



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

Tuesday, August 5, 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

Arizona School Resource Officers Association Award

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.

1. Citywide Oath of Office for Chief of Police- Evan Becher

City Manager Office

F. City Clerk Report

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

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|----|----------|--|---|
| 2. | Internal | Consideration and action to approve the June 17th, 2025 Regular City Council Meeting Minutes, June 17th, 2025 Work Session Minutes, and June 17th, 2025 Special City Council Meeting Minutes. | Kristi Passarelli
City Clerk |
| 3. | Internal | Consideration and action appointing a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for fiscal year 2026; Resolution # 2025-52. | Andrea Davis
Finance |
| 4. | Citywide | Consideration and action pertaining to approval of the Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire, accepting grant funding, and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$29,100 for the Utility Assistance Program; Resolution #2025-95. | Jennifer Cornelius
Human Svcs and
Comm Vitality |
| 5. | Citywide | Consideration and action pertaining to approval of the Contract for Services with Area Agency on Aging, accepting grant funding, approving a Fiscal Year 2026 budget amendment moving budget in the amount of \$92,000 for the Congregate Meal Program, and an addition to the Fiscal Year 2026 Contract Awarding Authority List; Resolution #2025-99. | Trisha Weston
Human Svcs and
Comm Vitality |

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| 6. | District 1 | Consideration and action pertaining to acceptance of a Waterline Easement from Pulte Home Company, LLC, near 163 rd Avenue and Visara Parkway. | Lloyd Abrams
Community
Development |
| 7. | District 1 | Consideration and Action pertaining to acceptance of a Sewer Line Easement from Roxanne Toher, near 219th Avenue and Deer Valley Road. | Lloyd Abrams
Community
Development |
| 8. | Citywide | Consideration and action pertaining to approval of an intergovernmental agreement with the Arizona Board of Regents for and on behalf of Arizona State University for a fiber connectivity feasibility study; Resolution # 2025-93 | Tammie Hollowell
Information
Technology |
| 9. | District 1 | Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-163RDNGRANDAVE221 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution No. 2025-94. | Kristin Tytler
Public Works |
| 10. | District 1 | Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-NOBELLAJOMAX215 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution No. 2025-96. | Kristin Tytler
Public Works |
| 11. | Citywide | Consideration and action pertaining to acceptance of a grant award from the Governor's Office of Highway Safety (GOHS) for DUI enforcement and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$35,000; Resolution #2025-101. | Evan Becher
Police |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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| 12. | District 3 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 348764, requested by Ryan Winter Anderson, for Fry's Marketplace #661 for Series 9 Liquor License. Fry's Marketplace #661 is located at 16371 W Cactus Rd, Surprise, AZ 85338. | Kristi Passarelli
City Clerk |
| 13. | District 5 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 249290, requested by Camila Alarcon, for Head Right Brewing Company for Series 3 Liquor License. Head Right Brewing Company is located at 14312 W Waddell Rd, Surprise, AZ 85379. | Kristi Passarelli
City Clerk |
| 14. | District 1 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 350743, requested by Montez Darnell Jefferson, for Royal Distributing LLC for Series 4 Liquor License. Royal Distributing LLC is located at 18249 W Tasha Dr, Surprise, AZ 85388. | Kristi Passarelli
City Clerk |
| 15. | Citywide | Consideration and action pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code in conformance with recent legislative updates regarding adaptive reuse. Ordinance 2025-15. Case FS25-0477. | Tiffany Copp
Community
Development |

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|-----|------------|---|---|
| 16. | District 6 | Consideration and action pertaining to a Comprehensive Sign Program for the Tricolor Auto AZ project, generally located at the northwest corner of Summit Way and Cactus Road. Case #FS24-1219. | Tanner Wessel
Community
Development |
|-----|------------|---|---|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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|-----|----------|---|--|
| 17. | Internal | Consideration and action pertaining to the acceptance of an Intergovernmental Agreement (IGA) with the City of Peoria to provide a temporary dispatch location for the City of Surprise; Resolution 2025-32; RFLS 9920. | Evan Becher
Police |
| 18. | Citywide | Consideration and action pertaining to declaring intent to be reimbursed from future bond proceeds in connection with certain capital expenditures relating to public safety and transportation projects. Resolution #2025-45. | Sandy Simmons
Erick Martin
Finance |
| 19. | Citywide | Consideration and Action to authorize the City Attorney, or his designee, to initiate litigation against Mr. Lee Garcia and AALL Insurance. | Legal |
| 20. | Citywide | Consideration and Action to authorize the City Attorney, or his designee, to file a Third-Party Complaint in the matter of <i>Williams v. City of Surprise, et al.</i> , pending in the United States District Court for the District of Arizona. | Legal |

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).

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| 21. | Internal | Consideration and Action to recess into Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3) and (4) for the purpose of discussion or consultation for legal advice with the City Attorney for consideration of the City's position and possible instruction to the City Attorney regarding the initiation of litigation against Mr. Lee Garcia and AALL Insurance. | Legal |
| 22. | Internal | Consideration and Action to recess into Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3) and (4) for the purpose of discussion or consultation for legal advice with the City Attorney for consideration of the City's position and possible instruction to the City Attorney regarding the filing of a Third-Party Complaint in the matter of <i>Williams v. City of Surprise, et al.</i> , Case No. 2:25-cv-01937-PHX-MTL. | Legal |

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, July 31st, 2025 @ 10:00 AM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR 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: August 5, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department: Police
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:

Arizona School Resource Officers Association Award

Motion:

NA

Background:

The Arizona School Resource Officers Association (ASROA) has selected the City of Surprise to receive the 2025 Award for Exceptional Commitment to School Safety and Support of School Policing in Arizona. This distinguished recognition highlights our city's unwavering support of school resource officer programs and its dedication to fostering safe educational environments for youth across Arizona. In honor of this achievement, I respectfully request your assistance in coordinating the presence of Mayor Kevin Sartor and the Surprise City Council members to formally accept the award on behalf of the city.

Objective Analysis:

NA

Policy Compliant:

NA

Financial Impact:

NA

Budget Impact:

NA

FTE Impact:

NA

ATTACHMENTS:

1. ASROA award memo



POLICE DEPARTMENT
CITY OF SURPRISE
14250 W. STATLER PLAZA, SUITE 103
SURPRISE, AZ 85374
T. 623.222.4000

To: Commander DeSanti
From: Lieutenant Boxberger
Date: June 26, 2025
Subject: Request for City Council and Mayor's Presence at ASROA Award Presentation

Commander DeSanti,

I am pleased to share that the **Arizona School Resource Officers Association (ASROA)** has selected the **City of Surprise** to receive the **2025 Award for Exceptional Commitment to School Safety and Support of School Policing in Arizona**.

This distinguished recognition highlights our city's unwavering support of school resource officer programs and its dedication to fostering safe educational environments for youth across Arizona.

In honor of this achievement, I respectfully request your assistance in coordinating the presence of **Mayor Kevin Sartor and members of the Surprise City Council** to formally accept the award on behalf of the city.

Event Details:

- **Event:** ASROA Annual Conference – 2025 Award Presentation
- **Date:** 8/5/25 or 8/19/25
- **Time:** 1700 hours
- **Location:** Council Chambers

Their attendance at this ceremony would not only signify our collective commitment to school safety but also demonstrate meaningful appreciation for the hard work of our law enforcement professionals in educational settings.

Please advise on the next steps and whether any scheduling or logistical support is needed to facilitate their participation.

Thank you for your continued leadership and support in championing school safety initiatives throughout the City of Surprise.

Respectfully,
Garrick Boxberger



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

Consent: No	Regular: No	Public Hearing: No	Report/Discussion: No
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Agenda Wording:
City Manager sub-text

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:

Oath of Office for Chief of Police- Evan Becher

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 5, 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 June 17th, 2025 Regular City Council Meeting Minutes, June 17th, 2025 Work Session Minutes, and June 17th, 2025 Special City Council Meeting Minutes.

Motion:

I move to approve the June 17th, 2025 Regular City Council Meeting Minutes, Work Session Minutes, and Special Meeting Minutes

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 061725 Work Session Minutes
 2. 061725 Regular Meeting Minutes
 3. 061725 Special Meeting Minutes
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CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, June 17, 2025 @ 4:45 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Sartor called the City Council Work Session of June 17th, 2025 to order at 4:45 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. Proclamation and Community Acknowledgements

E. City Manager Report

1. City Manager sub-text

F. City Clerk Report

G. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to the FY2025 Financial Status Report through March 2025.

Chief Financial Officer, Sandy Simmons, came to present this item. She talked about Category Examples, and FY25 General Fund Sources.

Mayor Sartor asked about the relevance of the information? Sandy said it was to give a quarterly update and that the revenues are positive.

Councilmember Judd asked why expenses were down? Sandy said it was salary savings and that they eb and flow.

Councilmember Melton, asked when the May data would be available? Sandy said it would be available by September.

Councilmember Greenberg asked the delay for the numbers presented? Sandy said it was a two month lag.

2. Presentation and discussion on the City of Surprise Fire and Water Resource Management Departments' Coordinated Wildland Urban Interface (WUI) preparedness efforts and Incident Response Plan.

Water Director, Michael Boule, and Fire Chief Brenden Espie came to present this item. He talked about Preparedness Efforts, Public Service Announcements, Public Safety Drone Brush Surveys, Responses, Incident Types, Response Comparisons, Water Department Integration, Water Supply Facility Design Standards.

Michael talked about the Water Supply Automation, Fire Hydrant AI, and the Wildland Urban Interface Dashboard.

Brenden talked about the partnership with other departments.

Councilmember Melton, asked about the blue cap hydrants and if they could only be used for certain zones? Michael said they're there for wherever a wildfire could occur.

Councilmember Judd, asked how fast the tanks refill after being used for a hydrant? Michael said they could keep up with the demand easily.

Brenden talked about the interface and hydrant placement. He talked about the accumulation of data gathered for the interface.

Mayor Sartor thanked staff for their work on this tool.

Councilmember Haney, talked about the relationship the fire department has with the water department. He talked about the response given to wildfires, and the growth of the program here in the City. Brenden talked about future training and positioning of hardware.

Councilmember Judd, asked about the type of houses out on the edge of the City? Brenden said it was a variety of different types of houses. Councilmember Judd asked what the strategy would be with the urban interface? Brenden said that there would be a lot of resources with untraditional gear deployed. He said that they would go out to create a fire line. He talked about resource management and how important it is for that type of situation. Councilmember Judd asked if it was straight suppression? Brenden said that is correct. Councilmember Judd asked if they would just let a fire burn? Brenden said they would never let a fire just burn and they would deploy.

Councilmember Duffy, asked what would happen to areas that are just desert? Brenden said they would likely coordinate with other agencies and choose to engage about a mile outside of the City.

Mayor Sartor, asked when the last time they exercised this plan? Brenden said it was about four years ago.

H. Other Business and Future Agenda Items

I. City Council Reports

J. Executive Session

1. Executive Session Items

2. Executive Disclaimer - Part 1

3. Executive Disclaimer - Part 2

4. Executive Disclaimer - Part 3

K. Adjournment

Motion: To Adjourn

Initiated By: 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 5:21 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, June 17, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, June 17, 2025 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Sartor called the Regular Council Meeting of June 17th, 2025 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Lisa Gomez, led in the invocation.

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

Shadow Ridge Engineering Program, led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

Mayor Sartor acknowledged the Shadow Ridge High School Engineering team achievements.

2. Mayoral Proclamation to WESTMARC

Mayor Sartor proclaimed June 23rd as WESTMARC day.

E. City Manager Report

City Manager, Bob Wigenroth, introduce Ashley Ware to present the Library Card Design Contest Winners.

Adult Winner - Jennifer Jermolowicz

Teen Winner - Emma Amaro

Youth Winner - Emma Cruz

Librarian Choice - Payton Perry

Mayor Choice - Kendal Uhl

Memorian Design - Desiree Lenning

3. City Manager sub-text

4. Reports

F. City Clerk Report

5. Reports

G. Regular City Council Meeting Agenda

6. 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

1. Consideration and action to approve the June 3rd Work Session, Special Meeting, and Regular Meeting Minutes; and June 4th City Council Retreat Meeting Minutes.
2. Consideration and action pertaining to adoption of an amendment to the Land Use Assumptions and Infrastructure Improvements Plan pursuant to A.R.S. 9-463.05(D)(10); Resolution #2025-64.
3. Consideration and action pertaining to the approval of an amendment to the Intergovernmental Agreement with Maricopa County, accepting grant funding, approving a Fiscal Year 2025 budget amendment moving budget in the amount of \$386,100 for Community Action Program Services 2026, and an addition to the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2025-79.
4. Consideration and action pertaining to approval of Intergovernmental Agreement (IGA) between the City of Surprise and Regional Public Transit Authority (RPTA) for Fiscal Year 2026 Transit Services; Resolution #2025-84.
5. Consideration and action pertaining to approval of a Grant Agreement between the City of Surprise and the City of Phoenix for Section 5310 Federal Transit Administration Funds to operate the City's WeRIDE Microtransit program; approving a Fiscal Year 2025 budget amendment moving budget of \$114,500, and an addition to the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2025-83.
6. Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$250,000 from Contingency in the Water Utility Capital Fund to Services in the Water Operations Fund, due to overages related to electricity; Resolution #2025-82.
7. Consideration and action on Resolution No. 2025-87, a Resolution of the Mayor and Council of the City of Surprise, Arizona to accept the Land Use License with the Maricopa County Municipal Water Conservation District Number One (MWD) for a Municipal Utility Crossing for the Beardsley Canal at Bell Pointe Blvd.
8. Consideration and action on Resolution No. 2025-88, a Resolution of the Mayor and Council of the City of Surprise, Arizona to accept the Land Use License with the Maricopa County Municipal Water Conservation District Number One (MWD) for a Municipal Utility Crossing for the Beardsley Canal at 163rd Avenue.
9. Consideration and action pertaining to authorizing acceptance of a grant award from the Arizona Department of Administration for Next Gen 9-1-1, approving a Fiscal Year 2025 budget amendment moving budget in the amount of \$180,000, and amending the Fiscal Year 2025 Contract Awarding Authority list by creating #25123; Resolution #2025-85.
10. Consideration and action pertaining to authorizing the modification to the Memorandum of Understanding with the U.S. Department of Justice, U.S. Marshals Service and approval of a Fiscal Year 2025 budget amendment reducing budget in the amount of \$2,000 for overtime expenses; Resolution #2025-89.

11. Consideration and action pertaining to the acceptance of the FY2026 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution 2025-73.
12. Consideration and action pertaining to the acceptance of the FY2026 Nadaburg Unified School District No. 81 Intergovernmental Agreement For SRO; Resolution 2025-81.

7. REGULAR AGENDA ITEM - PUBLIC HEARING:

13. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 315342, requested by Jared Michael Repinski, for Best Western Plus Surprise Phoenix - NW for Series 07 Liquor License. Best Western Plus Surprise Phoenix - NW is located at 13337 W Grand Ave, Surprise, AZ 85374.

Motion: To Approve
Initiated By: Johnny Melton
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

14. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 346604, requested by Amber Letish Postel, for Towneplace Suites and Fairfield Inn & Suites for Series 11 Liquor License. Towneplace Suites and Fairfield Inn & Suites is located at 13430 N 163rd Dr, Surprise, AZ 85388.

Motion: To Approve
Initiated By: Patrick Duffy
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

15. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 348765, requested by Mario Angelo Rana, for Osteria Mia for Series 12 Liquor License. Osteria Mia is located at 16853 N 145th Ave, Surprise, AZ 85374.

Vice-Mayor Hastings, talked about the development of local businesses.

Motion: To Approve
Initiated By: Jack Hastings
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

16. Consideration and action pertaining to a Rezone of approximately 295 gross acres from Rural Residential (RR) to Residential Low Density (R-1) and Residential High Density (R-3), on four (4) parcels generally located north of the northwest corner of 251st Avenue and Beardsley Road. FS23-0350.

Planner, Chris Sexton, came to present this item. She talked about the Vicinity Map, Existing Zoning, Proposed Zoning, General Plan Map, Conceptual Lotting Plan, Conceptual Open Space, Roadway Network, Citizen Outreach, and Recommendation.

Councilmember Haney, asked about the resident's concerns about access and if it was addressed? Jeff Blilie with Gilbert Blilie said they would build 251st, as well as a traffic signal. He talked about the roadway network, and infrastructure development. Councilmember Haney asked about the development standards and desert rural overlay? Jeff said they weren't near that location. Councilmember Haney, asked to make sure the infrastructure would be built before further development is made. Jeff said they would be paying to build the infrastructure before anything is built. Councilmember Haney talked about the importance of smart growth.

Mayor Sartor, thanked staff for their collaboration on this project.

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

17. Consideration and action pertaining to a rezone of approximately 2.39 gross acres from Rural Residential (RR) to Community Commercial (C-2), for a site generally located on the northeast corner of 163rd Avenue and Jomax Road. Case #FS24-0762.

Planner, Chris Sexton, came to present this item. She talked about the Vicinity Map, Zoning Map, Proposed Changes, Development Standards, General Plan, Community Outreach, and Recommendation.

Dodge Marshal, Surprise Resident, came to voice their concerns over the proposed development.

City Clerk, Kristi Passarelli, read Charlene Kroening's public comment about their concerns regarding the development.

City Clerk, Kristi Passarelli, read Gina Johns' public comment about their concerns regarding the development.

Chad Weiss, a Surprise Resident, left comments opposed to the development.

Denyse Scarberry, a Surprise Resident, came to voice her concerns over recent events.

City Clerk, Kristi Passarelli, read Dan Zamorano's public comment about their concerns regarding the development.

Brennan Ray, came on behalf of the applicant. He talked about the location of the project and proposed purpose. He talked about addressing security concerns, potential design, police cooperation, lighting, and potential design.

Councilmember Melton, asked about any recorded gas leaks within the last 20 years? Brennan said he doesn't know off hand but that there are strict requirements for underground storage leaks.

Vice-Mayor Hastings, talked about resident concerns for the location. He asked what kind of data was used to determine this location? Brennan talked about time management and traffic patterns that helped determine the location. Vice-Mayor Hastings, talked about comparing location to what it is currently. He asked what could happen if the location was voted against? Brennan said that commercial uses would be likely. Vice-Mayor Hastings talked about the need for planning ahead.

Councilmember Haney, talked about his constituents showing up and voicing their opinions. He talked about the safety concerns for the location, he asked about the designs and collaboration with public safety? Brennan said that there could be a potential authority to arrest agreement to model after phoenix. He talked about other safety concerns. Councilmember Haney, talked about the proximity of the Circle K's being developed in the area? Brennan said it was related to traffic patterns. Councilmember Haney asked what would happen with the zoning if it's not approved as a circle K and if it shuts down?Chris said the zoning would remain as C2. Councilmember Haney asked about the balance of lighting for safety and concerns for light pollution. Brennan talked about using the lighting for ingress and egress and for safety. He said the lighting would be designed to point to the ground. Councilmember Haney asked about the closest neighbors to the site? Brennan said there would be commercial to the east and to the north. He said the closest residence would be to the southeast. He said that Jomax would be six lanes. Councilmember Haney asked if the intersection would be developed before the site? Brennan said that they would be working for the right of way. Councilmember Haney talked about the rezoning process. He talked about problems in general and that Circle K has a negative connotation. He said he liked how those concerns were being addressed. Councilmember Haney talked about the potential for commercial zoning.

Motion: To Approve
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

8. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

18. Consideration and action pertaining to approval of the Agreement between the Greater Phoenix Economic Council (GPEC) and the City of Surprise for the Fiscal Year 2026 in the amount of \$81,249; Resolution 2025-86.

Economic Development Director, Jeanine Jerkovic, came to present this item. She introduced Chris Camacho, and Scott Phillips. She talked about the GPEC Annual Contract, what GPEC is, the Return on Investment, and Competitive Intelligence.

Chris Camacho, came to talk about the growth of the Valley and the City.

Councilmember Melton, asked about how much of the foreign investment would impact the West Valley? Chris talked about manufacturers getting closer to customers and the competitive nature

of the region.

Vice-Mayor Hastings talked about the return on investment and bringing jobs to Surprise. He asked about the new consumer spending? Chris said that they use a model to look at consumer spending and related projects across the valley. Vice-Mayor Hastings, asked about how many residents work within the City? Jeanine said that the local employment has grown substantially. Vice-Mayor Hastings talked about these jobs being careers.

Mayor Sartor, asked about the targeted industries list and what determines the list? Chris said that depending on the maturity of the city will determine what they will target.

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

19. Consideration and action pertaining to the Fiscal Year 2026 grant awards for the Surprise Community Outreach Program.

Deborah Perry, presented this item. She talked about the Program Purpose, Guidelines, Overview, and Different Agencies.

Councilmember Judd, talked about process and the impact these grants have in Surprise.

Councilmember Duffy, talked about the number of applicants and the service provided to the City. He thanked everyone for their time in applying.

Councilmember Haney, talked about the process and the inspirational organizations they interviewed.

Councilmember Judd thanked staff for their work.

Motion: To Approve
Initiated By: Chris Judd
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

20. Consideration and action on accepting the Third Amendment to the Asante Development Agreement.

Community Development Director, Lloyd Abrams, came to present this item. He talked about the Vicinity Map, and Legal Description.

Motion: To Approve
Initiated By: Nick Haney

Seconded By: Chris Judd

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

No: None

Abstain: None

Vote Result:

21. Consideration and action pertaining to approval of a Development Agreement between the City of Surprise and Desert Trails Partners, LLC. Resolution #2025-67.

Community Development Director, Lloyd Abrams, came to present this item. He talked about Owner/Developer Obligations for Transportation, Water & Wastewater, Miscellaneous Obligations, City Obligations, and the Vicinity Map.

Councilmember Judd, asked if the City was obligated to build it? Lloyd said it was the City's Choice

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

22. Consideration and action pertaining to approval of a Development Agreement between the City of Surprise and Nobella Surprise Owner, LP. Resolution #2025-77.

Community Development Director, Lloyd Abrams, came to present this item. He talked about the Owner/Developer Obligations of Water Improvements, Wastewater Improvements, Park Infrastructure, Benefited Properties, and City Obligations.

Vice-Mayor Hastings, asked the process for development agreements and what they entail? Lloyd, talked about the change of philosophy to get away from stipulations. He said the development agreement outlines the obligations for both parties for the development. Vice-Mayor Hastings, talked about previous developments. He asked if they typically come with rezoning? Lloyd said it depends on the project.

Councilmember Judd, asked about the park and parking lot and if they're required to do it? Lloyd said they were.

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

23. Consideration and action pertaining to the approval of a Cell Tower Lease Agreement at Fire Station 304, Resolution #2025-91.

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

Vice-Mayor Hastings, talked about Cell Tower Development and how it trickles throughout the City.

Councilmember Haney, asked if Verizon would still be there? Brad said that was right. Nick asked with the approval with this lease how many were in the city now? Brad said it was number 3 in north Surprise and a few other developments throughout the City. Councilmember Haney talked about filling out cell dead spots within the City.

Motion: To Approve
Initiated By: Nick Haney
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

24. Consideration and action to adopt the City Council Strategic Plan.

City Manager, Bob Wigenroth, came to present this item. He talked about the Mission Statement, and Strategic Priorities.

Councilmember Judd, thanked the Mayor for initiating the process, and how it came about.

Councilmember Melton, talked about pulling all the priorities together. He talked about the transportation priority.

Councilmember Haney, talked about the great perspective all the council brought to this process. He talked about prioritizing Public Safety and taking care of them.

Councilmember Greenberg, talked about getting the most bang for the buck with staff.

Mayor Sartor, thanked staff for their help. He talked about everyone's effort and input.

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

H. Call To The Public

Kevin James, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Tamara Ramirez-Saumell, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Patricia Davis, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Doug Maitoza, a Surprise Resident, left a statement about the discontinuation of the We Ride Program.

Linda Varnes, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

David Mills, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Alexis Estrada, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Christopher Robinson, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Todd Herberg, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Kristopher Grams, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Catherine Rieman, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Patricia Hayes, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Jacqueline Rausch, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Kathleen Honne, a Surprise Resident, came to talk about the discontinuation of the We Ride Program.

Alex Christ, a Surprise Resident, came to talk about current events and the development of the City.

I. Other Business and Future Agenda Items

J. City Council Reports

Councilmember Haney, thanked everyone for showing up to say their opinions.

Councilmember Greenberg, had nothing to report.

Councilmember Duffy, talked about future community meetings.

Councilmember Melton, thanked everyone who appeared tonight. He talked about his future community meeting.

Vice-Mayor Hastings, thanked residents for showing up to talk. He talked about recent staff promotions, and recent efforts to homelessness.

Councilmember Judd, thanked residents for coming up to talk. He talked about his upcoming community meeting.

Mayor Sartor, thanked staff for their efforts.

K. Executive Session

9. Executive Session Items

10. Executive Disclaimer - Part 1

11. Executive Disclaimer - Part 2

12. Executive Disclaimer - Part 3

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 8:48 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, June 17, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Special City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, June 17, 2025 @ 5:45 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Sartor called the Special City Council Meeting of June 17th, 2025 to order at 5:45 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 Meeting Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Consideration and action adopting a secondary property tax for each Street Light Improvement District (SLID) within the City of Surprise during the Fiscal Year 2026; Resolution #2025-75.

Sandy Simmons, came to present this item. She talked about Public Notice & Publications, SLIDs, FY26 Property Tax, and Potential Council Action.

Motion: To Approve

Initiated By: Patrick Duffy

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 levying a primary property tax at a rate of \$0.5534 per one hundred dollars (\$100) of assessed valuation and secondary property tax at the rate of \$0.3880 per one hundred dollars (\$100) of assessed valuation for Fiscal Year 2026 within the City of Surprise; Resolution #2025-74.

Sandy Simmons, came to present this item. She talked about Property Tax, and potential Council Action.

Motion: To Approve

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

3. REGULAR AGENDA ITEM - PUBLIC HEARING:

E. Call To The Public

Todd Herberg, a Surprise resident, came to talk about the Strategic Plan.

F. Executive Session

1. Executive Disclaimer - Part 1

G. 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 5:53 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, June 17, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 5, 2025

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Internal

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action appointing a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for fiscal year 2026; Resolution # 2025-52.

Motion:

I move to approve Resolution # 2025-52.

Background:

A.R.S. §41-1279.07(E) requires each county, city, town and community college district to annually provide to the Arizona Auditor General the name of the Chief Fiscal Officer of the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. The Arizona Auditor General has a requirement to include an approved resolution when submitting the name of the Chief Fiscal Officer.

Objective Analysis:

The naming of the Chief Fiscal Officer by resolution permits the City to submit the AELR report as required by the Arizona Auditor General.

Policy Compliant:

The requested approval is consistent with the financial policies to ensure timely submission of the AELR report to the Arizona Auditor General.

Financial Impact:

There is no financial impact related to this item.

Budget Impact:

There is no budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-52 FY26 AELR CFO Designation_UPDATED FINAL_07.11.25
-

RESOLUTION # 2025-52

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR THE CITY FOR THE PURPOSE OF OFFICIALLY SUBMITTING THE FISCAL YEAR 2026 ANNUAL EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

WHEREAS, A.R.S. § 41-1279.07(E) requires the governing body of each political subdivision to provide to the Arizona Auditor General by July 31, each year, the name of the chief fiscal officer designated by the governing body to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body;

WHEREAS, the Mayor and Council of the City of Surprise, Arizona ("Surprise"), hereby designates Sandy Simmons, as Surprise's Chief Fiscal Officer, to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body;

WHEREAS, the Mayor and Council of Surprise shall notify the Arizona Auditor General of any changes of individuals designated to file the required reports; and

WHEREAS, the designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report ("AELR").

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

Section 1. Pursuant to A.R.S. § 41-1279.07(E), Sandy Simmons, is hereby designated as Surprise's Chief Fiscal Officer for the purpose of officially submitting the fiscal year 2026 AELR to the Arizona Auditor General on behalf of Surprise's governing body.

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 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 the Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire, accepting grant funding, and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$29,100 for the Utility Assistance Program; Resolution #2025-95.

Motion:

I move to approve Resolution 2025-95.

Background:

Wildfire is a nonprofit organization that, as part of its mission, promotes economic self-sufficiency for low-income Arizonans and administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits, and bill assistance. The City of Surprise and Wildfire have partnered since Fiscal Year 2023, allowing the City to provide additional utility services to the residents of Surprise through the Surprise Resource Center.

Objective Analysis:

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

Policy Compliant:

This item is consistent with City and Council policies.

Financial Impact:

This one-time grant will allow expenditures up to \$29,080 to support the Utility Assistance Program. All expenses are on a reimbursement basis. There is no match requirement.

Budget Impact:

This item amends the Fiscal Year 2026 budget by moving budget authority in the amount of \$29,100 from General Contingency to Project G51743 FY26 Wildfire HEAF in the Grants Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide

expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-95
 2. CURRENT_FY26 HEAF Multi-fund Contract - City of Surprise
-

RESOLUTION # 2025-95

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING FOR THE UTILITY ASSISTANCE PROGRAM; AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$29,100 FROM GENERAL CONTINGENCY TO PROJECT G51743 IN THE GRANTS FUND.

WHEREAS, the City desires to enter into an Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire ("Wildfire") for the purpose of receiving a grant for \$29,080 to support the Utility Assistance Program;

WHEREAS, all service expenditures pursuant to the Independent Contractor Agreement are on a reimbursement basis, up to \$29,080;

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 03, 2025;

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, 2025, through June 30, 2026.

Section 2. That the Independent Contractor Agreement between Wildfire and the City of Surprise (Contract No. 07012025-26), 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:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

**RESOLUTION 2025-95
EXHIBIT A**

1. Appropriation - The allocations below represent the movement of budget authority in the amount of \$29,100 from General Contingency to Project G51743 to cover projected expenditures associated with the Utility Assistance Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51743 FY26 Wildfire HEAF	E	-	29,100	29,100
Grants	Human Svcs and Comm Vitality	#G51743 FY26 Wildfire HEAF	R	-	29,100	29,100
Contingency	General Operations	Contingency	E	80,820,900	(29,100)	80,791,800
Contingency	General Operations	Other	R	76,656,900	(29,100)	76,627,800
Expense Total				80,820,900	-	80,820,900
Revenue Total				76,656,900	-	76,656,900

**RESOLUTION 2025-95
EXHIBIT B**

Independent Contractor Agreement (Contract No. 07012025-26)



INDEPENDENT CONTRACTOR AGREEMENT

2025-26 Utility Assistance Programs

Contract No. 07012025-26

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between City of Surprise (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire"), together referred to as the Parties, ("Parties").

RECITALS:

- A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.
- B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in **Section 1** (the "Fund Sources") pursuant to Program Documents (as defined in **Section 4**).
- C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, Wildfire and Contractor hereby agree as follows:

1. Services and Programs

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in **Section 1.2**: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in **Section 2**. Wildfire will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow Wildfire's instructions as to the result to be achieved. Contractor will receive Wildfire's instructions through an employee of Wildfire who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from a Wildfire employee designated to serve as a liaison between Wildfire and Contractor ("Monitor").

1.2. **Fund Sources.** For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the table on the following pages.

1.2 Fund Sources

Fund	Direct Service Amount	Program Delivery Amount	Total Allocation	Additional Information
APS Crisis Bill Assistance	\$15,841.67	\$3,168.33	\$19,010.00	Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary
Global Water Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Global Water Bill Assistance Program Summary
Salt River Project (SRP) Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Salt River Project (SRP) Bill Assistance Program Summary
Southwest Gas Energy Share Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Southwest Gas Energy Share – Bill Assistance Program Summary
Southwest Energy Share Repair/Replace	\$0.00	\$0.00		Refer to Exhibit A: Southwest Gas Energy Share Repair/Replace Program Summary
Southwest Gas Low Income Energy Conservation (LIEC) -- CY25	\$3,973.00	\$0.00	\$3,973.00	Refer to Exhibit A: SWG LIEC Program Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. CY25 allocation must be expended by 12/31/2025
Southwest Gas Low Income Energy Conservation (LIEC) -- CY26	\$3,467.00	\$0.00	\$3,467.00	Refer to Exhibit A: SWG LIEC Program Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. CY26 allocation must be expended by 06/30/2026
Tucson Electric Power (TEP) Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Tucson Electric Power Bill Assistance Summary

1.2 Fund Sources (Continued)

Fund	Direct Service Amount	Program Delivery Amount	Total Allocation	Additional Information
Utility Repair Replacement Deposit (URRD)	\$2,191.67	\$438.33	\$2,630.00	Refer to Exhibit A: URRD Program Summary. Refer to Exhibit A, Appendix B: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status.
20% of URRD allocation above is available for HVAC Pilot Program	\$0.00	\$0.00		Refer to Exhibit A: URRD Program Summary
Unisource Electric Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Unisource Electric Bill Assistance Program Summary
Warm Spirit Electric - Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Warm Spirit Program Summary
Warm Spirit Gas - Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Warm Spirit Program Summary
Heat Relief Initiative -- Replacement	\$0.00	\$0.00		Refer to Exhibit A: Heat Relief Initiative Program Summary
Heat Relief Initiative -- Repair Only	\$0.00	\$0.00		Refer to Exhibit A: Heat Relief Initiative Program Summary

1.2. Fund Sources (Continued). Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

The table above, which highlights certain provisions of the Program Documents, is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between the summaries reflected in this Section and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by Wildfire on dates and times selected by Wildfire.

1.4 Program Modification. Wildfire and the Fund Sources reserve the right to modify program eligibility

guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to **Section 2.2**, the term of this Agreement will begin on the later of full execution of this Agreement or **July 1, 2025** (the "Effective Date") and end on **June 30, 2026**.

2.2 Termination. Either Wildfire or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to Wildfire, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire will be obligated to provide funding to Contractor for services rendered according to the terms of this contract up to the date of termination. Wildfire will not be obligated to provide funding to Contractor for any services performed after the date of termination. The remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by **Section 4**. After the 15th day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. Wildfire may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from Wildfire.

3.4 Expenditures. Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an

over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 Nature of Relationship. As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold Wildfire and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. Wildfire agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of Wildfire or Wildfire's employees or agents.

3.8 Insurance.

- 3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.
- 3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- 3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.
 - a) *Commercial General Liability – Occurrence Form*
 - General Aggregate: The policy will have a combined single limit of \$2,000,000 for

each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”*.
- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

○ *b) Automobile Liability*

- 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 shall be endorsed to include the following additional insured language: *“Arizona Community Action Association DBA Wildfire shall be named as additional insured 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”*.

○ *c) Worker's Compensation and Employers' Liability*

- The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.
- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 3.8.4 Wherever additional insured status is required, 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 Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.
- 3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- 3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates

and endorsements are to be received and approved by Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

- 3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 3.8.9. In the event the Contractor is a public entity, then the insurance requirements shall not apply. Such public entity, during the term of this Agreement, shall maintain liability insurance or self-insurance coverage for the negligent acts, errors and omissions of its officers, officials, agents, employees or volunteers. Contractor shall furnish Wildfire with evidence of its self-insured policy by submitting a certificate of insurance. Contractor shall maintain insurance policies for the duration of the term of this Agreement.

4. Compliance with Terms of Funding.

4.1 Contractor's Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 Grants Management System Database (GMS). Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this **Section 5** for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of,

Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by Wildfire. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by Wildfire to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement; (d) is required by law to be disclosed; (e) is in the non-disclosing party's possession prior to disclosure by the disclosing party; (f) is independently developed or otherwise discovered by the non-disclosing party; and/or (g) the duty as to confidentiality is waived in writing by the disclosing party. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to Wildfire or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. Audit and Inspection. Wildfire will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. Limitation of Liability. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and

reimbursement hereunder. Wildfire's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to Wildfire or directly to Contractor) pursuant to the Program Documents. Wildfire intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to Wildfire, then Wildfire reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by Wildfire in its sole discretion.

9. Assignment; Subcontractors. Contractor may not assign Contractor's rights or obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire will not unreasonably withhold. Wildfire's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. Choice of Law and Forum. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. Integration; Modification; Waiver. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals, Attachments and Exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. Counterparts; Email. This Agreement may be executed in counterparts and delivered via email.

13. Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

14. Exhibits.

Exhibits are accessible via the following hyperlinks and are hereby incorporated into the main agreement:

Exhibit A [Home Energy Assistance Fund Policy Manual FY 2026](#)

Exhibit B [Federal Poverty Income Guidelines effective July 1, 2025 – June 30, 2026](#)

[Signature page follows]

INDEPENDENT CONTRACTOR AGREEMENT

2025-26 Utility Assistance Programs

Signature Page

In witness whereof, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
City of Surprise

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

Signature: _____

Signature: _____

Name: _____

Name: Kelly McGowan

Title: _____

Title: Executive Director

Date: _____

Date: _____

Address:

16000 N. Civic Center Plaza
Surprise, AZ 85374

Email: jennifer.cornelius@surpriseaz.gov

Address:

340 E Palm Lane, Suite 315
Phoenix, AZ 85004

Email: kmcgowan@wildfireaz.org



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 2025 Contact Person: Trisha Weston
Submitting Department: Human Svcs and Comm District: Citywide
Vitality
Staff Recommendations:

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

Consideration and action pertaining to approval of the Contract for Services with Area Agency on Aging, accepting grant funding, approving a Fiscal Year 2026 budget amendment moving budget in the amount of \$92,000 for the Congregate Meal Program, and an addition to the Fiscal Year 2026 Contract Awarding Authority List; Resolution #2025-99.

Motion:

I move to approve Resolution #2025-99.

Background:

The City of Surprise, through its Human Service & Community Vitality (HSCV) Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004. The grant award will serve to support the congregate meal program and a portion of the Senior Center multipurpose operations that support this program.

Objective Analysis:

This action will allow the HSCV Department to maintain the congregate meal service program at the Senior Center.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

This grant award is \$12,000 for part-time salaries and \$80,000 for special event hosting for a one-time total of \$92,000. There is a 10% in-kind City match requirement in the amount of \$9,200 which will be met with HSCV's General Fund operating budget for a total grant budget of \$101,200.

Budget Impact:

This action requires a movement of budget authority in the amount of \$80,000 from general contingency to project G51509 FY26 AAA Meals, \$12,000 from general contingency to project G51519 FY26 AAA Senior Center in the Grants Fund to cover projected expenditures, and \$9,200 from the General Fund

into Project G51509 to cover the match. 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. Area Agency on Aging Contract-2026-36-SUR
 2. FINAL_Resolution 2025-99 (3)
-

Contract #2026-36-SUR

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Surprise
15832 N. Hollyhock St
Surprise, AZ 85378
623-222-1500 fax: 623-222-1501
EIN 86-60007796

DURATION OF THE CONTRACT, FY 2026: July 1, 2025 and shall end June 30, 2026

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic,
President & CEO

Programmatic Authority: Ismael Cantu,
Director of Contract Administration

Daily Contacts: Kathy Flores, Contract
Specialist

Seth Dyson,
Director-Human Service &
Community Vitality
Trisha Weston, Senior Services
Supervisor
Trisha Weston, Senior Services
Supervisor

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

Donna Martin, Revenue Department, 16000 N. Civic Center Plaza Surprise, AZ 85374

This Contract is entered into by and between City of Surprise, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

City of Surprise

Signature and Date

Mary Lynn Kasunic, President & CEO

Signature and Date

**Seth Dyson, Director-Human Service &
Community Vitality**

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2026-36-SUR

CONTRACTOR: City of Surprise

TYPE: **Original Contract**

CONTRACT TERM: July 1, 2024 to June 30, 2026

Contract Reimbursement Ceiling for all Services: TOTAL: \$ 92,000

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Multipurpose Operations
Area Agency	80,000	12,000
Project Income	20,880	-
Non-Fed Inkind	-	-
Non-Fed Cash	96,361	169,801
Other Federal	-	-
TOTAL	197,241	181,801
EXPENSES		
Personnel	119,877	137,960
ERE	22,264	25,741
Prof&Outside	-	-
Travel	-	-
Space	8,500	12,300
Equipment	-	-
Materials/Supl	45,200	5,400
Operating Svc	1,400	400
Indirect	-	-
TOTAL	197,241	181,801
UNITS	8,700	3,000
UNIT RATE	\$ 22.67	\$ 60.60

ADES Special Terms and Conditions

1.0 DEFINITION OF TERM

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 “*Award Date*” The date the Contract is executed by Area Agency. This may or may not be the same date as the “Effective Date” which is the date specified on the Offer and Award or Signature Page.
- 1.2 “*Client Specific Referral*” Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.
- 1.3 “*Department*” The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.4 “*Effective Date*” The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.5 “*Equipment*” All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities’ improvements).
- 1.6 “*May*” Indicates something that is not mandatory but permissible.
- 1.7 “*Purchase Order*” also known as “Purchase Authorization” or “Release Order” is an authorized document to procure goods or services.
- 1.8 “*Shall, Must*” Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.
- 1.9 “*Should*” Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.
- 1.10 “*Vulnerable adult*” An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.
- 1.11 “*Additional Insured*” Specifically includes all agencies and requirements as identified in Section 26.4.3.
- 1.12 “*Area Agency*” Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.
- 1.13 “*Contract Specialist*” Is the Area Agency staff person who is assigned managerial responsibility for the contract.
- 1.14 “*Scope of Work*” The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.

- 1.15 “*Service Specification*” The Area Agency description of service(s) to be provided pursuant of this contract.

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 “This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency.”

3.0 ASSIGNMENT

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 Merger, Reorganization or Change of Ownership

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0 AUDIT

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0 AUTHORIZATION FOR SERVICES

5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE ARIZONA CENTRALIZED BACKGROUND CHECK (CBC).

If providing direct services to children or vulnerable adults, the following shall apply:

6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

6.2 The Contractor shall link their Arizona Centralized Background Check (CBC) Employer account to the Agency account with the following email address: Region1centralregistry@aaaphx.org
The Contractor shall ensure that all employees and volunteers providing services to the Area Agency

clients, conduct a CBC check through the web portal of the Arizona Department of Economic Security (ADES) (<https://des.az.gov/CBC>) using the Area Agency contract number CTR048037 and the ADES division name: DAAS, as a factor for the Contractor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

- 6.2.1 Any person who applies for a contract with Area Agency and that person's employees;
- 6.2.2 All employees of a contractor;
- 6.2.3 A subcontractor of a contractor and the subcontractor's employees; and
- 6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 6.3 A person who is disqualified because of an Arizona Centralized Background Check (CBC) may apply to the Board of Fingerprinting for an exception pursuant to A.R.S. § 41-619.57. A person who is granted an exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted an exception.
- 6.3.1 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.4 A person awaiting receipt of the Arizona Centralized Background Check (CBC) may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form if the certification state:
 - 6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 6.5 If Arizona Centralized Background Check (CBC) specifies any disqualifying act and the person does not have an exception, the person shall be prohibited from providing direct services to Area Agency clients.
- 6.6 The Contractor shall maintain the Arizona Centralized Background Check (CBC) results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.
- 6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form (Exhibit A English, Exhibit B Spanish) and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: <https://des.az.gov/documents-center>.

7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

- 9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its

duties under the contract;

9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;

9.3 Provided favorable or unfavorable treatment to anyone;

9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;

9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or

9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

10.0 COMPETITIVE BIDDING

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11.0 COMPLIANCE WITH APPLICABLE LAWS

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12.0 CONFIDENTIALITY

12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.

12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

- 13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.
- 13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.
- 13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.
- 13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

14.0 COOPERATION

- 14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15.0 COOPERATION INVESTIGATION

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

16.0 DATA SHARING AGREEMENT

- 16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.
- 16.2 The Data Sharing Request Agreement is located at: <http://des.az.gov/documents-center>. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:
- 16.2.1 Document Number J-119-Single (For requests involving a single division or program).
- 16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

17.0 EQUIPMENT

- 17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area

Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

- 17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.
- 17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.
- 17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.
- 17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.

18.0 EVALUATION

- 18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.

19.0 E-VERIFY

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

- 19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*
- 19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES

- 20.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:

- 21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

22.0 FEES AND PROGRAM INCOME

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

23.0 FINGERPRINTING

- 23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.

Exhibit C English

Exhibit D Spanish

- 23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:
- 23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.
- 23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept

certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.

24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

25.0 INCLUSIVE CONTRACTOR

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26.0 INDEMNIFICATION AND INSURANCE

26.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2 Insurance Requirements

26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that

arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

26.3 Minimum Scope and Limits of Insurance

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability (CGL) – Occurrence Form

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

- | | |
|---|-----------------------------------|
| • General Aggregate | \$3,000,000 (ALTCS) / \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- | | |
|-------------------------------|-------------|
| • Combined Single Limit (CSL) | \$1,000,000 |
|-------------------------------|-------------|
1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' 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 |
1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement,

in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is \$100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

26.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, 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).

- 26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

- 26.4.3 Required Agencies:

- ☒ Area Agency on Aging, Region One Incorporated
- ☒ State of Arizona and Department of Economic Security
- ☒ Banner University Family Plan
- ☒ UnitedHealthcare Community Plan

26.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

26.6.1 Contractor's insurance shall be placed with companies 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. 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.

26.6.2 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

Exceptions

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28.0 LEVELS OF SERVICE

28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29.0 LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location:
<https://des.az.gov/digital-library/limited-english-proficiency>.

30.0 NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

- 31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
- 31.3.1 “Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, **(insert Contractor name here)** prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The **(insert Contractor name here)** must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the **(insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** *“Para obtener este documento en otro formato o obtener información adicional sobre esta política, **(insert Contractor contact person and phone number here)**.”*

32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

- 32.1 All notices shall reference the contract number.
- 32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:
- 32.2.1 Change of telephone number;
- 32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;
- 32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or
- 32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

- 33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
- 33.1.1 ADES Special Terms and Conditions;
- 33.1.2 Uniform Terms and Conditions;
- 33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services
- 33.1.4 Scope of Work;
- 33.1.5 Service Specifications

- 33.1.6 Area Agency Manuals, Policies and Directives
- 33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;
- 33.1.8 Exhibits;
- 33.1.9 Documents referenced or included in the Solicitation;

34.0 PANDEMIC CONTRACTUAL PERFORMANCE

- 34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 34.1.2 Alternative methods to ensure there are services or products in the supply chain.
 - 34.1.3 An up to date list of company contacts and organizational chart.
- 34.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, Area Agency shall have the following rights:
 - 34.2.1 After the official declaration of a pandemic, Area Agency may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 34.2.2 Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
 - 34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

35.0 PARTICIPATION IN BOYCOTT OF ISRAEL

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

36.0 PAYMENTS

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

- 36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:
 - 36.1.1 ☒ Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall only be made by a Contract Amendment.
 - 36.1.2 ☐ Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.
- 36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue payment based upon actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.

- 36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Area Agency for approval. A new Itemized Service Budget shall not be required.
- 36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.
- 36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.
- 36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.
- 36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.
- 36.6 Under no circumstances shall Area Agency make payment to the Contractor:
- 36.6.1 That exceeds the unit authorized without an amendment to this contract;
- 36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or
- 36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 36.8 Compensation for Rate or Fixed Price
- 36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.
- 36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
- 36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.
- 36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
- 36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of

the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.

36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.

36.9 Compensation for Fixed Price with Price Adjustment

36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.

36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.

36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.

36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.

36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

37.0 PAYMENT RECOUPMENT

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;

37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;

37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;

37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;

37.6 Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;

37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;

37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and

37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

38.0 PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

39.0 PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40.0 PROFESSIONAL STANDARDS

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

41.0 RATE ADJUSTMENT

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. Area Agency will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of Area Agency. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated
Contracts Department
1366 E Thomas Road, Suite 108
Phoenix, Arizona, 85014

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;

2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.

42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.

42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.

42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43.0 RELATIONSHIP OF PARTIES

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

- 43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.
- 43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

- 44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*
- 44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.
- 44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.

- 44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.
- 44.5 Providers must report all unusual incidents in writing to Area Agency Contracts Department within two (2) business days. An unusual incident is defined as any potentially liable circumstance that occurs in the provider's facility or occurs while conducting services.
- If the incident involves calling 9-1-1, the incident must be reported by telephone and email within 24 hours to Area Agency Contracts Staff.
 - An unusual incident would include but not limited to medical situations, accidents, fights or other major conflicts, any reasonable suspicion of any form of abuse or neglect, and criminal actions.
 - Case managers must be informed of all incident reports.

