



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

Tuesday, October 21, 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

E. City Manager Report

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

F. City Clerk Report

- | | | | |
|----|----------|---|---------------------------------|
| 1. | Citywide | Consideration and action to approve the recommendation for reappointment of Kady McCarthy to the Library Advisory Commission for the four-year term expiration on June 30, 2029. | Kristi Passarelli
City Clerk |
| 2. | Citywide | Consideration and action to approve the recommendation for reappointment of Desiree VanLoon to the Library Advisory Commission for the four-year term expiration on June 30, 2029. | Kristi Passarelli
City Clerk |
| 3. | Citywide | Consideration and action to approve the recommendation for appointment of MaryAnne Riodique to the Library Advisory Commission for the four-year term expiration on June 30, 2029. | Kristi Passarelli
City Clerk |
| 4. | Citywide | Consideration and action to approve the recommendation for reappointment of Michael Wallace to the Parks & Recreation Advisory Commission for the four-year term expiration on June 30, 2029. | Kristi Passarelli
City Clerk |
| 5. | Citywide | Consideration and action to approve the recommendation for reappointment of Charles Manuel to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2029. | Kristi Passarelli
City Clerk |
| 6. | Citywide | Consideration and action to approve the recommendation for reappointment of Madelyn Pritchard to the Judicial Selection Advisory Commission for the four-year term expiration on June 30, 2029. | Kristi Passarelli
City Clerk |

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

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| 7. | Internal | Consideration and action to approve the October 7th, 2025 City Council Work Session, and Regular City Council Meeting Minutes. | Kristi Passarelli
City Clerk |
| 8. | Citywide | Consideration and action authorizing the City Manager to amend the FY2026 Budget to reinstate P65370 - Waddell Rd. Fiber Optic Connection project and move budget in the amount of \$500,000 and revise the Contract Awarding Authority List to complete the grant funded project. Resolution 2025-111. | Eric Boyles
Transportation |
| 9. | District 3 | Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-PRASADASWTWATER210 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2025-124. | Kristin Tytler
Public Works |
| 10. | District 1 | Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-RANCHO MERCADO NORTH 181 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2025-125. | Kristin Tytler
Public Works |
| 11. | District 1 | Consideration and Action on accepting a Drainage Easement from Asante Development Partners LLC along 163 rd Avenue and Happy Valley Road. | Lloyd Abrams
Community Development |
| 12. | District 1 | Consideration and action on granting a utility easement to APS for service at the Rancho Mercado Well Site #2 near Happy Valley Road and McMicken Way. | Lloyd Abrams
Community Development |
| 13. | District 1 | Consideration and action on accepting Right of Way from Arizona State Land Department for Deer Valley Road from 195 th Avenue to 211 th Avenue. | Lloyd Abrams
Community Development |
| 14. | Internal | Consideration and action pertaining to approval of an amendment to an Intergovernmental Agreement (IGA) with the City of Mesa for Fire Service Training; Resolution #2025-109. | Kevin Spirlong
Fire - Medical |
| 15. | Citywide | Consideration and action authorizing submission of the Request for Waiver from the requirement of posting the statutory deposit to the Industrial Commission of Arizona. | Digger Oster
Human Resources |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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|-----|------------|--|---------------------------------|
| 16. | District 3 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 359432, requested by John Anthony Beerling, for Someburros located at 16487 W Cactus Rd, Surprise, AZ 85388 for a new Series 12 Liquor License. | Kristi Passarelli
City Clerk |
|-----|------------|--|---------------------------------|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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|-----|----------|---|--|
| 17. | Citywide | Consideration and action pertaining to approval of Amendment No. 1 to the Intergovernmental Agreement with Maricopa County for homeless services; amending the Fiscal Year 2026 budget by moving budget in the amount of \$300,000 from General Contingency to the Grants Fund; and revising the Contract Awarding Authority List; Resolution 2025-108. | Adam Lane
Human Svcs and
Comm Vitality |
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|-----|----------|---|---|
| 18. | Citywide | Consideration and action authorizing the Mayor and Council to accept SPA 2 North Water Tank Turnover and Development Agreement with Lennar Communities Development, LLC. Resolution # 2025-112. | Michael Boule
Water Resource
Management |
|-----|----------|---|---|

H. Call To The Public

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

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

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

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

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

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

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

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

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

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, October 16th, 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: October 21, 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: October 21, 2025
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
City Manager sub-text

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action to approve the recommendation for reappointment of Kady McCarthy to the Library Advisory Commission for the four-year term expiration on June 30, 2029.

