, conferences, professional organizations, and other similar activities related to the profession of City Attorney.

3. **Salary.** For services rendered by Attorney under this Agreement, the City shall pay Attorney Two Hundred Seventy-Four Thousand Two Hundred and Ninety-Five and 06/100 Dollars ($274,295.06) per annum, payable in accordance with the normal and usual procedure for payment of employees of the City in bi-weekly installments of Ten Thousand Five Hundred Forty-Nine and 81/100 Dollars ($10,549.81). Salary will be adjusted annually on the same basis as non-represented employees, consistent with City's compensation policies (e.g. performance pay, market adjustments, cost of living adjustments, etc...) as approved by the City Council as part of the annual budget process. This Agreement will be automatically amended to reflect any such salary adjustments.

4. **Benefits.** Attorney will receive all benefits provided to full-time non-represented City employees in accordance with the City's ordinances, policies, procedures, and practices, except that Attorney will receive and be compensated for paid time off (PTO) consistent with this Agreement. Any and all benefits, including PTO which Attorney is receiving or has accrued at the time of the effective date of this Agreement will continue and be credited to Attorney.

5. **Paid Time Off**

    a. Attorney will accrue paid time off (PTO) at a rate of 9.54 hours per pay period, up to a maximum accrual of 560 hours. Upon termination of this Agreement for any reason whatsoever, including with or without Cause by City or Attorney resignation, the above-described accrued PTO balance will be paid to Attorney.

    b. The maximum amount of PTO Attorney may accrue is 560 hours, unless the 560=hour maximum is increased for all full-time non-represented employees, at which time Attorney's maximum will also increase.

    c. For the purposes of this Agreement the term "Cause" is defined as:

        1. Malfeasance in the performance of the Attorney's duties under this Agreement;

        2. Misconduct involving moral turpitude;

        3. Loss of license to practice law.

6. **Professional Dues, Fees and Development.**

a. City will pay Attorney's professional association and licensing dues.

b. City will also pay the costs of continuing legal education as required by the State Bar of Arizona, including any continuing legal education required to maintain a specialization designation that reflects Attorney's duties and responsibilities for the City. In addition, the City will pay the costs of such other education as is in the best interests of the City and the Attorney as reasonably determined by the City and the Attorney in order to allow Attorney to continue to provide a high-level of legal services and leadership to the City.

c. City will continue to maintain Attorney's membership in the International Municipal Lawyer's Association (IMLA) and will provide for the fees and costs associated with Attorney's attendance at one or more meetings of IMLA per year.

7. **Performance Review.**

a. Evaluation Process. The City Council shall formally evaluate the performance of the Attorney on an annual basis. The City Council and the Attorney shall define such goals and performance objectives as they deem necessary for the proper operation of the City, and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives.

b. Confidentiality. Unless the Attorney expressly requests otherwise in writing, and except as otherwise prohibited by law, the evaluation of the Attorney shall be conducted in executive session of the City Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the City Council or the Attorney from sharing the content of the Attorney's evaluation with their respective legal counsel.

8. **Termination of the Agreement.** Either party may terminate this Agreement at any time. Upon termination, Attorney will be paid any and all salary, benefits, and PTO accruals due to Attorney up to and including the date of termination.

a. Attorney Resignation. Attorney will provide written notice of intent to terminate at least thirty (30) days prior to the actual date of termination. City Council may, by the affirmative vote of at least four members, at a regular or special City Council meeting, agree to allow Attorney to terminate the Agreement on less than thirty (30) day written notice or to relieve Attorney of further duties at any time during the thirty (30) day

period provided, however, that full compensation will be paid to Attorney up to and including the date of termination as noticed by Attorney.

b. Termination by City. City may terminate this Agreement by any of the following:

1. City Council may, by an affirmative vote of at least four members at any regular or special meeting, terminate this Agreement at any time, and will establish at that meeting a date of termination.

2. If the City acts to amend any provisions of the Surprise Municipal Code pertaining to the role, reporting, powers, duties, authority, or responsibilities of the Attorney's position that substantially changes the form of government or the duties of the Attorney, the Attorney shall have the right to declare that such amendments constitute a termination without Cause by City.

3. If the City reduces the base salary, compensation or any other financial benefit of the Attorney, unless it is applied in no greater percentage than the average reduction of all department heads, the Attorney shall have the right to declare that such amendments constitute termination without Cause by City.

4. If Attorney resigns at the request of the City Council at a duly called meeting, then the Attorney may declare that said request, as of the date of the request, constitutes termination without Cause by City.

9. **Indemnification.** To the extent permitted by law, City will defend, hold harmless and indemnify Attorney from any and all claims (even if the allegations are without merit) or judgments for damages or injunctive relief arising from, related to, or connected with any tort, professional liability claim or demand or any other claim, whether civil, criminal, administrative, arbitrative or investigative, arising out of any alleged act or omission by Attorney occurring in the performance of Attorney's duties or resulting from the exercise of judgment or discretion by Attorney in connection with performance of his duties or responsibilities under this Agreement (collectively a "Claim"). In the event that the provision of legal representation of Attorney by City in connection with a Claim may reasonably present a legal conflict of interest, Attorney may request independent legal representation at City's expense, and City may not unreasonably withhold approval of such request. Legal representation provided by City for Attorney will extend until final unappealable determination of legal action unless the Claim is settled, which settlement the City may make in its sole discretion. In the event independent legal representation is provided to Attorney, any settlement of any

claim against Attorney may not be made without prior approval of the City. Attorney recognizes that City will have the right to compromise any claim against Attorney for which City is providing the defense.

10. General Provisions.

a. This Agreement constitutes the entire agreement between parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

b. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties, except as specifically set forth herein.

c. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remaining portion will remain unaffected and City and Attorney will negotiate to correct the Agreement's defect in order to assure the intent of the Agreement is carried out to the fullest extent possible.

d. This Agreement will be interpreted in accordance with the law of the State of Arizona. This Agreement is subject to termination pursuant to A.R.S. § 38-511, and the parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

e. City and Attorney have each had opportunity to consult legal counsel for advice regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

f. In the event suit is brought (or arbitration instituted) to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other remedy, reimbursement for reasonably attorneys' fees, court costs, and litigation expenses incurred in connection therewith.

g. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed as of this 20th day of May 2025.

City of Surprise

_____

Mayor Kevin Sartor

Attorney

_____

Jeffrey Murray

Approved as to Form:

_____

Special Counsel for City of Surprise