Exhibit F

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46.0 SUBCONTRACTS

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

- 46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.
- 46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:
- 46.2.1 Be on the Contractors company letterhead;
- 46.2.2 Be signed by an authorized representative of the Contractor; and
- 46.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 2. The certifications required of the subcontractor (if any);
 3. The subcontractor's small business status (if applicable);
 4. The type of goods and/or services to be provided by the subcontractor;
 5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- 46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.
- 46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.

47.0 SUBSTANTIAL INTEREST DISCLOSURE

- 47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
- 47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in

writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

- 47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48.0 SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49.0 SUSPENSION OR DEBARMENT

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

50.0 TECHNICAL ASSISTANCE

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51.0 TERMINATION FOR ANY REASON

- 51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- 51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.
- 51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

53.0 TRANSFER OF KNOWLEDGE

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54.0 TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff

to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

55.0 UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56.0 VISITATION, INSPECTION AND COPYING

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57.0 WARRANTY OF SERVICES

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

Uniform Terms and Conditions

1.0 DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 “*Attachment*” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 “*Contract*” means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.
- 1.3 “*Contract Amendment*” means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
- 1.4 “*Contractor*” means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.
- 1.5 “*Days*” means calendar days unless otherwise specified.
- 1.6 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.
- 1.7 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 “*Materials*” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 “*Procurement Officer*” means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 “*Services*” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 “*State Fiscal Year*” means the period beginning with July 1 and ending June 30.

2.0 CONTRACT INTERPRETATION

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1 ADES Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services
- 2.3.4 Scope of Work;
- 2.3.5 Service Specifications;
- 2.3.6 Area Agency manuals, policies and directives;
- 2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions
- 2.3.8 Exhibits;
- 2.3.9 Documents referenced or included in the Solicitation.
- 2.4 **Relationship of Parties**. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 **Severability**. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parole Evidence**. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 **No Waiver**. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.0 CONTRACT ADMINISTRATION AND OPERATION**
- 3.1 **Records**. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 **Non-Discrimination**. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 **Audit**. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 **Facilities Inspection and Materials Testing**. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.
- 3.5 **Notices**. Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an

amendment to the Contract shall not be necessary.

- 3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Area Agency President/CEO or designee.
- 3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.
- 3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee requesting the issuance of this contract.
- 3.9 **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program 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."*
- 3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 4.0 COSTS AND PAYMENTS**
- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
- 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.

- 4.3.2 **State and Local Transaction Privilege Taxes.** The State of Arizona and Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State, Area Agency, and its funders harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.
- 4.4 **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or Area Agency may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract; or
- 4.5.3 Cancel the contract and re-solicit the requirements.

5.0 CONTRACT CHANGES

- 5.1 **Amendments.** This Contract is issued under the authority of the Area Agency President/CEO who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6.0 RISK AND LIABILITY

- 6.1 **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 **Indemnification.**
- 6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of

entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 **Public Agency Language Only.** 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."

6.2.3 **Indemnification for Subcontractor.** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and 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 or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure.**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract 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; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by

Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 WARRANTIES

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that any material supplied to Area Agency shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.

7.5 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Area Agency or State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 CONTRACTUAL REMEDIES

8.1 **Right to Assurance.** If Area Agency in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

- 8.2 **Stop Work Order.**
- 8.2.1 The Area Agency may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.
- 8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Area Agency may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
- 9.0 **CONTRACT TERMINATION**
- 9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 **Gratuities.** Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 **Suspension or Debarment.** Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.
- 9.4 **Termination for Convenience.** Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination

under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 CONTRACT CLAIMS

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

CONTRACTOR SPECIFIC TERMS
Subcontract Provisions for ALTCS Funded Service Programs

Based on the Area Agency's contract with the ALTCS Agencies, the following provisions are additional requirements to all subcontractors for adult day health care and home delivered meal services.

1. Definitions

- a. ALTCS shall mean Arizona Long Term Care System
- b. ALTCS Agency shall mean individually or collectively the following agencies: Banner University Family Plan, UnitedHealthcare Community Plan, Mercy Care Plan, and any other agency(s) that may be initiated by ALTCS during the duration of this contract.
- c. AHCCCS shall mean Arizona Health Care Cost Containment System administration.

2. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.

3. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of Area Agency which may require further approval from an ALTCS Agency. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCS. (A.A.C. R2-7-305)

4. Awards of Other Subcontracts AHCCCS and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (A.A.C. R2-7-308)

5. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCS simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)

6. Certification of Truthfulness of Representation By signing this contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.

7. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)

8. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS. A.R.S. §41-2548; 45 CFR 74.48(d)

9. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this contract, without limitation to those designated within this contract. [42 CFR 434.70] [42CFR 438.6(1)]

10. Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with federal and State laws and regulations, including but not limited to, 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, (for Acute), 36-2932 (for (ALTCS), 41-1959 and 46-135, THE Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, and AHCCCS Rules.

11. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this contract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.
12. Contract Claims and Disputes Contract claims and disputes arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. for (ALTCS).
13. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCS.
14. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.
15. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred (related to business operations, not related to client / participant fraud or abuse), the Contractor shall report the incident to the Area Agency and to AHCCCS Office of Inspector General immediately within one business day and to the ALTCS Agency. All other incidents of potential fraud should be reported to the Area Agency.
16. General Indemnification To the extent permitted by law the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Area Agency and Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. Contractor shall provide training staff regarding fraud, waste, and abuse of contracted services and funds.
17. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet **ADES Special Terms and Conditions section 26.0 Indemnification and Insurance**. The Contractor agrees that any insurance protection required by this contract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCS, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Contractor is exempt under A.R.S. §23-901, and when such Contractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*
18. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Contractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System. This limitation does not prevent the Contractor from engaging in additional services to the client that are specifically requested by the client or from the financially responsible relative or representative for covered services. Contractor must first submit notification to the ALTCS Agency representative of the eligible member and document such notification and the confirmation from the representative. For only these additional services may the Contractor bill, collect, or attempt to collect payment from persons herein identified.
19. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCS through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.
20. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)
21. Prior Authorization and Utilization Management The Area Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.

22. Records Retention

- a. The Contractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files, and other records specified by AHCCCS.
- b. The Contractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, state, or federal government.
- c. The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law. For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part that a health care provider shall retain patient medical records according to the following:
 1. If the patient is an adult, the Contractor shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from the Contractor.
 2. If the patient is under eighteen (18) years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from the Contractor, whichever date occurs later.
 3. In addition, the Contractor shall comply with the record retention periods specified in the HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).
- d. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS §41-2548)

23. Severability If any provision of these standard contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

24. Standards of Conduct The Contractor will perform services for ALTCS members consistent with the proper and required practice of medicine including requirements within this contract and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.

25. Subjection of Subcontract Contractor may not engage in a subcontract for Area Agency services without prior written consent from the Area Agency. The terms of any subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and Area Agency and AHCCCS for the provision of covered services.

26. Termination of Contract Area Agency may, by written notice to the Contractor, terminate this contract if it is found, after notice and hearing by the Area Agency and/or State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the Area Agency and/or State makes such findings shall be in issue and may be reviewed in any competent court. If the contract is terminated under this section, unless the Contractor is a governmental agency, instrumentality or subdivision thereof, Area Agency and/or AHCCCS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. [AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6)]

27. Voidability of Contract This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract without Area Agency's prior written approval.

28. Warranty of Services The Contractor, by execution of this contract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

16.0 CONGREGATE MEALS

16.1 Purpose Statement

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 Service Description

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 Service Requirements – The Contractor shall provide:

16.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
 - a) A dietitian or other individual meeting the requirements in Section 17.4;
 - b) Meal participants; and
 - c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
 - a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
 - b) Plan menus considering the availability of foods during seasons when they are most plentiful.
 - c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
 - d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority (≥ 80%) as hot meals.
 - iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.

16.3.2

Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.
2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
 - b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
 - c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
 - d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3

Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4

Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall

be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.

5. Publicly Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.
8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.
 - a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 **Social Interaction**

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 **Site Monitoring**

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 **Licensure/Certification Requirements**

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment
Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 **Reporting Unit**

16.5.1 One (1) unit of service equals one (1) meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION
 - a. To provide for delivery of congregate meals.
2. STAFFING REQUIREMENTS
 - a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
 - b. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
 1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
 2. Document staff certification and training in personnel files.
3. CLIENT CONTRIBUTION POLICIES
 - a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
 - b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
 - c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
 - d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
 - e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
 - f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.
4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

 - a. All congregate meal operations must be conducted using the Area Agency electronic database.
 - b. Reports and documentation must be reported on a calendar month only as follows:
 - i. program reports completed by the 5th of each month.
 - ii. financial statement completed by the 10th of each month.
5. DEFINITION OF UNIT OF SERVICE
 - a. One unit of service equals one meal served to a client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

29.0

MULTIPURPOSE CENTER OPERATIONS

29.1 **Purpose Statement**

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 **Service Description**

29.2.1 **Taxonomy Definition** - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 **Eligibility Requirements** - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 **Service Requirements – The Contractor shall provide:**

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and

- offered by other agencies; and
3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.
- 29.3.5 Education:
1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
 2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
 3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
 4. Develop and maintain on-going physical activity programs;
 5. Coordinate with local community resources to provide health screening and health risk assessments; and
 6. Provide training on the self-management of chronic conditions.
- 29.3.6 Volunteer Opportunities:
1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
 2. Implement a volunteer recruitment system;
 3. Provide job descriptions for volunteers; and
 4. Provide and document training for volunteers.
- 29.3.7 Recreational Activities:
1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;
- 29.3.8 Intergenerational Programs:
1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.
- 29.4 **Licensure/Certification Requirements**
- 29.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.
- 29.5 **Reporting Unit**
- 29.5.1 One (1) unit of service equals 60 minutes of service time.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

39.0 SOCIALIZATION AND RECREATION

39.1 **Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 **Service Description**

39.2.1 **Taxonomy Definition** - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 **Service Requirements – The Contractor shall provide the following:**

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 **Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

**MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION**

1. SERVICE STANDARDS

Contractor shall comply with the following minimum standards:

- a. Health Promotion
Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise
Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.
- c. Staffing
Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS

Area Agency recognizes two forms of units for this service:

- a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
- b. Staff hour: the staff reporting time is limited to the following categories:
 - i. program planning.
 - ii. conducting activities.
 - iii. providing social services.
 - iv. conducting outreach.
 - v. volunteer coordination to include recruitment, supervision, recognition.
 - vi. staff training provided to contractor staff / volunteers.
 - vii. continuing education for staff / volunteers.

For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
 - i. program report for activities completed by the 5th of each month.
 - ii. program report for MCO units completed by the 5th of each month.
 - iii. financial statement completed by the 10th of each month.

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

City of Surprise

Site Name, Address, Phone#, Fax#	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area or PSA to be Served
City of Surprise 16000 N. Civic Center Plz Surprise, AZ 85374 623.222.3250	☐	Administration	Monday – Friday 8:00 a.m. - 5:00 p.m.	Click or tap here to enter text.
Surprise Senior Center 15832 N. Hollyhock St. Surprise, AZ 85378 623.222.1500 Fax 623.222.1501	☐	Congregate Meals Multipurpose Center Operations	Monday – Friday 8:00 a.m. – 4:00 p.m.	Click or tap here to enter text.

HOLIDAY OBSERVANCES

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

☒ New Year's Day	☒ Juneteenth	☒ Veteran's Day	☒ Other: Facility Move 2-5 days Spring 2026 TBD
☒ Martin Luther King Jr's	☒ Independence Day	☒ Thanksgiving Day	☐ Other: Type here
☒ President's Day	☐ Rosh Hashanah	☒ Day after Thanksgiving	☐ Other: Type here
☐ Cesar Chavez Day	☒ Labor Day	☒ Christmas Eve	☐ Other: Type here
☐ Good Friday	☐ Yom Kippur	☒ Christmas Day	☐ Other: Type here
☒ Memorial Day	☐ Columbus Day	☐ New Year's Eve	☐ Other: Type here

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF SURPRISE

Signature and Date

**Seth Dyson, Director-Human Service &
Community Vitality**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF SURPRISE

Signature and Date

**Seth Dyson, Director-Human Service &
Community Vitality**

EXHIBIT A

AAA-1344A FORENG (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY Division of Aging and Adult Services

DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name (Last, First, M.I.) _____ SOC. SEC. NO. _____

Date of Birth _____ Aliases (e.g., maiden, nicknames) _____

Address (No., Street) _____

City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

Employers: Maintain this form as confidential.

EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

EXHIBIT B

AAA-1344A FORSPA (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
División de Servicios para Adultos y Personas de la Tercera Edad
POSICIÓN DE SERVICIO DIRECTO

Usted ha solicitado un puesto que brinda servicios directos a niños o adultos vulnerables. Los Estatutos Revisados de Arizona (ARS § 8-804.1) requieren que usted certifique, bajo pena de perjurio, si se hizo una alegación de abuso o negligencia en su contra y fue corroborada. Si su certificación no indica una investigación en curso o un informe fundamentado de abuso o negligencia, su empleador puede permitirle que brinde servicios directos en espera de los hallazgos de una Búsqueda en el Registro Central para Verificación de Antecedente por parte de la División de Servicios para Adultos y Personas de la Tercera Edad. Su empleador debe mantener este formulario y toda la información proporcionada en él de forma confidencial.

Nombre (*Apellido, Nombre, Inicial del 2do Nom.*) _____ NÚM. SEG. SOC. _____

Fecha de nacimiento _____ Alias (*p. ej., apellido de soltera, apodos*) _____

Dirección (*Núm., Calle*) _____

Ciudad _____ Estado _____ Código postal _____

¿Está actualmente sujeto a una investigación de abuso o negligencia infantil en Arizona, otro estado o jurisdicción que resultó en un hallazgo fundamentado (*que se determinó que ocurrió*)? ☐ Sí ☐ No

¿Alguna vez ha sido objeto de una investigación de abuso o negligencia infantil en Arizona, otro estado o jurisdicción que resultó en un hallazgo fundamentado (*que se determinó que ocurrió*)? ☐ Sí ☐ No

En caso afirmativo, a la pregunta inmediatamente anterior:

¿Cuál fue la acusación?

¿Cuándo se llevó a cabo la(s) investigación(es)? _____

¿Dónde se llevó a cabo la investigación? _____

Si desea proporcionar información adicional, consulte el Suplemento de Posición de Servicio Directo.

DECLARACIÓN DE CERTIFICACIÓN

Al firmar este formulario, certifico que la información proporcionada es verdadera, correcta y completa a mi leal saber y entender.

Firma _____ Fecha _____

Empleadores: Mantenga este formulario como confidencial.

EXPLICACIÓN

Si alguna vez ha sido objeto de una investigación de abuso o negligencia infantil en Arizona, otro estado o jurisdicción que resultó en un hallazgo fundamentado (*que se determinó que ocurrió*), puede proporcionar una explicación del incidente de abuso o negligencia infantil. No incluya el nombre de ningún niño o persona involucrada en la investigación. Si necesita más espacio, adjunte hojas adicionales.

Programa y Empleador con Igualdad de Oportunidades • Servicios y ayudantes auxiliares para personas con discapacidades están disponibles a petición • Para obtener este documento en otro formato u obtener información adicional sobre esta política, comuníquese con el División de Servicios para Adultos y Personas de la Tercera Edad al 602-542-4446; Servicios de TTY/TDD: 7-1-1 • Available in English online or at the local office.

EXHIBIT C

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statutes, to help us determine your fitness to have unsupervised access to vulnerable persons. Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.

Be sure that you go over all six (6) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name (First, Middle, Last): _____ Date of Birth (MM/DD/YY): _____

Address (No., Street, Apt. No.): _____

City: _____ State: _____ ZIP Code: _____

Check one of the following and provide information as directed:

- ☐ I have not been convicted of nor am I under pending indictment for any crimes.
- ☐ I have been convicted of or I am under pending indictment for the following crime(s) (Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed):

ALSO – Check one of the following:

- ☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- ☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. (If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

	YES	NO
1. Sexual abuse of vulnerable adult	☐	☐
2. Incest	☐	☐
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	☐	☐
4. Sexual assault	☐	☐
5. Sexual exploitation of a minor or vulnerable adult	☐	☐
6. Commercial sexual exploitation of a minor or vulnerable adult	☐	☐
7. Child prostitution as prescribed in A.R.S. § 13-3212	☐	☐
8. Child abuse	☐	☐
9. Felony child neglect	☐	☐
10. Sexual conduct with a minor	☐	☐
11. Molestation of a child or vulnerable adult	☐	☐
12. Dangerous crime against children as defined in A.R.S. § 13-705	☐	☐
13. Exploitation of minors involving drug offenses	☐	☐
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	☐	☐
15. Neglect or abuse of a vulnerable adult	☐	☐
16. Sex trafficking	☐	☐
17. Sexual abuse	☐	☐
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	☐	☐
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	☐	☐
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	☐	☐
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	☐	☐
22. Luring a minor for sexual exploitation	☐	☐
23. Enticement of persons for purposes of prostitution	☐	☐
24. Procurement by false pretenses of persons for purposes of prostitution	☐	☐
25. Procuring or placing persons in a house of prostitution	☐	☐
26. Receiving earnings of a prostitute	☐	☐
27. Causing one's spouse to become a prostitute	☐	☐
28. Detention of persons in a house of prostitution for debt	☐	☐
29. Keeping or residing in a house of prostitution or employment in prostitution	☐	☐
30. Pandering	☐	☐
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	☐	☐

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage	☐	☐
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555	☐	☐
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558	☐	☐
35. Any felony offense involving contributing to the delinquency of a minor	☐	☐
36. Unlawful sale or purchase of children	☐	☐
37. Child bigamy	☐	☐
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than \$250, but less than \$1000 if the offense was committed before June 29, 2009	☐	☐
39. Felony indecent exposure	☐	☐
40. Felony public sexual indecency	☐	☐
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card	☐	☐
42. Terrorism	☐	☐
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03	☐	☐

Appealable 5 Years After Conviction

The following felony offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment	☐	☐	☐
2. Threatening or intimidating	☐	☐	☐
3. Assault	☐	☐	☐
4. Aggravated assault	☐	☐	☐
5. Unlawfully administering intoxicating liquors, narcotic drugs or dangerous drugs	☐	☐	☐
6. Dangerous or deadly assault by prisoner or juvenile	☐	☐	☐
7. Prisoners who commit assault with intent to incite to riot or participate in riot	☐	☐	☐
8. Assault by vicious animals	☐	☐	☐
9. Drive by shooting	☐	☐	☐
10. Assaults on public safety employees or volunteers and state hospital employees	☐	☐	☐
11. Discharging a firearm at a structure	☐	☐	☐
12. Prisoner assault with bodily fluids	☐	☐	☐
13. Aiming a laser pointer at a peace officer	☐	☐	☐
14. Possession and sale of peyote	☐	☐	☐
15. Possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐	☐

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons	☐	☐	☐
17. Sale of regulated chemicals	☐	☐	☐
18. Sale of precursor chemicals	☐	☐	☐
19. Production or transportation of marijuana	☐	☐	☐
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs	☐	☐	☐
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	☐	☐	☐
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	☐	☐	☐
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	☐	☐	☐
24. Involving or using minors in drug offenses	☐	☐	☐
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	☐	☐	☐
26. Possession, manufacture, delivery and advertisement of drug paraphernalia	☐	☐	☐
27. Use of wire communication or electronic communication in drug-related transactions	☐	☐	☐
28. Using a building for sale or manufacture of dangerous or narcotic drugs	☐	☐	☐
29. Manufacture or distribution of prescription-only drug	☐	☐	☐
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	☐	☐	☐
31. Manufacture of certain substances and drugs by certain means	☐	☐	☐

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

	YES	NO
1. Theft	☐	☐
2. Theft by extortion	☐	☐
3. Shoplifting	☐	☐
4. Forgery	☐	☐
5. Criminal possession of a forgery device	☐	☐
6. Obtaining a signature by deception	☐	☐
7. Criminal impersonation	☐	☐
8. Theft of a credit card or obtaining a credit card by fraudulent means	☐	☐
9. Receipt of anything of value obtained by fraudulent use of a credit card	☐	☐
10. Forgery of a credit card	☐	☐

	YES	NO
11. Fraudulent use of a credit card	☐	☐
12. Possession of any machinery, plate or other contrivance or incomplete credit card	☐	☐
13. False statements as to financial condition or identity to obtain a credit card	☐	☐
14. Fraud by persons authorized to provide goods or services	☐	☐
15. Credit card transaction record theft	☐	☐
16. Misconduct involving weapons	☐	☐
17. Misconduct involving explosives	☐	☐
18. Depositing explosives	☐	☐
19. Misconduct involving simulated explosives	☐	☐
20. Concealed weapon violation	☐	☐
21. Misdemeanor indecent exposure	☐	☐
22. Misdemeanor public sexual indecency	☐	☐
23. Aggravated criminal damage	☐	☐
24. Adding poison or other harmful substance to food, drink or medicine	☐	☐
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	☐	☐
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	☐	☐
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	☐	☐
28. Misdemeanor offenses involving child neglect	☐	☐
29. Misdemeanor offenses involving contributing to the delinquency of a minor	☐	☐
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	☐	☐
31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of \$250 but less than \$1000 and the offense was committed before June 29, 2009	☐	☐
32. Arson	☐	☐
33. Criminal damage	☐	☐
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	☐	☐
35. Taking identity of another person or entity	☐	☐
36. Aggravated taking identity of another person or entity	☐	☐
37. Trafficking in the identity of another person or entity	☐	☐
38. Cruelty to animals	☐	☐
39. Prostitution as described in A.R.S. § 13-3214	☐	☐
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	☐	☐
41. Welfare fraud	☐	☐
42. Kidnapping	☐	☐
43. Robbery, aggravated robbery or armed robbery	☐	☐
44. Misdemeanor endangerment	☐	☐
45. Misdemeanor threatening or intimidating	☐	☐
46. Misdemeanor assault	☐	☐
47. Misdemeanor aggravated assault	☐	☐
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	☐	☐

	YES	NO
49. Misdemeanor dangerous or deadly assault by prisoner or juvenile	☐	☐
50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot	☐	☐
51. Misdemeanor assault by vicious animals	☐	☐
52. Misdemeanor drive-by shooting	☐	☐
53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees	☐	☐
54. Misdemeanor discharging a firearm at a structure	☐	☐
55. Misdemeanor prisoner assault with bodily fluids	☐	☐
56. Misdemeanor aiming a laser pointer at a peace officer	☐	☐
57. Misdemeanor possession and sale of peyote	☐	☐
58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐
59. Misdemeanor selling or giving nitrous oxide to underage persons	☐	☐
60. Misdemeanor sale of regulated chemicals	☐	☐
61. Misdemeanor sale of precursor chemicals	☐	☐
62. Misdemeanor production or transportation of marijuana	☐	☐
63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs	☐	☐
64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	☐	☐
65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	☐	☐
66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	☐	☐
67. Misdemeanor involving or using minors in drug offenses	☐	☐
68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	☐	☐
69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia	☐	☐
70. Misdemeanor use of wire communication or electronic communication in drug-related transactions	☐	☐
71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs	☐	☐
72. Misdemeanor manufacture or distribution of prescription-only drug	☐	☐
73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	☐	☐
74. Misdemeanor manufacture of certain substances and drugs by certain means	☐	☐

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

EXHIBIT D

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este affidavit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. **El dejar de revelar información verdadero y preciso en este affidavit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.**

Asegúrese que revise todas las seis (6) páginas del affidavit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre (Nombre, segundo, apellido): _____ Fecha de nacimiento (MM/DD/YY): _____

Dirección (Núm., calle, núm. de apto.): _____

Ciudad: _____ Estado: _____ Código postal: _____

Marque una de lo siguiente y proveer la información según las instrucciones:

- ☐ No he sido declarado culpable ni estoy acusado de ningún delito.
- ☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) (Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario):

TAMBIÉN – Marque una de lo siguiente:

- ☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.
- ☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. (Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y **NO TENDRÁ** derecho de apelar la decisión.)

Certifico que entiendo este affidavit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

Notary Public (Notario publico)

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	☐	☐
2. Incesto	☐	☐
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	☐	☐
4. Agresión sexual	☐	☐
5. Explotación de un menor o un adulto vulnerable	☐	☐
6. Explotación sexual comercial de un menor o un adulto vulnerable	☐	☐
7. Prostitución de un menor según A.R.S. § 13-3212	☐	☐
8. Abuso infantil	☐	☐
9. Negligencia de niño que sea un delito grave	☐	☐
10. Conducta sexual con un menor	☐	☐
11. Abuso inmoral de un menor o adulto vulnerable	☐	☐
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	☐	☐
13. Explotación de menores para delitos relacionados con drogas	☐	☐
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	☐	☐
15. Negligencia o abuso de un adulto vulnerable	☐	☐
16. Trafico de sexo	☐	☐
17. Abuso sexual	☐	☐
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	☐	☐
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	☐	☐
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	☐	☐
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	☐	☐
22. Seducir a un menor para el propósito de explotación sexual	☐	☐
23. Incitar a cualquier personas para propósitos de prostitución	☐	☐
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	☐	☐
25. Instigar o colocar personas en una casa de prostitución	☐	☐
26. Recibir ganancias de una persona prostituida	☐	☐
27. Causar prostitución de su cónyuge	☐	☐
28. Detención de personas en una casa de prostitución para satisfacer deudas	☐	☐
29. Mantener o residir en una casa de prostitución o empleo en prostitución	☐	☐
30. Proxenetismo	☐	☐

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308	☐	☐
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato	☐	☐
33. Representar un adulto como un menor según A.R.S. § 13 3555	☐	☐
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558	☐	☐
35. Algún delito que incluye contribuir a la delincuencia de un menor	☐	☐
36. La venta o compra ilegal de niños	☐	☐
37. Bigamia infantil	☐	☐
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de \$250, pero menos de \$1000 si los delitos fueron cometidos antes del 29 de junio de 2009	☐	☐
39. Delito grave de exhibicionismo	☐	☐
40. Delito grave de indecencia sexual pública	☐	☐
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1	☐	☐
42. Terrorismo	☐	☐
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03	☐	☐

Apelable 5 años después de condena

No se pueden apelar los siguientes delitos graves si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa	☐	☐	☐
2. Incendio intencional	☐	☐	☐
3. Agresión	☐	☐	☐
4. Agresión agravada	☐	☐	☐
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas	☐	☐	☐
6. Agresión peligrosa o mortal por parte de prisionero o menor	☐	☐	☐
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín	☐	☐	☐
8. Agresión mediante animales viciosos	☐	☐	☐
9. Tiroteo desde auto	☐	☐	☐
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	☐	☐	☐
11. Disparar un arma de fuego contra una estructura	☐	☐	☐
12. Agresión por parte de prisionero con fluidos corporales	☐	☐	☐

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden	☐	☐	☐
14. Posesión y venta de peyote	☐	☐	☐
15. Posesión y venta de alguna sustancia vaporoso que contiene sustancias tóxicas	☐	☐	☐
16. Vender o dar óxido nitroso a personas de menor de edad	☐	☐	☐
17. La venta de químicas reglamentadas	☐	☐	☐
18. La venta de químicos precursores	☐	☐	☐
19. Producción o transportación de la marihuana	☐	☐	☐
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas	☐	☐	☐
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta	☐	☐	☐
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas	☐	☐	☐
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años	☐	☐	☐
24. El hacer participar o usar menores durante delitos de drogas	☐	☐	☐
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas	☐	☐	☐
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas	☐	☐	☐
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas	☐	☐	☐
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas	☐	☐	☐
29. El fabricar o distribuir drogas disponibles solo por receta	☐	☐	☐
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación	☐	☐	☐
31. Manufactura de ciertas sustancias y drogas a través de ciertos medios	☐	☐	☐

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

	SÍ	NO
1. Hurto	☐	☐
2. Robo mediante extorsión	☐	☐
3. Hurto de mercancías en una tienda o negocio	☐	☐
4. Falsificación	☐	☐
5. Posesión criminal de un instrumento de falsificación	☐	☐
6. Obtener una firma mediante decepción	☐	☐
7. Personificación criminal	☐	☐
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos	☐	☐

EXHIBIT E

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-billing Due	Re-billing Time Limit
July	August 10 th	November 10 th	3 months
August	September 10 th	November 10 th	2 months
September	October 10 th	November 10 th	1 month
October	November 10 th	February 10 th	3 months
November	December 10 th	March 10 th	3 months
December	January 10 th	April 10 th	3 months
January	February 10 th	May 10 th	3 months
February	March 10 th	June 10 th	3 months
March	April 10 th	July 10 th	3 months
April	May 10 th	July 10 th	2 months
May	June 10 th	July 10 th	1 month
June	July 10 th	July 10 th	0 month

EXHIBIT F

Provider: _____

Site: _____

Date of Incident: _____

Time of Incident: _____

Location of Incident: _____

Name(s) of Person(s) involved: _____

Telephone report given to: (name of Area Agency staff): _____

Email/Telephone report given by: _____ Date: _____ Time: _____

Name of Case Manager Notified if applicable: _____

Nature of Incident (include name(s) of client(s) and staff involved).

Use additional pages if necessary.

This image shows a blank sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's part of a bound notebook or folder.

(Print) Name of Person completing the report: _____

Signature of person completing the report: _____

Instructions

Any incident occurring at an Area Agency on Aging, Region One supported facility or within services must be reported. A telephone call to the Area Agency Contract staff (602-264-2255) must occur promptly on serious (911) incidents. This report for all incidents must be emailed to Area Agency within 24 hours. Email to contractsdepartment@aaaphx.org

COMMUNICATION PAGE
(not an integral page of the Contract)

6/16/25

EMAIL COMMUNICATIONS TO:

Seth.dyson@surpriseaz.gov
Donnam.martin@surpriseaz.gov
Trisha.weston@surpriseaz.gov

RESOLUTION # 2025-99

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE CONTRACT FOR SERVICES BETWEEN THE CITY OF SURPRISE AND AREA AGENCY ON AGING; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$92,000 FROM AREA AGENCY ON AGING FOR THE CONGREGATE MEAL PROGRAM; AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$92,000 FROM GENERAL CONTINGENCY TO PROJECTS G51509 AND G51519 IN THE GRANTS FUND; AND AMENDING THE FISCAL YEAR 2026 CONTRACT AWARDING AUTHORITY LIST BY ADDING THE FY26 AAA GRANT, G51509/G51519, IN THE AMOUNT OF \$92,000 FOR GRANT SALARIES AND EXPENSES.

WHEREAS, the City of Surprise, through its Human Service & Community Vitality Department, applied for a continuation of a grant from Area Agency on Aging, Region One, Incorporated ("Contractor") that has been in place since 2004;

WHEREAS, the City desires to enter into a Contract for Services with Contractor to receive a grant for \$92,000 to support the City's congregate meal program and a portion of the City's Senior Center multipurpose operations that support the congregate meal program;

WHEREAS, all service expenditures pursuant to the proposed Contract for Services are on a reimbursement basis, up to \$92,000;

WHEREAS, there is a 10% in-kind City match requirement of \$9,200 which will be met with the Human Service and Community Vitality Department general fund budget for a total grant budget of \$101,200;

WHEREAS, the FY2026 budget, including the FY2026 Contract Awarding Authority List, was adopted by Council Resolution #2025-71 on June 3, 2025;

WHEREAS, this action will necessitate a budget amendment;

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

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

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

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

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the Fiscal Year 2026 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2025, through June 30, 2026.

Section 3. That the Contract for Services between the Area Agency on Aging, Region One, Incorporated and the City of Surprise (Contract #2026-36-SUR), attached as *Exhibit C*, is hereby approved.

Section 4. 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:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

**RESOLUTION 2025-99
EXHIBIT A**

1. Appropriation – The allocations below represent the movement of budget authority in the amount of \$92,000 from General Contingency to projects G51509 and G51519 in the Grants Fund to cover projected expenditures for the Congregate Meal Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51509 FY25 AAA Meals	E	-	80,000	80,000
Grants	Human Svcs and Comm Vitality	#G51509 FY25 AAA Meals	R	-	80,000	80,000
Grants	Human Svcs and Comm Vitality	#G51519 FY25 AAA Senior Center	E	-	12,000	12,000
Grants	Human Svcs and Comm Vitality	#G51519 FY25 AAA Senior Center	R	-	12,000	12,000
Contingency	General Operations	Contingency	E	79,361,100	(92,000)	79,269,100
Contingency	General Operations	Other	R	79,361,100	(92,000)	79,269,100
General Fund	Human Svcs and Comm Vitality	Supplies	E	160,400	(9,200)	151,200
General Fund	Human Svcs and Comm Vitality	#G51509 FY25 AAA Meals	E		9,200	9,200
Expense Total				79,521,500	-	79,521,500
Revenue Total				79,361,100	-	79,361,100

**RESOLUTION 2025-99
EXHIBIT B**

1. Contract Awarding Authority List – Council to approve adding an item on the Fiscal Year 2026 Contract Awarding Authority List for the FY26 AAA Grant in the amount of \$92,000 for grant salaries and expenses.

Reference #	Project Number	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26235	G51509, G51519	FY26 AAA Grant	\$0	\$92,000	\$92,000

RESOLUTION 2025-99
EXHIBIT C

Contract for Services (Contract #2026-36-SUR)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 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 acceptance of a Waterline Easement from Pulte Home Company, LLC, near 163rd Avenue and Visara Parkway.

Motion:

I move to accept the Waterline Easement from Pulte Home Company, LLC.

Background:

Pulte Homes Company, LLC is extending the waterline from the right of way boundary along 163rd Avenue, east to the next phase of the Visara development, across Tract E of Phase 1. The waterline connection will allow the next phase of development at Visara to move forward.

Objective Analysis:

Approval of this item will allow the city to maintain access to the waterline that is being extended.

Policy Compliant:

Approval of this item is policy compliant and advances the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Visara Waterline Easement PULTE SIGNED V2
 2. Visara Water Line Easement - CC 08.05.25
-

WHEN RECORDED, RETURN TO:

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

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this 10th day of June, 2025, by and between Pulte Home Company, LLC, a Michigan limited liability company, hereinafter referred to as "Grantor," and the City of Surprise, Arizona, an Arizona municipal corporation, hereinafter referred to as "Grantee". Grantor and Grantee may be individually referred to as Party or collectively referred to as Parties.

RECITALS

- A. Grantor is the fee title owner of a parcel of land generally located at 163rd Avenue and Jomax Road in the City of Surprise, and legally described in Exhibit A; see Maricopa County Recorder's ("M.C.R.") documents # 20240024016 ("Property").
- B. In or about January 16, 2024, Grantor received City approval to construct residential residences located on the real property described in Exhibit A. The City's approval for construction and development of the Property were contingent upon Grantor granting to the City all necessary public rights-of-way and/or easements in order to establish, receive and continue to receive City municipal services, including wastewater services.
- C. Grantor now desires to grant to Grantee, and Grantee agrees to accept from Grantor, a perpetual, exclusive water line easement on, over, under, through, and across portions of Grantor's Property (the "Easement Area"). The Easement Area is legally described in Exhibit "B" and depicted on Exhibit "C".

EASEMENT

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

1. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area, including all necessary points of ingress and egress to and from the Easement Area whether specified and described herein, or not. Grantor, its successors, assigns, agents, invitees, employees, occupants, permittees, and licensees (all collectively "Grantor") shall not unreasonably interfere with Grantee's

easement rights including Grantee's right to construct, install, maintain, access, and replace a water line located within the Easement Area. Grantor shall not erect, construct, or permit to be erected or constructed, any structure or other permanent improvement within the Easement Area. Grantor may make use of the Easement Area for such uses that do not unreasonably interfere with the purposes of this Easement.

2. Restoration of Property. Grantee, its successors and assigns, agents, or any other person or entity authorized by Grantee to enter upon and perform work within the Easement Area (collectively "Grantee"), pursuant to the rights granted pursuant to this Easement, shall, upon completion of such work, repair and restore the Easement Area to the same or reasonably similar condition as existed prior to such work being performed. Grantee shall not be responsible for repairing or replacing any impediments or improvements, including landscaping, mature trees, etc., that otherwise unreasonably interfere with the Grantee's use, preservation, and access to the Easement Area for sewer line purposes.
3. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee, and any and all administrators, personal representatives, successors and assigns.
4. Not a Public Dedication. Other than the grant of the Easement for the purposes set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
5. Indemnification. Grantor shall indemnify Grantee from and against any loss, damage or injury of any kind or nature whatsoever to any person or property arising from the use of the Easement Area by Grantor, or its residents, occupants, permittees, agents, employees, licensees, invitees, or contractors, unless such loss, damage, or injury was solely the result of the gross negligence or intentional misconduct of Grantee.
6. Miscellaneous. A.R.S. § 38-511 is applicable. Headings herein are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Easement, and the remainder hereof shall be effective as though such void, invalid, or inoperative term, provision, covenant or condition had been omitted. Jurisdiction and venue for any action brought pursuant to this Easement shall be Maricopa County, Arizona.

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

PULTE HOME COMPANY, LLC
a Michigan limited liability company

By: Todd Knappe
Name: Todd Knappe
Its: VP Land Development

The foregoing instrument was acknowledged before me this 10th day of June, 2025, by Todd Krape, known by me as VP Land Development.



DANIELLE McMURRAY
Notary Public - Arizona
Maricopa Co. / #682389
Expires 03/31/2029

My Commission Expires:
03/31/2029



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 _____, known by me as the Mayor of the City of Surprise an
Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit "A"

LEGAL DESCRIPTION OF THE PROPERTY

Tract E, Visara – Phase 1, recorded in Book 1779, page 13, Maricopa County Records (MCR), Maricopa County, Arizona.

Exhibit "B"

LEGAL DESCRIPTION OF THE EASEMENT AREA

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

July 1, 2024
WP# 215240
Page 1 of 2
See Exhibit "A"

**Visara
Water Easement**

A portion of Tract E, Visara – Phase 1, recorded in Book 1779, page 13, Maricopa County Records (MCR), lying within Section 31, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 31, a 1/2-inch rebar with no identification, from which the northwest corner of said section, a 1/2-inch rebar with no identification, bears North 00°13'56" East (basis of bearing), a distance of 2639.03 feet;

THENCE along the west line of said section, North 00°13'56" East, a distance of 855.19 feet;

THENCE leaving said west line, South 89°46'04" East, a distance of 100.00 feet, to the west line of said Tract E and the **POINT OF BEGINNING**;

THENCE along the said west line, North 00°13'56" East, a distance of 20.00 feet;

THENCE leaving said west line, South 89°46'04" East, a distance of 40.00 feet, to the east line of said Tract E;

THENCE along said east line, South 00°13'56" West, a distance of 20.00 feet;

THENCE leaving said east line, North 89°46'04" West, a distance of 40.00 feet, to the **POINT OF BEGINNING**.

Containing 800 square feet or 0.0184 acres, more or less.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of May, 2021. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2021\215240 Visara Water Easement L23 07-01-24.docx

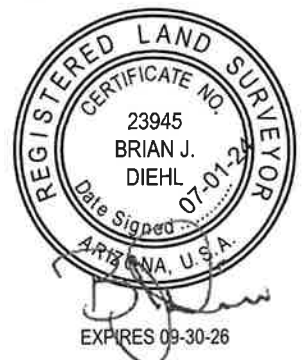
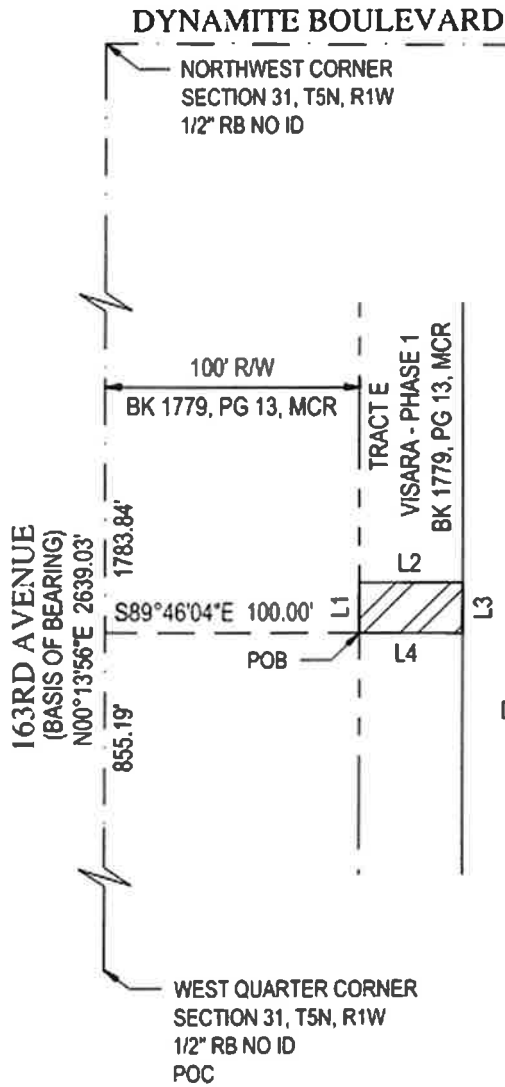


Exhibit "C"

DEPICTION OF THE EASEMENT AREA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°13'56"E	20.00'
L2	S89°46'04"E	40.00'
L3	S00°13'56"W	20.00'
L4	N89°46'04"W	40.00'

LEAVITT CAP RIO
CABALLO LLC
DOC 2023-0628235, MCR
APN 503-52-013G



EXHIBIT "A"
VISARA
EMERGENCY SERVICE VEHICLE
ACCESS EASEMENT
11/13/2024
WP# 215240
PAGE 2 OF 2
NOT TO SCALE
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Visara Water Line Easement

City Council
August 5, 2025



SURPRISE

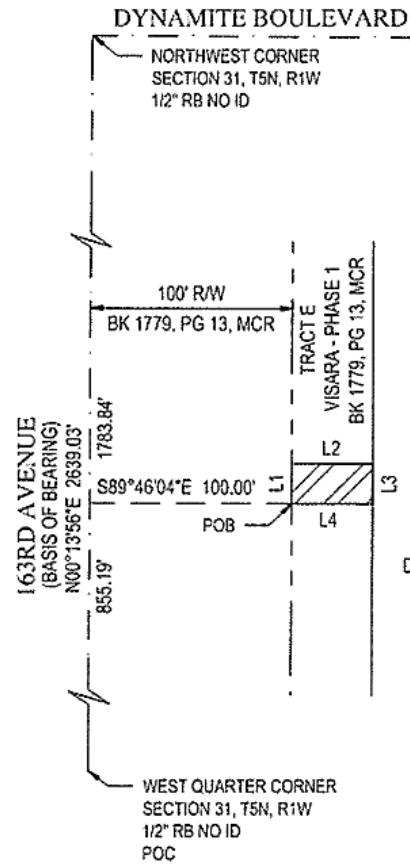
ARIZONA



VICINITY MAP

Exhibit "C"

DEPICTION OF THE EASEMENT AREA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°13'56"E	20.00'
L2	S89°46'04"E	40.00'
L3	S00°13'56"W	20.00'
L4	N89°46'04"W	40.00'

LEAVITT CAP RIO
CABALLO LLC
DOC 2023-0628235, MCR
APN 503-52-013G



EXHIBIT "A"
VISARA
EMERGENCY SERVICE VEHICLE
ACCESS EASEMENT
11/13/2024
WP# 215240
PAGE 2 OF 2
NOT TO SCALE
Z:\2021\215240\Survey\Legal\5240-L24.dwg

Questions or Comments?

THANK YOU



SURPRISE

ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 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 acceptance of a Sewer Line Easement from Roxanne Toher, near 219th Avenue and Deer Valley Road.

Motion:

I move to accept the Sewer Line Easement from Roxanne Toher.

Background:

Roxanne Toher is granting a sewer line easement to the city to formally document access rights that were not obtained when the sewer line was originally installed.

Objective Analysis:

Approval of this item will allow the city to maintain access to the waterline.

Policy Compliant:

Approval of this item is policy compliant and advances the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Toher sewer line easement

WHEN RECORDED, RETURN TO:

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

SEWER LINE EASEMENT

This Sewer Line Easement (the “Easement”) Agreement is executed this ____ day of August, 2025, by and between Roxanne Toher, hereinafter referred to as “Grantor,” and the City of Surprise, Arizona, an Arizona municipal corporation, hereinafter referred to as “Grantee”. Grantor and Grantee may be individually referred to as Party or collectively referred to as Parties.

RECITALS

- A. Grantor is the fee title owner of a parcel of land generally located at Section 23, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as described in deed # 20240465563.
- B. Grantor now desires to grant to Grantee, and Grantee agrees to accept from Grantor, a perpetual, exclusive sewer line easement on, over, under, through, and across portions of Grantor’s Property (the “Easement Area”). The Easement Area is legally described in Exhibit “A” and depicted on Exhibit “B”.

EASEMENT

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

- 1. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area, including all necessary points of ingress and egress to and from the Easement Area whether specified and described herein, or not. Grantor, its successors, assigns, agents, invitees, employees, occupants, permittees, and licensees (all collectively “Grantor”) shall not unreasonably interfere with Grantee’s easement rights including Grantee’s right to construct, install, maintain, access, and replace a sewer line located within the Easement Area. Grantor shall not erect, construct, or permit to be erected or constructed, any structure or other permanent improvement within the Easement Area. Grantor may make use of the Easement Area for such uses that do not unreasonably interfere with the purposes of this Easement.
- 2. Restoration of Property. Grantee, its successors and assigns, agents, or any other person or entity authorized by Grantee to enter upon and perform work within the Easement Area (collectively “Grantee”), pursuant to the rights granted pursuant to this Easement, shall,

upon completion of such work, repair and restore the Easement Area to the same or reasonably similar condition as existed prior to such work being performed. Grantee shall not be responsible for repairing or replacing any impediments or improvements, including landscaping, mature trees, etc., that otherwise unreasonably interfere with the Grantee's use, preservation, and access to the Easement Area for sewer line purposes.

3. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee, and any and all administrators, personal representatives, successors and assigns.
4. Not a Public Dedication. Other than the grant of the Easement for the purposes set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
5. Indemnification. Grantor shall indemnify Grantee from and against any loss, damage or injury of any kind or nature whatsoever to any person or property arising from the use of the Easement Area by Grantor, or its residents, occupants, permittees, agents, employees, licensees, invitees, or contractors, unless such loss, damage, or injury was solely the result of the gross negligence or intentional misconduct of Grantee.
6. Miscellaneous. A.R.S. § 38-511 is applicable. Headings herein are for convenience only and shall not define or limit the provision hereof. This Sewer Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Easement, and the remainder hereof shall be effective as though such void, invalid, or inoperative term, provision, covenant or condition had been omitted. Jurisdiction and venue for any action brought pursuant to this Easement shall be Maricopa County, Arizona.

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

GRANTOR:

Roxanne Toher

By: Roxanne Toher 4/3/2025

STATE OF California)
) ss.
County of Solano)

The foregoing instrument was acknowledged before me this 3rd day of June, 2025,
by Roxanne Toher, known by me as _____.

[Signature]
Notary Public

My Commission Expires:

12/23/2026

**See Attached Form for
Notary Certificate**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

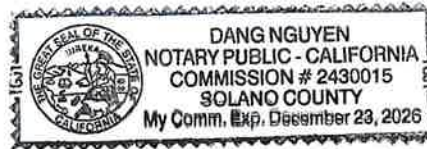
County of Solano

On 06/05/2025 before me, Dang Nguyen, Notary Public
(insert name and title of the officer)

personally appeared Roxanne Teher - 1 - 1 - 1
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature] (Seal)

CITY OF SURPRISE,
An Arizona municipal corporation

Attest:

STATE OF _____)
) ss.
County of _____)

Notary Public



Exhibit "A"
Legal Description
Sanitary Sewer Easement
Surprise, Arizona

Job No. 24-0760

May 13, 2025

The West 20.00 feet of the East 37.00 feet of the North Half of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Contains 6604 square feet or 0.1516 acres, more or less, and being subject to any easements, restrictions, and/or rights-of-ways of record or otherwise.

This description shown hereon is not to be used to violate subdivision regulations of the state, county, and/or municipality, or any other land division regulations.