Motion:

I move to approve the recommendation for reappointment of Kady McCarthy to the Library Advisory Commission for the four-year term expiration on June 30, 2029.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action to approve the recommendation for reappointment of Desiree VanLoon to the Library Advisory Commission for the four-year term expiration on June 30, 2029.

Motion:

I move to approve the recommendation for reappointment of Desiree VanLoon to the Library Advisory Commission for the four-year term expiration on June 30, 2029.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action to approve the recommendation for appointment of MaryAnne Riodique to the Library Advisory Commission for the four-year term expiration on June 30, 2029.

Motion:

I move to approve the recommendation for appointment of MaryAnne Riodique to the Library Advisory Commission for the four-year term expiration on June 30, 2029.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action to approve the recommendation for reappointment of Michael Wallace to the Parks & Recreation Advisory Commission for the four-year term expiration on June 30, 2029.

Motion:

I move to approve the recommendation for reappointment of Michael Wallace to the Parks & Recreation Advisory Commission for the four-year term expiration on June 30, 2029.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action to approve the recommendation for reappointment of Charles Manuel to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2029.

Motion:

I move to approve the recommendation for reappointment of Charles Manuel to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2029.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action to approve the recommendation for reappointment of Madelyn Pritchard to the Judicial Selection Advisory Commission for the four-year term expiration on June 30, 2029.

Motion:

I move to approve the recommendation for reappointment of Madelyn Pritchard to the Judicial Selection Advisory Commission for the four-year term expiration on June 30, 2029.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 21, 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
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Agenda Wording:

Consideration and action to approve the October 7th, 2025 City Council Work Session, and Regular City Council Meeting Minutes.

Motion:

I move to approve the September 2nd, 2025 City Council Work Session, and Regular City Council Meeting Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 100725 Regular City Council Minutes DRAFT
 2. 100725 City Council Work Session Minutes DRAFT
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CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, October 7, 2025 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Sartor called the Regular Council Meeting of October 7th, 2025 to order at 6:30 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

The Invocation was led by Garth Wagenman.

B. Roll Call

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

C. Pledge of Allegiance

City of Surprise Storm Swim Team led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

2. Domestic Violence Awareness Month

Mayor Sartor proclaimed that it was Domestic Violence Awareness Month, he presented the proclamation to the HOPE Women's Center.

E. City Manager Report

3. City Manager sub-text

4. Reports

City Manager, Bob Wigenroth, presented Shelby Fenwick. Shelby introduced the Youth Council Members.

Maisey Donick, Paradise Honors
Phoebe Gardner, Shadow Ridge High School

F. City Clerk Report

5. Election Update

City Clerk, Kristi Passarelli, gave an update about the current election.

6. Reports

G. Regular City Council Meeting Agenda

7. CONSENT AGENDA:

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

1. Consideration and action to approve the September 16th, 2025 City Council Work Session, and Regular City Council Meeting Minutes.
2. Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$5,600 for acceptance of a grant to continue the Victims' Rights Program (VRP); Resolution #2025-113.
3. Consideration and action pertaining to acceptance of a grant from the Gila River Indian Community and approval of a Fiscal Year 2026 budget amendment by moving budget in the amount of \$20,000; Resolution 2025-117.
4. Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SURPRISE VALLEY STATION pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2025-110.
5. Consideration and Action on accepting a Special Warranty Deed from Lawrence Hancock for dedication of Right of Way along 162nd Avenue North of Grand Avenue.
6. Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-73-741 along 163rd Avenue at Desert Oasis Boulevard.
7. Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-77-158 along 163rd Avenue at Happy Valley Road.
8. Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-77-159 along 163rd Avenue at Desert Oasis Boulevard and Swayback Pass.
9. Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-79-189 along 163rd Avenue at Yearling Road.
10. Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-79-196 along 163rd Avenue at Prickly Pear Trail and Yearling Road.
11. Consideration and Action on accepting a Special Warranty Deed from Desert Oasis of Surprise Master Association for parcel 503-79-201 along 163rd Avenue at Prickly Pear Trail.
12. Consideration and Action pertaining to acceptance of a Waterline Easement from Marley Park West, LLC, near Litchfield Road and Waddell Road.