Sheet 1 of 2

IAW

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2022\22-0240\Field Survey\Legals\24-0760 Sanitary Sewer Easement\24-0760 Legal Description.docx

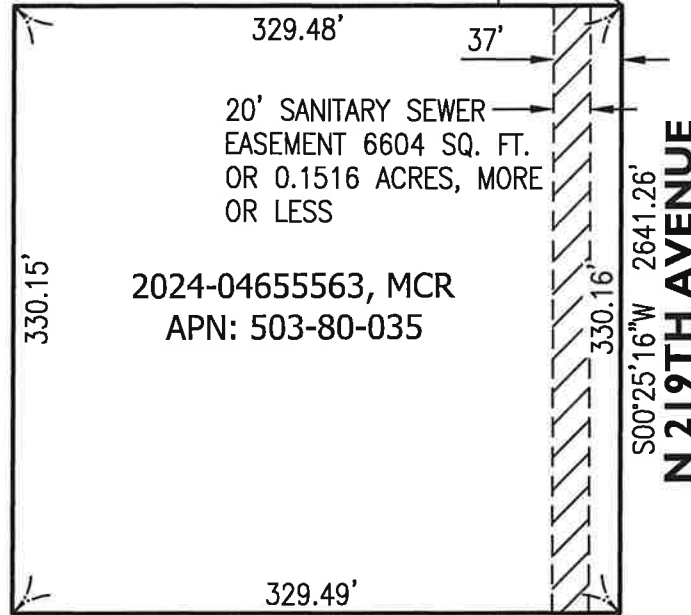
May 13, 2025 2:11pm S:\Projects\2022\22-0240\Field Survey\Legals\24-0760 Sanitary Sewer Easement\24-0760 Exhibit B.dwg
lwender

EXHIBIT "B"

CALC. NE COR
SEC 23, T4N,R3W

APN: 503-80-046

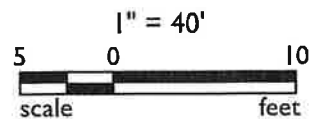
APN: 503-80-991



APN: 503-80-034A

----- SECTION LINE
===== PROPERTY BOUNDRY
----- SANITARY SEWER EASEMENT
----- CALCULATED CORNER SECTION
CALC
COR
SEC
APN
MCR
ASSESSORS PARCEL NUMBER
MARICOPA COUNTY RECORDER

CALC. E1/4 COR
SEC 23, T4N,R3W



24-0760

Drawn by: IAW Reviewed by: RAJ Sheet Scale: 1" = 100'

Sheet No: 2 of 2

TOHER PROPERTY
SANITARY SEWER EASEMENT

EXHIBIT "B"



EPS
GROUP

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

Toher

Sewer Line Easement

City Council
August 5, 2025



SURPRISE
ARIZONA



VICINITY MAP

EXHIBIT

Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 2025

Contact Person: Tammie Hollowell, CHIEF INFO
OFFICER

Submitting Department: Information Technology
Staff Recommendations:

District: Citywide

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an intergovernmental agreement with the Arizona Board of Regents for and on behalf of Arizona State University for a fiber connectivity feasibility study; Resolution # 2025-93

Motion:

I move to approve Resolution #2025-93

Background:

The city desires to enhance its fiber optic communications systems, particularly at municipal water sites, to improve data transmission, enable real-time operational monitoring, and increase overall infrastructure efficiency.

Objective Analysis:

Arizona State University, in collaboration with the Sun Corridor Network, possesses the technical and analytical expertise to conduct a comprehensive fiber connectivity feasibility study for the city.

Policy Compliant:

This IGA is consistent with city and council policies.

Financial Impact:

The IGA to complete this study will not exceed \$15,000.

Budget Impact:

Funds from P71420 SPA1 Water System Optimization Study will be utilized to complete this study.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-93 ASU

RESOLUTION # 2025-93

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY FOR A FIBER CONNECTIVITY FEASIBILITY STUDY.

WHEREAS, pursuant to Arizona Revised Statutes § 11-951, et seq., the City of Surprise is authorized to enter into intergovernmental agreements with other governmental entities for joint cooperative action;

WHEREAS, the City desires to enhance its fiber optic communications systems, particularly at municipal water sites, to improve data transmission, enable real-time operational monitoring, and increase overall infrastructure efficiency;

WHEREAS, the University of Arizona, Arizona State University, and Northern Arizona University act together and through the Sun Corridor Network as a regional research and education network;

WHEREAS, Arizona State University, through its Enterprise Technology division and in collaboration with the Sun Corridor Network, possesses the technical and analytical expertise to conduct a comprehensive fiber connectivity feasibility study for the City;

WHEREAS, the feasibility study will include data analysis, site surveys, fiber route planning, infrastructure recommendations, and high-level budget projections to support informed planning and future network implementation by the City; and

WHEREAS, the Arizona Board of Regents, on behalf of Arizona State University, and the City of Surprise have negotiated the terms of an Intergovernmental Agreement to complete this study for a total cost not to exceed \$15,000.

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 Arizona Board of Regents for and on behalf of Arizona State University for the completion of a Fiber Connectivity Feasibility Study, attached as Exhibit A is hereby approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeff Murray, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE ARIZONA BOARD OF REGENTS FOR
AND ON BEHALF OF ARIZONA STATE UNIVERSITY



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into on the date this Agreement is fully executed by all parties hereto (the “Effective Date”) by and between the City of Surprise (“Agency”), having its principal place of business at 16000 North Civic Center Plaza, Surprise, Arizona 85374, and The Arizona Board of Regents for and on behalf of Arizona State University (“ASU”).

RECITALS

- A. A.R.S. §§ 11-951, et. seq. provide that public agencies may enter into governmental agreements for the provisions of services or joint cooperative action.
- B. Agency is an Arizona municipal corporation and pursuant to A.R.S. § 9-240, et seq. to provide the city with water, construct public wells, cisterns and reservoirs in the streets and other public and private places within the town, or beyond the limits thereof, and to supply the same with pumps and conducting pipes or ditches. Agency desires to enhance the fiber optic communications systems at Agency’s water sites to enhance data transmission and operational efficiency for such water sites.
- C. ASU is a comprehensive public university with its primary campuses located in Maricopa County, Arizona. ASU is authorized by A.R.S. §§15-1625, *et seq.*, to enter into agreements and has delegated to the undersigned the authority to execute this Agreement on behalf of ASU.
- D. This Agreement is consistent, compatible, and beneficial to the roles and mission of ASU and Agency.

AGREEMENT

1. Purpose of the Agreement.

- 1.1 Agency desires to install fiber optic communications systems at Agency’s water sites to enhance data transmission and operational efficiency, including, but not limited to: (A) Ensuring reliable and high-speed data communication; (B) Enhancing real-time monitoring and control of well operations; and (C) Improving overall operational efficiency and data management. A needs assessment is necessary to evaluate Agency’s current communications capabilities and identify requirements.

2. Term and Termination.

- 2.1 The term of this Agreement will commence on the Effective Date and extend for a one (1) year term, unless terminated earlier, as provided for herein. The parties

EXHIBIT A

may modify or extend the term of this Agreement at any time by mutual written consent of both parties.

- 2.2 Either party may terminate this Agreement at any time, with or without cause, by giving the other party not less than thirty (30) days prior written notice.
- 2.3 Upon termination of this Agreement, either in whole or in part, each party shall retain the property they created or otherwise acquired during the term, unless otherwise agreed herein.

3. **Financing of the Agreement.**

- 3.1 Manner of Financing: The financial obligations arising from this Agreement shall be fulfilled exclusively by the Agency. The Agency will pay ASU for the services provided, specifically a Fiber Connectivity Feasibility Study including mapped data to assess feasibility through mapping and onsite analysis. This study aims to propose requirements for future work in establishing a fiber optic network.
- 3.2 Budget Establishment: The Agency agrees to establish and maintain a designated budget specifically for this undertaking. The total budget allocated for the feasibility study and related services outlined in this Agreement is set at \$15,000. The Agency shall allocate and manage these funds within its financial system, ensuring transparency, accountability, and adherence to standard governmental accounting principles.
- 3.3 Payment Schedule: Payments to ASU shall be made by the Agency according to the invoices submitted by ASU upon completion of agreed-upon milestones or at project completion. The anticipated completion of this project is approximately four weeks from the initiation date.
- 3.4 Budget Maintenance: The Agency shall maintain accurate financial records related to this Agreement, documenting all expenditures incurred. These records will be available upon request by the participating parties and subject to standard audit procedures. Any budget amendments or adjustments exceeding the established budget amount of \$15,000 shall require prior written approval from all participating entities.
- 3.5 Fiscal Responsibility: No other parties shall have any fiscal responsibility or obligation under this Agreement unless explicitly agreed upon in writing as an amendment to this Agreement.

4. **Obligations of the Parties.**

- 4.1 This section outlines the respective responsibilities of ASU and Agency, which will guide the collaborative efforts to assess and recommend fiber optic network

EXHIBIT A

enhancements for Agency's facilities.

4.2 Obligations of ASU. ASU agrees to all of the following obligations in support of the Fiber Connectivity Feasibility Study for Agency:

- 4.2.1 Conduct Needs Assessment. ASU, in partnership with Sun Corridor Network (SCN), shall perform a comprehensive needs assessment by evaluating the current communication capabilities at Agency facilities and identifying requirements for enhanced fiber optic communications.
- 4.2.2 Data Overlay and Analysis. ASU shall overlay and analyze multiple data types, including but not limited to Agency facilities, fiber optic locations (both lit and dark fiber), and broadband maps, to support informed decision-making regarding fiber connectivity. ASU agrees that all data provided by Agency, obtained during the study, or generated through analyses, shall be treated as confidential and shall not be disclosed to third parties without express written permission from Agency, except as required by applicable law.
- 4.2.3 Comprehensive Fiber Optic Review. ASU shall lead in the preparation of a comprehensive fiber optic availability and accessibility report, detailing the findings from the site surveys and the analysis of lit and dark fiber options for the identified Agency facilities. This report shall maintain the confidentiality of sensitive information regarding Agency's existing infrastructure.
- 4.2.4 Preliminary Site Surveys. ASU shall collaborate with SCN to conduct preliminary site surveys at each identified location and prepare detailed site-specific reports, including maps, assessments, and recommended network interconnection and management options. All collected and reported information shall be safeguarded in accordance with confidentiality obligations.
- 4.2.5 Support in Infrastructure Planning. ASU shall provide technical expertise in creating a fiber route and infrastructure plan that outlines mapped fiber routes, access points, aggregation points, and service provider options for the City's future infrastructure development.
- 4.2.6 Budgetary Projections. ASU shall contribute to the preparation of a high-level budgetary projection report that includes cost estimates to assist the City of Surprise in its infrastructure planning and coordination efforts. Confidentiality of the budgetary projections and associated data shall be maintained by ASU to the extent permitted by applicable law.
- 4.2.7 Insurance. ASU shall provide the following insurance policies, which shall remain valid until all of ASU's obligations have been discharged, including any warranty periods:

- Commercial General Liability at \$1,000,000 per Occurrence and

EXHIBIT A

\$2,000,000 in the Annual Aggregate.

- Professional Liability at \$1,000,000 per Claim and \$2,000,000 in the Annual Aggregate.
- Workers' Compensation Liability at the applicable State-required minimum limits.
- Business Automobile Liability at \$1,000,000 Combined Single Limit.

All required policies shall not be suspended, voided, cancelled, or reduced during the term of this Agreement. ASU shall provide Agency with a Certificate of Insurance (COI) and all applicable endorsements at the time this Agreement is executed. The COI shall expressly cover ASU's indemnification obligations under this Agreement. ASU assumes all liabilities whatsoever for use of any subcontractors and shall ensure that the subcontractors' work is covered under these policies, otherwise ASU shall ensure that all subcontractors used in the performance of this Agreement obtain all insurance coverages and requirements that are required of ASU under this Agreement. All required policies are primary and non-contributory with respect to all other sources.

4.3 Obligations of Agency. Agency agrees to all of the following obligations in connection with the Fiber Connectivity Feasibility Study:

- 4.3.1 Provide Access and Information. The City of Surprise shall provide Arizona State University (ASU) and Sun Corridor Network (SCN) with escorted access to relevant facilities, locations, and any other necessary information for the purposes of conducting the fiber connectivity needs assessment. The City may designate certain provided information as confidential, and ASU and SCN shall protect such information accordingly.
- 4.3.2 Identify Sites for Evaluation. The City shall identify and designate specific water sites or other locations within its jurisdiction to be included in the fiber optic feasibility study, ensuring that these sites align with the City's operational and data communication needs.
- 4.3.3 Collaboration and Coordination. Agency shall actively collaborate with ASU and SCN throughout the study period by providing any required logistical support, responding to inquiries, and facilitating the coordination of activities such as site visits and assessments.
- 4.3.4 Review and Feedback. Agency shall review and provide feedback on the deliverables produced by ASU and SCN, including the fiber optic review report, site survey reports, infrastructure plan, service provider analysis, and budgetary projection report.
- 4.3.5 Support Decision-Making. Agency shall utilize the findings and recommendations provided in the study to make informed decisions regarding

EXHIBIT A

future fiber optic network implementation and integration into its operational infrastructure.

- 4.3.6 Financial Contribution. Agency agrees to provide the financial commitment of \$15,000 to cover the cost of the Fiber Connectivity Feasibility Study, as agreed upon in the project proposal.
- 4.4 Data Confidentiality. Both parties agree to adhere to strict standards of data confidentiality, ensuring that sensitive and proprietary information exchanged or created under this agreement is securely managed, protected from unauthorized disclosure, and utilized solely for the purposes of completing the Fiber Connectivity Feasibility Study.

5. General Terms and Conditions.

- 5.1 Indemnification. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 5.2 Notice. All notices or demands upon any party to this Agreement shall be in writing and delivered electronically, in person, or sent by mail, addressed as follows:

ASU:

Sun Corridor Network
1551 S. Rural Road
Mail Code 6312
Tempe, AZ 85281

Fax:
Email:

Agency:

City of Surprise
ATTN: Information Technology Department
16000 N. Civic Center Plaza
Surprise, AZ 85374

Fax: 623-222-7501
Email:

Any revisions to the names and addresses above shall be updated administratively by either party in writing.

- 5.3 Legal Obligations. Nothing herein will relieve either party of any obligations or responsibility imposed by applicable law upon the respective parties.
- 5.4 No Warranty. ASU neither makes nor will be deemed to have made any

EXHIBIT A

representation or warranty whatsoever (express or implied) regarding any outcome obtained or deliverable delivered hereunder including any outcome desired by Agency. Any decision regarding safety, applicability, marketability, effectiveness for any purpose, or other use or disposition of said outcome will be the sole responsibility of Agency and/or its assigns and licensees.

- 5.5 IP Ownership. Nothing in this Agreement is intended to transfer or otherwise assign any of the parties' intellectual property rights to each other or to any other third party. All right, title, and interest in and to the parties' intellectual property, whether patent, copyright, trade secret, trademark, service mark or moral rights, will remain solely with each respective party at all times. Notwithstanding the foregoing, all deliverables provided by ASU to Agency shall be deemed the property of Agency, including all intellectual property rights thereto.
- 5.6 Independent Contractor. Each party is an independent contractor and is independent of the other party. This Agreement does not create a partnership, joint venture or agency relationship of any kind between the parties. This Agreement does not create any fiduciary or other obligation between the parties. Neither party shall have any right, power or authority under this Agreement to act as a legal representative of the other party, nor shall either party have any right or authority to bind or obligate the other or make any representation or warranty on behalf of the other. Under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. Each party is responsible for the direction and compensation of its employees. Each party acknowledges that the relationship of the parties hereunder is non-exclusive.
- 5.7 No University Endorsements. In no event will Agency (or its successors, employees, agents and contractors) state or imply in any publication, advertisement or other medium that ASU has approved, endorsed or tested any product or service. In no event will ASU's performance of any services hereunder be considered a test of the effectiveness or the basis for any endorsement of a product or service.
- 5.8 Use of Names or Logos. Neither party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of the other party ("Marks"), or the name of any representative or employee of the other party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the party that owns the Marks in each instance. Use of any party's Marks must comply with the owning party's requirements, including using the "®" indication of a registered trademark where applicable.
- 5.9 Notices. All notices, requests, demands and other communications hereunder will be deemed to have been duly given if the same shall be in writing and be delivered (a) personally, (b) by registered or certified mail, postage prepaid, (c) by

EXHIBIT A

facsimile transmission, with a copy by regular mail or (d) by overnight delivery service and addressed to the recipient's business address.

- 5.10 Applicable Law. Any dispute regarding or arising under this Agreement, or the interpretation of this Agreement, will be subject to and resolved in accordance with the laws of the State of Arizona, without regard to its conflicts of laws principles.
- 5.11 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto will use their reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event of litigation, as required by Arizona Revised Statutes (“A.R.S.”) §12-1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- 5.12 Assignment. Neither party will assign or transfer any interest in this Agreement without the prior written approval of the other party. Any attempted assignment in violation of this provision will be null and void. Subject to the foregoing, this Agreement will be binding upon the permitted successors and permitted assigns or other permitted transferees of the parties.
- 5.13 Recitals and Exhibits. All recitals herein, and any exhibits attached hereto and referred to herein, are integral and material parts of this Agreement.
- 5.14 Severability. If any provision of this Agreement shall for any reason be found invalid, illegal, unenforceable, or in conflict with any valid controlling law: (a) such provision will be separated from this Agreement; (b) such invalidity, illegality, unenforceability, or conflict will not affect any other provision hereof; and (c) this Agreement will be interpreted and construed as if such provision, to the extent the same shall have been held invalid, illegal, unenforceable, or in conflict, had never been contained herein.
- 5.15 Waiver. The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and will not constitute, or be held to be, a waiver of any other or subsequent breach or to affect in any way the effectiveness or enforceability of the provision in question.
- 5.16 Modification. Any modification or amendment of this Agreement will be effective only if made in writing and signed by both parties.
- 5.17 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person or entity, other than the parties and their respective successors and assigns permitted by this Agreement, any right, remedy or claim under or by reason of this Agreement.

EXHIBIT A

- 5.18 Merger and Integration. This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement and supersedes any and all prior understandings, agreements, representations, and warranties, express or implied, written or oral, between the parties concerning the subject matter of this Agreement.
- 5.19 Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act.
- 5.20 Conflict of Interest. In accordance with A.R.S. § 38-511, ASU may cancel this Agreement within three years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
- 5.21 Failure of Legislature to appropriate. In accordance with A.R.S. § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Agency and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- 5.22 Fund Appropriation Contingency. ASU 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.
- 5.23 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

[SIGNATURES ON NEXT PAGE.]

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

**THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY**

AGENCY

By: Lev Gonick
Lev Gonick (May 29, 2025 10:50 PDT)
Name: Lev Gonick
Title: CIO
Date: 05/29/2025

By: _____
Name: _____
Title: _____
Date: _____

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

AGENCY

The Arizona Board of Regents for and on
Behalf of Arizona State University

By: _____
Attorney for Agency

By: _____
Counsel for ASU

Date: _____

Date: _____



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 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-163RDNGRANDAVE221 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution No. 2025-94.

Motion:

I move to approve Resolution No. 2025-94

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 SU-163RDNGRANDAVE221 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 FY2026 nor are there budgets planned for FY2027 for the SLID. If the SLID is illuminated in FY2026 or FY2027, 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 2025-94 Mr. Shine SLID_Final
 2. 02 Mr Shine SLID Petition_Approved
 3. 03 Mr Shine Streetlight Plans_Approved
 4. 04 Mr Shine Streetlight Exhibit_Approved
-

RESOLUTION # 2025-94

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-163RDNGRANDAVE221 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-163RDNGRANDAVE221 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-163RDNGRANDAVE221 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:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A
Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION

STREET LIGHT IMPROVEMENT DISTRICT

A PARCEL OF THAT LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 13,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND
MERIDIAN, MARICOPA COUNTY, ARIZONA BETTER DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER OF SAID SECTION 13;
THENCE SOUTH 00°21'23" WEST ALONG THE EAST LINE OF SAID SECTION 13,
A DISTANCE OF 597.03 FEET;
THENCE NORTH 89°38'37" WEST, A DISTANCE OF 10.50 FEET TO A POINT ON THE
CENTERLINE OF AN 80 FOOT EASEMENT AND RIGHT-OF-WAY ESTABLISHED FOR
HIGHWAY PURPOSES, AS DESCRIBED IN DOCKET 13889, PAGE 19, OF THE MARICOPA
COUNTY RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE
NORTHWESTERLY, TO WHICH A RADIAL LINE BEARS SOUTH 81°05'51" EAST AND
THE TRUE POINT OF BEGINNING;
THENCE SOUTHWESTERLY 514.95 FEET ALONG SAID CENTER LINE OF SAID
EASEMENT, AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 945.57
FEET, THROUGH A CENTRAL ANGLE OF 30°09'30" TO A POINT ON THE CENTERLINE
OF WEST SANTA FE DRIVE;
THENCE NORTH 46°37'38" WEST, A DISTANCE OF 544.35 FEET TO A POINT ON THE
CENTERLINE OF NORTH 163RD AVENUE;
THENCE NORTH 33°22'38" EAST ALONG SAID CENTER LINE,
A DISTANCE OF 452.10 FEET;
THENCE SOUTH 56°37'22" EAST, A DISTANCE OF 75.00 FEET;
THENCE SOUTH 46°41'23" EAST, A DISTANCE OF 351.50 FEET;
THENCE SOUTH 81°05'51" EAST, A DISTANCE OF 40.00 FEET TO
THE TRUE POINT OF BEGINNING.

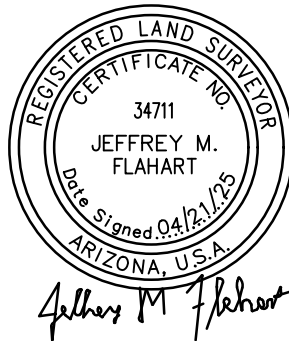
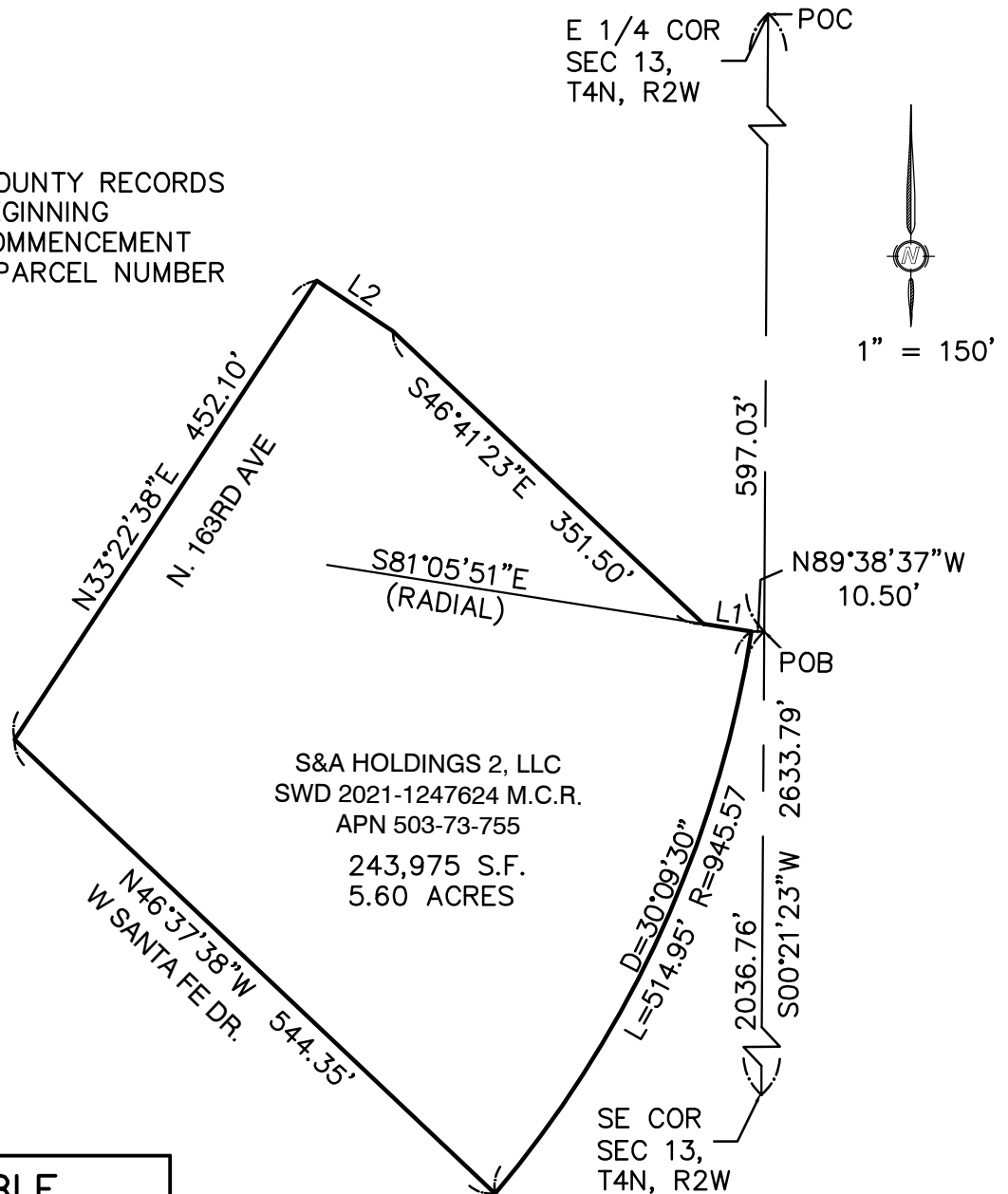


EXHIBIT B

Map

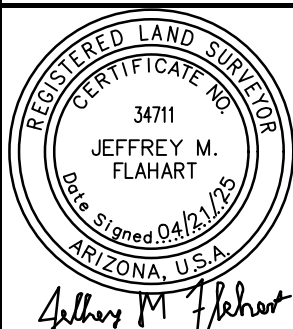
LEGEND

M.C.R. MARICOPA COUNTY RECORDS
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 APN ASSESSORS PARCEL NUMBER



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	40.00'	S81°05'51"E
L2	75.00'	S56°37'22"E



Flahart
Brothers
Companies, Inc.

1747 N. Acacia
 Mesa, Arizona 85213
 (602) 376-8630

EXHIBIT "B"

STREET LIGHT IMPROVEMENT DISTRICT

THIS EXHIBIT IS INTENDED TO ACCOMPANY A
 LEGAL DESCRIPTION

DATE: 4/21/25

JOB NO.: 110-25

DRAWN BY: JMF

CHECKED BY: JMF

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-163rdNGrandAve221

(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
Mr Shine LLC	22443 N 163rd	50373755	
/Brian Gleason			



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered after December 1, 2021.

DESCRIPTION

E-68 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIOD

Dusk: The time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	\$ 1 - \$ 430	\$ 6.54	\$ 2.00
B	\$ 431 - \$ 520	\$ 7.97	\$ 2.43
C	\$ 521 - \$ 640	\$ 9.56	\$ 2.97
D	\$ 641 - \$ 820	\$ 11.43	\$ 3.80
E	\$ 821 - \$ 910	\$ 14.46	\$ 4.21
F	\$ 911 - \$ 1,010	\$ 16.10	\$ 4.67
G	\$ 1,011 - \$ 1,110	\$ 17.60	\$ 5.14
H	\$ 1,111 - \$ 1,250	\$ 19.95	\$ 5.77
I	\$ 1,251 - \$ 1,520	\$ 22.20	\$ 7.00
J	\$ 1,521 - \$ 1,670	\$ 27.06	\$ 7.70
K	\$ 1,671 - \$ 1,850	\$ 30.08	\$ 8.52

Note: Equipment cost greater than \$1,850 shall be Customer owned.



II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

$$\text{kWh} = \text{Fixture Wattage} \times 344 \text{ Usage Hours}$$

$$\text{Generation} = \text{kWh per month} \times \$0.07575$$

$$\text{T\&D, RCS, System Benefits} = \text{kWh per month} \times \$0.03068$$

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWh reflects the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

			CHARGES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.69	\$ 2.03
			22 ft.	\$ 16.53	\$ 2.28
			25 ft.	\$ 17.89	\$ 2.47
			30 ft.	\$ 20.55	\$ 2.83
			32 ft.	\$ 21.59	\$ 2.86
		2 Simplex Adapters	12 ft.	\$ 15.66	\$ 2.16
			22 ft.	\$ 18.00	\$ 2.48
			25 ft.	\$ 18.77	\$ 2.59
			30 ft.	\$ 21.82	\$ 3.01
			32 ft.	\$ 23.27	\$ 3.21
	Square Steel	5"	13 ft.	\$ 16.84	\$ 2.31
			15 ft.	\$ 15.04	\$ 2.07
			23 ft.	\$ 17.85	\$ 2.46
			25 ft.	\$ 19.62	\$ 2.70
			28 ft.	\$ 21.78	\$ 3.00
			32 ft.	\$ 21.66	\$ 2.99
	Concrete		12 ft.	\$ 50.19	\$ 6.91
Fiberglass		12 ft.	\$ 42.50	\$ 5.85	
Decorative Transit	4"	16 ft.	\$ 41.44	\$ 5.72	
Decorative Transit	6"	30 ft.	\$ 80.01	\$ 11.02	
Hinged Poles	Square	15 ft.	\$ 15.93	\$ 1.30	
	Round	19 ft.	\$ 14.40	\$ 1.18	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.13	\$ 1.93
			22 ft.	\$ 15.98	\$ 2.20
			25 ft.	\$ 17.32	\$ 2.39
			30 ft.	\$ 20.00	\$ 2.77
			32 ft.	\$ 21.02	\$ 2.89
		2 Simplex Adapters	12 ft.	\$ 15.09	\$ 2.07
			22 ft.	\$ 16.86	\$ 2.31
			25 ft.	\$ 18.20	\$ 2.49
			30 ft.	\$ 21.26	\$ 2.92
			32 ft.	\$ 22.70	\$ 3.12
		3 Bolt Arm	32 ft.	\$ 26.09	\$ 3.58
		Square Steel	5"	13 ft.	\$ 16.29
	15 ft.			\$ 16.66	\$ 2.28
	23 ft.			\$ 17.29	\$ 2.39
	25 ft.			\$ 19.07	\$ 2.64
	28 ft.			\$ 21.19	\$ 2.92
	32 ft.			\$ 22.00	\$ 3.01



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

			CHARGES		
			Investment by <u>Company</u>	Investment by Others	
			<u>Height</u>		
C. Direct Bury	Round Steel		19 ft.	\$ 22.23	\$ 3.07
			30 ft.	\$ 17.36	\$ 3.21
			38 ft.	\$ 21.18	\$ 3.29
		Self	40 ft.	\$ 26.09	\$ 4.13
		Stepped	25 ft.	\$ 60.01	\$ 4.90
			32 ft.	\$ 63.20	\$ 5.16
			49 ft.	\$ 78.45	\$ 10.81
	Square Steel	4"	34 ft.	\$ 19.15	\$ 3.32
		5"	20 ft.	\$ 18.19	\$ 3.01
			30 ft.	\$ 18.96	\$ 3.12
			38 ft.	\$ 20.57	\$ 3.57
		8"	28 ft.	\$ 34.33	\$ 2.79
			32 ft.	\$ 35.89	\$ 2.94
Decorative Transit		41 ft 6"	\$ 24.71	\$ 3.63	
	Decorative Transit	47 ft.	\$ 30.79	\$ 4.53	
	Steel Distribution Pole (for lighting only)	35 ft.	\$ 28.42	\$ 3.74	
D. Post Top	Decorative Transit Anchor Base	16 ft.	\$ 42.33	\$ 5.81	
	Gray Steel/Fiberglass	23 ft.	\$ 14.68	\$ 2.41	
	Black Steel	23 ft.	\$ 16.18	\$ 2.67	
E. Existing distribution pole suitable for streetlight use			\$ 1.78	--	
F. Wood	Wood Poles	30 ft.	\$ 10.80		
		35 ft.	\$ 10.80		
		40 ft.	\$ 15.00		

IV. ANCHOR BASE

		CHARGES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$ 11.96	\$ 1.65
		6 ft.	\$ 14.27	\$ 2.47
B. Pedestal		8 ft.	\$ 16.35	\$ 2.85
	For 32' Round Steel Pole only	4 ft. 6"	\$ 11.34	\$ 1.96



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

Underground Circuit Charges	
a. Per foot of cable, installed under paving	\$ 0.19051
b. Per foot of cable, not installed under paving	\$ 0.06724

TRIP CHARGE

A \$150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
5. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
6. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM.
7. The Court Resolution Surcharge, Adjustment Schedule CRS-1.
8. The System Reliability Benefit Adjustment Mechanism charge, Adjustment Schedule SRB-1.
9. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.



SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.
2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
H:\2024\24132-Mr. Shine Carwash SL\24132-SL.dwg

MR SHINE CARWASH

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

GENERAL ENGINEERING NOTES:

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, CHAPTER 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 VARIANCE 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 623-222-6000.
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.

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.

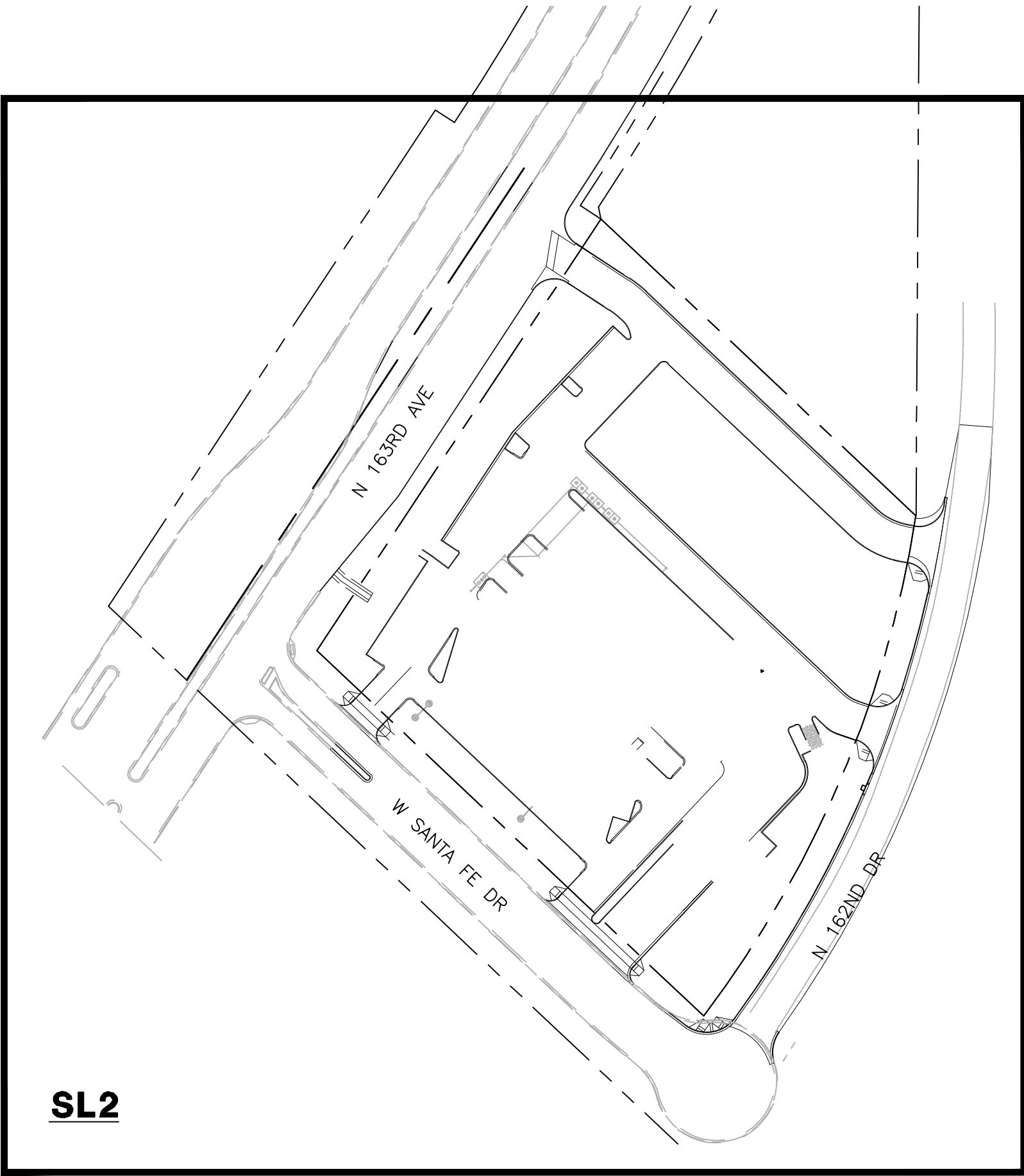
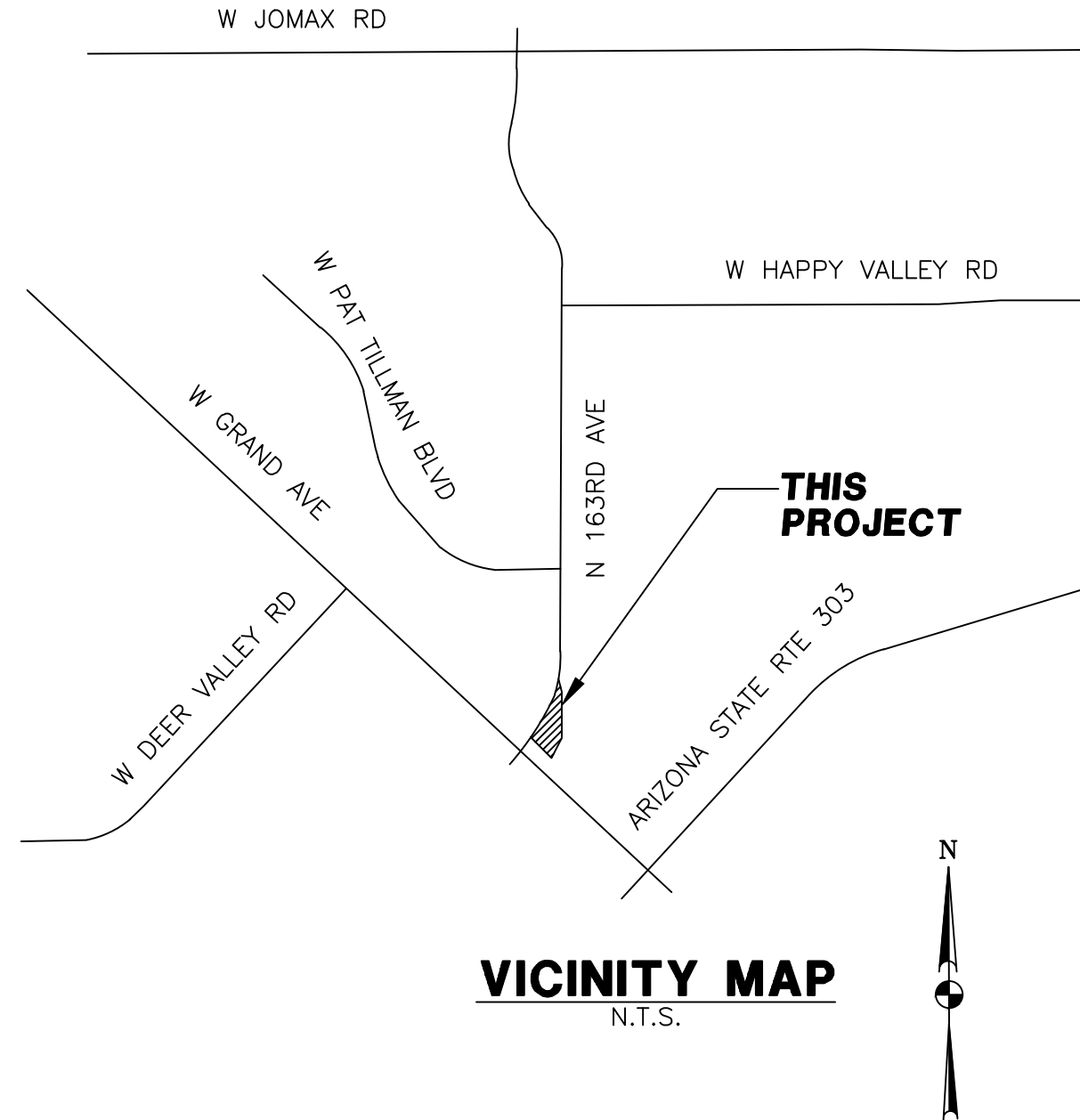
UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	05/03/2024
CENTURY LINK	05/03/2024
COX COMMUNICATIONS	05/03/2024
SOUTHWEST GAS	05/03/2024
EPCOR	05/03/2024
MWD	05/03/2024*
MCI - (VERIZON BUSINESS)	05/03/2024
ZAYO GROUP FKA AGL	05/03/2024
TRANSWESTERN PIPELINE CO.	05/03/2024
PAULEY CONSTRUCTION, LLC	05/03/2024

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3

CIVIL ENGINEER
EAST VALLEY ENGINEERING RESOURCE
3125 S. BIRCH STREET
GILBERT, AZ 85295
PHONE: (602) 694-2880
CONTACT: JEFF WIMMER
EMAIL: JEFF@EVER-CIVIL.COM

OWNER
S & A HOLDINGS 2 LLC
12124 W. DESERT MIRAGE DR.
PEORIA, AZ 85383



CITY OF SURPRISE APPROVAL

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 LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER

DATE

POWER CONDUIT NOTE

TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.



WRIGHT ENGINEERING
PROJECT NO:
24132
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

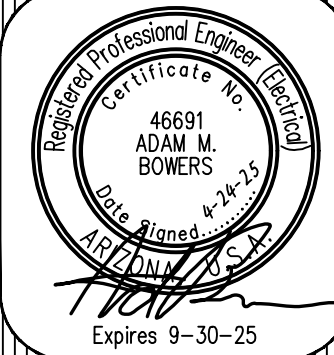
WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

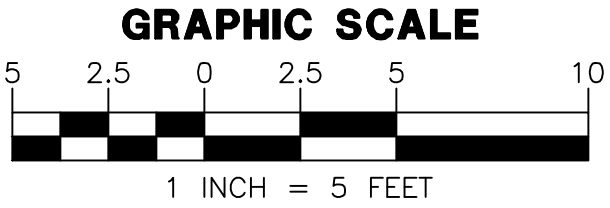
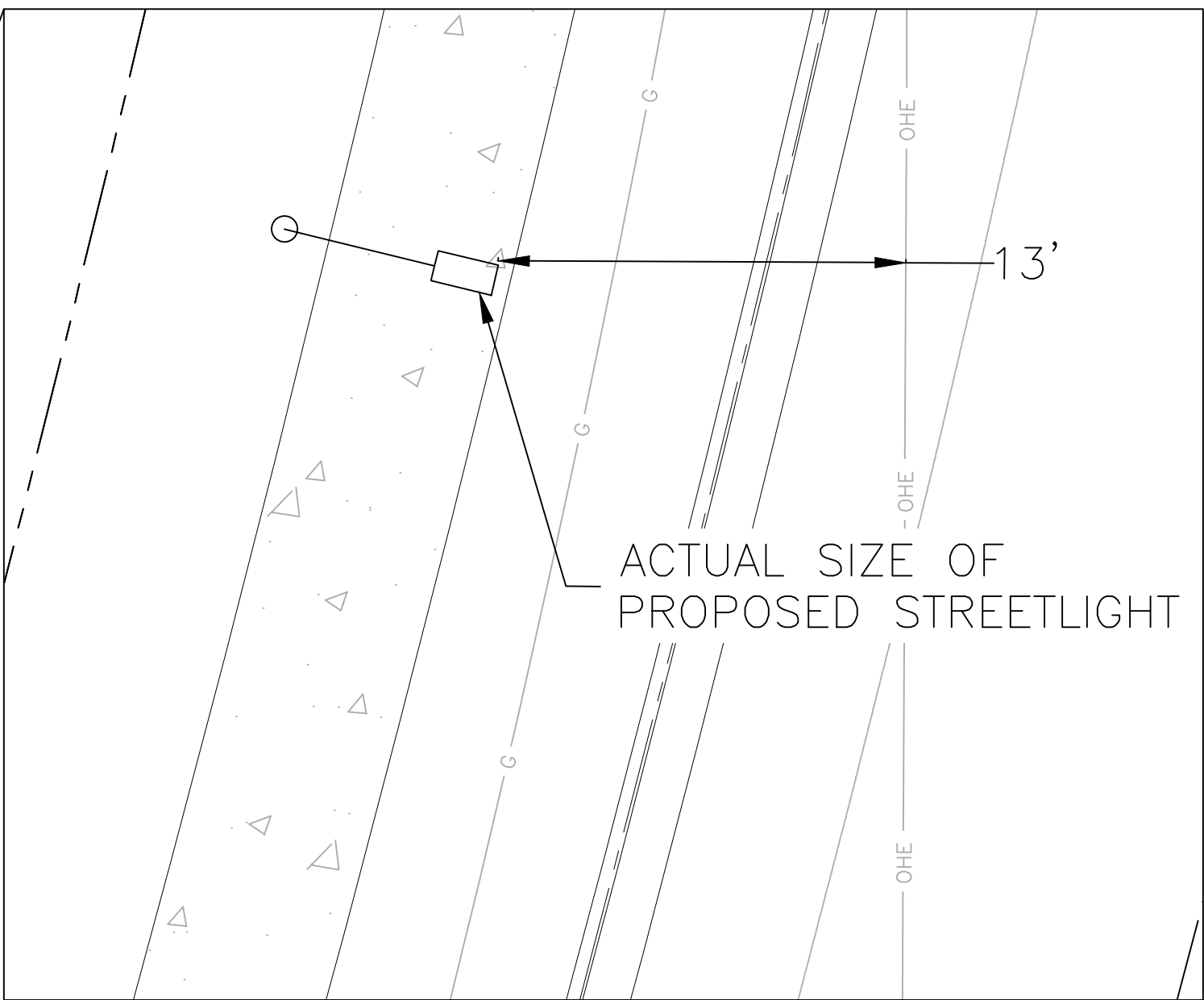
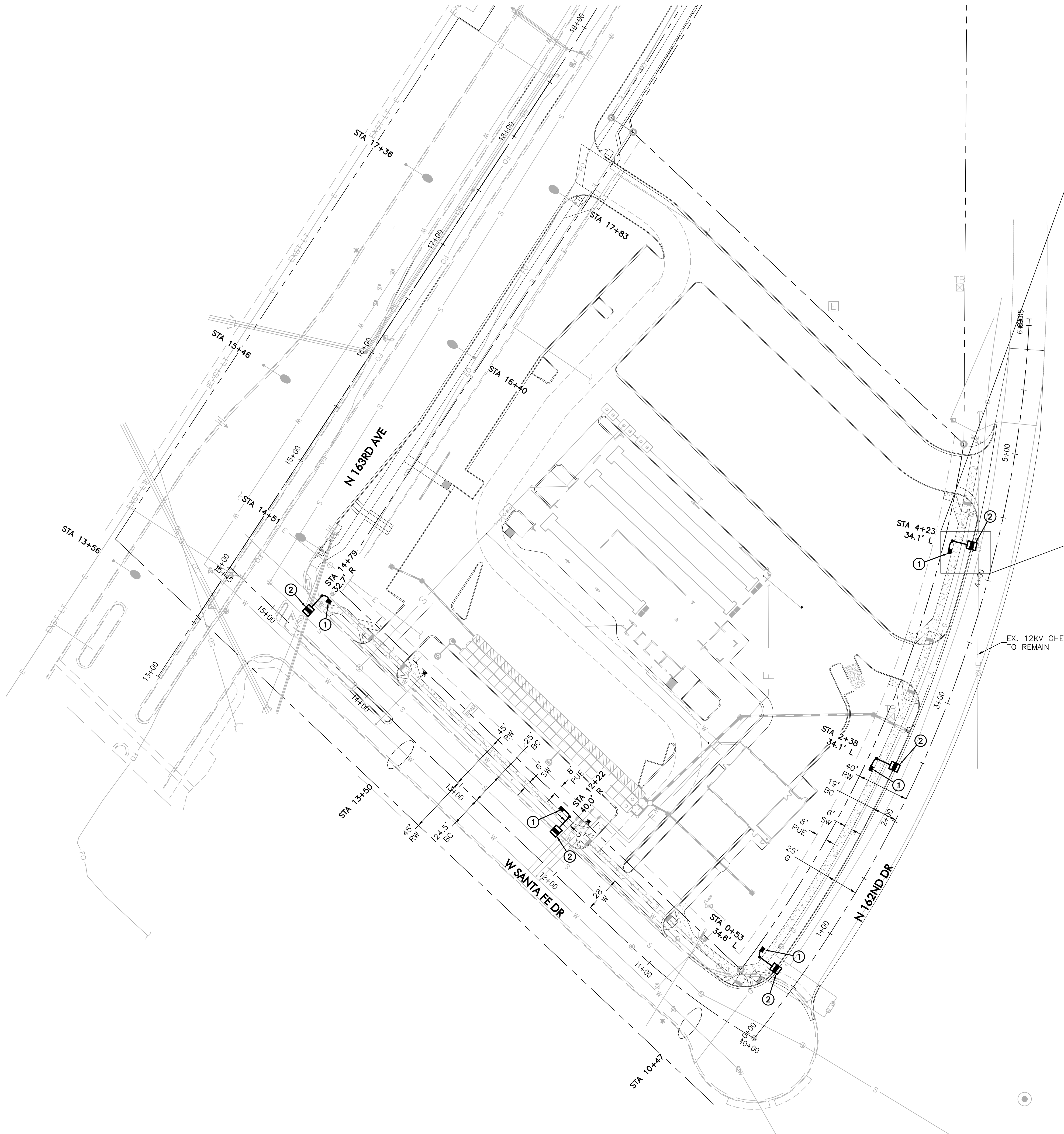
SURPRISE, ARIZONA
MR SHINE CARWASH

STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS	DESCRIPTIONS



DRAWING NO:
SL1
OF 3
SHEET:
055 OF 083



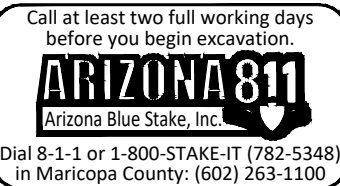
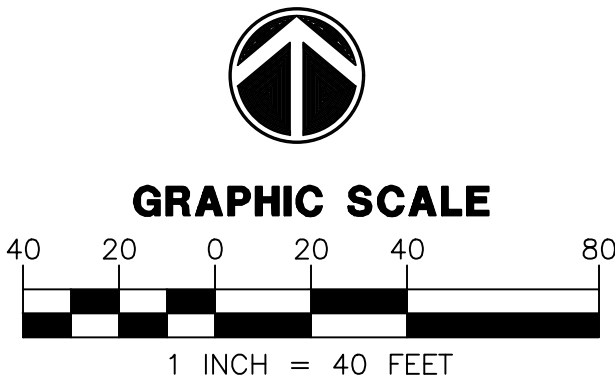
** FOR EACH NEW 3,800 AND 7,600 LUMEN FIXTURE, THE CONTRACTOR SHALL ADJUST THE FIELD ADJUSTABLE MODULE TO POSITION 7 INSIDE THE LUMINAIRE, AND THEN APPLY APPROPRIATE STICKER LABEL TO OUTSIDE OF LUMINAIRE.

CONSTRUCTION NOTES

- 1 INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- 2 71W LED (7,600 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE). CONTRACTOR SHALL SET ADJUSTABLE OUTPUT TO POSITION 7. PHOTOCELL, 38"-0" DIRECT BURIED POLE, 4' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 7,600 LUMEN LED STREET LIGHT, SQUARE POLE
- PROPOSED STREETLIGHT PER CITY OF SURPRISE PROJECT NO. P61540
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT



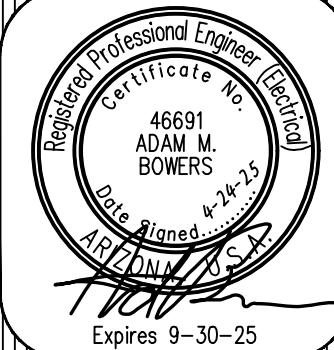
WRIGHT ENGINEERING
PROJECT NO:
24132
DESIGN BY: GRB
DRAWN BY: GRB
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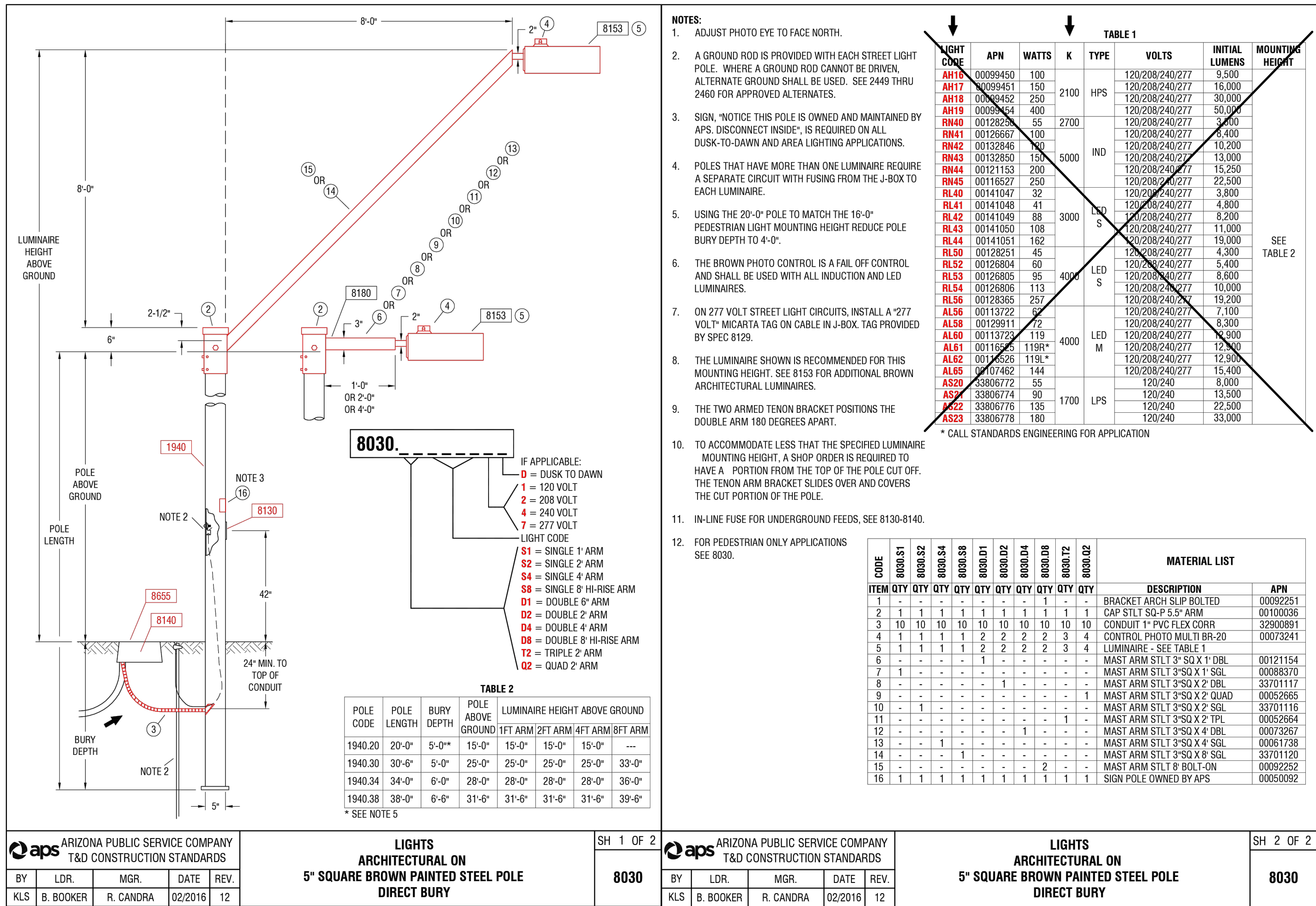
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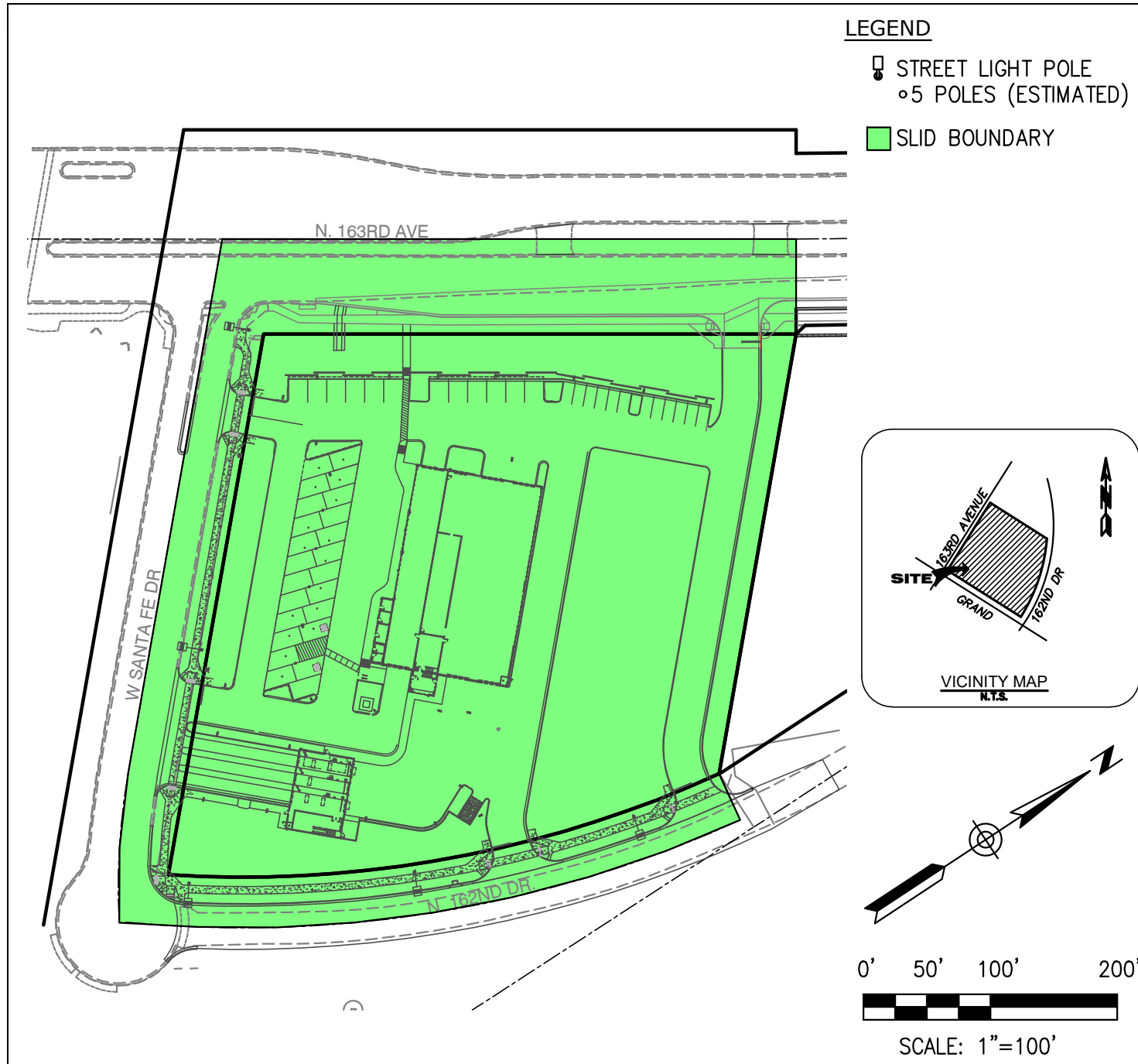
SURPRISE, ARIZONA
MR SHINE CARWASH
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS	DESCRIPTIONS

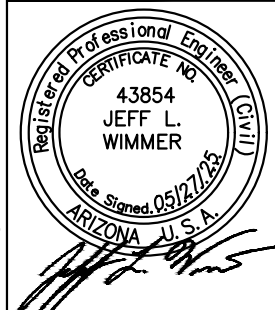


DRAWING NO:
SL2
OF 3
SHEET:
056 OF 083





MR. SHINE EXPRESS CARWASH
STREET LIGHT EXHIBIT



MAY 27, 2025



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 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
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Agenda Wording:

Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-NOBELLAJOMAX215 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution No. 2025-96.

Motion:

I move to approve Resolution No. 2025-96.

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 equal apportionment taxes based on the number and classification of properties within 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 Nobella 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 FY2026 nor are there budgets planned for FY2027 for the SLID. If the SLID is illuminated in FY2026 or FY2027, 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 2025-96 SLID for Nobella
 2. 02 SLID Petition_Nobella_Aproved
 3. 03 FS24-0194 Jomax Streetlight Plan_Nobella_Aproved
 4. 03 FS24-0201 Streetlight plan_Nobella 2.3_Aproved
 5. 03 FS24-0201 Streetlight plan_Nobella Pkwy_Aproved
 6. 03 FS24-203 Streetlight plan_Nobella 2.4_Aproved
 7. 05 Street Light Exhibit_Counci Map_Nobella_Aproved
-

RESOLUTION # 2025-96

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 EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS “CITY OF SURPRISE, ARIZONA, *SU-NOBELLAJOMAX215* 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-NOBELLAJOMAX215* 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 an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "CITY OF SURPRISE, ARIZONA, *SUNBELLAJOMAX215* 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 equal apportionment of taxes based on the number and classification of properties within 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.*; 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 an equal apportionment of taxes based on the number and classification of the properties within 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:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A
Legal Description

**Legal Description
for
Street Light Improvement District
Nobella – Parcel 2.3 & 2.4**

Located in Section 31, Township 5 North, Range 1 West, Gila and Salt River Meridian,
Maricopa County, Arizona;

Beginning at the South Quarter corner of said Section 31, from which the Southwest corner of
said Section 31, bears North 89°58'11" West, a distance of 2691.57 feet;

Thence North 89°58'11" West, along the South line of the Southwest Quarter of said section, a
distance of 659.86 feet;

Thence departing said South line, North 00°07'06" East, a distance of 1,340.89 feet;

Thence South 89°50'42" East, a distance of 1,554.46 feet;

Thence South 33°05'50" East, a distance of 776.02 feet;

Thence South 00°07'32" West, a distance of 686.81 feet to the South line of the Southeast
Quarter of said Section 31;

Thence South 89°59'40" West, along said South line, a distance of 1,319.61 feet to the Point of
Beginning.

Containing 2,511,602.27 square feet or 57.66 acres, more or less.



EXHIBIT B

Map



N.T.S.



1" IRON PIPE, LS# 12170
C 1/4 COR. SEC. 31,
T 5 N., R 1 W.

S89° 50' 42"E
1554.46'

N0° 07' 06"E 1340.89'

N0° 07' 05"E 2404.45'

3" MARICOPA COUNTY
BRASS CAP IN HAND HOLE
S 1/4 COR. SEC. 31,
T 5 N., R 1 W.
POINT OF BEGINNING

S33° 05' 50"E
776.02'

S0° 07' 32"W 686.81'

2031.71'
N89° 58' 11"W 2691.57'

1319.61'

S89° 59' 40"W 2639.21'

1319.61'

3" BRASS CAP IN HAND HOLE
SW COR. SEC. 31,
T 5 N., R 1 W.

BRASS CAP IN HANDHOLE
SE COR. SEC. 31,
T 5 N., R 1 W.



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

P:602.297.8732 • F:602.230.8458

EXHIBIT

S.L.I.D. EXHIBIT

NOBELLA - PARCELS 2.3 & 2.4

SURPRISE, AZ

Project No. 1231
Sheet 1 of 1

Date : 12/19/23

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-NobellaJomax215

(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
Nobella Surprise Owner, LLC	Jomax Rd. and Nobella Parkway	See Attached	<i>Chris Anderson</i>

Assessor Parcel Number Exhibit to Street Light Improvement District Petition:

March 2025

PARCEL NUMBERS	OWNER	LAND SIZE (SQ FT.)
503-32-932	NOBELLA OWNER LLC	705,335
530-32-927	NOBELLA OWNER LLC	167,766
503-52-018E	NOBELLA OWNER LLC	370,442
503-52-018F	NOBELLA OWNER LLC	359,283
503-52-026T	NOBELLA OWNER LLC	217,904
503-52-026R	NOBELLA OWNER LLC	217,829
503-32-928	NOBELLA OWNER LLC	161,345
503-32-930	NOBELLA OWNER LLC	84,310
503-52-023K	NOBELLA OWNER LLC	347,325
503-52-026U	NOBELLA OWNER LLC	217,922
503-52-026S	NOBELLA OWNER LLC	217,847
503-52-023P	NOBELLA OWNER LLC	217,800
503-32-931	NOBELLA OWNER LLC	185,354
503-52-023L	NOBELLA OWNER LLC	345,675
503-52-023S	NOBELLA OWNER LLC	435,600
503-52-023M	NOBELLA OWNER LLC	696,546
Totals		4,948,283



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered after December 1, 2021.

DESCRIPTION

E-68 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIOD

Dusk: The time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	\$ 1 - \$ 430	\$ 6.54	\$ 2.00
B	\$ 431 - \$ 520	\$ 7.97	\$ 2.43
C	\$ 521 - \$ 640	\$ 9.56	\$ 2.97
D	\$ 641 - \$ 820	\$ 11.43	\$ 3.80
E	\$ 821 - \$ 910	\$ 14.46	\$ 4.21
F	\$ 911 - \$ 1,010	\$ 16.10	\$ 4.67
G	\$ 1,011 - \$ 1,110	\$ 17.60	\$ 5.14
H	\$ 1,111 - \$ 1,250	\$ 19.95	\$ 5.77
I	\$ 1,251 - \$ 1,520	\$ 22.20	\$ 7.00
J	\$ 1,521 - \$ 1,670	\$ 27.06	\$ 7.70
K	\$ 1,671 - \$ 1,850	\$ 30.08	\$ 8.52

Note: Equipment cost greater than \$1,850 shall be Customer owned.



II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

$$\text{kWh} = \text{Fixture Wattage} \times 344 \text{ Usage Hours}$$

$$\text{Generation} = \text{kWh per month} \times \$0.07575$$

$$\text{T\&D, RCS, System Benefits} = \text{kWh per month} \times \$0.03068$$

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWh reflects the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

			CHARGES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.69	\$ 2.03
			22 ft.	\$ 16.53	\$ 2.28
			25 ft.	\$ 17.89	\$ 2.47
			30 ft.	\$ 20.55	\$ 2.83
			32 ft.	\$ 21.59	\$ 2.86
		2 Simplex Adapters	12 ft.	\$ 15.66	\$ 2.16
			22 ft.	\$ 18.00	\$ 2.48
			25 ft.	\$ 18.77	\$ 2.59
			30 ft.	\$ 21.82	\$ 3.01
			32 ft.	\$ 23.27	\$ 3.21
	Square Steel	5"	13 ft.	\$ 16.84	\$ 2.31
			15 ft.	\$ 15.04	\$ 2.07
			23 ft.	\$ 17.85	\$ 2.46
			25 ft.	\$ 19.62	\$ 2.70
			28 ft.	\$ 21.78	\$ 3.00
			32 ft.	\$ 21.66	\$ 2.99
Concrete		12 ft.	\$ 50.19	\$ 6.91	
Fiberglass		12 ft.	\$ 42.50	\$ 5.85	
Decorative Transit	4"	16 ft.	\$ 41.44	\$ 5.72	
Decorative Transit	6"	30 ft.	\$ 80.01	\$ 11.02	
Hinged Poles	Square	15 ft.	\$ 15.93	\$ 1.30	
	Round	19 ft.	\$ 14.40	\$ 1.18	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.13	\$ 1.93
			22 ft.	\$ 15.98	\$ 2.20
			25 ft.	\$ 17.32	\$ 2.39
			30 ft.	\$ 20.00	\$ 2.77
			32 ft.	\$ 21.02	\$ 2.89
		2 Simplex Adapters	12 ft.	\$ 15.09	\$ 2.07
			22 ft.	\$ 16.86	\$ 2.31
			25 ft.	\$ 18.20	\$ 2.49
			30 ft.	\$ 21.26	\$ 2.92
			32 ft.	\$ 22.70	\$ 3.12
		3 Bolt Arm	32 ft.	\$ 26.09	\$ 3.58
	Square Steel	5"	13 ft.	\$ 16.29	\$ 2.25
			15 ft.	\$ 16.66	\$ 2.28
			23 ft.	\$ 17.29	\$ 2.39
			25 ft.	\$ 19.07	\$ 2.64
			28 ft.	\$ 21.19	\$ 2.92
			32 ft.	\$ 22.00	\$ 3.01



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

				CHARGES		
				Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel		19 ft.	\$ 22.23	\$ 3.07	
			30 ft.	\$ 17.36	\$ 3.21	
			38 ft.	\$ 21.18	\$ 3.29	
		Self	40 ft.	\$ 26.09	\$ 4.13	
		Stepped	25 ft.	\$ 60.01	\$ 4.90	
			32 ft.	\$ 63.20	\$ 5.16	
			49 ft.	\$ 78.45	\$ 10.81	
		Square Steel	4"	34 ft.	\$ 19.15	\$ 3.32
			5"	20 ft.	\$ 18.19	\$ 3.01
	30 ft.			\$ 18.96	\$ 3.12	
	38 ft.			\$ 20.57	\$ 3.57	
	8"		28 ft.	\$ 34.33	\$ 2.79	
			32 ft.	\$ 35.89	\$ 2.94	
Decorative Transit				41 ft 6"	\$ 24.71	\$ 3.63
	Decorative Transit			47 ft.	\$ 30.79	\$ 4.53
	Steel Distribution Pole (for lighting only)			35 ft.	\$ 28.42	\$ 3.74
D. Post Top	Decorative Transit Anchor Base			16 ft.	\$ 42.33	\$ 5.81
	Gray Steel/Fiberglass			23 ft.	\$ 14.68	\$ 2.41
	Black Steel			23 ft.	\$ 16.18	\$ 2.67
	E. Existing distribution pole suitable for streetlight use				\$ 1.78	--
F. Wood	Wood Poles		30 ft.	\$ 10.80		
			35 ft.	\$ 10.80		
			40 ft.	\$ 15.00		

IV. ANCHOR BASE

		CHARGES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$ 11.96	\$ 1.65
		6 ft.	\$ 14.27	\$ 2.47
B. Pedestal		8 ft.	\$ 16.35	\$ 2.85
	For 32' Round Steel Pole only	4 ft. 6"	\$ 11.34	\$ 1.96



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

Underground Circuit Charges	
a. Per foot of cable, installed under paving	\$ 0.19051
b. Per foot of cable, not installed under paving	\$ 0.06724

TRIP CHARGE

A \$150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

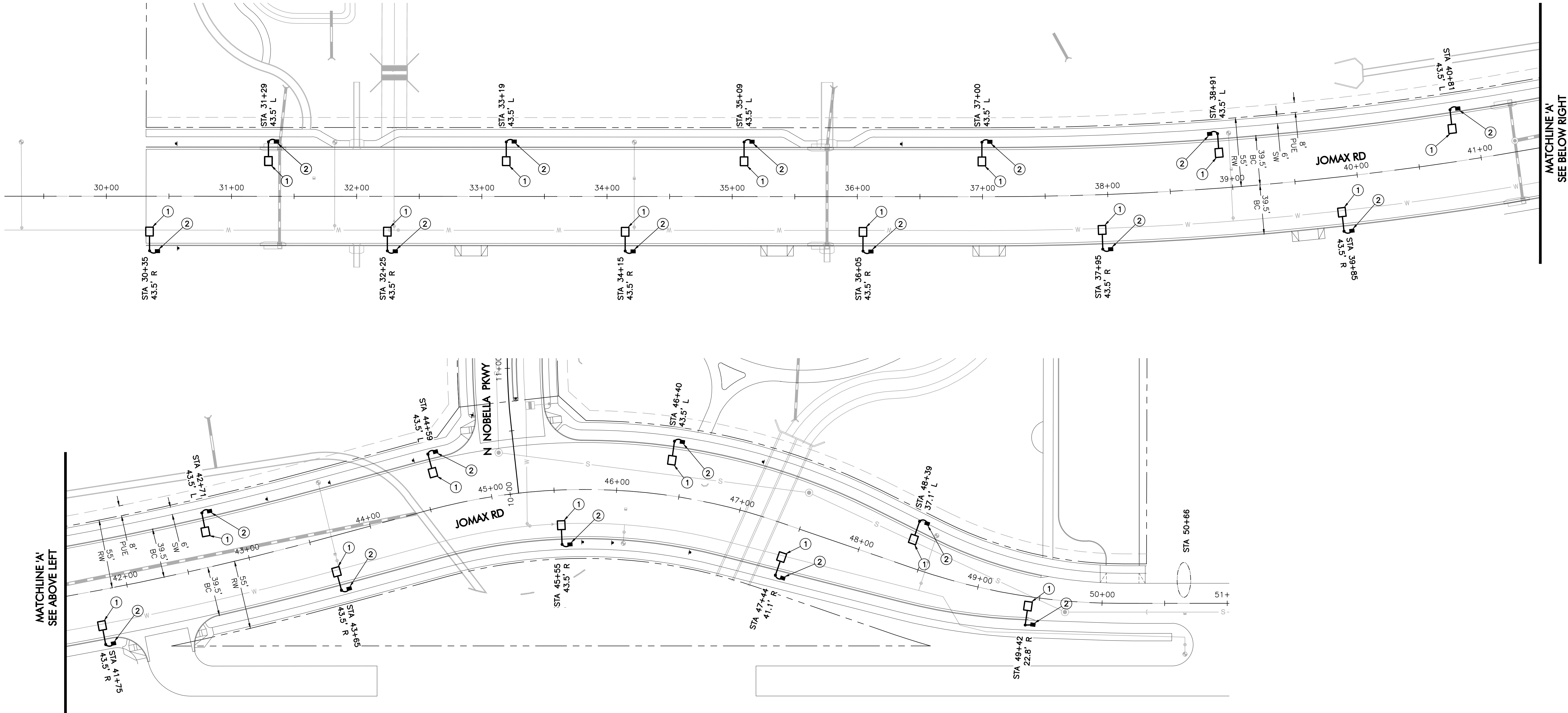
1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
5. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
6. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM.
7. The Court Resolution Surcharge, Adjustment Schedule CRS-1.
8. The System Reliability Benefit Adjustment Mechanism charge, Adjustment Schedule SRB-1.
9. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.



SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.
2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

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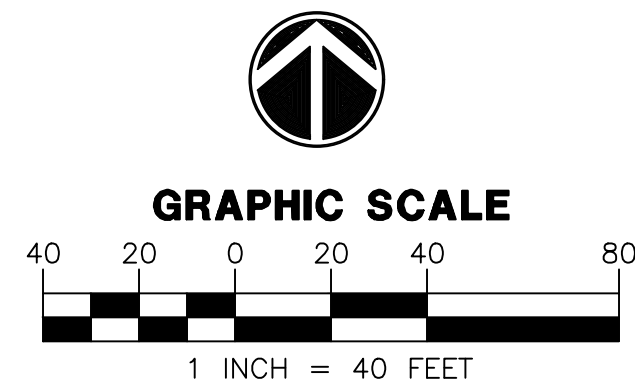


CONSTRUCTION NOTES

- 1 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-0" DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
- 2 INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 10,500 LUMEN LED STREET LIGHT, SQUARE POLE
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT



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

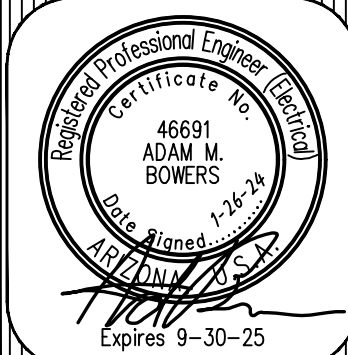
WRIGHT ENGINEERING
PROJECT NO:
23474
DESIGN BY: CDT
DRAWN BY: CDT
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

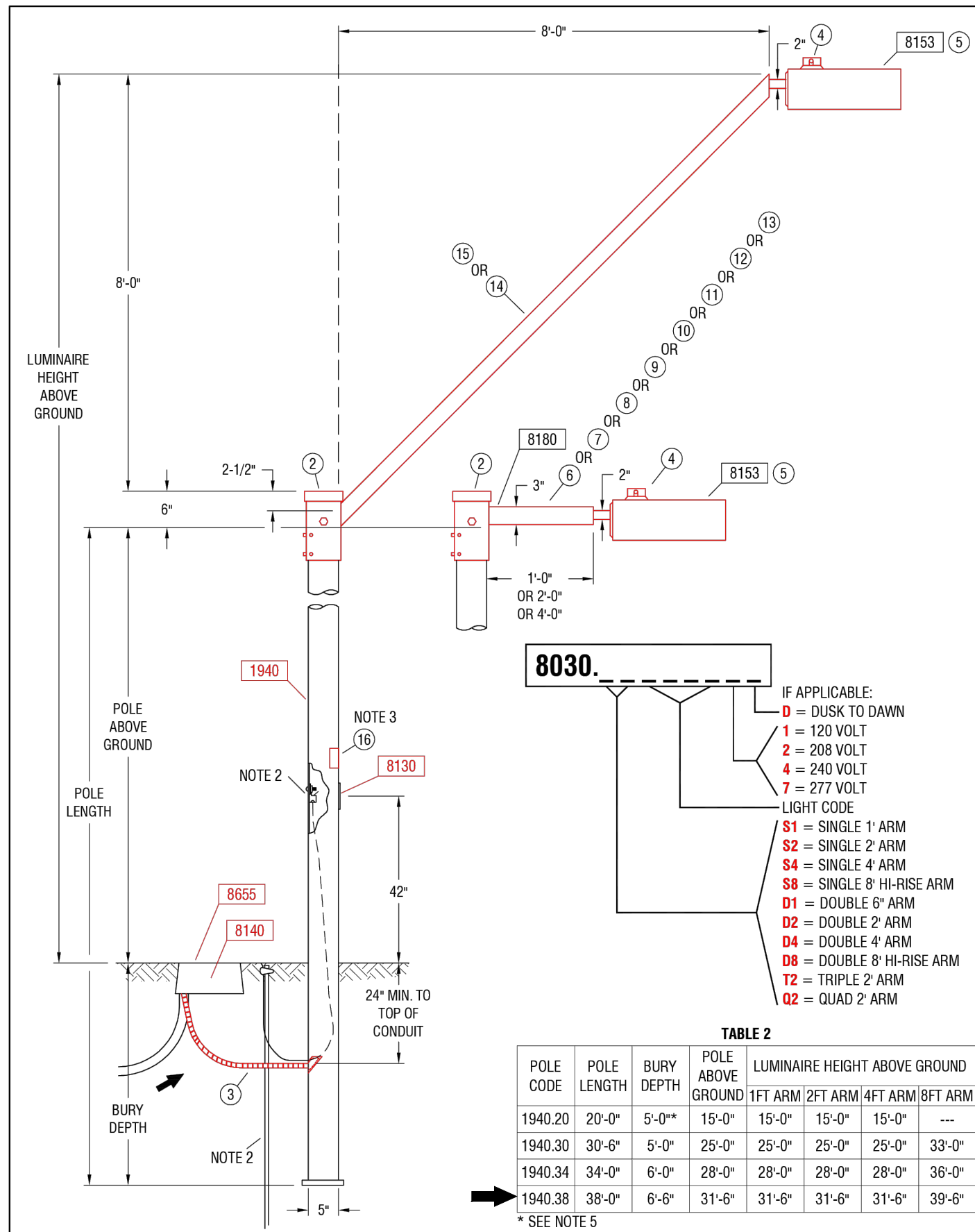
SURPRISE, ARIZONA
**NOBELLA
JOMAX ROAD**
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 3

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- 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 THAN 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.

CODE	8030.S1	8030.S2	8030.S3	8030.S4	8030.D1	8030.D2	8030.D3	8030.D4	8030.D5	MATERIAL LIST										
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION										APN
1						1				BRACKET ARM SUL POLY BOLT										00092251
2										GR STAIN ARM SUL POLY BOLT										00100606
3	10	10	10	10	10	10	10	10	10	CROWN 1" PVC FLX CORR										32900891
4	1	1	1	1	2	2	2	2	3	CONTR. PHOTO MOLD BR-20										00072154
5	1	1	1	1	2	2	2	2	3	LUMINAIRE - SEE TABLE										00121516
6					1					MAST ARM SUL 2" X 1/2" SGL										00171554
7	1									MAST ARM SUL 3/52X 2" SGL										00088370
8					1					MAST ARM SUL 3/52X 2" SGL										33017117
9									1	MAST ARM SUL 3/52X 2" QUAD										00052665
10	1	1	1	1						MAST ARM SUL 3/52X 2" SGL										33017115
11										MAST ARM SUL 3/52X 2" TPL										00056664
12						1				MAST ARM SUL 3/52X 4" SGL										00073267
13					1					MAST ARM SUL 3/52X 4" SGL										00061738
14									2	MAST ARM SUL 3/52X 8" BOLT										33017120
15	1	1	1	1	1	1	1	1	1	SIGN POLY OWNED BY APS										00055092

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STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:
THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.
THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:
THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:
ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:
LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:
DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:
LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:
WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:
EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:
EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH
TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:
THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

NOBELLA
PHASE 2.3
STREET LIGHT DESIGN

GENERAL ENGINEERING NOTES:

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, CHAPTER 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 VARIANCE 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 623-222-6000.
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.

CITY OF SURPRISE APPROVAL

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 LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER

DATE

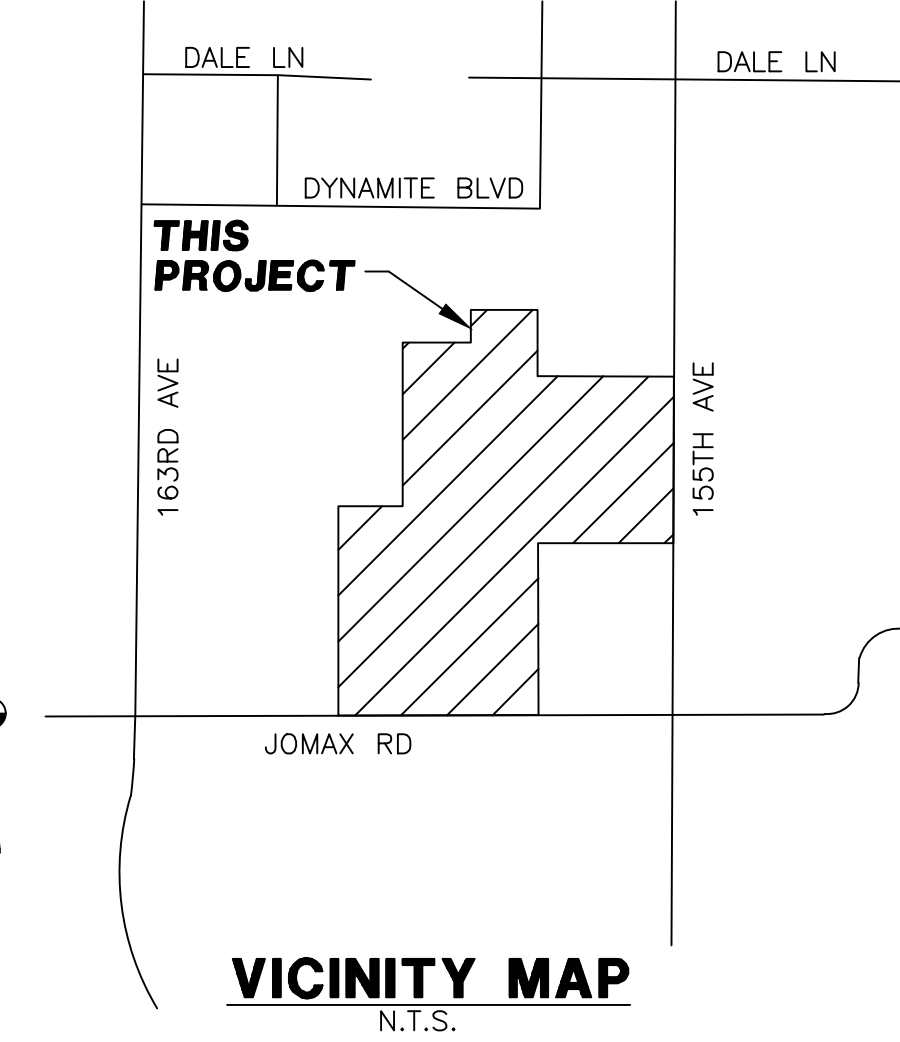
UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	1/26/2024
CENTURY LINK	1/26/2024
COX COMMUNICATIONS	1/26/2024
SOUTHWEST GAS	1/26/2024

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.



SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREETLIGHT DETAILS	SL4



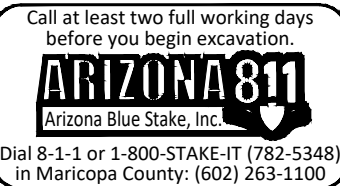
KEY MAP
N.T.S.

POWER CONDUIT NOTE

TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.

CIVIL ENGINEER
TERRASCAPE CONSULTING, LLC
645 E. MISSOURI AVE. STE 420
PHOENIX, AZ 85012
PHONE: (602) 297-8732
CONTACT: DAVE WEST, P.E.

DEVELOPER
HINES
2375 E CAMELBACK ROAD STE 150
PHOENIX, AZ 85016
PHONE: (602) 385-4000
CONTACT: BRANDON DILLINGHAM



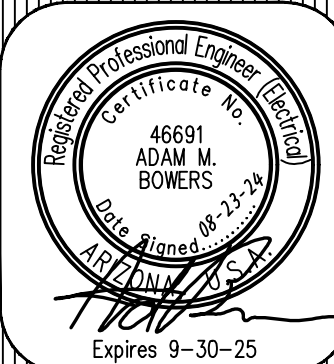
WRIGHT ENGINEERING
PROJECT NO:
23474
DESIGN BY: CDT
DRAWN BY: CDT
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
**NOBELLA
PHASE 2.3**
STREET LIGHT COVER SHEET

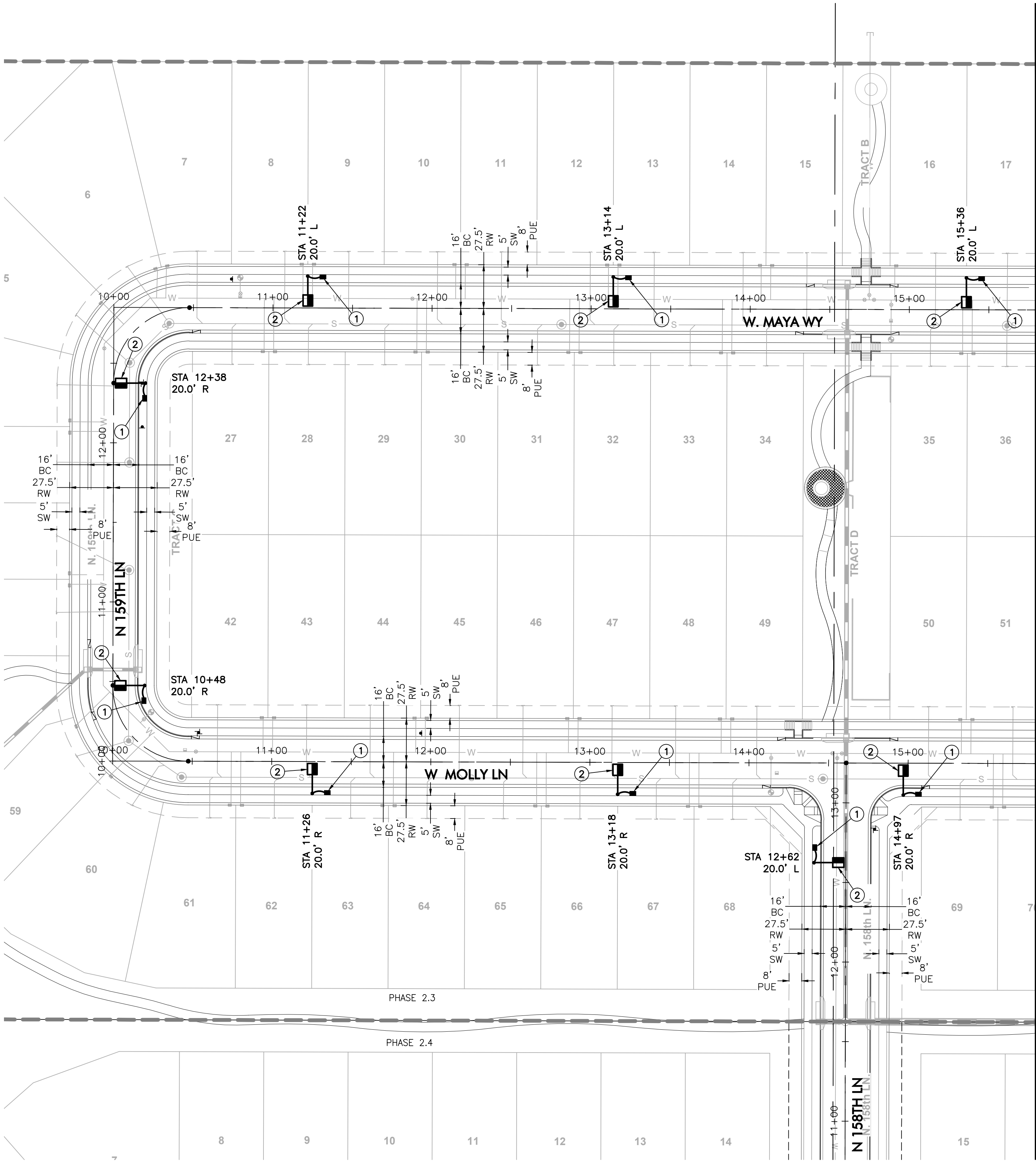
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SL1
OF 4

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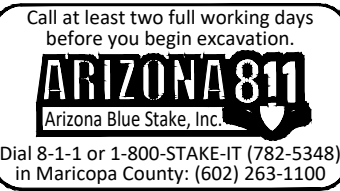
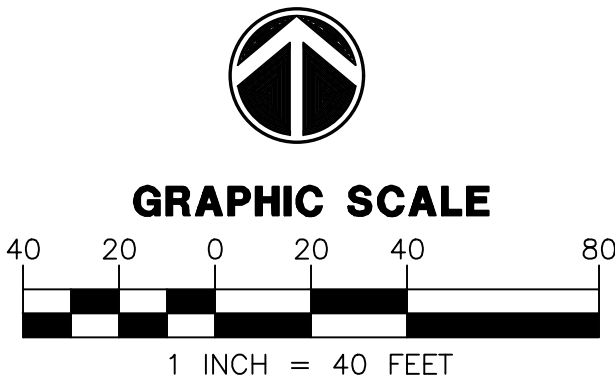
MATCHLINE 'A'
SEE SHEET SL3

CONSTRUCTION NOTES

- ① INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- ② 37W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- STREETLIGHT PER ADJACENT PARCEL

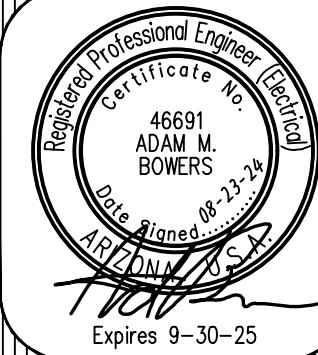


SURPRISE, ARIZONA

NOBELLA
PHASE 2.3

STREET LIGHT PLAN

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



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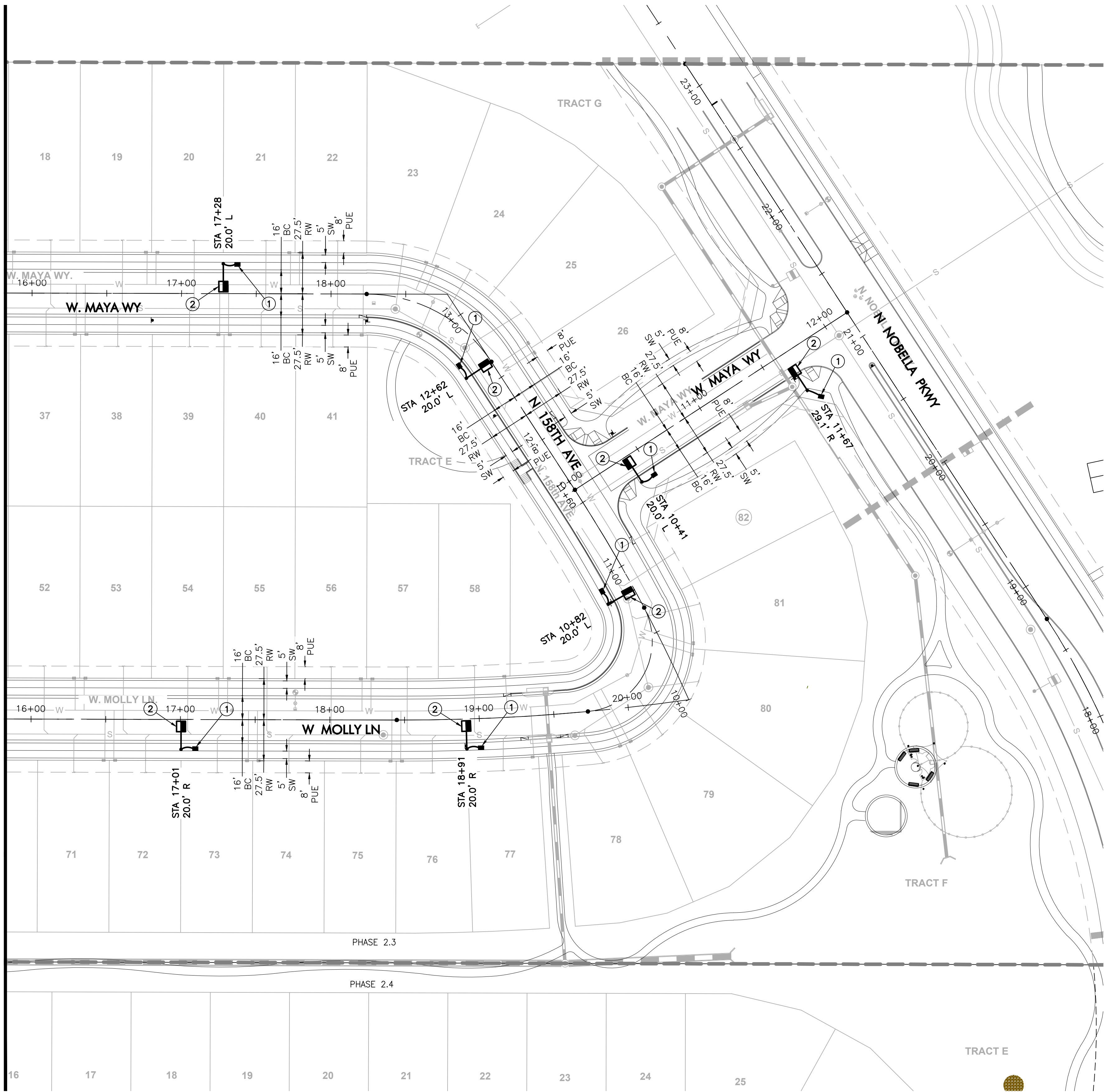
SL2
OF 4

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PROJECT NO:
23474
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DRAWN BY: CDT
CHECKED BY: AMB



FS24-0201

MATCHLINE 'A'
SEE SHEET SL2

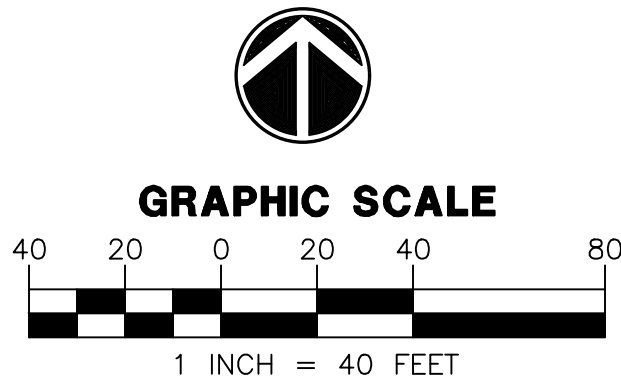


LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- STREETLIGHT PER ADJACENT PARCEL

CONSTRUCTION NOTES

- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- 37W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5), (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.