13. Consideration and Action on approving a Non-Exclusive Utility Easement from Maricopa County Flood Control District, along the access road to the SPA 2 Wastewater Treatment Facility.
14. Consideration and action pertaining to authorizing acceptance of six (6) grant awards from the Arizona Governor's Office of Highway Safety (GOHS) and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$200,300; Resolution #2025-122.
15. Consideration and action pertaining to the acceptance of the Immersive Surprise Library Services and Technology Act (LSTA) award from Arizona State Library, Archives and Public Records to support library services and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$8,000; Resolution #2025-119.
16. Consideration and action pertaining to the acceptance of a VOX Kids Library Services and Technology Act (LSTA) award from Arizona State Library, Archives and Public Records to provide library supplies and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$8,000; Resolution #2025-121.
17. Consideration and action pertaining to the acceptance of a Surprise STREAM for Youth Library Services and Technology Act (LSTA) award from Arizona State Library, Archives and Public Records to provide library supplies and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$8,000; Resolution #2025-120.
18. Consideration and action pertaining to the acceptance of a State Grants-in-Aid (SGIA) award from Arizona State Library, Archives and Public Records to support library services and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$14,000; Resolution #2025-118.
19. Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$14,000 and authorization to accept a grant award from the Arizona Commission on the Arts; Resolution #2025-123.
8. REGULAR AGENDA ITEM - PUBLIC HEARING:
20. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 359495, requested by Jose Antonio Salazar, for Chef Peter's Bistro at Sunvillage located at 17300 N Sun Village Parkway, Surprise, AZ 85374 for a new Series 12 Liquor License.

Vice-Mayor Hastings, talked about Chef Peter and his contributions to the community.

Motion: To Approve

Initiated By: Johnny Melton

Seconded By: Jack Hastings

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

No: None

Abstain: None

Vote Result: Passed

21. Consideration and action pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code related to home occupations. Ordinance 2025-16. Case # FS25-0655.

Community Development Director, Lloyd Abrams; and Assistant Director, Mindy Davis came to present this item. She talked about the Background, Neighborhood Outreach, Planning & Zoning Recommendation, and Text Amendment Timeline.

Councilmember Greenberg, talked about using permissive and prohibited language. He asked photo studios and why they are it not permitted? Lloyd said it goes back to keeping the residential neighborhood intact. Councilmember Greenberg asked about the difference between professional and personal services? Lloyd said personal services have a tendency to expand, and gave further elaboration.

Motion: To Approve

Initiated By: Patrick Duffy

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

9. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

22. Consideration and action regarding resolution #2025-98 opposing BNSF's rezoning request.

Economic Development Director, Jeanine Jerkovic, came to introduce this item.

Jeffrey August, a Wittman Resident, came to support this resolution.

Dave Weber, a Wittman Resident, came to support this resolution.

Laura Deaver, a Surprise Resident, came to support this resolution.

Lisa Everett, a Surprise Resident, came to support this resolution.

Bud Meador, a Surprise Resident, came to support this resolution.

Timothy La Sota, a Surprise Resident, came to support this resolution.

Kyle Cooper, came on behalf of BNSF.

Mayor Sartor, thanked the residents for coming in to speak. He talked about his previous interactions with BNSF. He talked about supporting responsible growth.

Councilmember Duffy, talked about the traffic and the original intent to annex. He talked about the existing traffic problems.

Councilmember Greenberg, talked about his district and the impact this would have for his residents.

Councilmember Judd, talked about the history of this item, and his experience with BNSF to date. He talked about water rights that BNSF has acquired, and his concerns with this proposed

project.

Councilmember Melton, talked about his existing relationship with BNSF, and how it is now. He talked about the existing facility in El Mirage. He voiced his concerns about the proposed BNSF project.

Councilmember Haney, thanked residents for participating in the meeting. He talked about his concerns with traffic in the region. He talked about having responsible growth within the City. He talked about working for solutions within his district.

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

23. Consideration and action pertaining to the Neighborhood Grant Program Awards for Fiscal Year 2026 as recommended by the Subcommittee on Community Outreach, Partnerships and Grants.

Seth Dyson, came to present this item. He talked about the Program Purpose & Oversight, Program Guidelines, Application Process, Process Timeline, Application Requests, and Program Guidelines.

Mayor Sartor thanked council for their work on this item.

Councilmember Judd, thanked staff for their work on this committee.

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

Alex Christ, a Surprise Resident, came to thank Council for their work. He talked about bonds and overrides.

Petri Ahonen, a Surprise Resident, came to talk about Ground Water Recharge Fees. He also talked about schools and teachers.

I. Other Business and Future Agenda Items

J. City Council Reports

Vice-Mayor Hastings, talked about educators.

Councilmember Haney, talked about educators.

Councilmember Greenberg, talked about his upcoming district meeting.

Councilmember Duffy, thanked the Water Department for a tour.