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

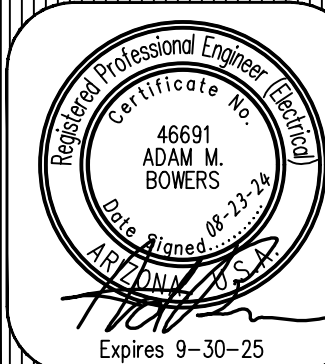
PROJECT: TITLE:

SURPRISE, ARIZONA

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PHASE 2.3

STREET LIGHT PLAN

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

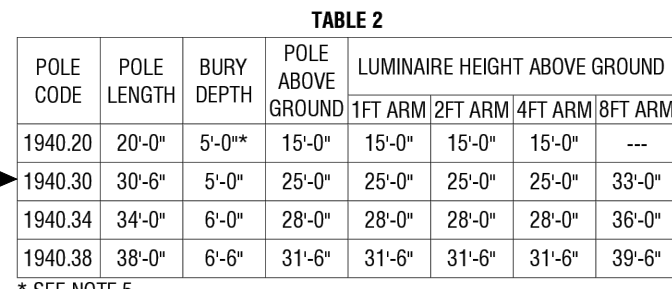


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OF 4

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PROJECT NO:
23474
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DRAWN BY: CDT
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engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us



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

8030

12. FOR PEDESTRIAN ONLY APPLICATIONS
SEE 8030.

* CALL STANDARDS ENGINEERING FOR APPLICATION

MATERIAL LIST	
DESCRIPTION	APN
ARCH SLIP BOLTED	00092251
SQ-P 5.5" ARM	00100036
1" PVC FLEX CORR	32900891
PHOTO MULTI BR-20	00073241
- SEE TABLE 1	
STLT 3" SQ X 1 DBL	00121154
STLT 3" SQ X 1 SGL	00088370
STLT 3" SQ X 2 DBL	33701117
STLT 3" SQ X 2 QUAD	00052665
STLT 3" SQ X 2 SGL	33701116
STLT 3" SQ X 2 TPL	00052664
STLT 3" SQ X 4 DBL	00073267
STLT 3" SQ X 4 SGL	00061738
STLT 3" SQ X 8 SGL	33701120
8" BOLT - ON	00092252
OWNED BY APS	00050092

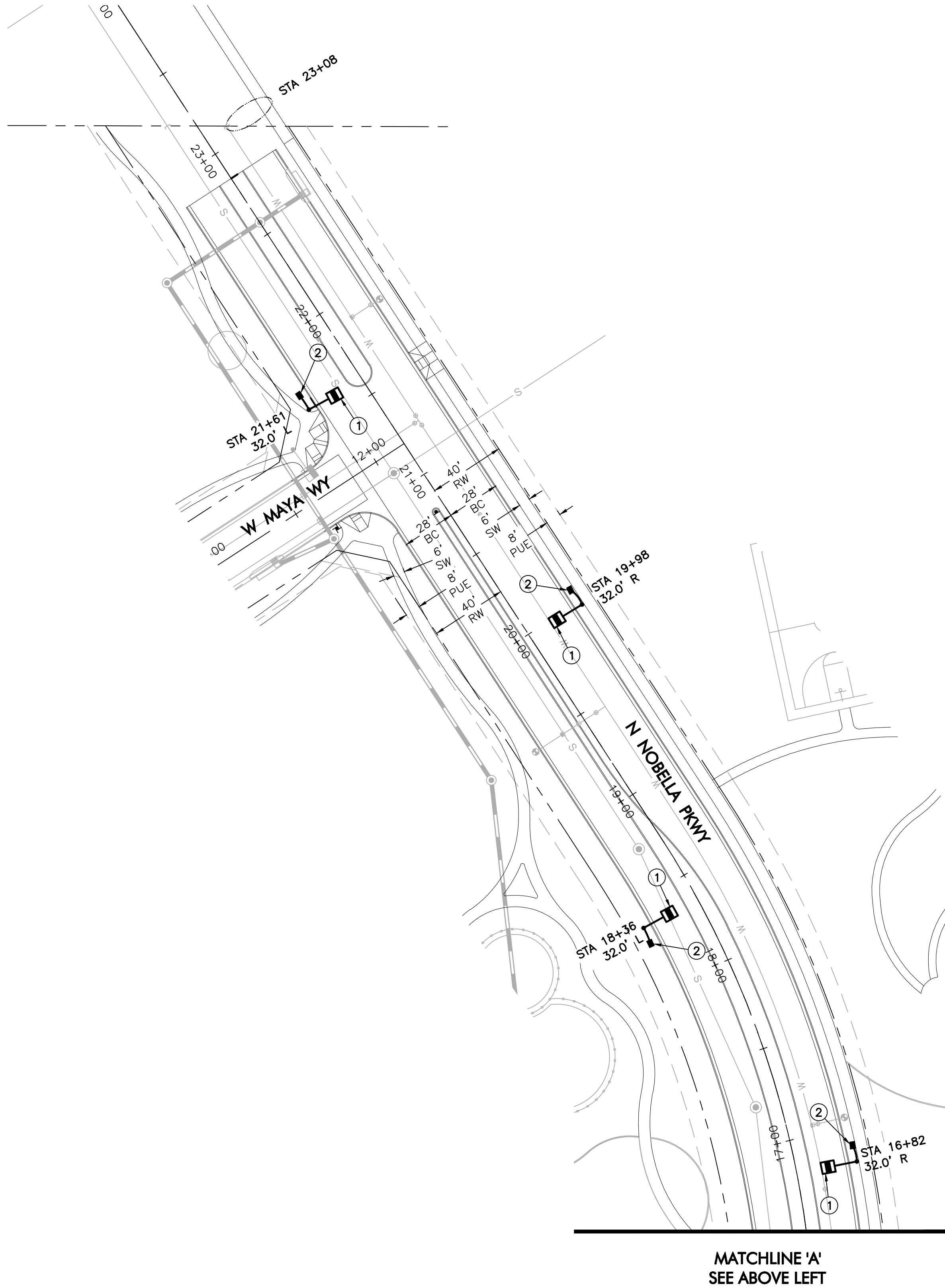
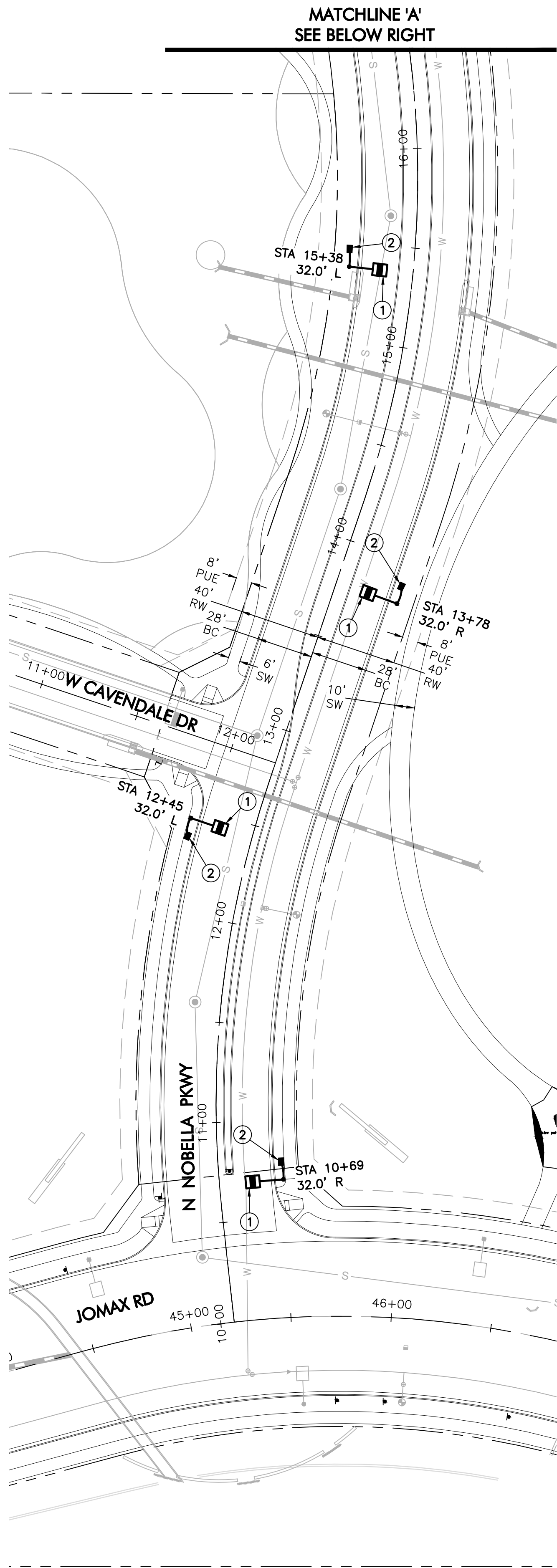
LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141048	31	120/208/240/277	3,800	ERLC005A530ADKBZGLRV1013 DIALED TO 7**
RL41		00141048	36	120/208/240/277	4,900	ERLC005A530ADKBZGLRV1013
RL42		00141050	69	120/208/240/277	7,600	ERL1011C530ADKBZGLRV1279 DIALED TO 7**
RL33		00141050	87	120/208/240/277	10,500	ERL1011C530ADKBZGLRV1279
RL44		00141051	160	120/208/240/277	20,100	ERL2021C530ADKBZGLRV113

 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

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

8030

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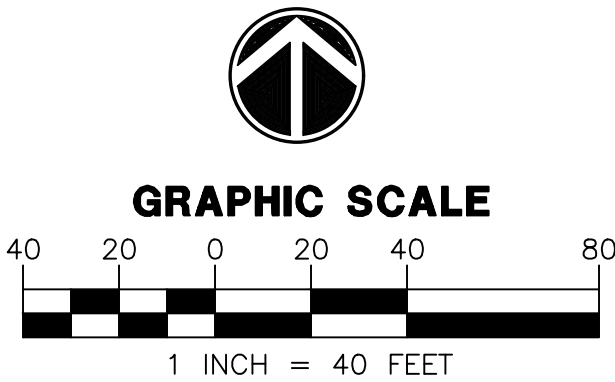
MATCHLINE 'A'
SEE ABOVE LEFT

CONSTRUCTION NOTES

- 71W LED (7,600 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE). CONTRACTOR SHALL SET ADJUSTABLE OUTPUT TO POSITION 7. PHOTOCELL, 36"-0" DIRECT BURIED POLE, 4" MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 7,600 LUMEN LED STREET LIGHT, SQUARE POLE
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

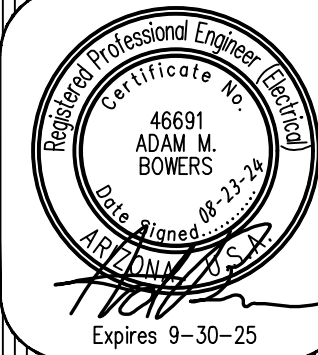


SURPRISE, ARIZONA

NOBELLA
NOBELLA PKWY

STREET LIGHT PLAN

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



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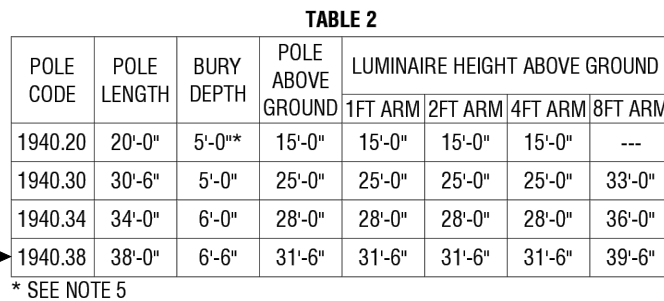
SL2
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- | | | | |
|--|--|------|------|
| 11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140. | | | |
| 12. FOR PEDESTRIAN ONLY APPLICATIONS
SEE 8030. | | 0.51 | 0.52 |

[illegible]

TABLE 1							
LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AH10	0009450	100			120/208/240/277	15,000	
AH17	0009451	150	2100	HPS	120/208/240/277	16,000	
AH18	001452	250			120/208/240/277	50,000	
AH19	001453	400			120/208/240/277	80,000	
RN40	0002829	55	2700		120/208/240/277	8,500	
RN41	0012667	100			120/208/240/277	15,000	
RN42	0012668	150			120/208/240/277	22,500	
RN43	000250	1250	5000	IND	120/208/240/277	13,000	
RN44	0012153	200			120/208/240/277	22,500	
RN45	0011627	250			120/208/240/277	25,000	
RL40	0014104	32			120/208/240/277	3,800	
RL41	0014104	48			120/208/240/277	4,800	
RL42	0014104	88	3000	IND	120/208/240/277	8,200	
RL43	0014108	118		S	120/208/240/277	11,000	
RL44	0014101	162			120/208/240/277	15,000	
RS10	0012951	45			120/208/240/277	4,300	SEE TABLE 2
RS11	0012850	90			120/208/240/277	8,600	
RS13	0012606	135	400	S	120/208/240/277	12,000	
RS14	0012606	113			120/208/240/277	10,000	
RS16	0012655	257			120/208/240/277	25,000	
AL56	0013732	27			120/208/240/277	1,700	
AL58	0012991	72			120/208/240/277	8,300	
AL60	0013712	119	4000	M	120/208/240/277	12,500	
AL61	0013712	119*			120/208/240/277	12,500	
AL62	0014526	119*			120/208/240/277	12,500	
AS50	0010482	144			120/208/240/277	15,400	
AS50	0386676	136			120/240	8,000	
AS51	0386674	136	1700	LPS	120/240	13,000	
AS52	0386676	136			120/240	22,500	
AS53	0386676	136			120/240	33,000	

* CALI STANDARDS ENGINEERING FOR APPLICATION

LUMINAIRE TABLE						
DARK BRONZE ROADWAY SCALEABLE LED 3000K						
LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141048	31	120/208/240/277	3,800	ERLC005A0530ADKBZGLRV1013 DIALED TO 7**
RL41		00141048	36	120/208/240/277	4,900	ERLC005A0530ADKBZGLRV1013
RL42		00141050	69	120/208/240/277	7,600	ERL1011C530ADKBZGLRV1279 DIALED TO 7**
RL33		00141050	87	120/208/240/277	10,500	ERL1011C530ADKBZGLRV1279
RL44		00141051	160	120/208/240/277	20,100	ERL2021C530ADKBZGLR113

** FOR EACH NEW 3,800 AND 7,600 LUMEN
FIXTURE, THE CONTRACTOR SHALL ADJUST THE
FIELD ADJUSTABLE MODULE TO POSITION 7 INSIDE
THE LUMINAIRE, AND THEN APPLY APPROPRIATE
STICKER LABEL TO OUTSIDE OF LUMINAIRE.

 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

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

SH 1 OF 2
8030

 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

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

SH 2 OF 2
8030

WRIGHT ENGINEERING
PROJECT NO:
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CHECKED BY: AMB

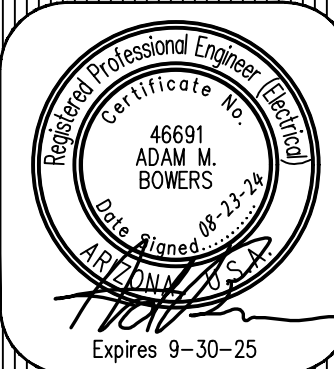
WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
NOBELLA
NOBELLA PKWY

STREET LIGHT DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
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DRAWING NO:
SL3
OF 3

Call at least two full working days
before you begin excavation.

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Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602) 363-1100

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NOBELLA

PHASE 2.4

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:

THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:

ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:

LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:

DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:

EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

GENERAL ENGINEERING NOTES:

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, CHAPTER 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 VARIANCE 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 623-222-6000.
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.

CITY OF SURPRISE APPROVAL

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 LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER

DATE

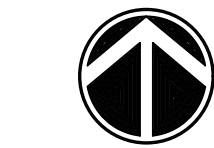
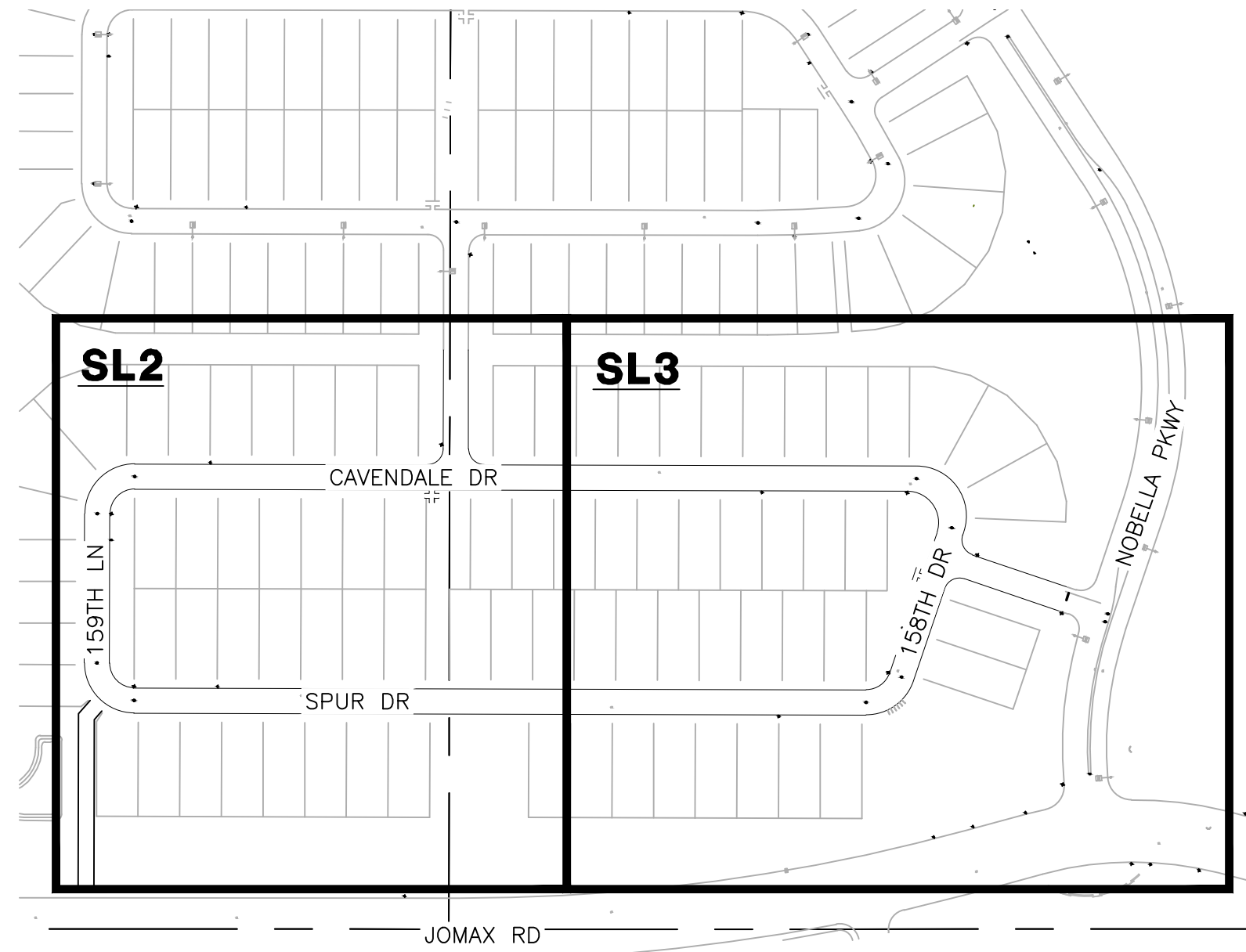
UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	1/26/2024
CENTURY LINK	1/26/2024
COX COMMUNICATIONS	1/26/2024
SOUTHWEST GAS	1/26/2024

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.

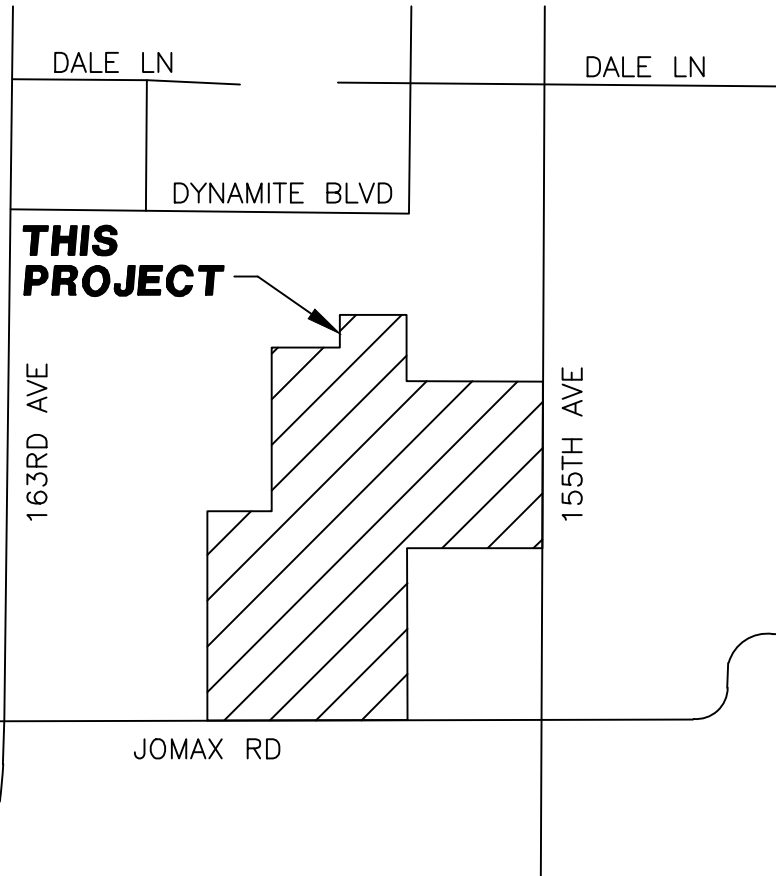


KEY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREETLIGHT DETAILS	SL4

VICINITY MAP
N.T.S.



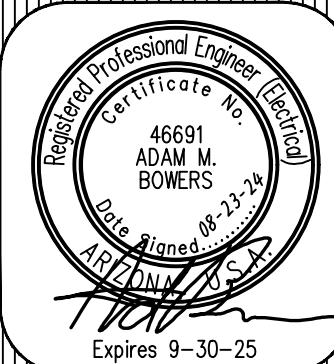
WRIGHT ENGINEERING
PROJECT NO:
23474
DESIGN BY: CDT
DRAWN BY: CDT
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

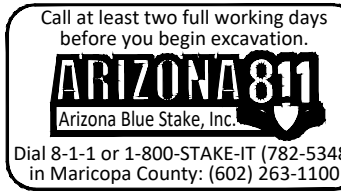
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SURPRISE, ARIZONA
NOBELLA
PHASE 2.4
STREET LIGHT COVER SHEET

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

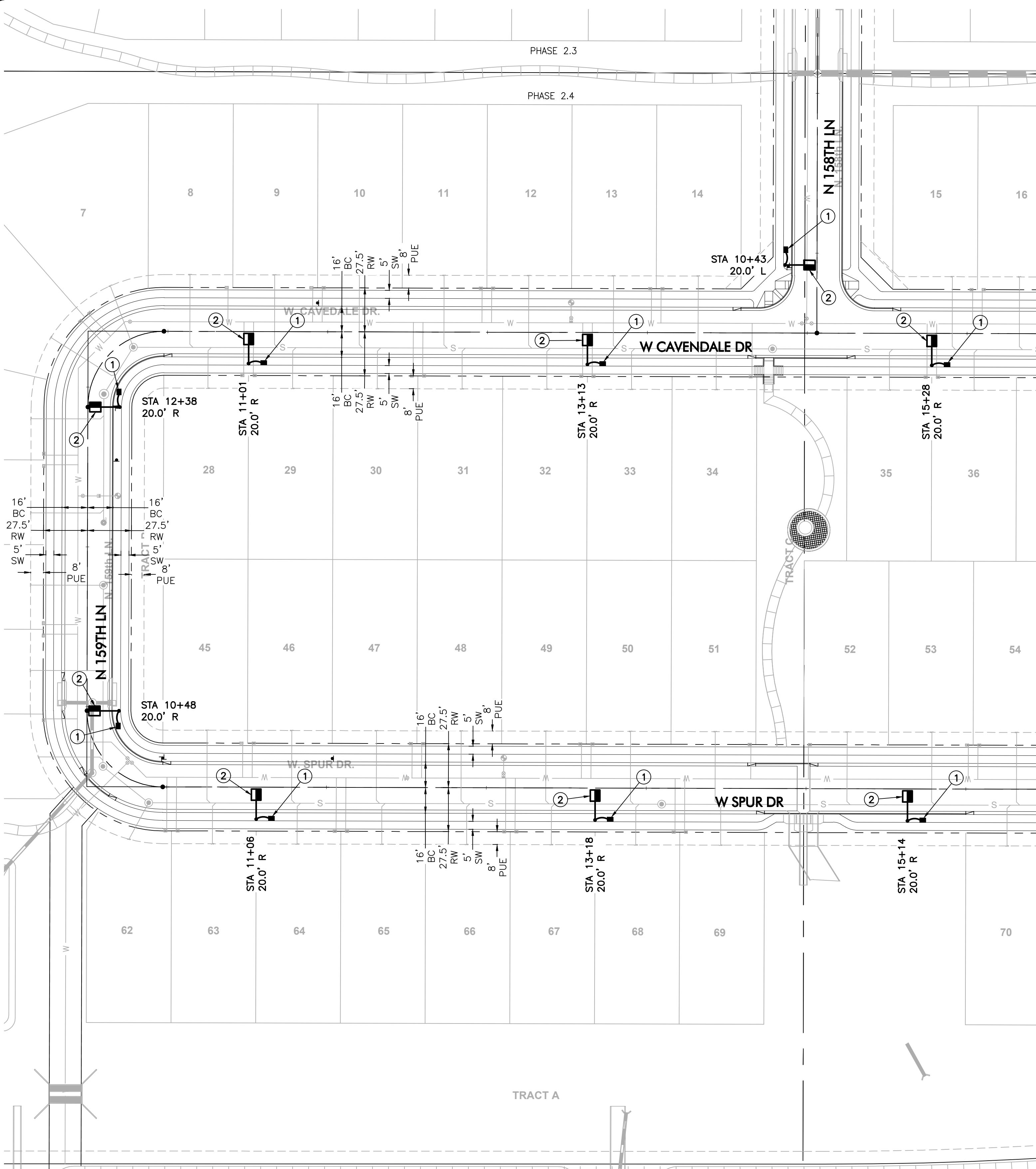


DRAWING NO:
SL1
OF 4



FS24-0203

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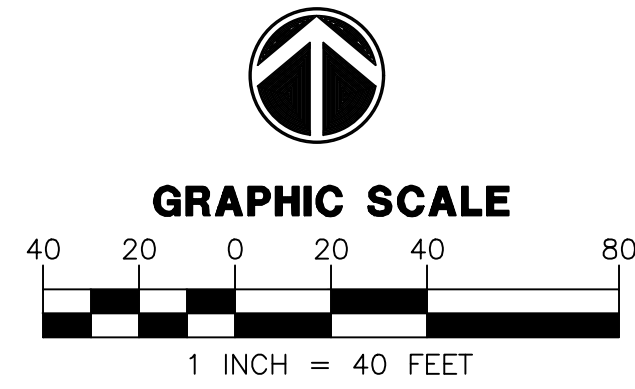
MATCHLINE 'A'
SEE SHEET SL3

CONSTRUCTION NOTES

- ① INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- ② 37W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30"-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SLS). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

-  4,900 LUMEN LED STREET LIGHT, SQUARE POLE
-  PULL BOX
-  NEW CONDUIT RUN
-  FIRE HYDRANT
-  STREETLIGHT PER ADJACENT PARCEL
-  STREETLIGHT PER ADJACENT PARCEL
-  STREETLIGHT PER ADJACENT PARCEL



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

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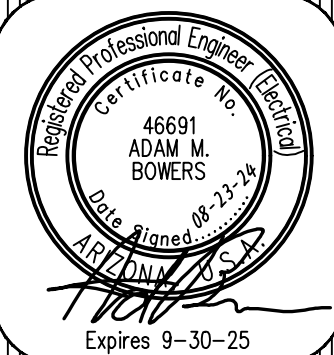
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www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA

NOBELLA PHASE 2.4

STREET LIGHT PLAN

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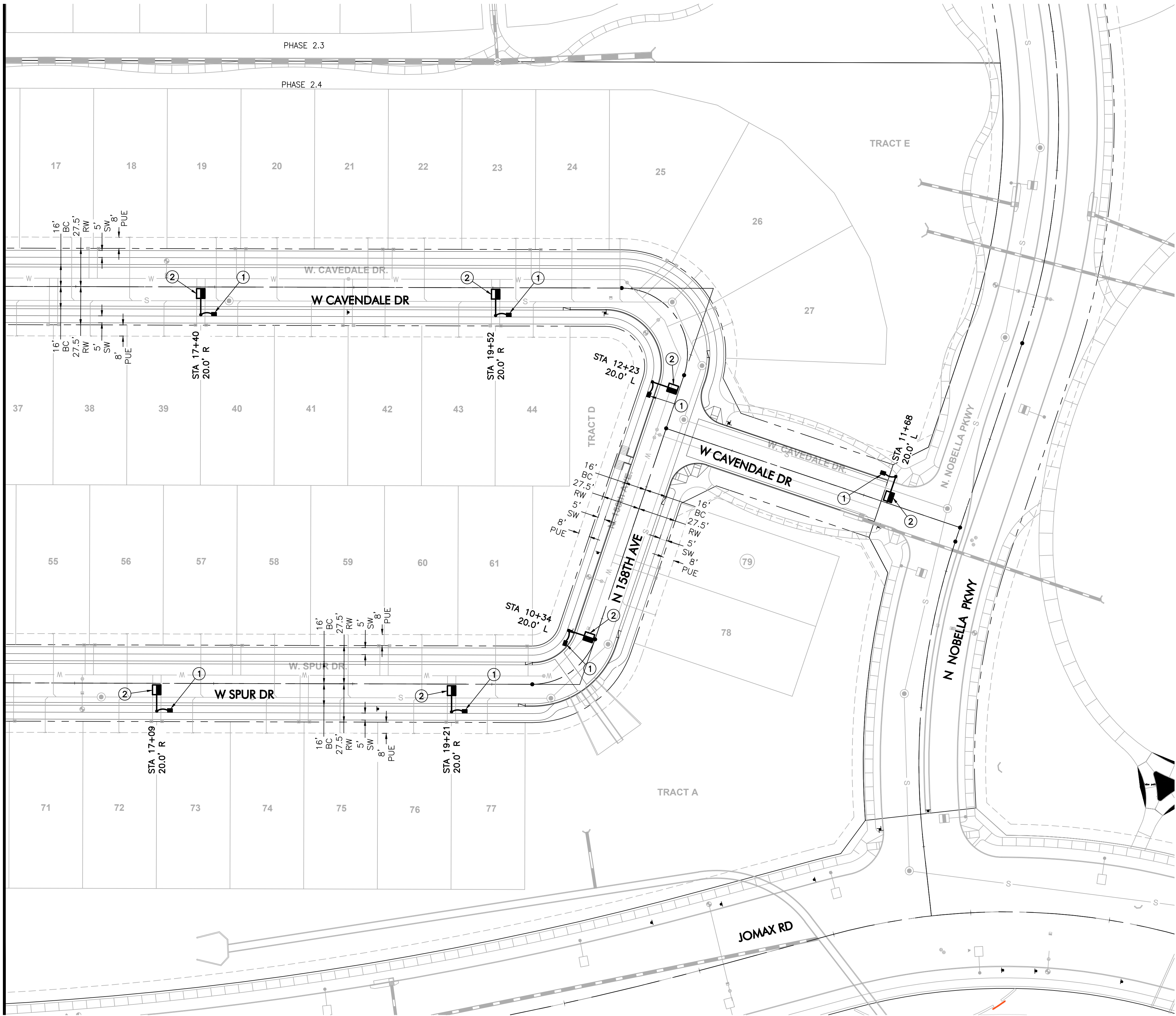
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SL2
OF 4

FS24-0203

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MATCHLINE 'A'
SEE SHEET SL2

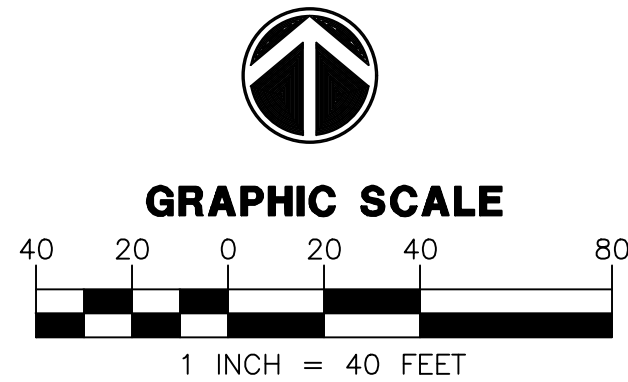


LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- STREETLIGHT PER ADJACENT PARCEL
- STREETLIGHT PER ADJACENT PARCEL
- STREETLIGHT PER ADJACENT PARCEL

CONSTRUCTION NOTES

- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- 37W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.



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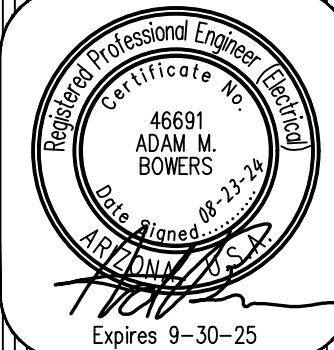
PROJECT: TITLE:

SURPRISE, ARIZONA

**NOBELLA
PHASE 2.4**

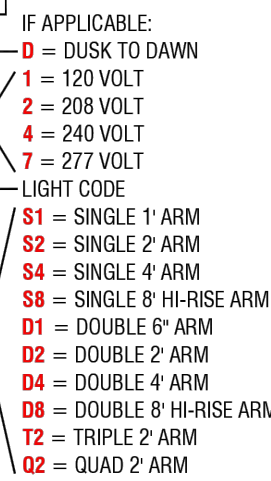
STREET LIGHT PLAN

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL3
OF 4

FS24-0203



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'-0"	25'-0"	25'-0"	25'-0"	25'-0"	33'-0"	
1940.34	34'-6"	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"	

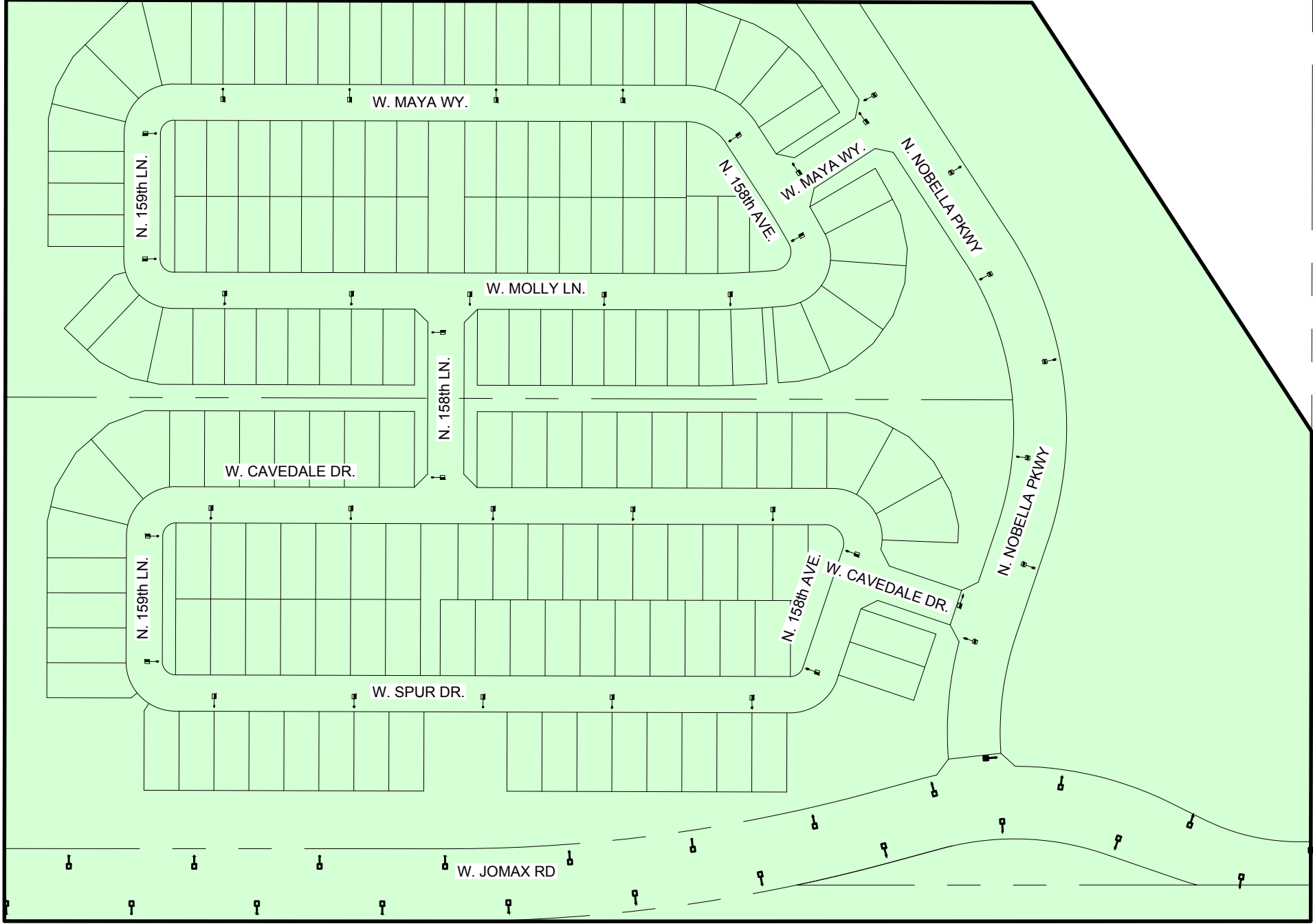
- NOTES:
1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED 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 27' VOLT STREET LIGHT CIRCUITS, INSTALL A "27V 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 POSITIONES THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAN THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOR POLE IS REQUIRED TO HAVE A TENON ARM 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.

	TABLE 1						
	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
STREET LIGHT DRIVEN 2449 THUR	APN009450	10			120/208/240/277	15,000	
	AM17	0009451	10	2100	HPS	120/208/240/277	30,000
	AM18	0009452	290			120/208/240/277	30,000
	AM19	0009453	290			120/208/240/277	30,000
MAINTAINED BY CWA	RM40	0123820	55	2700	IND	120/208/240/277	3,800
	RL1	0126661	10			120/208/240/277	4,800
	RL2	0141048	32			120/208/240/277	11,000
	RL3	0141049	32			120/208/240/277	11,000
NAME REQUIRED THE J-BOX TO	RM43	0123820	150	5000	IND	120/208/240/277	13,000
	RL4	0121153	200			120/208/240/277	15,250
	RM45	0123820	150			120/208/240/277	13,000
	RL40	0141047	32			120/208/240/277	3,800
0- DUCE POLICE	RL41	0141048	41			120/208/240/277	4,800
	RL42	0141048	32	3000	LED S	120/208/240/277	11,000
	RL43	0141050	108			120/208/240/277	11,000
	RL44	0141051	162			120/208/240/277	19,000
OFF CONTROL AND LED	RL45	0120251	162			120/208/240/277	19,000
	RL52	0126804	60			120/208/240/277	5,400
	RL53	0126805	95	4000	LED S	120/208/240/277	8,600
	RL54	0126806	113			120/208/240/277	12,900
STALL A 277 TAG PROVIDED	RL56	0126806	113			120/208/240/277	19,200
	AL56	0113122	65			120/208/240/277	4,800
	AL57	0126911	72			120/208/240/277	3,800
	AL58	0113123	119	4000	LED M	120/208/240/277	12,900
FOR THIS BROWN	AL61	0116555	1199*			120/208/240/277	12,900
	AL62	0116556	119*			120/208/240/277	12,900
	AL66	0107482	144			120/208/240/277	15,400
	AS20	33806772	55		120/240	8,000	
IONS THE	AS21	33806774	90		120/240	13,500	
	AS22	33806775	135	1700	LPS	120/240	22,500
	AS23	33806778	180		120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

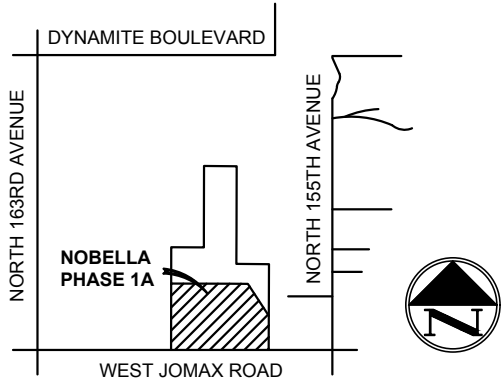
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LUMINAIRE TABLE						
DARK BRONZE ROADWAY SCALEABLE LED 3000K						
LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141048	31	120/208/240/277	3,800	ERLC005A530ADKBZGLRV1013 DIALED TO 7**
RL41		00141048	36	120/208/240/277	4,900	ERLC005A530ADKBZGLRV1013
RL42		00141050	69	120/208/240/277	7,600	ERL1011C530ADKBZGLRV1279 DIALED TO 7**
RL33		00141050	87	120/208/240/277	10,500	ERL1011C530ADKBZGLRV1279
RL44		00141051	160	120/208/240/277	20,100	ERL2021C530ADKBZGLR113

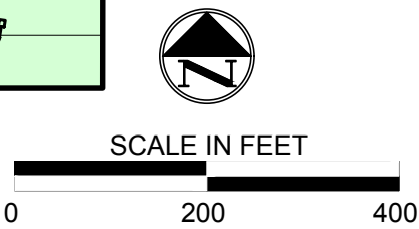


LEGEND

- STREET LIGHT POLE
 - 43 POLES (ESTIMATED)
 - ACTUAL POLE COUNT MAY VARY ± 10%
- ARTERIAL STREET LIGHT POLE
 - 23 POLES (ESTIMATED)
 - ACTUAL POLE COUNT MAY VARY ± 10%
- SLID BOUNDARY

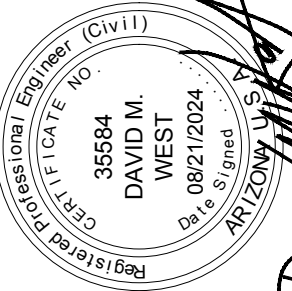


VICINITY MAP



STREET LIGHT EXHIBIT

NOBELLA PHASE 1A
W. JOMAX RD & N. NOBELLA PARKWAY
SURPRISE, ARIZONA





Terrascope
consulting

civil engineering • surveying • urban planning

645 East Missouri Ave, Suite 420
Phoenix, Arizona 85012
P: 602-297-8732



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department: Police
Staff Recommendations: None

Contact Person: Evan Becher, POLICE CHIEF
District: Citywide

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

Consideration and action pertaining to acceptance of a grant award from the Governor's Office of Highway Safety (GOHS) for DUI enforcement and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$35,000; Resolution #2025-101.

Motion:

I move to approve Resolution #2025-101.

Background:

The Surprise Police Department will receive \$35,000 in overtime funding from the Governor's Office of Highway Safety (GOHS) to cover overtime and materials and supplies expenses associated with police officer participation in DUI enforcement activities throughout the City of Surprise.

Objective Analysis:

Acceptance of this funding will provide reimbursement of overtime and materials and supplies expenses for Surprise police officer participation in DUI enforcement activities throughout the City of Surprise.

Policy Compliant:

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

Financial Impact:

Acceptance of this one-time funding will be used for overtime and materials and supplies expenses incurred while providing items for public awareness to enhance DUI enforcement activities and provide officer impaired driver training throughout the City of Surprise. There is no city-match requirement; however, all employee related expenses (ERE) associated with this overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:

The FY2026 adopted budget did not include appropriations for revenue and expenses related to the GOHS grant award to the Police Department. Acceptance of this grant will require a movement of budget authority in the amount of \$35,000 from General Contingency to Project G31082 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. 25.08.05 Res 2025-101_GOHS DUIAC E 210_FY26 Grant Agreement_FINAL
 2. Grant Agreement DUIAC-E-210 - Surprise PD
 3. Surprise PD DUIAC-E-210 Signature Letter
-

RESOLUTION # 2025-101

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE AGREEMENT WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$35,000 FROM GENERAL CONTINGENCY TO PROJECT G31082 IN THE GRANTS FUND FOR DUI ENFORCEMENT.

WHEREAS, the City of Surprise desires to enter into an agreement in order to facilitate the Governor's Office of Highway Safety providing funding for overtime and materials and supplies expenses in the amount of \$35,000 for Officer participation in DUI enforcement activities throughout the City of Surprise.

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

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025;

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, 2025, through June 30, 2026.

Section 2. The Agreement between the City of Surprise and the Governor's Office of Highway Safety, attached as *Exhibit B*, is approved.

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

[SIGNATURES ON FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-101
Exhibit A

1. Appropriation - This allocation below represents a movement of budget authority in the amount of \$35,000 from General Contingency to Project G31082 in the Grants Fund to cover the projected expenditures associated with overtime, material and supply expenses for DUI Enforcement throughout the City of Surprise. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31082 FY26 DUI Abatement Grant	E	-	35,000	35,000
Grants	Police	#G31082 FY26 DUI Abatement Grant	R	-	35,000	35,000
Contingency	General Operations	Contingency	E	78,797,000	(35,000)	78,762,000
Contingency	General Operations	Other	R	78,797,000	(35,000)	78,762,000
Expense Total				78,797,000	-	78,797,000
Revenue Total				78,797,000	-	78,797,000

RESOLUTION # 2025-101

Exhibit B

AGREEMENT BETWEEN

**THE CITY OF SURPRISE AND GOVERNOR'S OFFICE OF HIGHWAY SAFETY
(GOHS)**

(BEGINS ON THE NEXT PAGE)

DUIAC ENFORCEMENT PROGRAM GRANT AGREEMENT

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY

Surprise Police Department

ADDRESS

14250 W Statler Plaza, Ste 103, Surprise, AZ, 85374

GOVERNMENTAL UNIT

City of Surprise

ADDRESS

N Civic Center Dr, Surprise, AZ, 85374

AGREEMENT NUMBER

DUIAC-E-210

PROGRAM AREA

Enforcement

AGENCY CONTACT

Severin Hall

PROJECT TITLE

DUI Enforcement and Training
Overtime, M&S (PBTs)

BRIEFLY STATE PURPOSE OF PROJECT:

State DUI Abatement Funds will support Personnel Services (Overtime) and Materials and Supplies: PBTs to enhance DUI Enforcement and Training Overtime Activities throughout the City of Surprise.

BUDGET

COST CATEGORY

**Project Period
SFY 2026**

I.	Personnel Services	\$31,795.00
II.	Employee Related Expenses (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Materials and Supplies	\$3,205.00
V.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$35,000.00

PROJECT PERIOD

FROM: Effective Date
(Date of Authorization to Proceed Signature)

TO: 06-30-2026

CURRENT GRANT PERIOD

FROM: 07-01-2025

TO: 06-30-2026

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: \$35,000.00

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

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

The City of Surprise is located in the northwest Phoenix Metropolitan area. Surprise is a growing community where families choose to live, send their children to school, do their shopping, and seek entertainment. The city's population has skyrocketed above 163,000. Surprise is home to five high schools which consistently add young and inexperienced drivers to the roadways. Surprise is also home to the fourth largest 65+ population in the nation (per capita), which creates a challenging dynamic when attempting to address specific causes of collisions.