Councilmember Melton, talked about attending the Dysart school board meeting.

Vice-Mayor Hastings, thanked staff for all their work, and working towards transparency.

Councilmember Judd, thanked the water department for the tour of their spa facility. He talked about his meeting with Project Baccara.

Mayor Sartor, thanked council, staff, and residents.

K. Executive Session

10. Executive Session Items

11. Executive Disclaimer - Part 1

12. Executive Disclaimer - Part 2

13. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn

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

Meeting adjourned at 7:26 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, October 7, 2025**.

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, October 7, 2025 @ 4:30 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Sartor called the City Council Work Session of October 7th, 2025 to order at 4:30 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

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

C. Pledge of Allegiance

Mayor Sartor, led in the Pledge of Allegiance.

D. 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 regarding proposed updates to municipal code, Chapter 58 – Utilities

Water Resource Director, Michael Boule; and Environmental Resource Manager, Amy Peterson came to present this item. They talked about Strategic Priority Alignment, Article V Sewers and Sewage Disposal, Article VI Storm Water Service, and Article VII Water Conservation.

Councilmember Judd, thanked staff for their work on this presentation. He asked about the acronym for FOG? Amy said it was Fats, Oils, and Greases. He asked if this causes issues for the City waste water treatment? Amy said she's familiar with some of the maintenance at the largest plant. Councilmember Judd, asked about the maintenance that a property typically requires. Amy said they have the grease trap serviced every 90 days. Councilmember Judd, asked how enforcement would look for this? Amy said that it's very reactionary, and going forward they would like to get a position to be proactive. Councilmember Judd, asked about billing for stormwater storage fees? Michael said, that they would like to recognize commercial properties that exercise best practices.

Councilmember Melton, asked about high water users and how would the City approach a high water use community? Amy talked about the rebate program that would help with that as well as potential turf removal.

Mayor Sartor, talked about the importance of protecting water within the City. He talked about looking into Bell Road in the future.

2. Presentation and discussion regarding the Surprise Public Library Strategic Plan.

Kelsey Lamphier came to present this item. She talked about the Mission Statement, Department Overview, Strategic Priorities Alignment, Department Strategic Goals, Key Projects & Initiatives, and Challenges & Opportunities.

Vice-Mayor Hastings, thanked staff for their work on this presentation. He talked about the value

that the Library offers to the City.

Councilmember Haney, thanked staff for their work as well.

Mayor Sartor, thanked staff for their work on taking over the library.

3. Presentation and discussion regarding the Human Service & Community Vitality Department Strategic Plan.

Human Services and Community Vitality Director, Seth Dyson, came to present this item. He talked about the Mission Statement, Department Overview, Council Strategic Priorities Alignment, Department Strategic Goals, Key Projects & Initiatives, and Challenges & Opportunities.

Councilmember Judd, talked about the history of this program and how far its come along.

Councilmember Greenberg, thanked staff for their tremendous work.

Councilmember Haney, recognized the effort staff puts into this program.

E. Executive Session

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

F. 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 5:27 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, October 7, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 21, 2025

Contact Person: Eric Boyles, Director -
Transportation

Submitting Department: Transportation

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action authorizing the City Manager to amend the FY2026 Budget to reinstate P65370 - Waddell Rd. Fiber Optic Connection project and move budget in the amount of \$500,000 and revise the Contract Awarding Authority List to complete the grant funded project. Resolution 2025-111.

Motion:

I move to approve resolution 2025-111

Background:

The Waddell Road Fiber Optic Connection project is funded through the Federal Congestion Mitigation and Air Quality (CMAQ) program and administered by the Arizona Department of Transportation (ADOT). The project will install new conduit, pull boxes, and fiber optic cabling along Waddell Road, between Litchfield Road and Bullard Avenue. Once completed, these upgrades will significantly improve the City's Traffic Management Center, enhancing its ability to efficiently monitor and manage traffic along this corridor.

Under the funding agreement, the City is responsible for:

- Covering all design costs,
- Reimbursing ADOT for administrative expenses, and
- Funding 5.7% of the construction costs.

When the Intergovernmental Agreement (IGA) was approved in FY25, construction costs were anticipated to be lower. However, updated estimates now exceed the budget by approximately \$300,000.

Per the agreement, the City is obligated to cover any cost overruns. As the project is still in the design phase and has not yet been bid, cost figures remain preliminary. To address the projected shortfall, the Transportation Department is requesting an additional appropriation of \$500,000 to cover both the anticipated construction cost increase and remaining design expenses.

Objective Analysis:

The objective of these Intelligent Transportation System enhancements along the Waddell Rd. corridor is to more efficiently move, manage and control traffic for the safety of the traveling public.

Policy Compliant:

This action is compliant with City and Council Policy.

Financial Impact:

The City of Surprise secured Congestion Mitigation and Air Quality (CMAQ) funding to cover the majority of the original construction costs for this project. Under the Intergovernmental Agreement (IGA), CMAQ funding will cover 94.3% of the original construction cost estimate, with the City responsible for the remaining 5.7%. At the time of the IGA, construction costs were expected at \$30,743; however per the IGA, the city is responsible for any cost overruns. The designer's Stage III construction estimate indicates that costs will be approximately \$300,000 higher than originally anticipated, which the City must fully fund. As the project is still in the design phase and final costs are subject to change, the Transportation Department is requesting a total appropriation of \$500,000 to cover:

- The City's share of the original project costs.
 - All construction cost increases identified to date.
 - Remaining design costs.
-

Budget Impact:

Project P65370 - Waddell Road Fiber Optic Connection will need to be reinstated for FY2026. This will require an amendment to the budget by moving budget authority of \$500,000 from General Contingency to Project P65370. This action represents a transfer of spending authority and will not increase or decrease the total adopted citywide expenditure budget, thus maintaining fiscal integrity while enabling the department to complete this project.

FTE Impact:

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

ATTACHMENTS:

1. 2025-111 IGA ADOT ITS Equip_101425
-

RESOLUTION # 2025-111

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$150,000 FROM GENERAL FUND CONTINGENCY TO REESTABLISH PROJECT P65370 WADDELL ROAD FIBER OPTIC CONNECTION TO COVER THE MATCH & DESIGN REVIEW COSTS AND AMENDING THE FISCAL YEAR 2026 CONTRACT AWARDING AUTHORITY LIST BY INCREASING THE WADDELL ROAD FIBER OPTIC CONNECTION ITEM BY \$500,000.

WHEREAS, the City was awarded a FY25 grant through the Maricopa Association of Governments for the Waddell Road Fiber Optic Connection Project;

WHEREAS, the grant included federal aid funds in the amount of \$511,923 with a 5.7% local match totaling \$30,943;

WHEREAS, the City entered into an IGA with the Arizona Department of Transportation to administer the project which included a provision that the final cost estimate may exceed the initial estimate, and in such case, the City is responsible for and agrees to pay, the difference prior to bid advertisement;

WHEREAS, the FY2026 budget was adopted without funding for P65370 Waddell Road Fiber Optic Connection;

WHEREAS, the City must provide funding for the required local match, ADOT Project Management & Design Review Costs, and any construction cost overages currently estimated to be in the amount of \$500,000;

WHEREAS, the City plans to apply for Maricopa Association of Governments FY26 closeout funds to offset the increase in project construction costs. If awarded, the City would only be responsible for the 5.7% local match which will be covered with this budget amendment;

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 require the approval of the Mayor and Council for budget amendments of this nature; and

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

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

Section 1. That the statements and schedules attached as *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. 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 _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-XX
Exhibit A

1. Appropriation - The allocation listed below represents a movement of budget authority in the amount of \$500,000 from the Contingency Fund to Project P65370 Waddell Road Fiber Optic Connection. This will reestablish the project and cover the match and increased construction costs associated with an ADOT grant to complete one mile of ITS conduit and fiber optic cable along Waddell Road between Litchfield Road and Bullard Avenue. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	78,797,000	(500,000)	78,297,000
General Capital Projects Fund	Transportation	#P65370 Waddell Road Fiber Optic Connection	E	-	500,000	500,000
Expense Total				78,797,000	-	78,797,000
Revenue Total				-	-	-

RESOLUTION # 2025-XX
Exhibit B

1. Contract Awarding Authority List –The additional amount will reinstate the project and cover the match, ADOT project management and design review costs to complete one mile of ITS conduit and fiber optic cable along Waddell Road between Litchfield Road and Bullard Avenue.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26345	Waddell Road Fiber Optic Connection	\$-	\$500,000	\$500,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 3

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

Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-PRASADASWTWATER210 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2025-124.

Motion:

I move to approve Resolution No. 2025-124.

Background:

SU-PRASADASWTWATER210 was formed May 7, 2024 (Resolution 2024-64). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgagees and other lien holders. Fourteen existing streetlights are proposed within this enlargement which are all on collector roads and will be billed to SU-PRASADASWTWATER210 SLID.