In total, the Surprise Police Department is responsible for patrolling approximately 1,597 miles of roadway. The department recently assumed responsibility of the US 60 from Greenway Rd to Patton Rd, relieving the Arizona Department of Public Safety of the need to patrol and respond to crashes on the stretch of highway. This has added to the city's instances of drug and alcohol-impaired drivers as the department responds to crashes in these locations. The Surprise Police Department has already seen an uptick in DUI numbers as a result of assuming the 12 miles of additional roadway.

Organization size/number of sworn officers: 187

Total population in city/town/county served: 163,000

Total road mileage: Highway: 39, Local: 1,558, Total: 1,597

Agency Problem/Attempts to Solve Problem:

The population and infrastructure growth of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. With the increase in population, Surprise has seen a growth in the alcohol-serving establishment industry, to include: bars, restaurants, movie theaters, spring training & minor league baseball facilities, bowling alleys/night clubs, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving.

Similarly to the growth of alcohol-serving establishments, the legalization of medical marijuana has brought several medical marijuana dispensaries into Surprise. The increased access to this impairing substance has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana.

Agency Funding:

State DUI Abatement Funds will support Personnel Services (Overtime) and Materials and Supplies: PBTs to enhance DUI Enforcement and Training Overtime Activities throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The Surprise Police Department plans to deploy officers during DUI Task Force Operations Valley-wide and is currently in the process of expanding its traffic unit so that it can deploy up to 10 sworn officers for these events. This would increase the current size of the department's traffic unit by 20%.

PROGRAM MEASURES:**Grant Agreement Objectives:**

1. The Surprise Police Department will host a minimum of 2 HGN/SFST courses within 12 months of the grant agreement start date.
2. The Surprise Police Department will host a minimum of 2 ARIDE courses within 12 months of the grant agreement start date.
3. The Surprise Police Department will participate in 1 additional DUI saturation patrol (in addition to the current GOHS obligation of 3) in each quarter of SFY2026.
4. The Surprise Police Department will deploy at least 5 DUI-trained officers during the additional DUI saturation patrol per quarter.
5. On a quarterly basis, the Surprise Police Department will release a DUI-related message to the motoring public aimed at reducing instances of impaired driving.

GOALS/OBJECTIVES:

State DUI Abatement Funds will support Personnel Services (Overtime) and Materials and Supplies: PBTs to enhance DUI Enforcement and Training Overtime Activities throughout the City of Surprise.

IMPAIRED DRIVER OR OPERATING ENFORCEMENT PROGRAMS

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

MEDIA RELEASE

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

METHOD OF PROCEDURE:

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

Personnel Services – To support Overtime for DUI Abatement Activities

Materials and Supplies – To purchase/procure the following Materials and Supplies for DUI Abatement Activities: PBTs

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the grant agreement until this requirement is met.

PURSUIT POLICY:

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

BREATH TESTING DEVICES**Requirements for Portable Breath Test Devices (PBTs)**

The Surprise Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Grant agreement.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

PROJECT EVALUATION:

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

Quarterly Report

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

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
2026-1 Quarterly Report (July 1 to September 30)	October 30, 2025
2026-2 Quarterly Report (October 1 to December 31)	January 31, 2026
2026-3 Quarterly Report (January 1 to March 31)	April 30, 2026
2026-4 Quarterly Report (April 1 to June 30)	July 31, 2026
Final Statement of Accomplishment	July 31, 2026

The Quarterly Report **shall be completed on the form available on-line and submitted by email** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter).

FINAL STATEMENT AND ACCOMPLISHMENTS:

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Evan Becher, Chief, Surprise Police Department, shall serve as Project Director.

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

Chris Lemke, Governor's Office of Highway Safety, shall serve as DUI Abatement Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

DUI Abatement Council grant project monitoring is used by the assigned DUI Abatement Coordinator to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to granted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

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

DUI ABATEMENT COUNCIL
GRANT AGREEMENT

Surprise Police Department

DUIAC-E-210

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount	Type of Monitoring
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$200,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by DUI Abatement Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by DUI Abatement Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by DUI Abatement Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

In addition, the designated Project Administrator will ensure that any equipment purchased will be available for inspection and is being used for the intended purpose as outlined in the grant agreement.

Documentation

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

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the grant agreement to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

DUI ABATEMENT COUNCIL**Surprise Police Department****GRANT AGREEMENT****DUIAC-E-210****ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$31,795.00
II.	Employee Related Expenses (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Materials and Supplies (PBTs)	\$3,205.00
V.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS***\$35,000.00**

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

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

Reporting Period: _____

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

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY."

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment."
- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

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

IV. Standard of Performance

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

V. Hold Harmless Agreement

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

VI. Non-Assignment and Sub-Contracts

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

VII. Work Products and Title to Commodities and Equipment

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

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

VIII. Copyrights and Patents

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

IX. Arizona Procurement Code (A.R.S., § 41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

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

X. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any grant agreement it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XI. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XII. Arbitration Clause, A.R.S. §12-1518

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

XIII. Inspection and Audit, A.R.S. §35-214

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

XIV. Appropriation of Funds by the Arizona Legislature

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

XV. Continuation of DUI Abatement Program

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

XVI. E-Verify

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

XVII. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XVIII. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are stated below.

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

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

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

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Evan Becher, Chief
Surprise Police Department

Signature of Authorized Official of Governmental Unit:

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

Date Telephone

REIMBURSEMENT INSTRUCTIONS

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by A.R.S. §28-1303, and the funds authorized for this Project have been provided for by A.R.S. §28-1304. The expenses are **reimbursable** under DUI Abatement Council's **Enforcement** program area, as approved for by the DUI Abatement Council.

- | | | | | |
|----|-----------|--------------------------------------|-----------|---------------------------|
| 2. | A. | EFFECTIVE DATE: | B. | STATE FUNDS: |
| | | <u>Authorization to Proceed Date</u> | | <u>\$35,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to the Governor for the administration of the Oversight Council on Driving or Operating Under the Influence Abatement

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

Chief Michael Pooley
Council Chairman

Katie Hobbs
Governor

J.M. "Jesse" Torrez
GOHS Director

Chief Evan Becher
Surprise Police Department
14250 W Statler Plaza, Ste 103
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: DUIAC-E-210
Total Estimated Cost: \$35,000
Purpose of Project: DUI/Impaired Driving
Enforcement and Training Overtime, and M&S
(PBTs)

Dear Chief Becher:

Enclosed is a copy of the referenced DUI Abatement Council Agreement for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire agreement;
2. Have your fiscal staff complete the Reimbursement Instructions (page 19);
3. As Project Director, sign and date the signature page;
4. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise, as the Authorized Official of Governmental Unit, on the signature page;
5. Return one signed copy of the Agreement to the DUI Abatement Council, % Governor's Office of Highway Safety, 1700 W. Washington St., Executive Tower, Suite 430, Phoenix, AZ 85007.

Please **do not** incur any costs at this time as it would nullify the Agreement. Once the signed copy is received, the authorizing agency (GOHS Director) on behalf of the Oversight Council on Driving or Operating Under the Influence Abatement will execute the Agreement, and a signed original executed Agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

6/11/25

Date



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 3

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

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 348764, requested by Ryan Winter Anderson, for Fry's Marketplace #661 for Series 9 Liquor License. Fry's Marketplace #661 is located at 16371 W Cactus Rd, Surprise, AZ 85338.

Motion:

I move to recommend approval of application No. 348764 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 9 Liquor License for Fry's Marketplace #661, located at 16371 W Cactus Rd, Surprise, AZ 85338. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

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

Objective Analysis:

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

Policy Compliant:

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

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

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. CD - Frys Marketplace #661 REPORT
 2. Finance - Fry's Marketplace - 16371 W Cactus Rd
 3. Fire - Frys 661 16371 W Cactus Rd liquor license
 4. Frys Marketplane # 661 Map
 5. PD - Fry's Food and Drug 16371 W. Cactus Rd
-



COMMUNITY DEVELOPMENT DEPARTMENT

Date: June 30, 2025
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
Daniel Johnson, Zoning Specialist
Re: Liquor License Application for:

Agent, Ryan Witner Anderson
Fry's Marketplace #661
16371 W Cactus Rd
SURPRISE, AZ. 85338

New Series 09 (New Application – Liquor Store)- Application # 348764

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

1. Quiktrip #1430 (Series 10) – 12294 N Prasada Pkwy - Pending

The immediate area is comprised of residential and commercial zoning. The property is zoned PAD Sycamore Farms which is consistent with the proposed use.

Commercial and residential growth will increase in this area.

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



MEMO

Date: 6/13/2025

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Courtnee Chavez, Bus Compliance Specialist

RE: Liquor License Application – Fry's Marketplace - 16371 W Cactus Rd

Business License Status:

- ☒ Application link emailed on 6/13/2025 .
- ☐ License # , current and valid for .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



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



June 16, 2025

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Fry's Marketplace #661
16371 W Cactus RD

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

If you have any questions feel free to contact me.

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

FRY'S MARKETPLACE #661

PAD
PRASADA

PAD
PRASADA

PAD
PRASADA

QUIKTRIP #1430

SITE

PAD
SYCAMORE
FARMS

PAD
SYCAMORE FARMS

PAD
GREER RANCH

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

REFERENCE:

New License
Series #09
New Application #348764

June 30, 2025

APPLICANT:

Fry's Food & Drug #678
16371 W Cactus Rd
Surprise, Arizona 85338

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Fry's Food & Drug has been a well-established grocery store chain in Arizona for many years. This new location within the City of Surprise should have a market consisting of residents from southwestern Surprise and surrounding communities.
- 2) ***Effect of vehicular traffic in close proximity.***
There are new widened roadways along Sarival Avenue and Cactus, for this rapidly growing commercial area, which should be sufficient to handle the expected increase in traffic flow.
- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at lest 20 days before the hearing.***
N/A. New construction.
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
This Fry's store should match all other Fry's stores across the valley, which retail project for this area. Most Fry's store's hours around the valley do not vary by much and are usually opened from 6 AM until 11 PM every night of the week, with some stores closing by 10 PM. In the general area, there is also a new Home Depot, which, closes by 10 PM and a soon to be EOS Fitness Center, which will be open 24 hours a day.
- 5) ***Appropriateness of series license requested.***
The series #9 license is appropriate for Fry's Food & Drug.

NOTE: The application lists the nearest school on page 48 as Cheyenne Elementary in Peoria, The correct school is Sonoran Heights Elementary, located at 11405 N Greer Ranch Pkwy, Surprise, and it is one mile from the store.

Submitted by Officer C. E. Tovar #2059



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 5

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

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 249290, requested by Camila Alarcon, for Head Right Brewing Company for Series 3 Liquor License. Head Right Brewing Company is located at 14312 W Waddell Rd, Surprise, AZ 85379.

Motion:

I move to recommend approval of application No. 249290 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 3 Liquor License for Head Right Brewing Company, located at 14312 W Waddell Rd, Surprise, AZ 85379. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

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

Objective Analysis:

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

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk’s Office and this public hearing comply with, and fulfill the City’s legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. Fire - 14312 W Waddell Rd Head Right Brewing Company Liquor License
 2. CD - Head Right Brewing Company Report
 3. Head Right Brewing Company Map
 4. PD - Head Right Microwbrewery Liq Report - July 2025
 5. Finance - Head Right Brewing Company- 14312 W Waddell Rd
-



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



June 26, 2025

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Head Right Brewing Company
14312 W Waddell Rd

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

If you have any questions feel free to contact me.

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



COMMUNITY DEVELOPMENT DEPARTMENT

Date: July 9, 2025
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
Dan Johnson, Zoning Specialist
Re: Liquor License Application for:

**AGENT, Camila Alarcon
Head Right Brewing Company
14312 W Waddell Road
Surprise, Arizona 85379**

NEW SERIES 03 (New Application – Microbrewery) – Application # 249290

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

1. Quench Taps and Tapas (Series 12) – 14010 N. Litchfield Rd.#212
2. Fry's Marketplace #674 (Series 9) – 13982 W. Waddell Rd.
3. Quiktrip #466 (Series 10) – 14057 W. Waddell Rd. (Expired)
4. Native Grill & Wings (Series 12) – 13929 W. Waddell Rd.

The immediate area is comprised of residential and industrial zoning. The property is zoned I-2 (General Industrial) which is consistent with the proposed use.

Industrial and residential growth is expected to remain static.

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

Head Right Brewing Company

PAD
ASHTON
RANCH

PAD
ROYAL RANCH

SITE

PAD
SIERRA VERDE

I-2

R-1,
RL-5

RR

QUENCH TAPS
AND TAPAS

PAD
MARLEY PARK

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

REFERENCE:

DATE: July 16, 2025

Application Number – 249290
New Series #3 – Microbrewery

APPLICANT:

Head Right Brewing Company
14312 W. Waddell Rd
Surprise, Arizona 85379

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***

Head Right Brewing Company is currently under construction and is looking to open on the parcel to the rear of Dale's Town and Country feed store, as a micro-brewery. The potential market should be adult patrons from Surprise and the northwest valley. There will be no food sold inside the tap room, and only beer brewed from the microbrewery will be allowed to be sold. The plan is also to have at least one food truck outside the tap room and patio for eating. There is also a plan for at least four televisions to be inside the tap room and occasionally there may be light music like an acoustic guitar player.

- 2) ***Effect of vehicular traffic in close proximity.***

The addition of the liquor license may have an increased effect on traffic for the area, but there is one ingress/egress location onto this property on the east side that is immediately adjacent to Dale's animal feed store on Waddell Road, and patrons should also be able to access the property from the west side of Dale's parking lot.

- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***

N/A. New construction. This location is being converted from an old floral warehouse that has been closed for years.

- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***

The hours of operation are going to be from 11 AM to 9 PM every day of the week. which are until 9 PM every day during the week and until 10 PM on Fridays and Saturdays. Dale's Feed Store is open 8 AM until 5 PM, except on Saturdays, when it closes at 3 PM, and closed on Sundays.

- 5) ***Appropriateness of series license requested.***

A series 3 license should be appropriate for Head Right, per state guidelines for microbreweries.

Submitted by Officer Chris Tovar #2059



MEMO

Date: 06/26/2025

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Bus Compliance Specialist - Lillian Nieto

RE: Liquor License Application – Head Right Brewing Company- 14312 W Waddell Rd

Business License Status:

- ☒ Application link emailed on 06/26/2025 .
- ☐ License # , current and valid for .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 1

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

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 350743, requested by Montez Darnell Jefferson, for Royal Distributing LLC for Series 4 Liquor License. Royal Distributing LLC is located at 18249 W Tasha Dr, Surprise, AZ 85388.

Motion:

I move to recommend approval of application No. 350743 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 4 Liquor License for Royal Distributing LLC, located at 18249 W Tasha Dr, Surprise, AZ 85388. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

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

Objective Analysis:

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

Policy Compliant:

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

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

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. Finance - Royal Distributing LLC- 18249 W Tasha Dr
 2. Fire - 18249 W Tasha Dr Royal Distributing LLC Liquor License
 3. PD - Royal Distributing LLC Liq Report - July 2025
 4. Royal Distribution LLC MAP 1
 5. CD - Royal Distribution LLC Liquor License Report (Updated 8/4/25)
-



MEMO

Date: 06/27/2025

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Bus Compliance Specialist -Lillian Nieto

RE: Liquor License Application – Royal Distributing LLC-18249 W Tasha Dr

Business License Status:

- ☒ Application link emailed on 06/27/2025.
- ☐ License # , current and valid for .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



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



June 30, 2025

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Jefferson residence
DBA Royal Distributing LLC
18249 W Tasha Dr
Surprise, AZ 85388

This particular address is a single-family residence with no apparent applications for tenant improvements. As a single-family residence (R3 Occupancy Use), the structure falls outside of the scope of the current fire code and has not been inspected. Therefore, fire has no comment on the application at this time.

If you have any questions feel free to contact me.

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

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

REFERENCE:

DATE: July 24, 2025

Application Number – 350743
New Series #04 – Wholesaler

APPLICANT:

Royal Distributing LLC
18249 W. Tasha Drive
Surprise, Arizona 85388

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***

Royal Distributing LLC is looking to be a wholesale liquor distributor and run his business out of his home's third car garage. The applicant advised he is looking to be a west valley distributor for a tequila company, where he will distribute to bars and liquor stores, along a company who makes specialty cocktail beverages in aluminum cans, called "Siptale".

2) ***Effect of vehicular traffic in close proximity.***

The applicant says there will be no large trucks for pick-up and delivery. He says he will purchase a cargo van and personally bring the beverages to his home and deliver them from his home.

3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***

The applicant has recently purchased the home in late 2024 and there has been no criminal activity reported since the purchase.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***

The applicant advises he will be doing this distribution business on weekends, since he works a full-time job during the week. He said he will be doing this distributing anytime between 6 AM and 9 PM on weekends only.

5) ***Appropriateness of series license requested.***

A series 4 license from a residence would depend on the standards and requirements as laid out in Surprise City Code Sec. 106.10.23.

Submitted by Officer Chris Tovar #2059

ROYAL DISTRIBUTING LLC

PAD
SURPRISE
FARMS

Mannys Place
Taproom &
Wine Bar

SITE

PAD
ZANJERO
TRAILS

PAD
VILLAGES AT
SURPRISE
SOUTH



COMMUNITY DEVELOPMENT DEPARTMENT

Date: July 24, 2025
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
Dan Johnson, Zoning Specialist
Re: Liquor License Application for:

**Agent, Montez Darnell Jefferson
Royal Distributing LLC
18249 W Tasha Dr.
Surprise, Arizona 85388**

Series 04 (New Application - Wholesaler)- Application # 350743

There is currently one existing liquor license in close proximity to the subject site:

1. Manny's Place Taproom & Wine Bar (Series 7) – 17865 W Bell Rd #125

The immediate area is comprised of residential zoning. The subject property is zoned Planned Area Development (PAD) and is within the Villages at Surprise South with an underlying zoning of Residential Low Density (R-1) which would not be consistent with the proposed use. This zoning classification is residential in nature and is not consistent with the proposed use of liquor wholesale. A wholesaler operating within a Residential Low Density (R-1) zoning district must comply with all applicable standards and requirements outlined in Section 106-10.23 – *Home Occupations* of the Surprise Municipal Code. The following use standards may apply to a wholesaler.

Sec. 106-10.23 (A) (3) The use shall occupy no more than fifty (50) percent of the gross floor area of the residence or four hundred (400) square feet of a garage or accessory structure.

Sec. 106-10.23 (A) (12) No pedestrian or vehicular traffic shall be generated by the home occupation in greater volumes than would normally be expected in a residential area.

Sec. 106-10.23 (A) (13) No home occupation will be permitted which requires receipt or delivery of merchandise, goods or equipment by a large semi-tractor/trailer truck nor substantial retailing or wholesaling of stocks, supplies, or products conducted on the premises.

Sec. 106-10.23 (A) (15) The home occupation shall not be conducted in such a manner or advertised in such a way as to attract consumer traffic or other nonresidential traffic. Advertisements that are displayed in any media, including telephone directories, may not give the street address of the home occupation location.

Sec. 106-10.23 (B) (1) Home office uses for service call establishments, mobile vending, professional occupations, and consulting services (accountant, architect, attorney, medical, dental, therapy, insurance or real estate) without client contact at the home.

Sec. 106-10.23-1c – Primary Land Use Matrix for All Zoning Districts – Warehouse/Distribution is permitted only in I-1 (Light Industrial) and I-2 (General Industrial) zoning districts.

Minimal Residential growth is expected.

The effects of granting this liquor license on surrounding residences could possibly generate increased traffic and parking. Staff believes that granting this liquor license will directly impact the surrounding residential areas in a negative way.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 2025 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: Citywide
Staff Recommendations:

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

Consideration and action pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code in conformance with recent legislative updates regarding adaptive reuse. Ordinance 2025-15. Case FS25-0477.

Motion:

I move to approve the subject Zoning Text Amendment to conform with Legislative Updates, Ordinance No. 2025-15, Case # FS25-0477.

Background:

In 2024, the Arizona State Legislature passed a series of bills aimed at reducing municipal review timeframes for development and reducing housing costs by modifying various zoning and development requirements for municipalities. Impacted municipalities were required to take action and modify conflicting codes to conform with many of these bills on or before January 01, 2025. HB2297 was one such bill which required a municipality to modify or adopt standards related to the adaptive reuse of obsolete commercial buildings as multifamily and outlines subsequent standards and limitations. The Surprise City Council adopted Ordinance 24-45 on December 17, 2024, in conformance with the required legislative changes.

This year, in the 57th Legislative Session, the Arizona State Legislature passed HB2110 which further amended the adaptive reuse sections of State statute.

Objective Analysis:

The proposed Zoning Text Amendment will ensure that Surprise City Code and State statute are aligned to allow for the adaptive reuse of applicable parcels, pursuant to HB2110.

Policy Compliant:

The proposed text amendment is policy-compliant and advances the goals and objectives of the General Plan 2040.

Financial Impact:

The financial impact associated with the adoption of this ordinance will be the cost to convert the

ordinance to MuniCode online for inclusion with the other Surprise Municipal Codes. The actual cost for conversion will be determined once the final document length is known.

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 - FS25-0477 - ZTA for Adaptive Reuse Amendments - Staff Report
 2. 01- ZTA Leg Edit
 3. 02- FS25-0477 Citizen Participation Report_Redacted
 4. 03- FS25-0477 Ordinance 2025-15
 5. 04- FS25-0477 Zoning Text Amendment - P&Z Recommendation
 6. FS25-0477 Presentation
-

ZONING TEXT AMENDMENT

REPORT TO THE CITY COUNCIL

Case: FS25-0477

Project Name: Zoning Text Amendment for Adaptive Reuse Amendments

Council District: Citywide

Meeting Date: August 05, 2025

Planner: Tiffany Copp, Assistant Director

Applicant: City of Surprise

Request: Consideration and action pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code in conformance with recent legislative updates. Ordinance # 2025-15. Case # FS25-0477.

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2040.

Support/Opposition: None received.

Commission Recommendation: The Planning & Zoning Commission recommended approval of Zoning Text Amendment to conform with Legislative Updates, Case #FS25-0477 to City Council at the regularly scheduled Planning & Zoning Commission meeting on Thursday, July 17, 2025.

PROJECT DESCRIPTION:

Staff initiated Zoning Text Amendment (ZTA) Case # FS25-0477 to ensure the City's codes were updated to conform with an amendment to the adaptive reuse bill (HB2110) passed in the last legislative session.

BACKGROUND:

In 2024, the Arizona State Legislature passed a series of bills aimed at reducing municipal review timeframes for development and reducing housing costs by modifying various zoning and development requirements for municipalities. Impacted municipalities were required to take action and modify conflicting codes to conform with many of these bills on or before January 01, 2025. HB2297 was one such bill which required a municipality to modify or adopt standards related to the adaptive reuse of obsolete commercial buildings as multifamily and outlines subsequent standards and limitations. The Surprise

City Council adopted Ordinance 24-45 on December 17, 2024 in conformance with the required legislative changes.

This year, in the 57th Legislative Session, the Arizona State Legislature passed HB2110 which further amended the adaptive reuse sections of state statute. HB2110 was signed into law by Arizona's Governor on April 7th with an emergency effective date of July 6, 2025; or ninety (90) days from the date of the bill's approval.

ANALYSIS AND DISCUSSION:

The proposed Zoning Text Amendment includes several additions, deletions and modifications to Chapter 111, Article I, Sections 111-2.1 through 111-2.3 of the Surprise Municipal Code, to bring the City's codes into conformance with the recently adopted changes. Detailed changes are outlined in the attached legislative edit.

CONFORMANCE WITH ADOPTED PLANS:

The proposed Zoning Text Amendment is consistent with and will help implement the Surprise General Plan 2040.

CITIZEN PARTICIPATION:

An in-person outreach meeting was held on July 02, 2025 at 6:00 PM at the Surprise Regional Library. There was one member of the public in attendance. City staff has not received any opposition.

SUMMARY:

This Zoning Text Amendment will bring the Surprise Municipal Code into conformance with the recently passed legislative bill regarding adaptive reuse.

RECOMMENDATION:

The Planning & Zoning Commission recommended approval of Zoning Text Amendment to conform with Legislative Updates, Case #FS25-0477 to City Council at the regularly scheduled Planning & Zoning Commission meeting on Thursday, July 17, 2025.

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 ZTA Legislative Edit
02 Citizen Participation Report
03 Ordinance 2025-15
PowerPoint Presentation

FS25-0477 – Adaptive Reuse Amendments ZTA

Legislative Edits

(~~Red strikethrough~~ indicates deletions; edits or additions are highlighted)

HB2297 – Commercial Adaptive Reuse

Chapter 111 INFILL INCENTIVE DISTRICTS

ARTICLE II. OPTIONAL REDEVELOPMENT OF QUALIFIED OBSOLETE

COMMERCIAL BUILDINGS

Sec 111-2.1 Purpose. This Article describes application requirements, review procedures, and approval criteria utilized by City staff when reviewing an application for multifamily residential development or adaptive reuse of qualified obsolete commercial ~~buildings~~ **parcels** pursuant to A.R.S. § 9-462.10. The regulations in this Article are in addition to other codes and requirements of the City.

Sec 111-2.2 Obsolete Commercial Building Redevelopment.

A. Application. An owner seeking multifamily residential development or adaptive reuse of qualified obsolete commercial ~~buildings~~ **parcel** shall submit an application that includes all of the following:

1. A site plan in conformance with section 102-4.2.
2. Evidence of site plan review and approval by any utility provider impacted by the proposed development.
3. Evidence of adequate existing public sewer and water service for the entire proposed development.
4. Compliance with all applicable building **codes** and fire codes.
5. Evidence satisfactory to the City Attorney that the existing ~~building~~ **parcel** that is the subject of the application is economically or functionally obsolete.
6. Evidence that the existing building that is the subject of the application is located on a parcel or parcels of at least one acre but not more than twenty acres.
7. Documentation satisfactory to the City Community Development Department and the City Attorney that the redevelopment will include a set aside of at least ten (10) percent of the total dwelling units for either moderate-income housing or low-income housing or any combination of the two (2) for at least twenty (20) years after the initial occupation of the proposed development.

B. Development standards and requirements. Multifamily residential development or adaptive reuse of a qualified obsolete commercial building shall comply with the following standards and requirements:

FS25-0477 – Adaptive Reuse Amendments ZTA

Legislative Edits

(~~Red strikethrough~~ indicates deletions; edits or additions are highlighted)

1. Parking.

a. General. The development shall comply with parking space requirements applicable to multifamily residential buildings or adaptive reuse buildings under Chapter 107 Article IV, Parking and Loading Regulations.

C. Mixed-use development. If the development is a mixed-use development, parking consisting of the sum of the required parking for each individual proposed use shall be provided, determined in accordance with Chapter 107 Article IV, Parking and Loading Regulations.

1. Demolition permit. A permit shall be obtained for the demolition of any existing building or portion of a building.

2. Setbacks. Setback requirements for the redevelopment shall be the lesser of the existing setbacks for multifamily residential buildings Chapter 106 Article II, Residential zoning Districts or the setback requirement that applied to the existing commercial, office, or mixed-use building.

a. Setback exemption. If the minimum setback requirement that applies to the existing commercial, office, or mixed-use building is less than the minimum setback requirement that applies to the multifamily use, the existing setback shall remain and the building shall be considered nonconforming for setback purposes unless easements, including public utility easements, are located within setback areas.

3. Height and density. Multifamily residential height and density shall not exceed:

a. Two stories in the areas of a site within one hundred feet of single-family residential zones.

b. In all other areas, the ~~lesser~~ greater of:

i. Five stories; or

ii. The highest allowable multifamily height and density for a multifamily zoning district in the City of Surprise located within one mile of the building to be redeveloped; or

iii. If there is no multifamily zoning district in the City of Surprise within one mile of the building to be redeveloped, the height and density of the multifamily zoning district located in the City of Surprise located closest to the building to be redeveloped.

4. Height exemption. If the maximum allowable height applicable to the existing commercial, office, or mixed-use building exceeds the maximum allowable height for the proposed multifamily use, the existing height ~~may~~ shall remain and the building shall be considered nonconforming for height purposes and the existing building may be expanded to the maximum allowable density for the ~~proposed~~ multifamily use. Any rooftop appurtenances shall be included within the height exemption.

FS25-0477 – Adaptive Reuse Amendments ZTA

Legislative Edits

(~~Red strikethrough~~ indicates deletions; edits or additions are highlighted)

5. Multifamily residential development that is constructed pursuant to this section does not qualify as being within one mile of the parcel being redeveloped or the net closest multifamily parcel.

Sec 111-2.3 Multifamily Residential Development or Adaptive Reuse Cap, Tracking, and Area Exclusion.

- A. ~~Cap~~**Minimum**. ~~Not more than~~ **At least** ten (10) percent of the total actual or estimated number of existing commercial, office, or mixed-use ~~buildings~~ **parcels may be redeveloped for multifamily residential development or adaptive reuse under this Article** without requiring a conditional use permit, a planned unit development, or rezoning application, or any other application that would require a public hearing, ~~may be redeveloped for multifamily residential development or adaptive reuse under this Article.~~
- B. **Tracking.** The City Community Development Department shall keep track of the number of buildings redeveloped under this Article, and shall stop accepting applications when the total number of the following equals the ~~cap~~ **minimum** established in paragraph A above:
1. The number of buildings redeveloped for multifamily residential development or adaptive reuse under this Article; plus
 - i. The number of buildings with approved building permits for redevelopment under this Article but not yet completed; plus
 - ii. The number of buildings with pending applications for redevelopment under this Article but not yet permitted.
- C. **Area exclusion.** The following commercial or employment hubs and essential commercial or employment use areas are not eligible for multifamily residential development or adaptive reuse under this Article:
1. Those commercial and employment hubs and essential commercial or employment use areas that currently fall within the vicinity of a military airport or ancillary military facility as defined in A.R.S. § 28-8461.

Citizen Participation Report

Zoning Text Amendment Adaptive Reuse Amendments

FS25-0477 – July 02, 2025

PROJECT DESCRIPTION

The city has initiated this Zoning Text Amendment (ZTA) to the Surprise Municipal Codes and Land Development Ordinances (LDO) in response to HB2110 passed on April 7, 2025, amending the adaptive reuse requirements set forth in state statute. As part of these changes, this amendment is proposing the following:

- Corrections to scrivener's errors, incorrect references, and other minor cleanup items that will improve overall clarity and consistency.
- Adding language regarding the adaptive reuse of commercially zoned buildings and removing conflicting language.

ADVERTISING

The meeting was advertised in the Daily Independent on Friday, June 06, 2025 and the Surprise Independent on Wednesday, June 11, 2025, and published on the City website.

MEETING DESCRIPTION & ATTENDANCE

The meeting was held at the Surprise Regional Library on July 02, 2025 at 6 p.m. and there was one (1) member of the public in attendance.

FEEDBACK

No feedback or concerns were expressed. General questions were asked by the attendee and answered by City staff.



Neighborhood Meeting – Sign In Sheet

	Name	Address	Email
1	Susan Draper	[REDACTED]	[REDACTED]
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State of Arizona:
County of Maricopa:
Affidavit of Publication

I, Charlene Bisson, Arizona President/CEO of Independent Newsmedia Inc. USA, am authorized to make this affidavit of publication. Under oath, I state that the following is true and correct.

The **Phoenix Independent** (formerly the Daily Independent) is a newspaper which is published Tuesdays and Fridays, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201 A & B. I solemnly swear that the notice was published in the regular and entire section of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issue(s)

Phoenix Independent: 6/6/2025
Surprise Independent: 6/11/2025

Charlene Bisson

CHARLENE BISSON
President/CEO

Sworn to and subscribed before me this
6/13/2025

TERRI RODGERS



TERRI RODGERS
Notary Public

Name	CITY OF SURPRISE - Community Development
Order Number	24222
Ordered By	Tiffany Copp
Order Date	6/2/2025
Description	FS25-0477
Number Issues	2
Pub Count	2
Order Cost	\$190.58
First Issue	6/6/2025
Last Issue	6/11/2025
Publications	Phoenix Independent, Surprise Independent

ZONING TEXT AMENDMENT
NEIGHBORHOOD MEETING

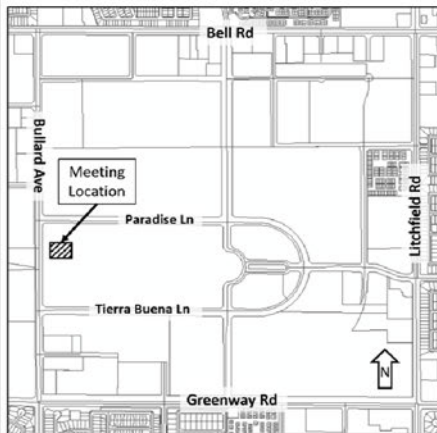
Please be advised that the City of Surprise will host a Neighborhood Meeting to discuss the Zoning Text Amendment (ZTA) to the Surprise Municipal Code and Land Development Ordinances (LDO) referenced below. Any member of the public may participate in the conversation as it pertains to this project by attending in person. According to Surprise Municipal Code, we are required to host a Neighborhood Meeting to present the proposal to the public while soliciting feedback and providing answers to questions.

Applicant: City of Surprise
City of Surprise: Tiffany Copp; 623-222-3020;
tiffany.copp@surpriseaz.gov

NEIGHBORHOOD MEETING DETAILS

DATE: Wednesday, July 02, 2025
TIME: 6:00 PM
PHYSICAL LOCATION: City of Surprise Regional Library
16089 N. Bullard Avenue
Surprise, AZ 85374

MEETING LOCATION



PROJECT DESCRIPTION:

A Zoning Text Amendment (ZTA) to the Surprise Municipal Code and the Land Development Ordinances (LDO) to amend adaptive reuse requirements to align with recent legislative changes and remove conflicts with other sections of these codes; Case # FS25-0477.

Publish: Phoenix Independent, June 6,
Surprise Independent, May 11, 2025/24222_1

ORDINANCE # 2025-15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE CODE OF SURPRISE, ARIZONA, BY AMENDING CHAPTER 111, ARTICLE II, SECTIONS 111-2.1 THROUGH 111-2.3 RELATING TO MULTIFAMILY RESIDENTIAL DEVELOPMENT AND ADAPTIVE REUSE; INCORPORATING THE RECITALS BY REFERENCE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Arizona Laws 2025 Chapter 9 (H.B. 2110) requires the governing body of a municipality with a population of 150,000 or more to establish objective standards to allow multifamily residential development or adaptive reuse of existing commercial, office, or mixed-use parcels within the municipality without requiring a conditional use permit, a planned unit development or rezoning application, or any other application that would require a public hearing;

WHEREAS, H.B. 2110 includes and authorizes various exceptions and limitations that the City is implementing with this Ordinance; and

WHEREAS, this Ordinance was properly noticed for public hearing, and the necessary hearings and opportunity for public input were completed.

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

Section 1. Chapter 111, Article II, Sections 111-2.1 through 111-2.3 of the Surprise Municipal Code are hereby amended and added as described on the attached Exhibit A and incorporated herein by this reference.

Section 2. The recitals above are fully incorporated in this Ordinance by reference.

Section 3. This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

Section 4. All ordinances, resolutions, or codes in conflict with the provisions of this Ordinance or Code adopted herein by reference are repealed.

Section 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any of these amendments to the Code adopted herein 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 6. This Ordinance will 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, City Attorney

I, KRISTI PASSARELLI, CITY CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF ORDINANCE # 2025-15 ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE ON THE _____ DAY OF _____, 2025, WAS POSTED IN THREE PLACES ON THE _____ DAY OF _____, 2025.

Kristi Passarelli, City Clerk

EXHIBIT A

FS25-0477 – Adaptive Reuse Amendments ZTA

Legislative Edits

(~~Red strikethrough~~ indicates deletions; edits or additions are highlighted)

HB2297 – Commercial Adaptive Reuse

Chapter 111 INFILL INCENTIVE DISTRICTS

ARTICLE II. OPTIONAL REDEVELOPMENT OF QUALIFIED OBSOLETE

COMMERCIAL BUILDINGS

Sec 111-2.1 Purpose. This Article describes application requirements, review procedures, and approval criteria utilized by City staff when reviewing an application for multifamily residential development or adaptive reuse of qualified obsolete commercial ~~buildings~~ **parcels** pursuant to A.R.S. § 9-462.10. The regulations in this Article are in addition to other codes and requirements of the City.

Sec 111-2.2 Obsolete Commercial Building Redevelopment.

A. Application. An owner seeking multifamily residential development or adaptive reuse of qualified obsolete commercial ~~buildings~~ **parcel** shall submit an application that includes all of the following:

1. A site plan in conformance with section 102-4.2.
2. Evidence of site plan review and approval by any utility provider impacted by the proposed development.
3. Evidence of adequate existing public sewer and water service for the entire proposed development.
4. Compliance with all applicable building **codes** and fire codes.
5. Evidence satisfactory to the City Attorney that the existing ~~building~~ **parcel** that is the subject of the application is economically or functionally obsolete.
6. Evidence that the existing building that is the subject of the application is located on a parcel or parcels of at least one acre but not more than twenty acres.
7. Documentation satisfactory to the City Community Development Department and the City Attorney that the redevelopment will include a set aside of at least ten (10) percent of the total dwelling units for either moderate-income housing or low-income housing or any combination of the two (2) for at least twenty (20) years after the initial occupation of the proposed development.

B. Development standards and requirements. Multifamily residential development or adaptive reuse of a qualified obsolete commercial building shall comply with the following standards and requirements:

FS25-0477 – Adaptive Reuse Amendments ZTA

Legislative Edits

(~~Red strikethrough~~ indicates deletions; edits or additions are highlighted)

1. Parking.

a. General. The development shall comply with parking space requirements applicable to multifamily residential buildings or adaptive reuse buildings under Chapter 107 Article IV, Parking and Loading Regulations.

C. Mixed-use development. If the development is a mixed-use development, parking consisting of the sum of the required parking for each individual proposed use shall be provided, determined in accordance with Chapter 107 Article IV, Parking and Loading Regulations.

1. Demolition permit. A permit shall be obtained for the demolition of any existing building or portion of a building.

2. Setbacks. Setback requirements for the redevelopment shall be the lesser of the existing setbacks for multifamily residential buildings Chapter 106 Article II, Residential zoning Districts or the setback requirement that applied to the existing commercial, office, or mixed-use building.

a. Setback exemption. If the minimum setback requirement that applies to the existing commercial, office or mixed-use building is less than the minimum setback requirement that applies to the multifamily use, the existing setback shall remain and the building shall be considered nonconforming for setback purposes unless easements, including public utility easements, are located within setback areas.

3. Height and density. Multifamily residential height and density shall not exceed:

a. Two stories in the areas of a site within one hundred feet of single-family residential zones.

b. In all other areas, the ~~lesser~~ greater of:

i. Five stories; or

ii. The highest allowable multifamily height and density for a multifamily zoning district in the City of Surprise located within one mile of the building to be redeveloped; or

iii. If there is no multifamily zoning district in the City of Surprise within one mile of the building to be redeveloped, the height and density of the multifamily zoning district located in the City of Surprise located closest to the building to be redeveloped.

4. Height exemption. If the maximum allowable height applicable to the existing commercial, office, or mixed-use building exceeds the maximum allowable height for the proposed multifamily use, the existing height ~~may~~ shall remain and the building shall be considered nonconforming for height purposes and the existing building may be expanded to the maximum allowable density for the ~~proposed~~ multifamily use. Any rooftop appurtenances shall be included within the height exemption.

FS25-0477 – Adaptive Reuse Amendments ZTA

Legislative Edits

(~~Red strikethrough~~ indicates deletions; edits or additions are highlighted)

5. Multifamily residential development that is constructed pursuant to this section does not qualify as being within one mile of the parcel being redeveloped or the net closest multifamily parcel.

Sec 111-2.3 Multifamily Residential Development or Adaptive Reuse Cap, Tracking, and Area Exclusion.

- A. ~~Cap~~ **Minimum**. ~~Not more than~~ **At least** ten (10) percent of the total actual or estimated number of existing commercial, office, or mixed-use ~~buildings~~ **parcels may be redeveloped for multifamily** without requiring a conditional use permit, a planned unit development, or rezoning application, or any other application that would require a public hearing, may be redeveloped for multifamily residential development or adaptive reuse under this Article.
- B. **Tracking**. The City Community Development Department shall keep track of the number of buildings redeveloped under this Article, and shall stop accepting applications when the total number of the following equals the ~~cap~~ **minimum** established in paragraph A above:
 - 1. The number of buildings redeveloped for multifamily residential development or adaptive reuse under this Article; plus
 - i. The number of buildings with approved building permits for redevelopment under this Article but not yet completed; plus
 - ii. The number of buildings with pending applications for redevelopment under this Article but not yet permitted.
- C. **Area exclusion**. The following commercial or employment hubs and essential commercial or employment use areas are not eligible for multifamily residential development or adaptive reuse under this Article:
 - 1. Those commercial and employment hubs and essential commercial or employment use areas that currently fall within the vicinity of a military airport or ancillary military facility as defined in A.R.S. § 28-8461.



COMMUNITY DEVELOPMENT
Planning Division
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623-222-3154

Planning and Zoning Commission Recommendation
FS25-0477 ZONING TEXT AMENDMENT ADAPTIVE REUSE AMENDMENTS

On July 17, 2025, the Planning and Zoning Commission recommended that City Council approve the Zoning Text Amendment case known as “Zoning Text Amendment Adaptive Reuse Amendments,” Case# FS25-0477. The Commission had no questions or concerns. The motions were as follows:

Commissioner Holland moved to a recommend approval of Zoning Text Amendment to conform with Legislative Updates, Case #FS25-0477. Commissioner Perry seconded the motion. Motion passed with 7 votes in favor.

ZONING TEXT AMENDMENT – ADAPTIVE REUSE FS25-0477

**City Council Meeting
August 05, 2025**



SURPRISE

ARIZONA

Background

- 2024 – 56th State Legislature passed HB2297 – Adaptive Reuse
- December 17, 2024 – Ordinance 24-45 passed by City of Surprise adopting conforming code provisions
- April 7, 2025 - Governor signed HB2110 amending the original Adaptive Reuse bill
 - Emergency effective date of July 6, 2025
 - Retroactive to December 31, 2024
- Staff proposes adopting updates in conformance with the recent legislative changes



SURPRISE

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Timeline

7/2/2025

- Neighborhood Meeting

7/17/2025

- P&Z Commission

8/5/2025

- City Council Meeting



SURPRISE
ARIZONA

Summary of Changes

HB2110 impacts Surprise Municipal Code Chapter 111, Infill Incentive Districts, Article II, Optional Redevelopment of Qualified Obsolete Commercial Buildings:

- Sections 111-2.1, 111-2.2 & 111-2.3



SURPRISE

ARIZONA

Summary of Changes

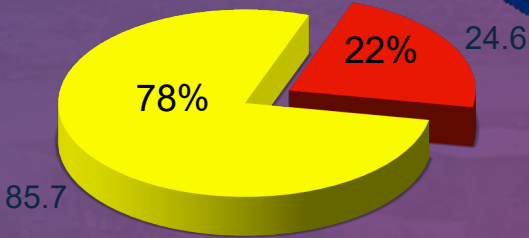
NOTE: Adaptive Reuse continues to not apply to “land in the territory in the vicinity of a military airport or ancillary military facility”, meaning just 22% of the City of Surprise is presently impacted.



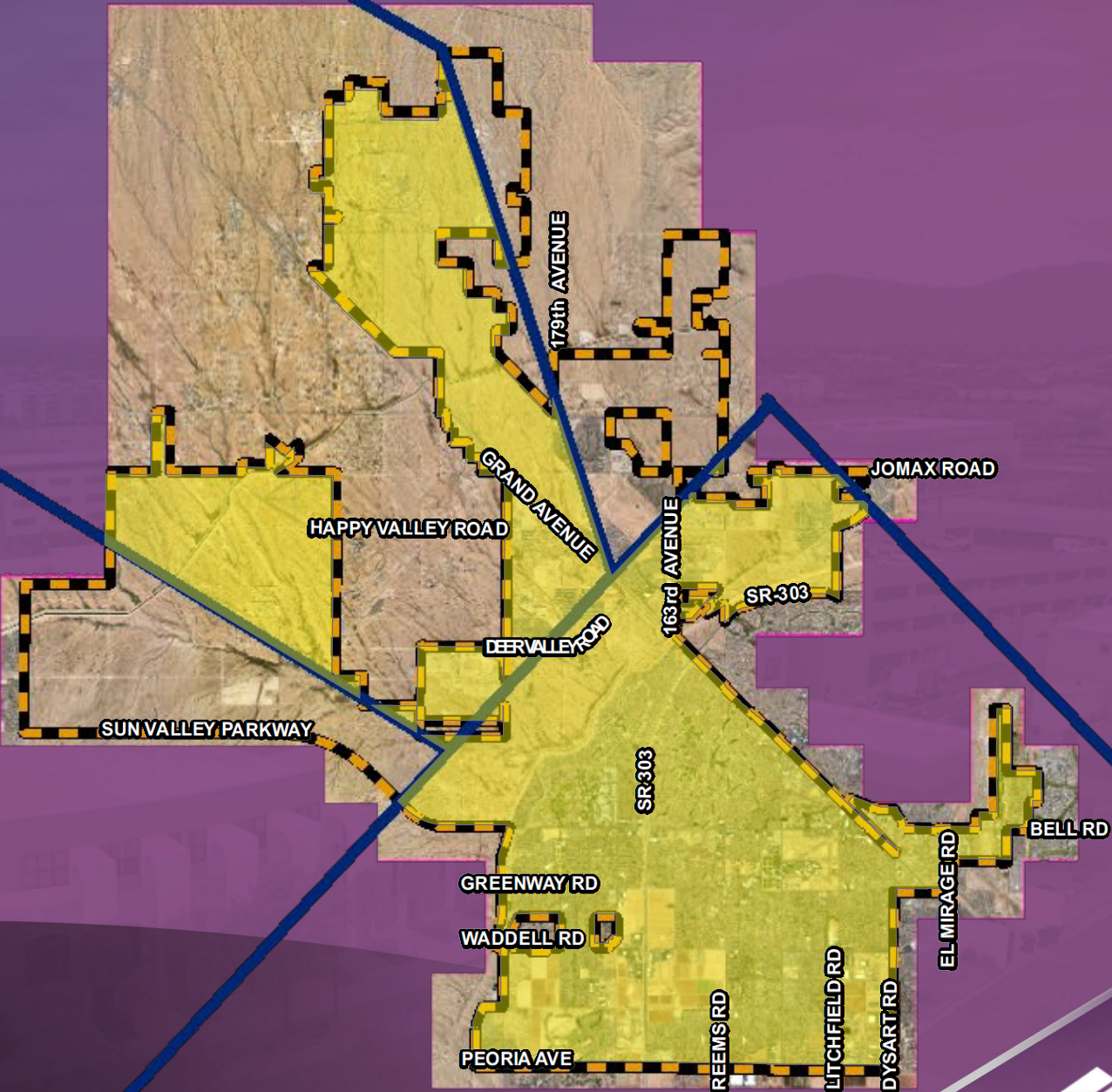
SURPRISE

ARIZONA

Square Miles



Affected (no color) Not Affected



SURPRISE
ARIZONA

Summary of Changes, cont.

Changes in HB2110 require/include:

- Within 90 days after the effective date of the bill, cities shall adopt an ordinance allowing multifamily residential development “on at least” (formerly “on not more than”) 10% of existing commercial office or mixed use parcels
 - Cities will analyze and update this every ten years



SURPRISE

ARIZONA

Summary of Changes, cont.

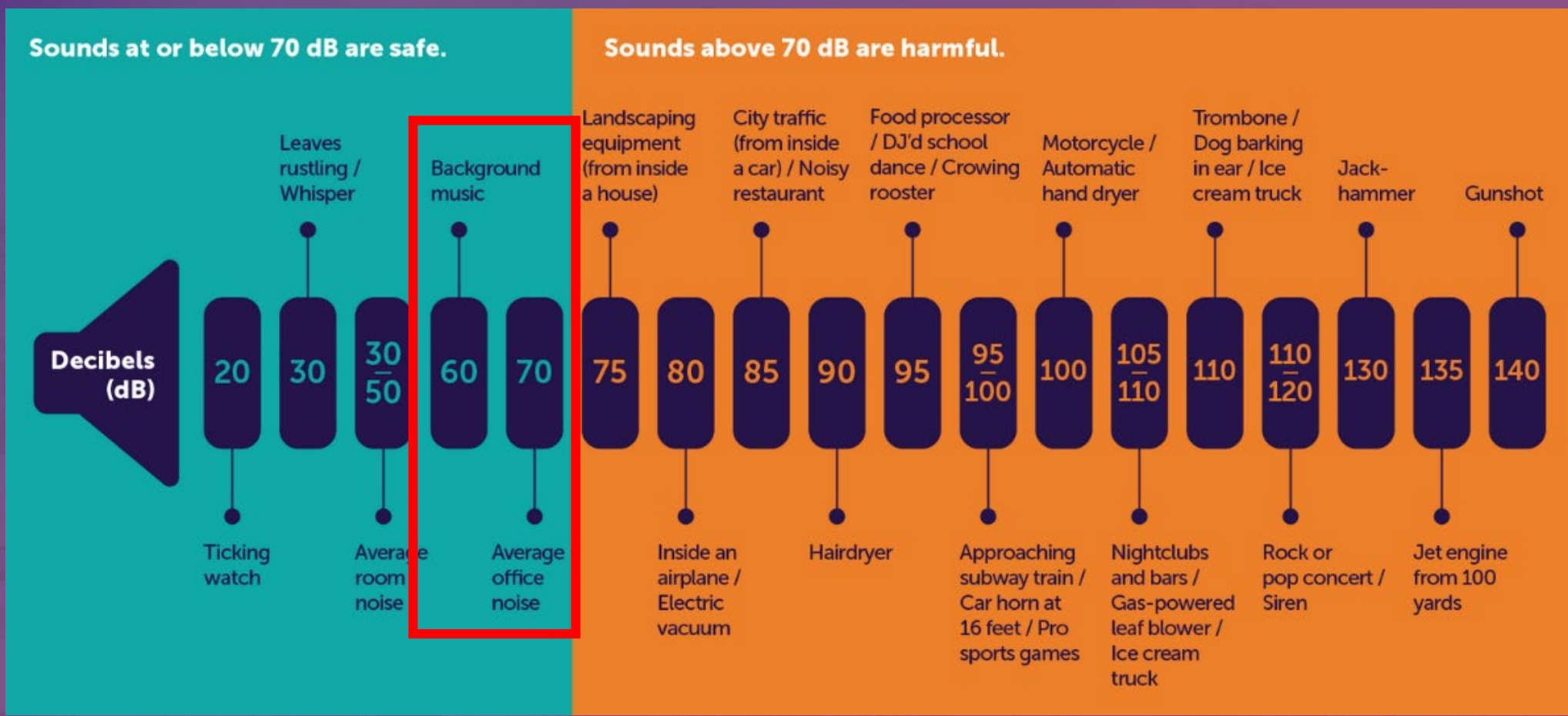
A City shall not:

- Designate individual parcels eligible for redevelopment or adaptive reuse
- Exclude commercial, office or mixed-use parcels from redevelopment or adaptive reuse other than as allowed by this statute
- Exclude commercial, office or mixed-use parcels from redevelopment or adaptive reuse if the average sound level at the parcel is below 65 decibels



SURPRISE

ARIZONA



Summary of Changes, cont.

- Striking the word “building” and replacing it with “parcel” throughout
- Adding the word “multifamily” throughout for clarification
- Clarifying the reference to building “code”
- Clarifying several actions a city “shall” take (formerly “may”), to include that a city shall not withhold a demolition permit
- Modifying/lessening setback, height and density restrictions on multifamily redevelopment to allow for the maximum height and density, where possible, and allowing them to remain non-conforming.



SURPRISE

ARIZONA

Summary of Changes, cont.

- Modifying the following statutory definitions:
 - Adaptive reuse
 - Economically or functionally obsolete
 - Low-income housing
 - Moderate-income housing
 - Nonconforming
- Establishing retroactivity to December 31, 2024 and an emergency clause for immediate adoption by cities



SURPRISE

ARIZONA

Public Outreach

Neighborhood Meeting held on July 2, 2025

- 6PM
- Surprise Regional Library
- 1 Attendee
 - General discussion.
 - No opposition.



SURPRISE
ARIZONA

Recommendation

On July 17, 2025 Planning and Zoning Commission recommended approval of the proposed Zoning Text Amendment (ZTA), Ordinance # 2025-15, case FS25-0477, to the Mayor and City Council.



SURPRISE

ARIZONA

Page 285 of 368

Questions or Comments?

THANK YOU



SURPRISE

ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 5, 2025 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to a Comprehensive Sign Program for the Tricolor Auto AZ project, generally located at the northwest corner of Summit Way and Cactus Road. Case #FS24-1219.

Motion:

I move to approve/deny the Tricolor Auto AZ Comprehensive Sign Program, Case #FS24-1219, subject to stipulations 'a' and 'b' as outlined in the staff report.

Background:

Daniel Marsh of Marsh Consulting & Permitting, LLC, on behalf of BPG Arizona 1, LLC, requests a Comprehensive Sign Program (CSP) for the Tricolor Auto AZ project located at the northwest corner of Summit Way and Cactus Road.

Objective Analysis:

The subject Comprehensive Sign Program complies 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 Comprehensive Sign Program is consistent with the Surprise Municipal Code and advances the goals and policies of the General Plan.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS24-1219 Tricolor Auto AZ CSP - Staff Report
 2. 01 - FS24-1219 Tricolor Auto AZ CSP - Vicinity Map
 3. 02 - FS24-1219 Tricolor Auto AZ CSP - Zoning Map
 4. 03 - FS24-1219 Tricolor Auto AZ CSP - CSP Document
 5. 04 - FS24-1219 Tricolor Auto AZ CSP - Citizen Participation Report
 6. 05 - FS24-1219 Tricolor Auto AZ CSP - Affidavit of Posting
 7. 06 - FS24-1219 TRICOLOR AUTO AZ CSP- P&Z Recommendation
 8. FS24-1219 Tricolor Auto AZ CSP - CC Presentation
-

Comprehensive Sign Program

REPORT TO THE CITY COUNCIL

Case: FS24-1219

Project Name: Tricolor Auto AZ – Comprehensive Sign Program

Council District: 6 – Palo Verde

City Council Date: August 5, 2025

Planner: Tanner Wessel, Planner II

Owner: BPG Arizona 1 LLC

Applicant: Daniel Marsh of Marsh Consulting & Permitting, LLC

Request: Comprehensive Sign Program for Tricolor Auto AZ

Site Location: Generally located on the northwest corner of Summit Way and Cactus Road

Site Size: 26.1786 gross acres (approx.)

Density: N/A

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2040

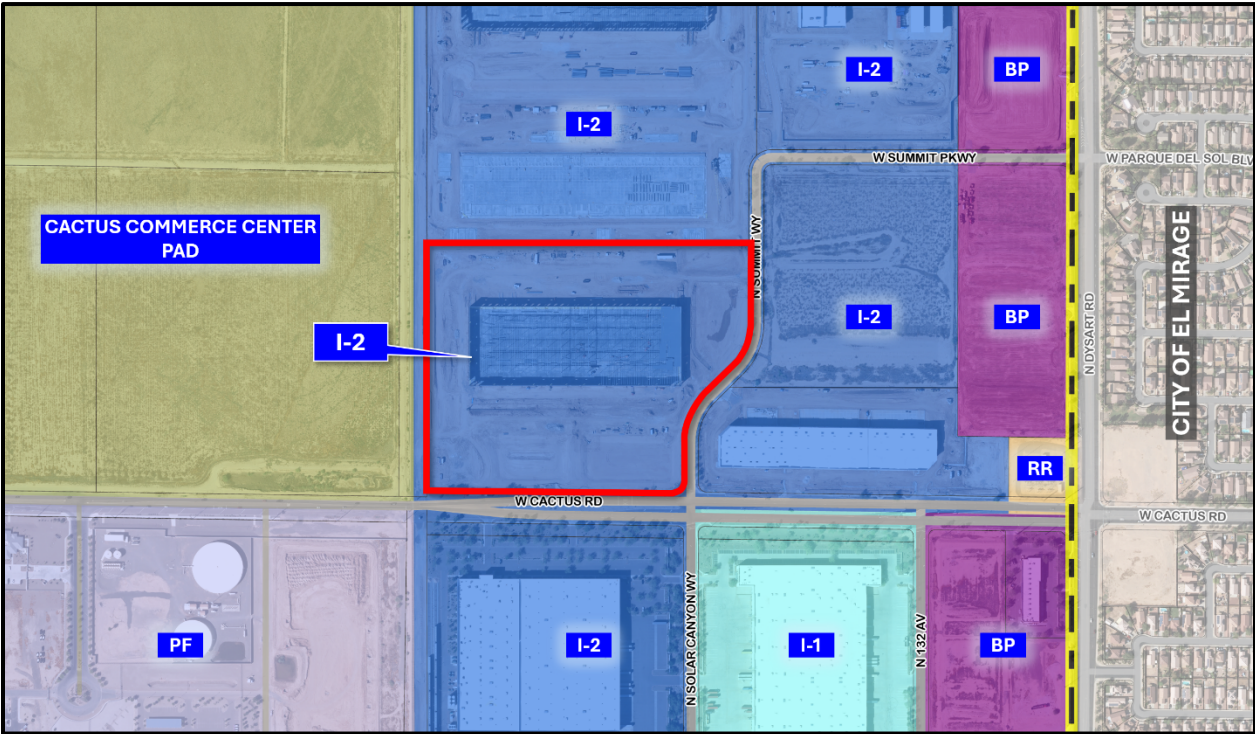
Support/Opposition: None known

Recommendation: On July 17, 2025, the Planning and Zoning Commission recommended that City Council approve the Comprehensive Sign Program case known as “Tricolor Auto AZ Mega Recon Blade Signs Comprehensive Sign Program.

Project Description:

Daniel Marsh of Marsh Consulting & Permitting, LLC, on behalf of BPG Arizona 1, LLC, requests a Comprehensive Sign Program (CSP) for the Tricolor Auto AZ project located at the northwest corner of Summit Way and Cactus Road.

40 **EXISTING ZONING:**



Cactus Commerce Center PAD (Commercial/Employment)	General Industrial (I-2)	General Industrial (I-2)
Cactus Commerce Center PAD (Commercial/Employment)	General Industrial (I-2)	General Industrial (I-2)
Public Facility (PF)	General Industrial (I-2)	Light Industrial (I-1)

41

42 **History:**

43 **September 26, 1996:** The Mayor and City Council approved Ordinance #96-17, annexing the

44 subject property into the City of Surprise.

45

46 **January 7, 2020:** The Mayor and City Council approved Ordinance #98-12 rezoning the

47 subject property to I-2 General Industrial.

48

49 **March 30, 2023:** A Site Plan for a new warehouse building was administratively approved

50 under case number FS22-1104.

51

52 **July 25, 2024:** Staff met with the applicant to discuss the proposed project during a regularly

53 scheduled Concept Review meeting.

54

September 5, 2024: The applicant submitted the Comprehensive Sign Program (CSP) application for the subject case.

April 8, 2025: The applicant held a neighborhood outreach meeting at Surprise Regional Library. A summary of this meeting is included in the Citizen Participation Report attached to the staff report.

Discussion:

The purpose of the proposed Tricolor Auto AZ CSP is to create cohesive sign design guidelines that complement the character of the existing site and Tricolor corporate branding, as well as propose a deviation to the existing sign standards for blade signs to allow additional blades signs beyond what is currently allowed by Chapter 109 of the Surprise Land Development Ordinance (LDO).

Color and Materials

This CSP provides sign design guidelines for all on-site signage. The colors and materials selected complement the architecture of the existing building and the Tricolor corporate building by utilizing both white aluminum paneling and framing with red color accents.

Proposed Signs

This CSP proposes the following signage:

Two building-mounted signs located on the southern elevation of the existing Tricolor building near the southwest and southeast corners. These signs measure 117-inches tall and 307.2-inches wide. No deviations from the building-mounted sign standards outlined in Section 109-1.9(B)(1) of the LDO are proposed with this CSP. This sign type has already received a sign permit and is currently existing on the building at the time of this report. This CSP simply memorializes the design guidelines for this sign type.

This CSP includes one Class VI monument sign (major monument sign) along Cactus Road. This sign measures 180-inches tall and 84-inches wide. This monument sign meets the Class VI monument sign standards outlined in Section 109-1.9(C)(5) of the LDO. Like the building-mounted signs, this sign type has already received a sign permit and is currently existing on-site along Cactus Road. This CSP simply memorializes the design guidelines for this sign type.

91 Lastly, this CSP proposes blade signs along the front elevation of the existing Tricolor building
92 facing Cactus Road. This CSP proposes deviations to the sign standards outlined in Section 109-
93 1.9(B)(2) of the LDO. These signs do not currently exist on-site since deviations from the current
94 sign code are being proposed. The proposed blade signs measure 240-inches tall and 32-inches
95 wide (total 34-inch projection from the building) which meet the blade sign size requirements of
96 the current sign code. However, the applicant is asking for a deviation from the current sign code
97 to allow for 8 blade signs to be installed along the front elevation of the existing Tricolor building
98 facing Cactus Road. Currently, the sign code only allows for one blade sign per primary use
99 multi-story building located in an industrial zoning district.

101 **Summary:**

102 The CSP process provides a mechanism whereby the applicant may create signage that is
103 consistent with the architecture and design of the Tricolor project. The proposed signage meets
104 the requirements of Section 109-1.15 with respect to Comprehensive Sign Programs and does
105 not introduce a sign type that is otherwise prohibited. The applicant's purpose to create a
106 comprehensive sign program for this development is to ensure a cohesive sign design for the
107 Tricolor site and to propose additional blade signs along the south elevation of the existing
108 building.

110 **Citizen Outreach:**

111 The applicant held a Neighborhood Outreach Meeting on April 8, 2025. The request was posted
112 and advertised in accordance with city code and state statute. There was one (1) resident in
113 attendance that had general questions regarding the request for the CSP. Staff has not received
114 any support or opposition to the CSP request.

116 **Findings:**

- 117 • The proposed Comprehensive Sign Program is consistent with the Surprise General Plan
- 118 2040.
- 119 • The proposed signs may be approved through a Comprehensive Sign Program.
- 120 • The reviewing agencies have indicated no objections to the request.

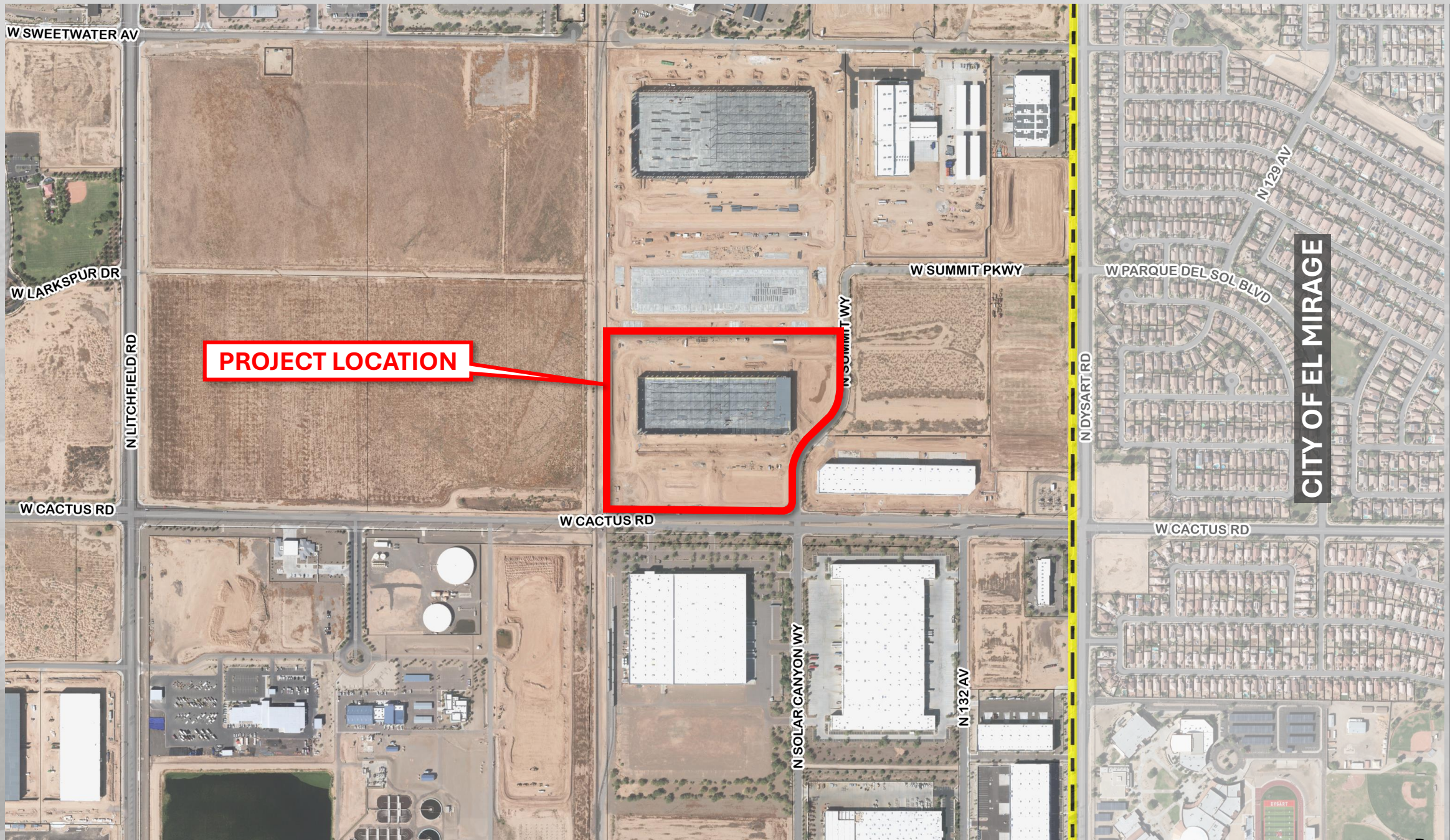
122 **Recommendation:**

123 The Planning & Zoning Commission recommended approval of the Tricolor Auto AZ
124 Comprehensive Sign Program, Case #FS24-1219, subject to stipulations 'a' and 'b' as outlined
125 in the staff report to City Council at the regularly scheduled Planning & Zoning Commission
126 meeting on Thursday, July 17, 2025.

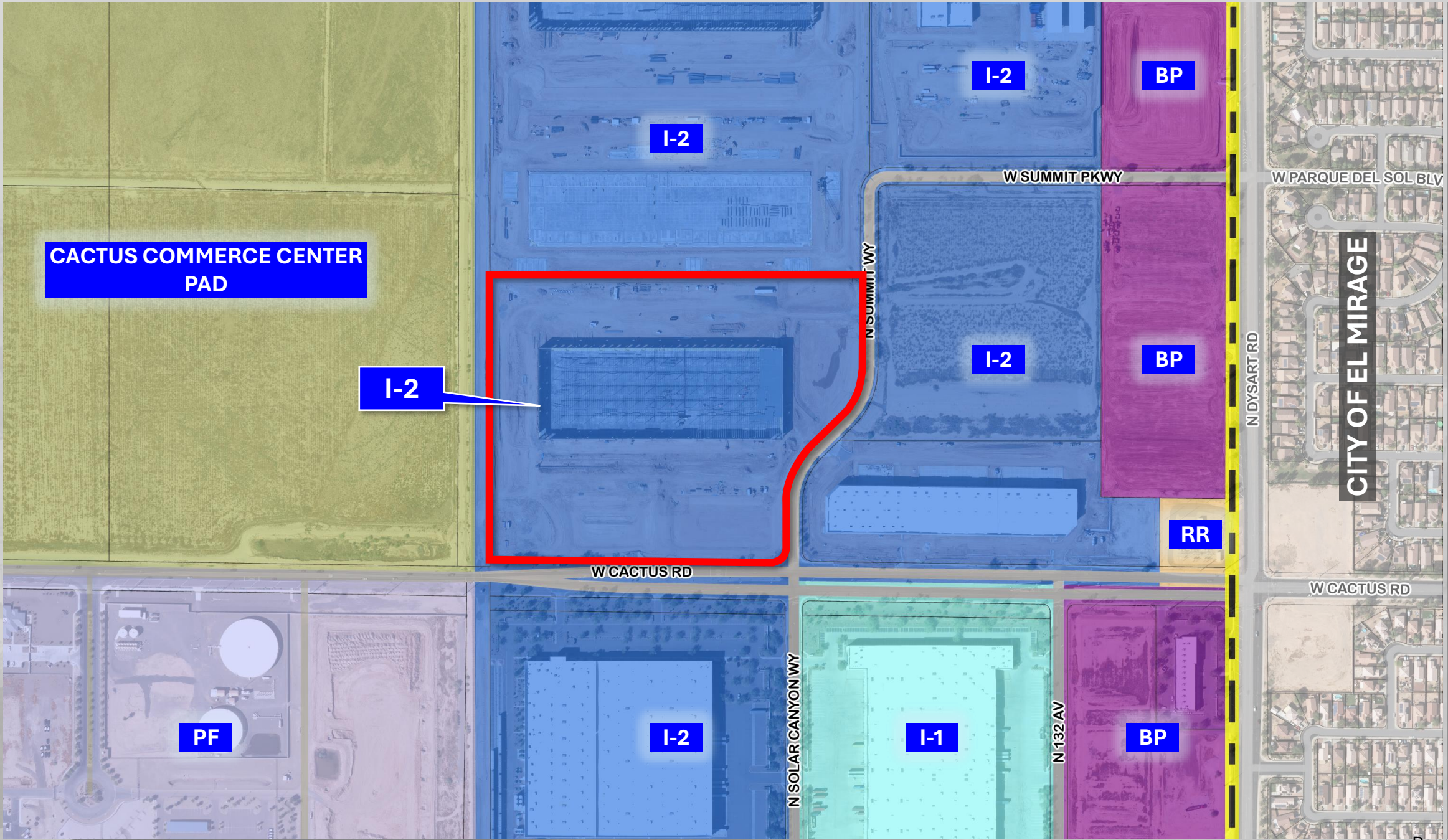
128 **Attachments:**

- 129 01 Vicinity Map
- 130 02 Zoning Map
- 131 03 Comprehensive Sign Program Document
- 132 04 Citizen Participation Report
- 133 05 Affidavit of Posting

134 06 Planning and Zoning Recommendation
135 PPT



FS24-1219 VICINITY MAP



FS24-1219 ZONING MAP



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LG

SIGN DRAWING

tricolor
auto

MEGA RECON CENTER

Case Number: FS24-1219

Comprehensive Sign Program Narrative

Tricolor Auto – AZ Mega Recon Facility

Location: 13400 W. Cactus Rd, Surprise, e
AZ 85379

I. Introduction

Tricolor Auto is pleased to submit this Comprehensive Sign Program (CSP) for the AZ Mega Recon facility located at 13400 W. Cactus Road in Surprise, Arizona. The intent of this CSP is to create a unified, visually consistent signage approach that enhances the customer experience while supporting the brand identity of Tricolor Auto.

All proposed signage included in this program shall be submitted to the City of Surprise for review and approval prior to fabrication or installation. A sign permit must be obtained from the City before any signage is installed, in accordance with Surprise Municipal Code requirements.

II. Proposed On-Site Signage

The signage plan includes a mix of existing and proposed signs across the site. All existing signage currently complies with the applicable City of Surprise sign code standards and is included for reference and context.

A. Building-Mounted Signage (Channel Letters)

- *Location:* Mounted on the main facility façades
- *Design:* Red acrylic front-lit channel letters with aluminum backing
- *Function:* Identifies the business to both vehicular and pedestrian traffic
- *Compliance:* These signs are existing and conform to current code standards

B. Monument / Pylon Signage

- *Location:* Positioned near the property frontage along Cactus Rd
- *Design:* Monument-style sign with top channel letters and push-thru acrylic text; aluminum framing with internal LED lighting
- *Function:* Serves as a primary identification sign visible from roadway
- *Status:* Proposed
- *Compliance:* Will be reviewed and permitted under this CSP

C. Blade Signs

- *Location:* Affixed to parking garage structure within the site
- *Design:* Aluminum construction with digital printed flex-face banners
- *Function:* Aids in wayfinding for on-site traffic and customer movement
- *Compliance:* Currently installed; proposed CSP seeks to formalize and clarify their use and placement sitewide

III. Proposed Deviation

The primary deviation requested through this CSP pertains to **blade signs**.

Current Code Summary:

Under the existing City of Surprise sign code, blade signs are typically limited in terms of size, projection, and placement—often restricted to pedestrian-scale signage near storefront entrances or within specific zoning overlays.

Proposed Modification:

Tricolor Auto is seeking approval for larger blade signs mounted on the internal-facing parking structure. These signs are critical for internal site circulation and branding, as the facility serves as a high-volume vehicle recon center with multiple access points. The

proposed blade signs exceed standard code dimensions but are proportionate to the scale of the site and its operations.

These signs will maintain safety, clarity, and design consistency with the site's architectural aesthetic, and their inclusion under the CSP ensures long-term compliance and accountability.

IV. Statement of Compliance

All proposed signs, including those listed for deviation, shall comply with the applicable sign code in effect at the time of formal permit submittal. The CSP is intended to establish an overarching framework, with all individual sign permits to follow standard city review and approval processes.

V. Additional Coordination

Should any clarification or additional details be required, we welcome direct coordination with the assigned planner. Our goal is to ensure full transparency and to provide the Planning & Zoning Commission and City Council with a complete understanding of:

- What signage currently exists
- What new signage is being proposed
- What exceptions or deviations are being requested
- And how all signage will support the overall project vision and compliance with city standards

TRICOLOR AUTO



PROJECT OVERVIEW

- 1 FRONT BUILDING CHANNEL LETTER MANUFACTURE & INSTALLATION
- 2 FRONT BUILDING CHANNEL LETTER MANUFACTURE & INSTALLATION
- 3 ALUMINUM SIGNS WITH DIGITAL PRINTING ON FLEX FACE BANNERS (8UNITS FROM A TO H)
- 4 PYLON SIGN MANUFACTURE AND INSTALLATION
- ELECTRICAL CONNECTIONS

LG



CUSTOMER: Tricolor Auto

COMPANY: Tricolor Auto

LOCATION: 13400 Cactus Rd

CITY: Surprise

STATE: AZ

ZIP CODE: 85379

Corporate Office
1774 Green Oaks Rd.
Fort Worth TX 76116

817-945-1116
817-609-7762

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CITY APPROVAL

Date: _____ Permit#: _____

LANDLORD APPROVAL

Sign Here

Date: _____



TDLR ELECTRICAL SIGN CONTRACTOR
TEXAS DEPARTMENT OF LICENSING & REGULATION LICENSE: #19112

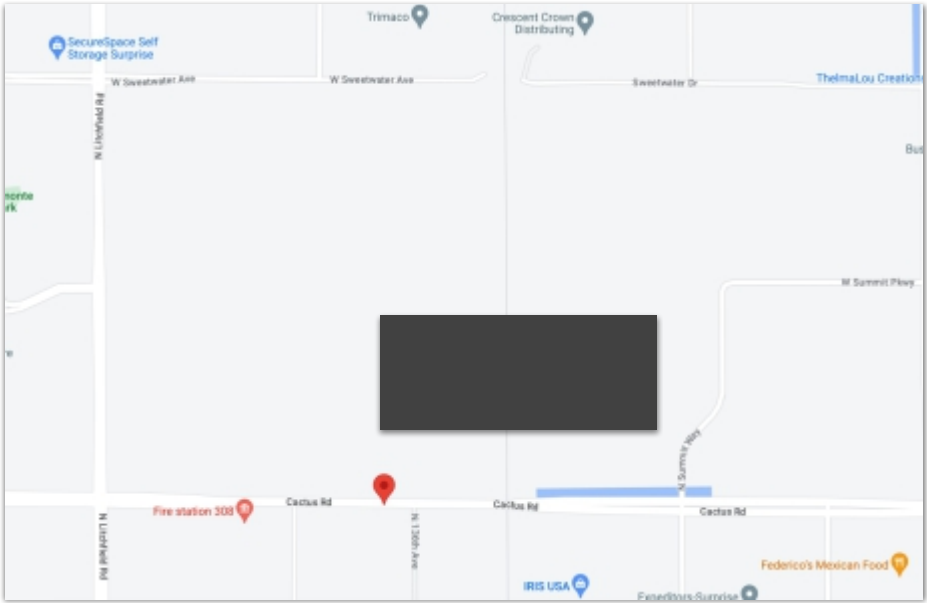
All work shall conform to:
City permits of Surprise, Arizona.

PRODUCT DESCRIPTION

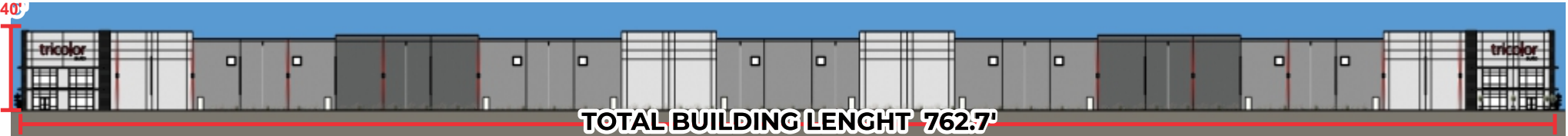
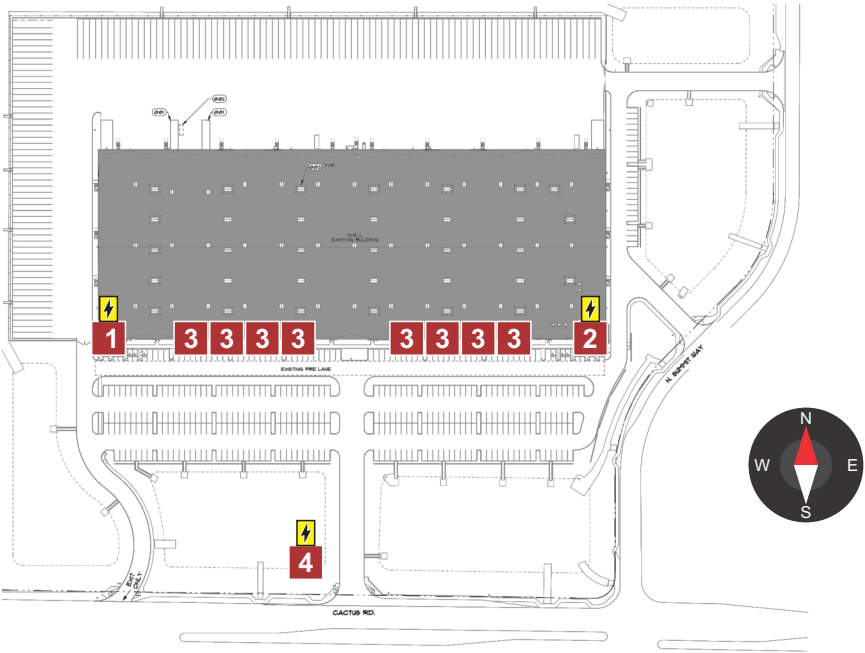
See the description of each product
on its respective page.

PROPOSAL

PROJECT LOCATION



SIGNS LOCATION



ELECTRICAL SIGN
CONTRACTOR
LICENSE: #19112

PRODUCT DESCRIPTION

See the description of each product
on its respective page.



CUSTOMER: Tricolor Auto
COMPANY: Tricolor Auto
LOCATION: 13400 Cactus Rd
CITY: Surprise
STATE: AZ
ZIP CODE: 85379

Corporate Office
1774 Green Oaks Rd.
Fort Worth TX 76116
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PROPOSAL



ELECTRICAL SIGN
CONTRACTOR
LICENSE: #19112

PRODUCT DESCRIPTION

CHANNEL LETTERS
ACRYLIC FRONT FACE
ALUMINUM BACK
LED LIGHTING ILLUMINATION SYSTEM



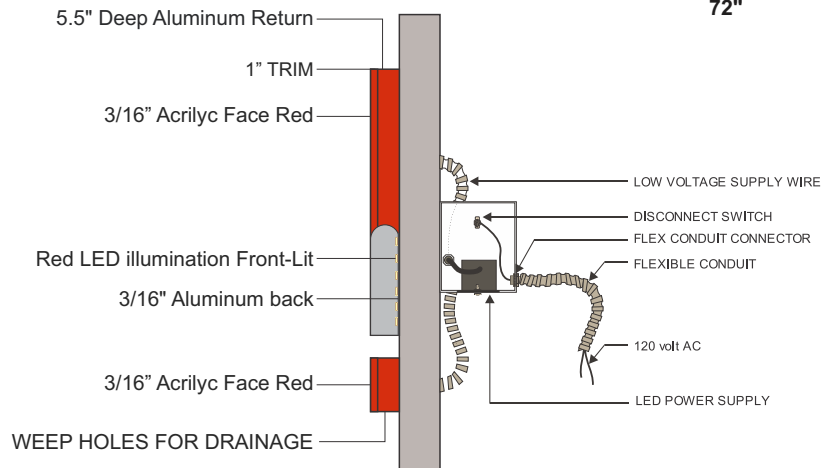
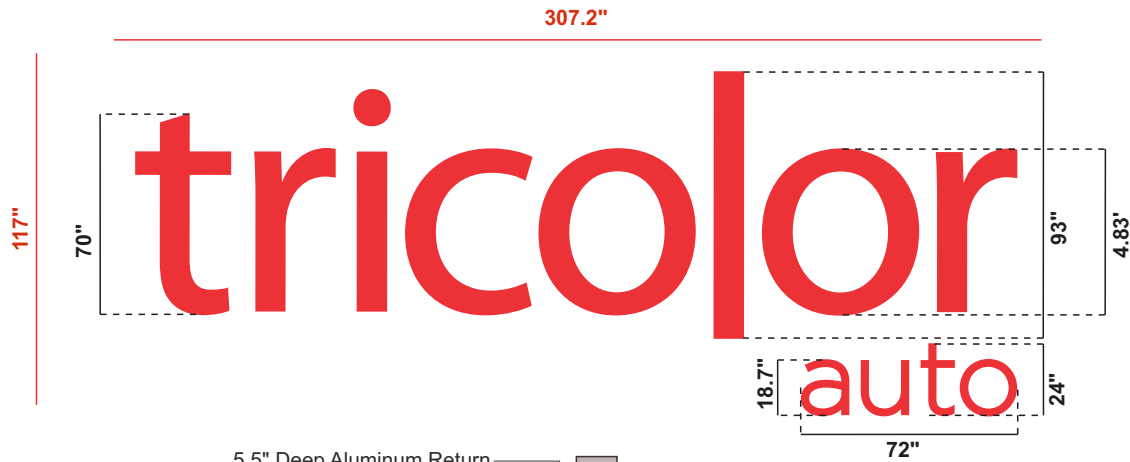
CUSTOMER: Tricolor Auto
COMPANY: Tricolor Auto
LOCATION: 13400 Cactus Rd
CITY: Surprise
STATE: AZ
ZIP CODE: 85379

Corporate Office
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Vinyl Color
C0 M100 Y100 K0

auto 24"

LETTER VISIBILITY CHART

This letter visibility chart is based upon information provided by Pennsylvania Transportation Institute, Penn State University and the United States Sign Council (USSC).

Viewing Distance (ft.)	Minimum Required Letter Heighth (in.)
100'	4"
250'	10"
360' (city block)	16"
500'	22"
750'	33"
1000'	43"
1320' (1/4 mile)	57"

Calculations based on n externally (or naturally) lit sign withall up per case Helvetica letters utilizing optimal negative space. Factors that may affect required letter size are: color scheme, font selection, trafct and weather conditions, or sign standoff. Please refer to the complete study for additional information. For further details contact the USSC at 1-215-785-1922.



ELECTRICAL SIGN
CONTRACTOR
LICENSE: #19112

PRODUCT DESCRIPTION

CHANNEL LETTERS
ACRYLIC FRONT FACE
ALUMINUM BACK
LED LIGHTING ILLUMINATION SYSTEM



CUSTOMER: Tricolor Auto

COMPANY: Tricolor Auto

LOCATION: 13400 Cactus Rd

CITY: Surprise

STATE: AZ

ZIP CODE: 85379

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PROPOSAL



ELECTRICAL SIGN
CONTRACTOR
LICENSE: #19112

PRODUCT DESCRIPTION

CHANNEL LETTERS
ACRYLIC FRONT FACE
ALUMINUM BACK
LED LIGHTING ILLUMINATION SYSTEM



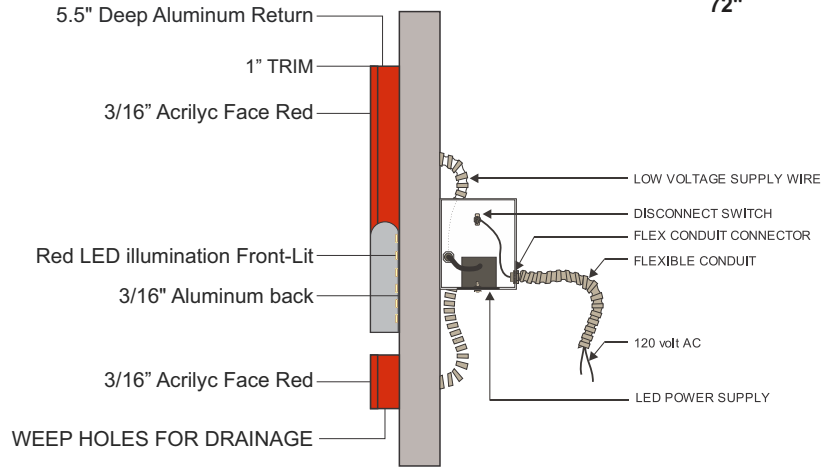
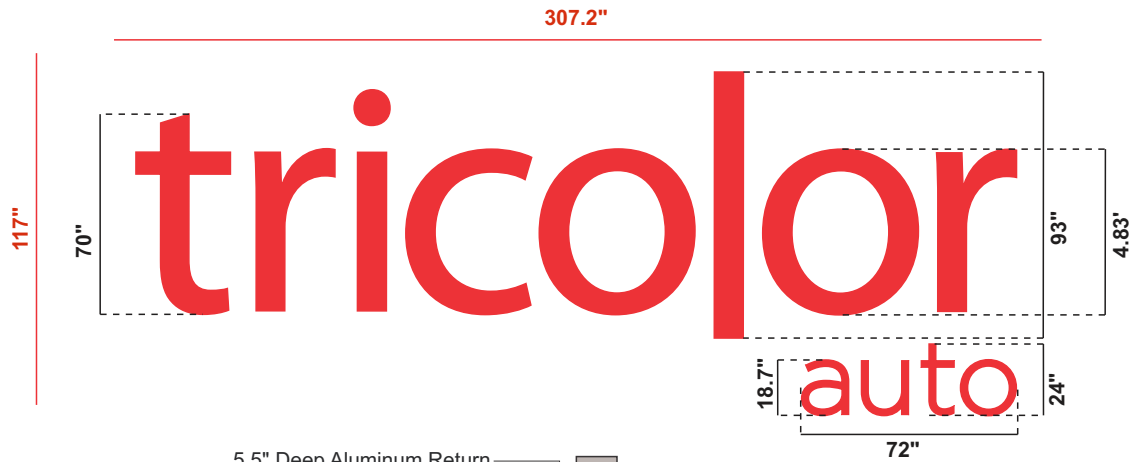
CUSTOMER: Tricolor Auto
COMPANY: Tricolor Auto
LOCATION: 13400 Cactus Rd
CITY: Surprise
STATE: AZ
ZIP CODE: 85379

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Vinyl Color
C0 M100 Y100 K0

auto 24"

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Calculations based on n externally (or naturally) lit sign withall up per case Helvetica letters utilizing optimal negative space. Factors that may affect required letter size are: color scheme, font selection, trafct and weather conditions, or sign standoff. Please refer to the complete study for additional information. For further details contact the USSC at 1-215-785-1922.



ELECTRICAL SIGN
CONTRACTOR
LICENSE: #19112

PRODUCT DESCRIPTION

CHANNEL LETTERS
ACRYLIC FRONT FACE
ALUMINUM BACK
LED LIGHTING ILLUMINATION SYSTEM



CUSTOMER: Tricolor Auto

COMPANY: Tricolor Auto

LOCATION: 13400 Cactus Rd

CITY: Surprise

STATE: AZ

ZIP CODE: 85379

Corporate Office
1774 Green Oaks Rd.
Fort Worth TX 76116

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PROPOSAL



ELECTRICAL SIGN
CONTRACTOR
LICENSE: #19112

PRODUCT DESCRIPTION

EXTERIOR ALUMINUM SIGNS (8 SIGNS)

ALUMINUM STRUCTURE
DIGITAL PRINTING ON FLEX FACE BANNERS
BRACKED BASE WITH 2" SQUARE TUBE
2" FRAME



CUSTOMER: Tricolor Auto
COMPANY: Tricolor Auto
LOCATION: 13400 Cactus Rd
CITY: Surprise
STATE: AZ
ZIP CODE: 85379

Corporate Office
1774 Green Oaks Rd.
Fort Worth TX 76116

817-945-1116
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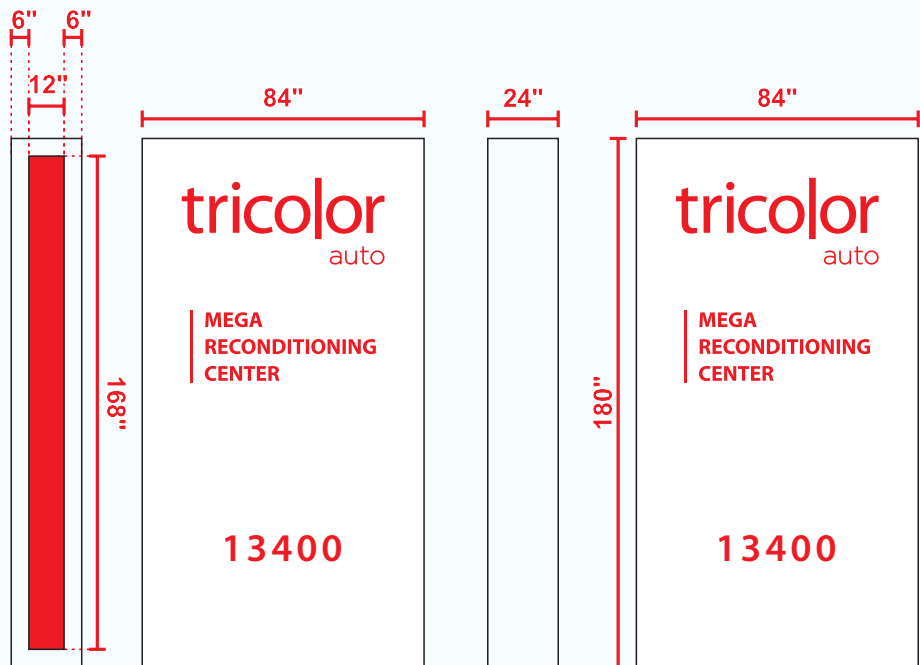
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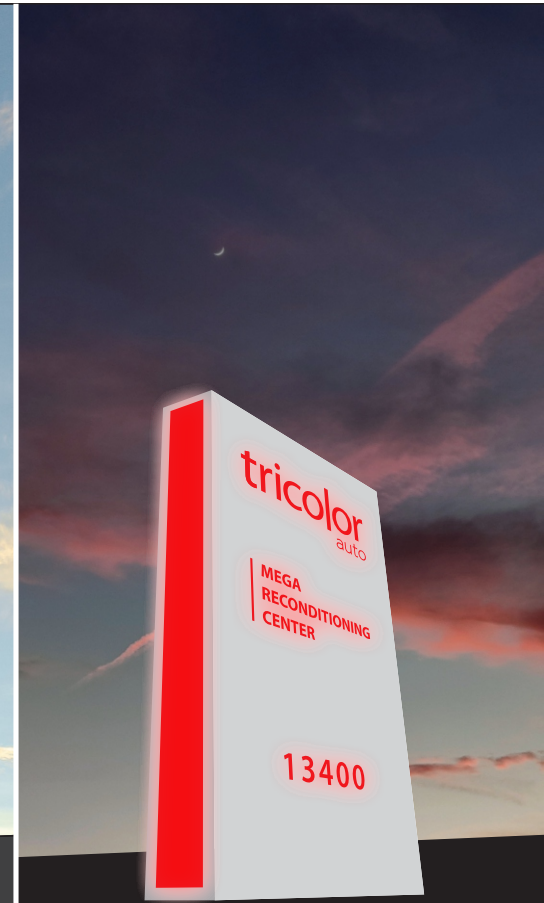
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DAY VIEW



NIGHT VIEW



TDLR TEXAS DEPARTMENT OF
LICENSING & REGULATION
**ELECTRICAL SIGN
CONTRACTOR
LICENSE: #19112**

PRODUCT DESCRIPTION

MONUMENT SIGN MANUFACTURING

- Top Channel Letter (Red)
- Bottom push-thru acrylic letters (Red)



CUSTOMER: Tricolor Auto

COMPANY: Tricolor Auto

LOCATION: 13400 Cactus Rd

CITY: Surprise

STATE: AZ

ZIP CODE: 85379



Corporate Office
1774 Green Oaks Rd.
Fort Worth TX 76116



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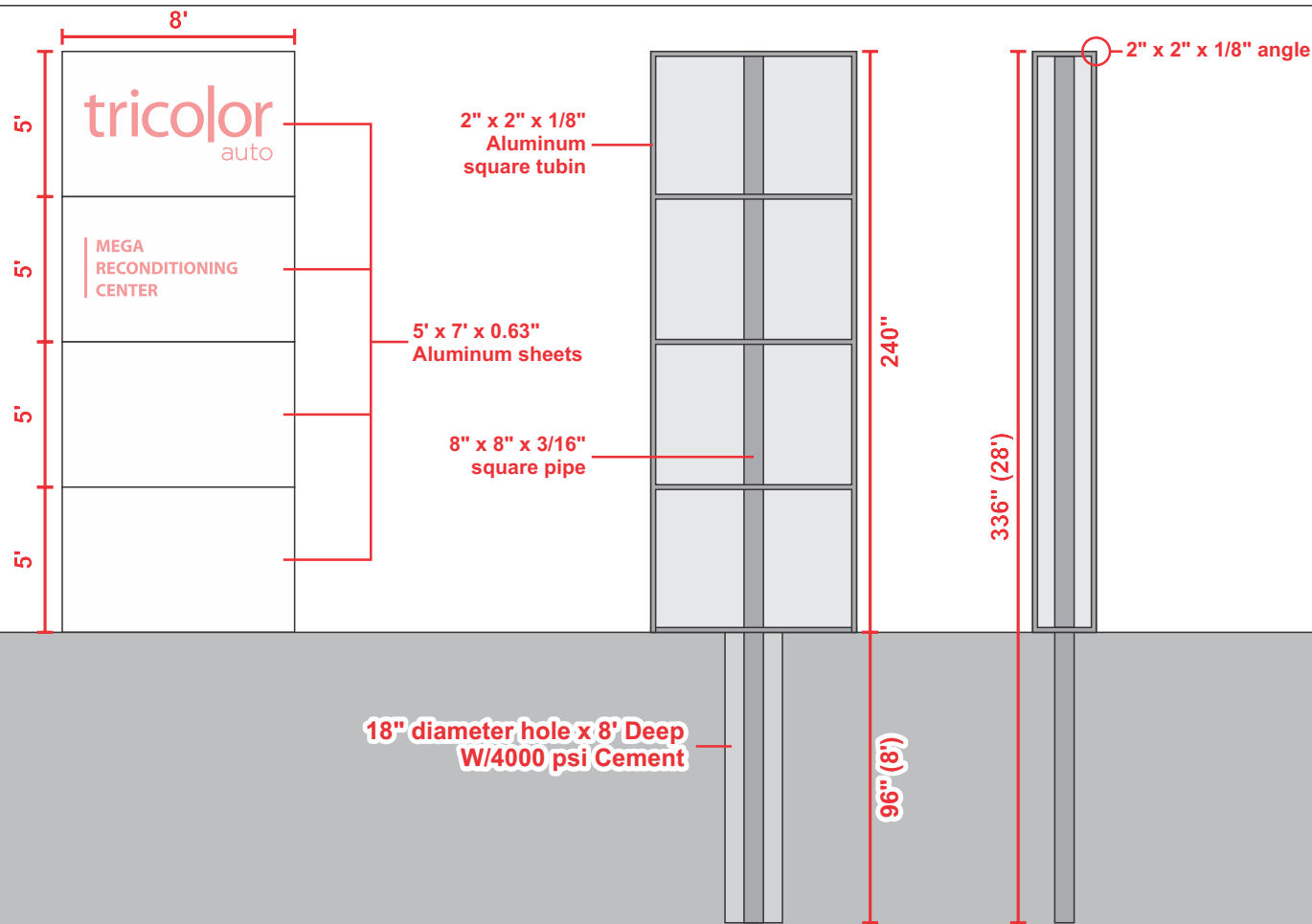


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ELECTRICAL SIGN
CONTRACTOR
LICENSE: #19112

PRODUCT DESCRIPTION

MONUMENT SIGN MANUFACTURING

- Aluminum square tubes structure
- Aluminum square pipe
- Aluminum sheets
- Aluminum Angles

CUSTOMER: Tricolor Auto

COMPANY: Tricolor Auto

LOCATION: 13400 Cactus Rd

CITY: Surprise

STATE: AZ

ZIP CODE: 85379



Corporate Office
1774 Green Oaks Rd.
Fort Worth TX 76116



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817-609-7762



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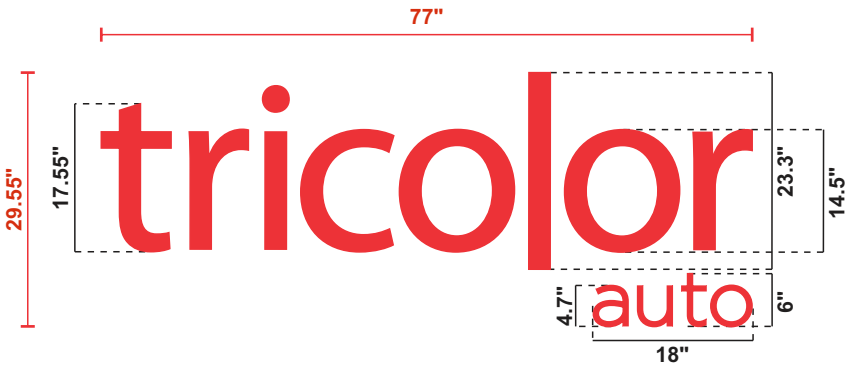


info@jasignsgraphic.com

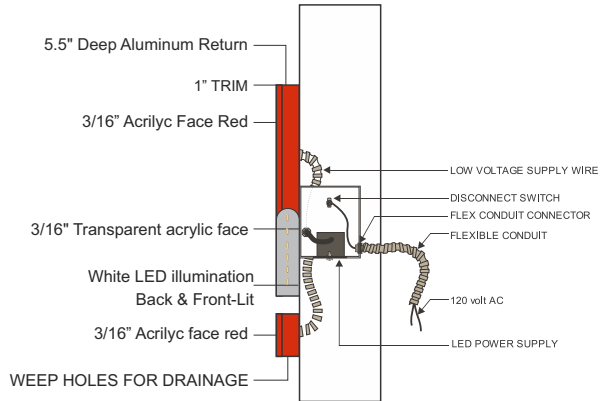
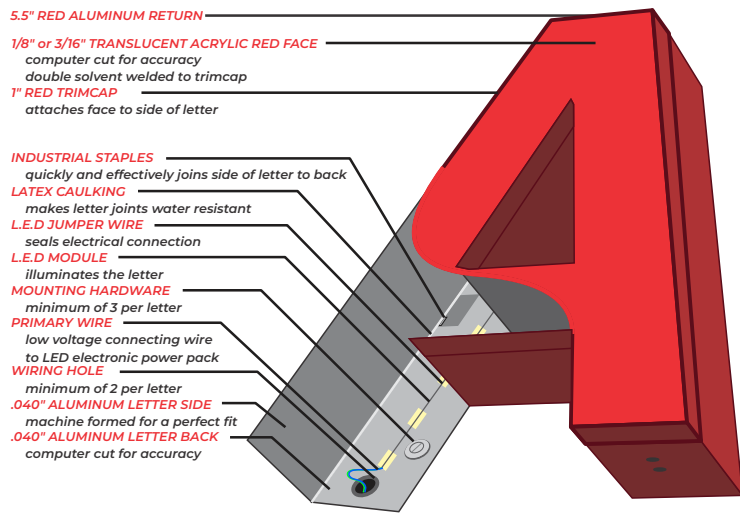
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FRONT LIT VIEW



 **Color Code**
C0 M100 Y100 K0



LETTER VISIBILITY CHART

This letter visibility chart is based upon information provided by Pennsylvania Transportation Institute, Penn State University and the United States Sign Council (USSC).