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 enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of ad valorem of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:

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 assure 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 enlargement is illuminated, the City will begin levying the SLID to cover the additional 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 enlargement is not illuminated, there is no revenue or expense budgeted in FY2026 nor are there budgets planned for FY2027 for the SLID. If the enlargement of the SLID is illuminated in FY2026 or FY2027, expenses will be charged to the SLID and recouped with a future levy.

FTE Impact:

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

ATTACHMENTS:

1. 01 RES 2025-124 SLID Enlargement Village at Prasada
 2. 02 SLID Petitions - Village at Prasada
 3. 03 Council Map Kamarata
-

RESOLUTION # 2025-124

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, SU-PRASADASWTWATER210 LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on May 7, 2024, the Mayor and City Council of the City of Surprise adopted Resolution No. 2024-64, ordering the formation of the CITY OF SURPRISE, ARIZONA, SU-PRASADASWTWATER210 LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID") when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. District Enlargement. The CITY OF SURPRISE, ARIZONA, SU-PRASADASWTWATER210 LIGHTING IMPROVEMENT DISTRICT shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2027 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

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"

DESCRIPTION

STREET LIGHT IMPROVEMENT DISTRICT

A portion of the Northwest Quarter of Section 13, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the Center Quarter Corner of said Section 13 from which the North Quarter Corner of said Section lies North 00°23'34" East 2637.74 feet;

Thence South 89°46'35" East 171.30 feet to the POINT OF BEGINNING;

Thence North 00°23'44" East 660.24 feet;

Thence North 05°16'03" East 532.71 feet;

Thence South 84°44'32" East 360.81 feet;

Thence North 90°00'00" East 335.69 feet;

Thence North 00°02'20" East 290.74 feet;

Thence North 90°00'00" East 117.34 feet to the beginning of a tangent curve, concave northerly, having a radius of 1155.00 feet;

Thence easterly along the arc of said curve through a central angle of 13°49'32" a distance of 278.80 feet;

Thence along a non-tangent line North 77°52'51" East 55.00 feet;

Thence South 12°06'57" East 99.65 feet to the beginning of a tangent curve, concave westerly, having a radius of 1200.00 feet;

Thence southerly along the arc of said curve through a central angle of 12°21'28" a distance of 258.82 feet;

Thence South 00°14'18" West 1063.17 feet;

Thence North 89°45'42" West 1238.95 feet to the POINT OF BEGINNING.

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

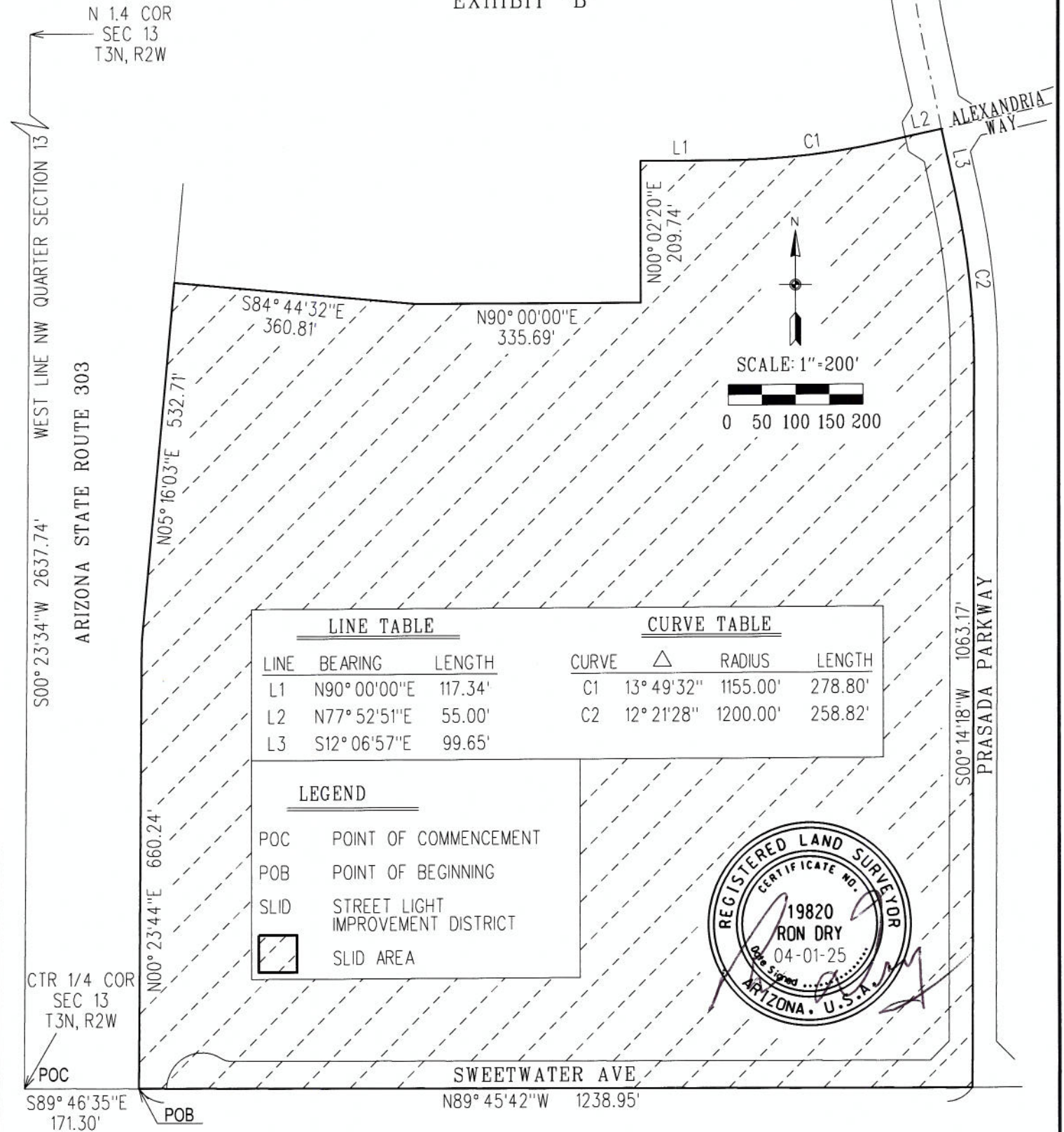
End of description



EXHIBIT B

Map

EXHIBIT "B"



STREET LIGHT IMPROVEMENT
DISTRICT
SU-PRASADASWTWATER 210



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT * 25012

DRAWN BY RCD

DATE 04-01-25

SHEET 1 OF 1
Page 37 of 274

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

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, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit 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 enlarge the existing District, 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.

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 enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor and Council believe is proper and necessary.

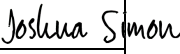
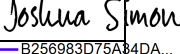
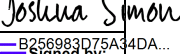
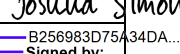
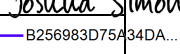
The name of the existing street light improvements district to be enlarged:

SU-PRASADASWTWATER210

(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
SH UTE III LLC	13400 N Prasada Pkwy	501-11-963	Joshua Simon Signed by: B256983D75A34DA... <i>Joshua Simon</i>
SH UTE III LLC	13290 N Prasada Pkwy	501-11-980	Joshua Simon Signed by: B256983D75A34DA... <i>Joshua Simon</i>
SH UTE III LLC	13220 N Prasada Pkwy	501-11-989	Joshua Simon Signed by: B256983D75A34DA... <i>Joshua Simon</i>
SH UTE III LLC	13260 N Prasada Pkwy	501-11-981	Joshua Simon Signed by: B256983D75A34DA... <i>Joshua Simon</i>

SH UTE III LLC	13030 N Prasada Pkwy	501-11-987	Joshua Simon	Signed by:  B256983D75A34DA...
SH UTE III LLC	13040 N Prasada Pkwy	501-11-986	Joshua Simon	Signed by:  B256983D75A34DA...
SH UTE III LLC	13050 N Prasada Pkwy	501-11-988	Joshua Simon	Signed by:  B256983D75A34DA...
SH UTE III LLC	13230 N Prasada Pkwy	501-11-965	Joshua Simon	Signed by:  B256983D75A34DA...
SH UTE III LLC	13320 N Prasada Pkwy	501-11-979	Joshua Simon	Signed by:  B256983D75A34DA...
SH UTE III LLC	13350 N Prasada Pkwy	501-11-983	Joshua Simon	Signed by:  B256983D75A34DA...

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

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, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit 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 enlarge the existing District, 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.

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.

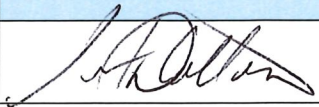
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor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

The name of the existing street light improvements district to be enlarged:

SU-PRASADASWTWATER210

(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
FC SURPRISE LLC	13100 N Prasada Pkwy	501-11-956	



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			
			Investment by Company	Investment by Others		
			Height			
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.

Village at Prasada

Street Lights:

Street Light Pole



14 existing pole Collector



SLID Enlargement Boundary





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 21, 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 declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-RANCHO MERCADO NORTH 181 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2025-125.