Viewing Distance (ft.)	Minimum Required Letter Height (in.)
100'	4"
250'	10"
360' (city block)	16"
500'	22"
750'	33"
1000'	43"
1320' (1/4 mile)	57"

Calculations based on an externally (or naturally) lit sign with all up per case Helvetica letters utilizing optimal negative space. Factors that may affect required letter size are: color scheme, font selection, traffic and weather conditions, or sign standoff. Please refer to the complete study for additional information. For further details contact the USSC at 1-215-785-1922.

PRODUCT DESCRIPTION

MONUMENT SIGN MANUFACTURING

- Top Channel Letter (Red)



ELECTRICAL SIGN
CONTRACTOR
LICENSE: #19112



CUSTOMER: Tricolor Auto

COMPANY: Tricolor Auto

LOCATION: 13400 Cactus Rd

CITY: Surprise

STATE: AZ

ZIP CODE: 85379

 Corporate Office
1774 Green Oaks Rd.
Fort Worth TX 76116

 817-945-1116
817-609-7762

 www.jasignsgraphic.com

 info@jasignsgraphic.com

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Color Code
C0 M100 Y100 K0

RECONDITIONING 5.2"

LETTER VISIBILITY CHART

This letter visibility chart is based upon information provided by Pennsylvania Transportation Institute, Penn State University and the United States Sign Council (USSC).

Viewing Distance (ft.)	Minimum Required Letter Height (in.)
100'	4"
250'	10"
360' (city block)	16"
500'	22"
750'	33"
1000'	43"
1320' (1/4 mile)	57"

Calculations based on an externally (or naturally) lit sign with all upper case Helvetica letters utilizing optimal negative space. Factors that may affect required letter size are: color scheme, font selection, traffic and weather conditions, or sign standoff. Please refer to the complete study for additional information. For further details contact the USSC at 1-215-785-1922.

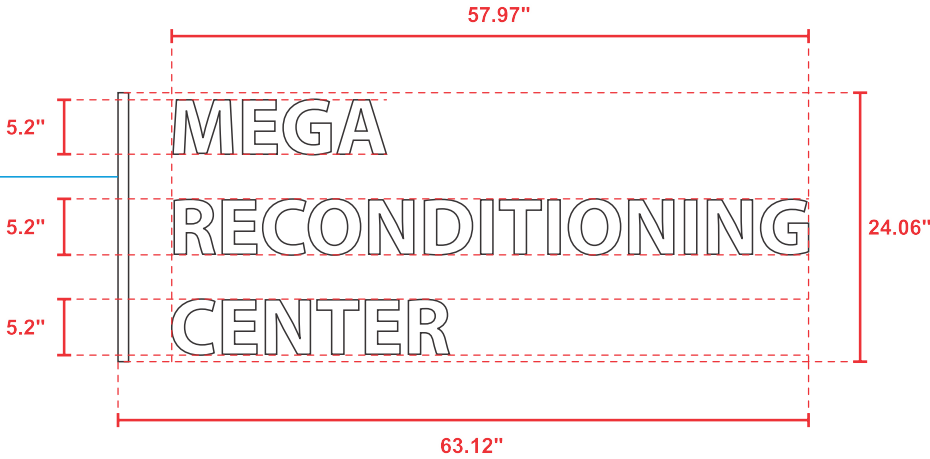
PRODUCT DESCRIPTION

MONUMENT SIGN MANUFACTURING

Bottom show-thru acrylic letters (Red)

Letter holes cut into the metal structure to show the red acrylic

Internal 1/4" Red translucent Acrylic



**ELECTRICAL SIGN
CONTRACTOR
LICENSE: #19112**



CUSTOMER: Tricolor Auto

COMPANY: Tricolor Auto

LOCATION: 13400 Cactus Rd

CITY: Surprise

STATE: AZ

ZIP CODE: 85379



Corporate Office
1774 Green Oaks Rd.
Fort Worth TX 76116



817-945-1116
817-609-7762



www.jasignsgraphic.com



info@jasignsgraphic.com

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CITIZEN PARTICIPATION REPORT

Project Name: Tricolor Auto Comprehensive Sign Plan

Project Number: FS24-1219 TRICOLOR AUTO AZ BLADE FS2411.1 CSP - DESIGN REVIEW

Prepared By: Marsh Consulting & Permitting

Date: 4/9/2025

1. Introduction

This Citizen Participation Report outlines the efforts made to engage nearby property owners and residents regarding the proposed Comprehensive Sign Plan for the Tricolor Auto facility. The purpose of the request is to allow for additional blade signs beyond what is typically permitted under the zoning ordinance, due to the need for enhanced wayfinding and the facility's lack of direct frontage for traditional advertisement.

2. Citizen Participation Outreach

Methods of Outreach:

Outreach was conducted in accordance with the City of Surprise notification requirements. This included:

- **Postcards mailed** to all property owners and residents within 300 feet of the subject site.
- **Posting of two signs** on-site at clearly visible locations
- **Posting in Newspapers** - two legal ads were placed in both the Phoenix Independent on March 21, 2025 and in the Surprise Independent on March 26, 2025

3. Neighborhood Meeting

Meeting Details:

- **Date:** April 8, 2025
- **Time:** 6:00PM – 6:30PM
- **Location:** Surprise Regional Library – 16089 N Bullard Avenue
- **Format:** In-person



Attendance:

- **Total Attendees:** 1 community member
- **Affiliations:** Not applicable
- **Sign-in Sheet Submitted:** Yes, via Project Author Portal

Presentation Summary:

An overview of the proposed sign plan was shared, including the request to exceed the standard number of blade signs due to the facility's unique access limitations and navigational needs.

4. Community Feedback

Summary of Comments and Concerns:

One community member attended the meeting. They asked thoughtful questions related to the signage but did not express any opposition to the proposal.

Responses Provided:

Clarifications were made regarding the functional purpose of the signs for navigation and visibility due to the site's layout and location. No objections were raised.

5. Modifications Based on Feedback

No modifications were made to the sign plan as no concerns or objections were raised during the public outreach process.

Thank you for your consideration of this report. Please feel free to contact me at 602.341.0721 or via email at Daniel@PermitHelp.me for any further clarification or additional information.

Sincerely,

Daniel Marsh, Principal Consultant at Marsh Consulting & Permitting

4/8/25

Sign in Sheet

[illegible]

AFFIDAVIT OF SIGN POSTING

Case Number: FS24-1219
Project Name: TRI COLOR AUTO CSP
Project Location: 13400 W. CACTUS RD SURPRISE, AZ
Date Posted: 3/21/2025

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city (see example).

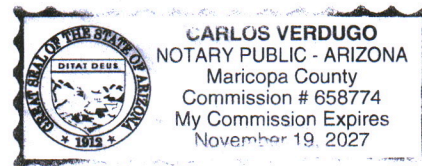
Such notice shall be clearly legible and placed at a prominent location on the site, generally adjacent and perpendicular to the public right-of-way. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property, as well as the information on the sign, until final disposition of the case.

I confirm that the site has been posted as required, for the case noted above. Photographs of the site posting, and any subsequent changes/updates made to the sign, have also been submitted.

Kenneth Scott Koehler 3/24/2025
Owner / Application Signature Date

This instrument was acknowledged before me this 24 day of March,
20 25 by KENNETH SCOTT KOEHLER

[Signature]
Notary Public
My Commission Expires: 11/19/2027



Notice of Public Hearing City of Surprise

In-Person Neighborhood Meeting

Date: **APRIL 8TH 2025**

Time: **6:00PM**

Planning & Zoning

Date:

Time:

City Council

Date:

Time:

Surprise Regional Library

Location: 16089 N. Bullard Ave, Surprise, AZ 85374

Location:

Location:



Case # FS24-1219

Request: A Comprehensive Sign Program (CSP) for Tricolor Auto AZ Mega Recon facility located at the northwest corner of Cactus Road and Summit Way.

For more information, call: 623-222-3011

surpriseaz.gov

33.594824° N 112.347332° W



33.594743° N 112.346967° W



Notice of Public Hearing City of Surprise

In-Person Neighborhood Meeting

Planning & Zoning

City Council

Date: **APRIL 8TH 2025**

Date:

Date:

Time: **6:00PM**

Time:

Time:

Surprise Regional Library

Location: 16089 N. Bullard Ave, Surprise, AZ 85374

Location:

Location:



Case # FS24-1219

Request: A Comprehensive Sign Program (CSP) for Tricolor Auto
AZ Mega Recon facility located at the northwest corner
of Cactus Road and Summit Way.

For more information, call: 623-222-3011

surpriseaz.gov

33.594878° N 112.350466° W

Notice of Public Hearing
City of Surprise

In-Person Neighborhood Meeting	Planning & Zoning	City Council
Date: APRIL 8TH 2025	Date:	Date:
Time: 6:00PM	Time:	Time:
Surprise Regional Library		
Location: 16509 N. Bullard Ave, Surprise, AZ 85374	Location:	Location:

 Case # FS24-1219
Request: A Comprehensive Sign Program (CSP) for Tricolor Auto AZ Mega Recon facility located at the northwest corner of Cactus Road and Summit Way.

For more information, call: 623-222-3011
surpriseaz.gov

33.594887° N 112.350588° W

State of Arizona:
County of Maricopa:
Affidavit of Publication

I, Charlene Bisson, Arizona President/CEO of Independent Newsmedia Inc. USA, am authorized to make this affidavit of publication. Under oath, I state that the following is true and correct.

The **Phoenix Independent** (formerly the Daily Independent) is a newspaper which is published Tuesdays and Fridays, is of general circulation and is in compliance with the Arizona Revised Statutes 10-140.34 & 39-201 A & B. I solemnly swear that the notice was published in the regular and entire section of the said newspaper and not in any supplement. The below listed advertisement appeared in the following issue(s)

Phoenix Independent: 3/21/2025
Surprise Independent: 3/26/2025

Charlene Bisson

CHARLENE BISSON
President/CEO

Sworn to and subscribed before me this
3/28/2025

TERRI RODGERS



TERRI RODGERS
Notary Public

Name	CITY OF SURPRISE - Community Development
Order Number	19444
Ordered By	Tanner Wessel
Order Date	3/19/2025
Description	FS24-1219
Number Issues	2
Pub Count	2
Order Cost	\$222.88
First Issue	3/21/2025
Last Issue	3/26/2025
Publications	Phoenix Independent, Surprise Independent

DEVELOPMENT PROJECT
NEIGHBORHOOD MEETING

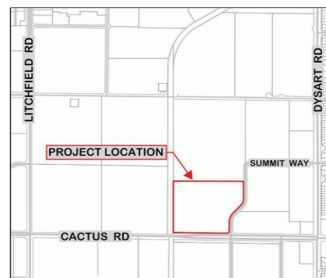
Please be advised, Daniel Marsh with Marsh Consulting & Permitting, LLC, will host a Neighborhood Meeting to discuss the project referenced below. Any member of the public may participate in this conversation as it pertains to this project by utilizing the information provided under Neighborhood Meeting Details below. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present their project to the public while soliciting feedback and providing answers to questions. Please note, the City of Surprise is not the host of this meeting; however, the assigned City Planner will be available to provide information as needed in response to inquiries received from residents.

Applicant: Daniel Marsh, (602) 341-0721, daniel@permithelp.me
City of Surprise Planner: Tanner Wessel (623) 222-3137, tanner.wessel@surpriseaz.gov

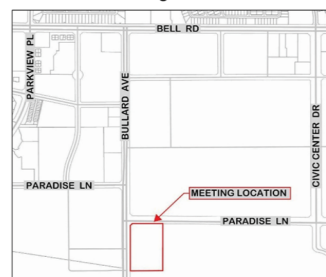
NEIGHBORHOOD MEETING DETAILS

DATE: Tuesday, April 8, 2025
TIME: 6:00 PM
LOCATION: Surprise Regional Library
16089 N. Bullard Avenue
Surprise AZ 85374

Project Location



Meeting Location



PROJECT DESCRIPTION:

A Comprehensive Sign Program (CSP) for Tricolor Auto located at the northwest corner of Cactus Road and Summit Way. Surprise Planning Case FS24-1219.

Publish: Phoenix Independent, March 21, 2025, Surprise Independent, March 26, 2025/19444

AFFIDAVIT OF SIGN POSTING

Case Number: FS24-1219
Project Name: Tri COLOR Auto CSP
Project Location: 13400 W. CACTUS RD SURPRISE, AZ
Date Posted: 6/16/2025 WITHOUT TIME 6/20/2025 WITH TIME

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city (see example).

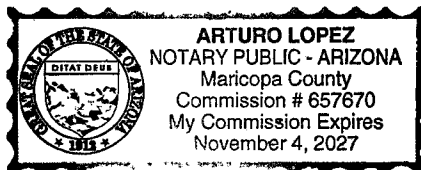
Such notice shall be clearly legible and placed at a prominent location on the site, generally adjacent and perpendicular to the public right-of-way. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property, as well as the information on the sign, until final disposition of the case.

I confirm that the site has been posted as required, for the case noted above. **Photographs of the site posting, and any subsequent changes/updates made to the sign, have also been submitted.**

Kenneth Scott Koehler JUNE 23, 2025
Owner / Application Signature Date

This instrument was acknowledged before me this 23 day of June,

20 25 by Kenneth Scott Koehler



[Signature]
Notary Public

My Commission Expires:

Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: **APRIL 8TH 2025**

Time: **6:00PM**

Surprise Regional Library

Location: 16089 N. Bullard Ave., Surprise, AZ 85374

Planning & Zoning

Date: **THURSDAY, JULY 17, 2025**

Time: **6:00PM**

16000 N. Civic Center Plaza

Location: Surprise, AZ 85374

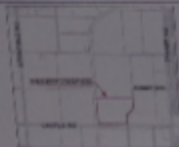
City Council

Date: **TUESDAY, AUGUST 5, 2025**

Time: **6:00PM**

16000 N. Civic Center Plaza

Location: Surprise, AZ 85374



Case # FS24-1219

Request: A Comprehensive Sign Program (CSP) for Tricolor Auto
AZ Mega Recon facility located at the northwest corner
of Cactus Road and Summit Way.

For more information, call: 623-222-3011
surpriseaz.gov

Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: **APRIL 8TH 2025**

Time: **6:00PM**

Surprise Regional Library

Location: 16089 N. Bullard Ave, Surprise, AZ 85374

Planning & Zoning

Date: **THURSDAY, JULY 17, 2025**

Time: **6:00PM**

16000 N. Civic Center Plaza

Location: Surprise, AZ 85374

City Council

Date: **TUESDAY, AUGUST 5, 2025**

Time: **6:00PM**

16000 N. Civic Center Plaza

Location: Surprise, AZ 85374



Case # FS24-1219

Request: A Comprehensive Sign Program (CSP) for Tricolor Auto AZ Mega Recon facility located at the northwest corner of Cactus Road and Summit Way.

For more information, call: 623-222-3011
surpriseaz.gov

Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: **APRIL 8TH 2025**

Time: **6:00PM**

Surprise Regional Library

Location: 16089 N. Bullard Ave, Surprise, AZ 85374

Planning & Zoning

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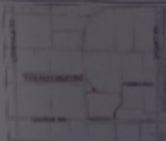
City Council

Date: **TUESDAY, AUGUST 5, 2025**

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16000 N. Civic Center Plaza

Location: Surprise, AZ 85374



Case # FS24-1219

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Notice of Public Hearing

City of Surprise

In-Person Neighborhood Meeting

Date: **APRIL 8TH 2025**

Time: **6:00PM**

Surprise Regional Library

Location: 16089 N. Bullard Ave, Surprise, AZ 85374

Planning & Zoning

Date: **THURSDAY, JULY 17, 2025**

Time: **6:00PM**

16000 N. Civic Center Plaza

Location: Surprise, AZ 85374

City Council

Date: **TUESDAY, AUGUST 5, 2025**

Time: **6:00PM**

16000 N. Civic Center Plaza

Location: Surprise, AZ 85374



Case # FS24-1219

Request: A Comprehensive Sign Program (CSP) for Tricolor Auto
AZ Mega Recon facility located at the northwest corner
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For more information, call: 623-222-3011
surpriseaz.gov



COMMUNITY DEVELOPMENT
Planning Division
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623-222-3154

Planning and Zoning Commission Recommendation
FS24-1219 TRICOLOR AUTO AZ MEGA RECON BLADE SIGNS

On July 17, 2025, the Planning and Zoning Commission recommended that City Council approve the Comprehensive Sign Program case known as "Tricolor Auto AZ Mega Recon Blade Signs Comprehensive Sign Program," Case #FS24-1219. The Commission discussed the blade signs installation location. The motions were as follows:

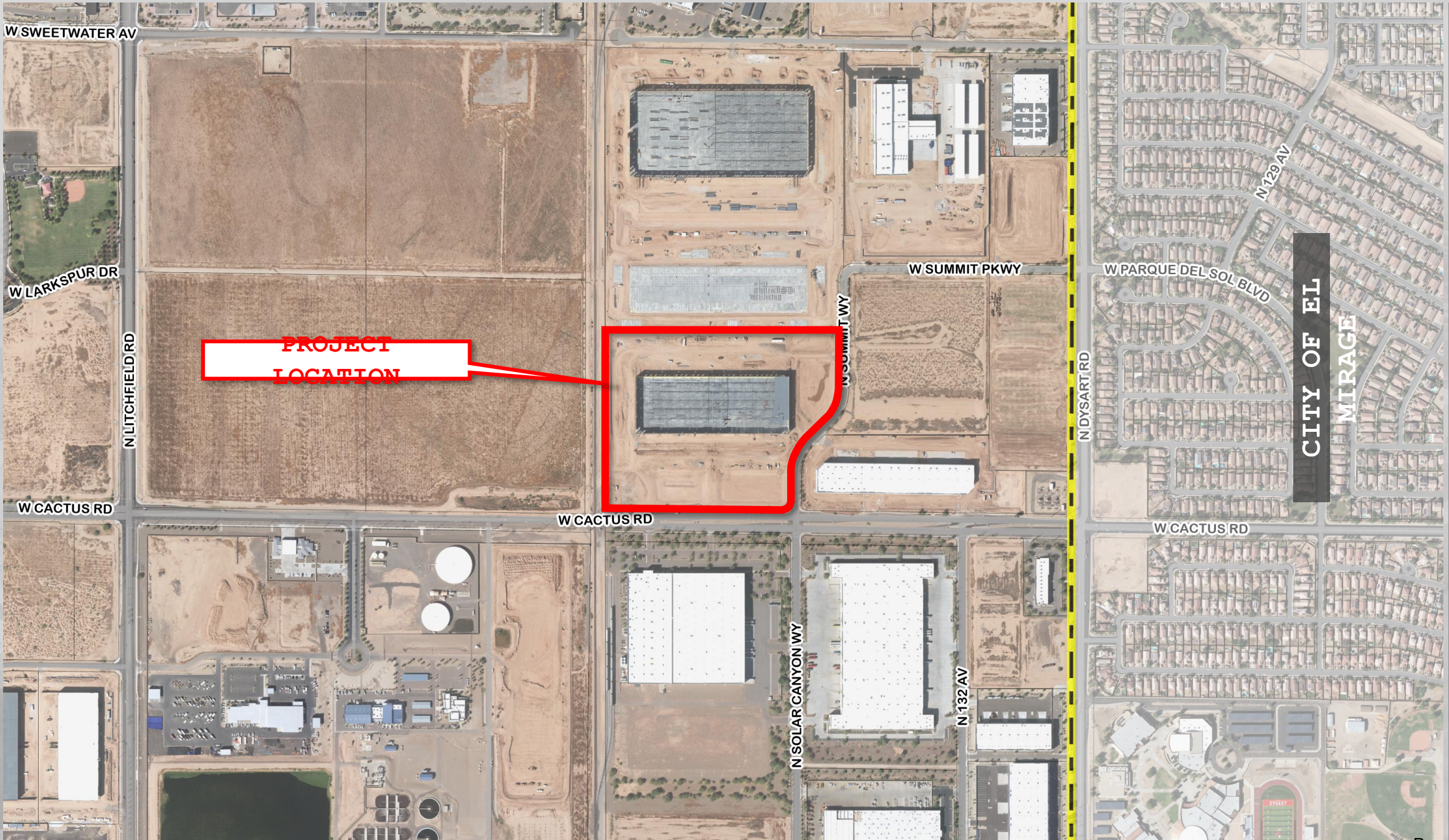
Commissioner Keating moved to recommend approval of the Tricolor Auto AZ Comprehensive Sign Program, Case #FS24-1219, subject to stipulations 'a' and 'b' as outlined in the staff report. Commissioner Bash seconded the motion. Motion passed with 7 votes in favor.

FS24-1219

Tricolor Auto AZ

Comprehensive Sign Program

City Council
August 5, 2025



ES24-1219 VICINITY



SIGN CURRENTLY PERMITTED AND EXISTING



LDO STANDARDS

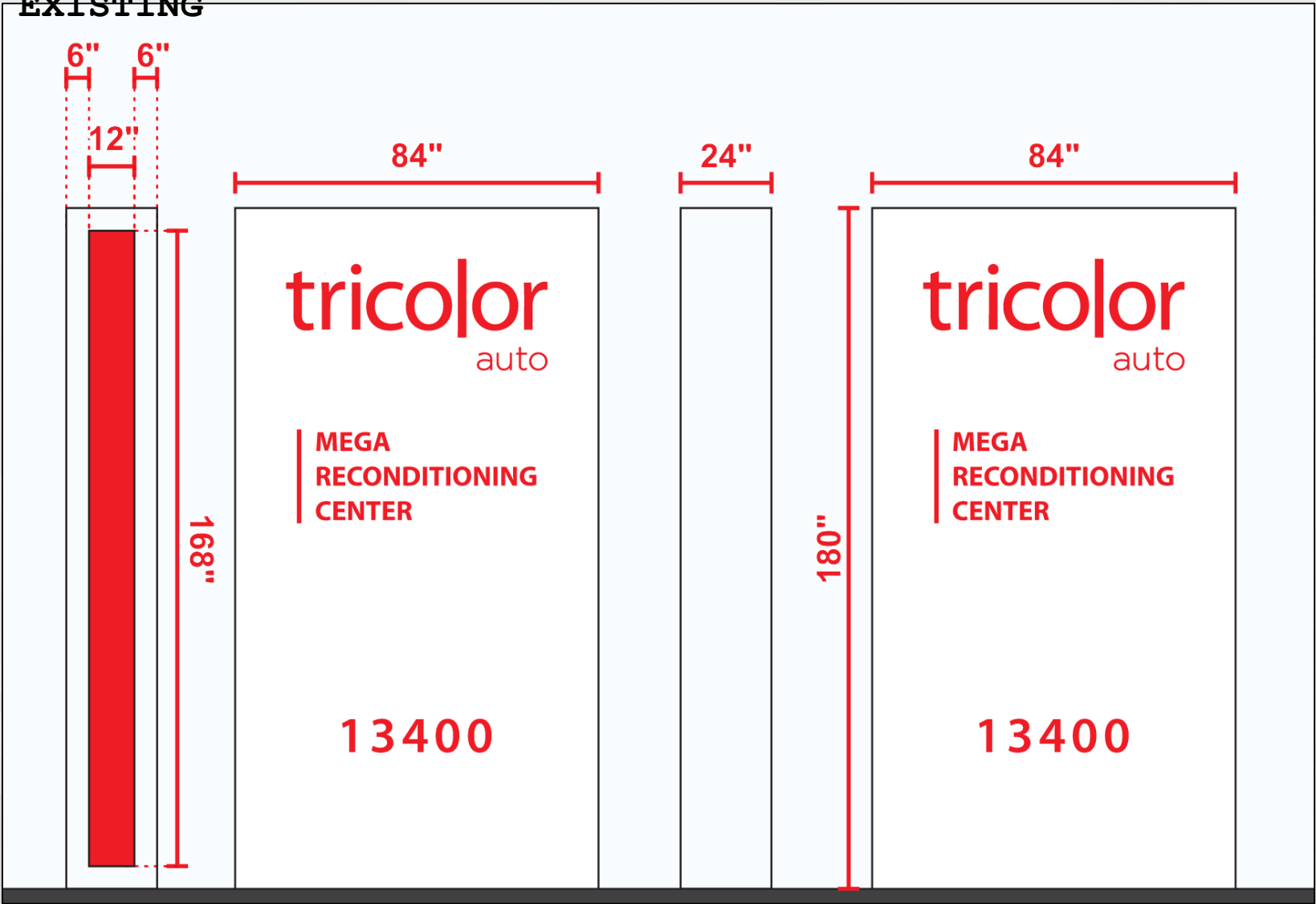
1.5 sq. ft. per each linear foot of building face

PROPOSED CSP

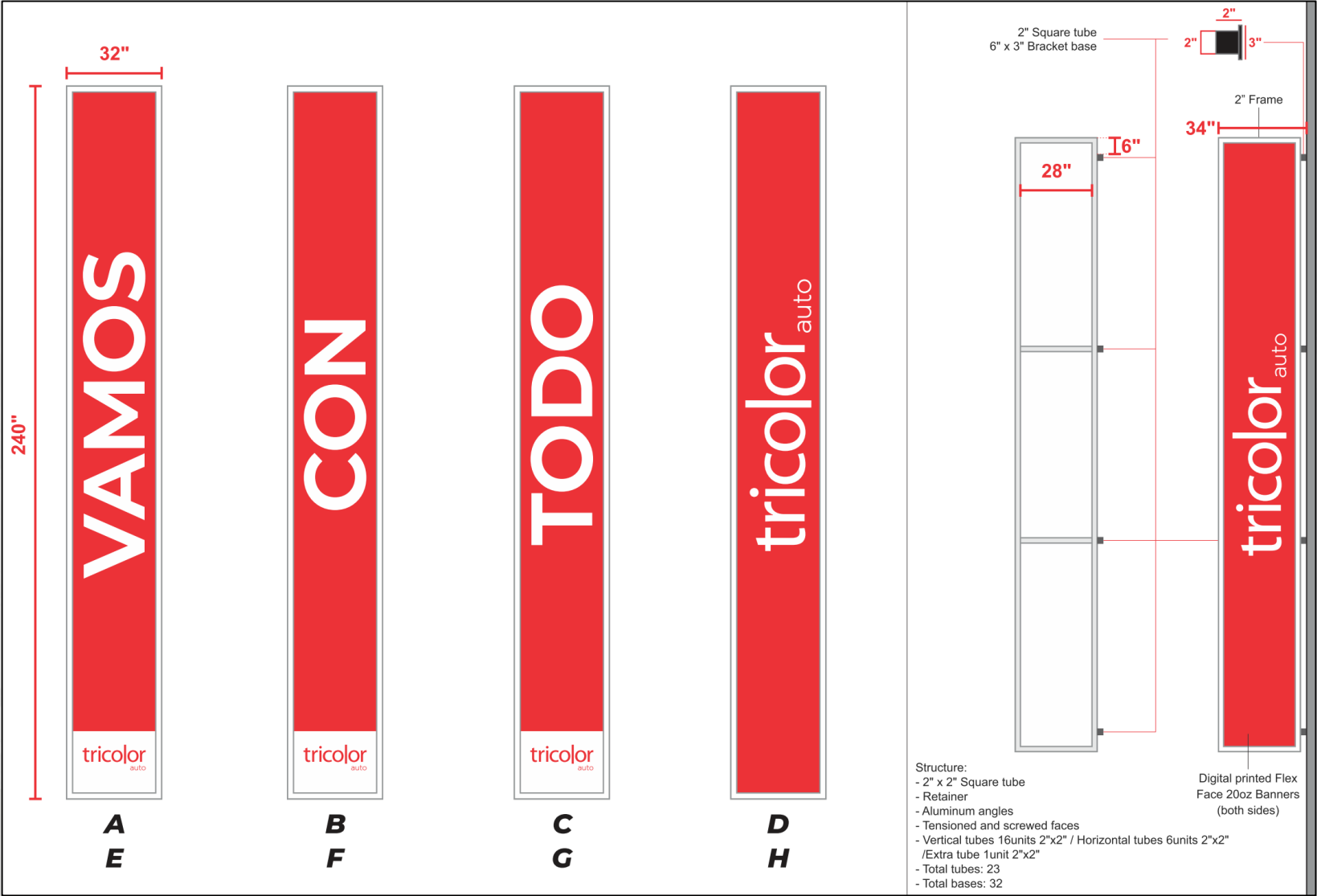
1.5 sq. ft. per each linear foot of building face ☒

SIGN CURRENTLY PERMITTED AND

EXISTING



LDO STANDARDS	
Number of Signs	1 sign per 150-feet
Max. Height	15' *
* 17' for architectural embellishments	
Max. Sign Area	120 SQ. FT.
PROPOSED CSP	
Number of Signs	1 sign ☒
Height	15' ☒
Sign Area	80 sq. ft. ☒



LDO STANDARDS	
Number of Signs	1 Sign
Sign Clearance over Sidewalks	Min. 8'
Sign Clearance over Parking	Min. 15'
Max. Sign	
PROPOSED CSP	
Number of Signs	8 Signs
Sign Clearance over Sidewalks	8-Feet ☒
Sign Clearance over Parking	N/A ☒
Sign Height	28' from S/W ☒
Projection	34 Inches ☒



BLADE SIGNS

OUTREACH

Neighborhood Meeting

- April 8, 2025
- Surprise Regional Library
- 1 attendee

Recommendation

On July 17, 2025 Planning and Zoning Commission recommended approval of the proposed Comprehensive Sign Program case known as "Tricolor Auto AZ Mega Recon Blade Signs Comprehensive Sign Program", case FS24-1219.



Questions or Comments?

THANK YOU



SURPRISE
ARIZONA

STIPULATIONS

- a. Development and use of the site shall be consistent with the Comprehensive Sign Program entitled "Tricolor Auto - AZ Mega Recon Facility" prepared by Marsh Consulting & Permitting, LLC and J&A Signs and received May 13, 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: August 5, 2025
Submitting Department: Police
Staff Recommendations:

Contact Person: Evan Becher, POLICE CHIEF
District: Internal

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

Agenda Wording:

Consideration and action pertaining to the acceptance of an Intergovernmental Agreement (IGA) with the City of Peoria to provide a temporary dispatch location for the City of Surprise; Resolution 2025-32; RFLS 9920.

Motion:

I move to approve Resolution 2025-32.

Background:

This is for the review of an agreement with the City of Peoria to provide a temporary dispatch location for the City of Surprise if the Surprise radio dispatch center cannot be used or is unavailable. There will be no charge associated with this agreement.

Objective Analysis:

The proposed IGA will provide the City of Surprise an alternate dispatch location to ensure continuity of emergency and non-emergency dispatch services if the Surprise Communication Center becomes inoperable or unavailable.

Policy Compliant:

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

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. City of Peoria_Resolution 2025-32-Acceptance of IGA 2025
 2. Surprise Radio Relocation Agreement- City Signed
-

RESOLUTION # 2025-32

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF PEORIA FOR A TEMPORARY RADIO DISPATCH LOCATION.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the temporary radio dispatch location in the City of Peoria in the event that the Surprise radio dispatch center cannot be used or is not available; and

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 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:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PEORIA AND THE CITY OF SURPRISE TO
PROVIDE SURPRISE WITH A TEMPORARY RADIO DISPATCH
LOCATION**

This Intergovernmental Agreement ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the City of Peoria ("Peoria") and the City of Surprise ("Surprise"), collectively "the Parties."

IN CONSIDERATION of the covenants, promises, terms and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. *Purpose and Intent of Agreement*

- 1.1 The purpose of this Agreement is for Peoria to provide to Surprise a temporary radio dispatch location in the event that the Surprise radio dispatch center cannot be used or is not available.
- 1.2 This agreement shall be effective and binding for a term of ten (10) years unless sooner terminated as set forth herein.

2. *Responsibilities of the Parties*

- 2.1 Peoria shall temporarily make available space within its dispatch center for Surprise according to the terms and conditions described in Sections 2.4 through 2.8.
- 2.2 For the services described in this Subsection 2, Peoria shall not charge Surprise.
- 2.3 Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Parties.
- 2.4 Console and Call Taker positions. Peoria shall provide one console for the purpose of main radio dispatching. Peoria shall provide one console for call taking purposes. Peoria will provide additional consoles based on staffing. Surprise will have the ability to hotseat their phone operations for 911 phone calls. Peoria shall provide access to a computer at both consoles for Surprise to access CAD/RMS which is cloud based. Surprise will need to bring Surprise cellular phones for their non-emergency phone calls.
- 2.5 Relocation Approval. Surprise will provide Peoria with a fifteen (15) minute notice prior to its arrival at the Peoria Communications Center.

- 2.6 Time Length of Relocation. There is no maximum time limit for how long Surprise may relocate at the Peoria Communications Center. However, both parties acknowledge the intent is that this relocation be of a temporary duration ending as soon as Surprise can once again begin using its Communications Center.
- 2.7 Surprise access to Communications Center.
- A. Upon requesting permission to relocate or as soon as possible thereafter, the Surprise Communications Manager or designee shall provide to the Peoria Communications Manager or designee a roster of names and ID numbers of Surprise employees who will be relocating to the Peoria Communications Center.
 - B. Surprise employees will access the Communication Center through the Police Department lobby, Monday through Friday, 0700 to 1800 hours. They will wait for an escort into the Communications Center from Peoria staff.
 - C. During hours when the Police Department lobby is not open, Surprise employees will access the Communications Center using the red phone outside the police department lobby to contact the Communications Center to let them know of their arrival. They will then wait for an escort into the Communications Center from Peoria staff.
 - D. When working at the Peoria Communications Center pursuant to this Agreement, Surprise employees will carry their department issued identification cards at all times and will display that identification card upon request by any Peoria employee.
- 2.8 Surprise employee conduct. Surprise employees will follow the City of Surprise Employee Policy Manual as well as all Surprise Police Department policies and procedures, including Code of Ethics – ROC-01 and Rules of Conduct, Performance & Attendance – ROC-02. Surprise will be solely responsible for the supervision of Surprise employees and for their conduct.

3. *Hold Harmless and Indemnification*

- 3.1 Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that Party to the extent arising from any negligent, reckless or intentional act or omission by any of that Party's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 3.2 Each Party shall be solely responsible for the costs of repair of damage to equipment caused by that Party.

- 3.3 Each Party (an "Indemnitor") shall indemnify, hold harmless, and defend each other Party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost or judgment made against the Indemnified Parties to the extent arising from any negligent, reckless or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 3.4 In the event of any lawsuit that names more than one Party as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.
- 3.5 The Parties further agree that they are not joint employers for the purpose of workers compensation coverage and that any Party assigned to carrying out the obligations of the Agreement shall remain an employee of such Party.

4. Insurance

- 4.1 The Parties mutually agree to provide for their respective financial responsibilities as respects liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program.

5. Agreement Modification and Integration

- 5.1 To be effective, any modification of this Agreement must be in writing and signed by the Parties.
- 5.2 This Agreement, including the attachments and any amendments and such other documents as are specifically incorporated by reference, represents the entire understanding of the Parties with respect to the matters contained herein. Oral or written commitments not contained herein shall have no force or effect and shall not alter any term or condition of this Agreement.

6. *Termination of Agreement and Assignment*

- 6.1 Termination. Any Party wishing to terminate participation prior to the end of the 10-year term must provide, not less than ninety (90) days prior, written notice of intent to terminate to the other party.
- 6.2 Assignment. No party may assign its rights and obligations under this Agreement.

7. *Disputes*

All Parties to this Agreement shall make every effort to resolve disputes with the Parties involved. If settlement is not obtained, these parties shall consider mediation or arbitration.

8. *No Third Party Rights Created*

Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

9. *General Terms*

- 9.1 No member, official or employee of the any of the Parties may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.
- 9.2 Each Party warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.
- 9.3 No member, official or employee of any Party will be personally liable to the other Parties, or any successor in interest, in the event of any default or breach by that Party or for any amount which may become due to another Party, or on any obligation under the terms of this Agreement.
- 9.4 Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 9.5 If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this

Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

- 9.6 The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- 9.7 Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement and a party may be subject to penalties up to and including termination of the Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO DO AFFIX THEIR SIGNATURES:

**{SIGNATURES OF THE RESPECTIVE PARTNERING AGENCIES ARE SET FORTH
ON TWO SEPARATE PAGES FOLLOWING THIS PAGE}**

CITY OF PEORIA

BY: _____

ITS: Mayor Jason Beck

DATE 6/17/25

ATTEST:

Agnes Goodwine
PEORIA CITY CLERK



CERTIFICATION BY LEGAL COUNSEL

The foregoing Radio Subscriber Support Services Intergovernmental Agreement between and among the City of Peoria and the City of Surprise, is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Brad K. Keph for
PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: Mayor _____

DATE _____

ATTEST:

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Radio Subscriber Support Services Intergovernmental Agreement between and among the City of Peoria and the City of Surprise, is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SURPRISE CITY ATTORNEY



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 5, 2025

Contact Person: Sandy Simmons, Finance Director,
Erick Martin, Assistant Director

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to declaring intent to be reimbursed from future bond proceeds in connection with certain capital expenditures relating to public safety and transportation projects.
Resolution #2025-45.

Motion:

I move to approve Resolution #2025-45.

Background:

A special bond election was duly called and held in and for the City on November 7, 2023, the purpose of which was to authorize the Mayor and Council of the City to issue and sell \$100,000,000 in aggregate principal amount of general obligation bonds of the City ("Series 2024 Bonds") for financing the costs of various capital projects relating to public safety and transportation. The first issuance and sale of \$27,000,000 in bond proceeds was authorized by the Mayor and Council on August 6, 2024. The second issuance and sale of this authorization is expected to be approximately \$73,000,000 in bond proceeds to occur in fiscal year 2028. Prior to the second issuance, the City expects to incur additional expenditures related to public safety and transportation projects that will be reimbursed from the second issuance of bond proceeds.

Objective Analysis:

Reimbursable expenditures for capital projects related to public safety and transportation are consistent with the authorization of the electorate of the City of Surprise from the November 7, 2023 election.

Policy Compliant:

This action is consistent with City and Council policy.

Financial Impact:

There is no anticipated financial impact related to this item in the current fiscal year. Reimbursement from future bond proceeds will occur in later years.

Budget Impact:

There is no anticipated budget impact related to this item in the current fiscal year. Reimbursement from future bond proceeds will occur in later years.

FTE Impact:

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

ATTACHMENTS:

1. Reimbursement Bonds
 2. Surprise 2025 Reimbursement Resolution 2025-45 (1)
-

WELCOME

Reimbursement Bonds



SURPRISE
ARIZONA

BACKGROUND

- November 7, 2023 – Residents approved issuance of \$100M in bonds
 - Two questions:
 - \$66M – Transportation projects
 - \$34M – Public safety projects
- Repaid through secondary property tax after issuance
- September 4, 2024 – City issued first \$27M
 - Amount timed to keep secondary tax rate the same



BACKGROUND

- Second issuance of \$73M planned September 2027
 - Issuance timed to keep secondary tax rate the same
- Due to timing of projects, we will incur bond eligible costs before the second issuance.
- To reimburse the City with future bond issuance money, we need a resolution stating our intention to do so.



THING TO NOTE

- We are not committing to any additional bonds, bond issuances, or budget amendments or changing any timelines with this resolution. We are simply stating our intent to have bond eligible projects be reimbursed by future bond issuances.



SURPRISE
ARIZONA

BOND COMPLIANCE

- Policies and procedures for tax-advantaged obligations
 - Tax exempt obligations are subject to Internal Revenue Code of 1986
 - Use of proceeds
 - Monitoring and tracking
 - Arbitrage and rebate compliance
- Continuing Disclosure Undertakings
 - Subject to the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12
 - Electronic Municipal Market Access (EMMA) reporting
 - Annual review and reporting requirements
 - Monitor listed events



COUNCIL ACTION

- Resolution declares our official intent to have bond eligible costs reimbursed with future bond issuances.



SURPRISE
ARIZONA

Questions or Comments?

THANK YOU



SURPRISE
ARIZONA

RESOLUTION NO. 2025-45

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO PUBLIC SAFETY AND TRANSPORTATION PROJECTS

WHEREAS, the City of Surprise, Arizona, a municipal corporation of the State of Arizona (the “City”), is authorized and empowered pursuant to law to issue or cause to be issued obligations to finance the costs of various capital facilities or projects (or capital expenditures related thereto) owned or to be owned by the City; and

WHEREAS, it is contemplated that certain expenditures made by the City with regard to capital facilities or projects owned or to be owned by the City with regard to public safety and transportation projects (collectively, the “Project”) will be reimbursed from the proceeds of the sale of obligations to be issued in the future by or on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA:

Section 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

“official intent” means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation;

“original expenditure” means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond; and

“reimbursement bond” means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

Section 2. Official Intent. This Resolution is official intent relating to reimbursement for the original expenditures for the Project which are capital expenditures (being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles) made within sixty (60) days before and any time after the date of this Resolution. The maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for the Project is expected not to exceed \$73,000,000.

Section 3. Reasonableness of Official Intent. On the date of this Resolution, the Mayor and Council of the City have a reasonable expectation (being that a prudent person in the same circumstances would have based on all the objective facts and circumstances) that the City will reimburse such original expenditures with proceeds of such obligations. Official intents have

not been declared by the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the City does not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.

Section 4. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of (i) the date that the original expenditure is paid, or (ii) the date the project is placed in service or abandoned, but in no event more than 3 years after the original expenditure is paid.

Section 5. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the City Clerk, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

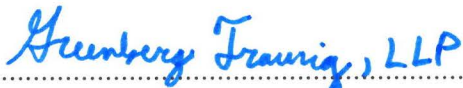
PASSED AND ADOPTED this 5th day of August 2025.

.....
Mayor, City of Surprise, Arizona

ATTEST:

.....
City Clerk, City of Surprise, Arizona

APPROVED AS TO FORM:


.....
Greenberg Traurig, LLP, Bond Counsel



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department: Legal
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Consideration and Action to authorize the City Attorney, or his designee, to initiate litigation against Mr. Lee Garcia and AALL Insurance.

Motion:

I move to authorize the City Attorney, or his designee, to initiate litigation against Mr. Lee Garcia and AALL Insurance.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department: Legal
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Consideration and Action to authorize the City Attorney, or his designee, to file a Third-Party Complaint in the matter of *Williams v. City of Surprise, et al.*, pending in the United States District Court for the District of Arizona.

Motion:

I move to authorize the City Attorney, or his designee, to file a Third-Party Complaint in the matter of *Williams v. City of Surprise, et al.*, pending in the United States District Court for the District of Arizona.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department: Legal
Staff Recommendations:

Contact Person:
District: Internal

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

Consideration and Action to recess into Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3) and (4) for the purpose of discussion or consultation for legal advice with the City Attorney for consideration of the City's position and possible instruction to the City Attorney regarding the initiation of litigation against Mr. Lee Garcia and AALL Insurance.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 5, 2025
Submitting Department: Legal
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Consideration and Action to recess into Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3) and (4) for the purpose of discussion or consultation for legal advice with the City Attorney for consideration of the City's position and possible instruction to the City Attorney regarding the filing of a Third-Party Complaint in the matter of *Williams v. City of Surprise, et al.*, Case No. 2:25-cv-01937-PHX-MTL.

Motion:

I move to authorize the City Attorney, or his designee, to file a Third-Party Complaint in the matter of *Williams v. City of Surprise, et al.*, pending in the United States District Court for the District of Arizona.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