Motion:

I move to approve Resolution No. 2025-125.

Background:

SU-RANCHO MERCADO NORTH 181 was formed in October 15, 2019 (Resolution 2019-126). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgagees and other lien holders. 16 (estimated) new lights are proposed within this enlargement which are collector roads and will be billed to the SU-RANCHO MERCADO NORTH 181 SLID. The arterial roads will be billed to the City's SLID account.

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 enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:

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 assure 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 enlargement is illuminated, the City will begin levying the SLID to cover the additional 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 enlargement is not illuminated, there is no revenue or expense budgeted in FY2026 nor are there budgets planned for FY2027 for the SLID. If the enlargement to the SLID is illuminated in FY2026 or FY2027, expenses will be charged to the SLID and recouped with a future levy.

FTE Impact:

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

ATTACHMENTS:

1. 01 Res 2025-125-SLID Enlargement Kamarata
 2. 02 FS21-148_SLID_Petition Enlargement
 3. 03 FS21-148 Kamarata Streetlight Plans
 4. 04 FS21-148_HVR-147th_Council Map
-

RESOLUTION # 2025-125

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, SU-RANCHO MERCADO NORTH 181 LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on October 15, 2019, the Mayor and City Council of the City of Surprise adopted Resolution No. 2019-126, ordering the formation of the CITY OF SURPRISE, ARIZONA, SU-RANCHO MERCADO NORTH 181 LIGHTING IMPROVEMENT DISTRICT (the “District”) for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, on December 7, 2021, and December 17, 2024, the Mayor and City Council of the City of Surprise adopted Resolutions No. 2021-164 and 2024-157, ordering the enlargement of the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district (“SLID”) when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as “Petitioners”) acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this Resolution, with such boundaries as shown in the map in Exhibit B to this Resolution; and

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement.* The CITY OF SURPRISE, ARIZONA, SU-RANCHO MERCADO NORTH 181 LIGHTING IMPROVEMENT DISTRICT shall be

Resolution No. 2025-125
RFLS # 10275
Rev 03/24

enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2027 will apply to the District as enlarged by this Resolution.

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

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

Name: LOT: 1

North: 986601.2690' East: 559922.6230'

Segment #1 : Line

Course: S0°06'41.918"E Length: 1903.3373'
North: 984697.9353' East: 559926.3318'

Segment #2 : Line

Course: S89°53'17.399"W Length: 1312.2939'
North: 984695.3739' East: 558614.0404'

Segment #3 : Line

Course: N0°08'40.000"W Length: 1914.7229'
North: 986610.0907' East: 558609.2133'

Segment #4 : Line

Course: S89°36'54.601"E Length: 1313.4394'
North: 986601.2689' East: 559922.6231'

Perimeter: 6443.7935' Area: 2506251.55 Sq. Ft.
Error Closure: 0.0001 Course: S35°49'27.623"E
Error North: -0.00008 East: 0.00005

Precision 1: 64437935.0000



ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT "A"
STREET LIGHT IMPROVEMENT DISTRICT
SU-
CITY OF SURPRISE, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2" PK NAIL WITH TAG PLS 22282, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND BRASS CAP FLUSH STAMPED CITY OF SURPRISE, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S00°06'42"E A DISTANCE OF 2645.56 FEET;

THENCE, CONTINUING ALONG THE EAST LINE OF SAID SECTION 8, S00°06'42"E A DISTANCE OF 1903.34 FEET;

THENCE, LEAVING THE EAST LINE OF SAID SECTION 8, S89°53'17"W A DISTANCE OF 1312.29 FEET;

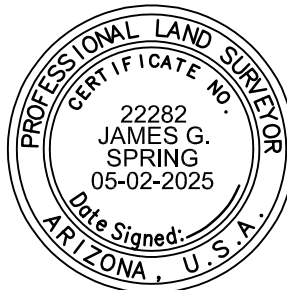
THENCE, N00°08'40"E A DISTANCE OF 1914.72 FEET TO THE NORTH LINE OF SAID SECTION 8;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 8, S89°36'55"E A DISTANCE OF 1313.44 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 2,506,251 SQUARE FEET OR 57.54 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 24004213
DATE: MAY 2ND, 2025



A handwritten signature in black ink, appearing to read "James G. Spring", written over the surveyor's seal.

EXHIBIT B

Map

EXHIBIT "B"
STREET LIGHT IMPROVEMENT DISTRICT
SU-
CITY OF SURPRISE, ARIZONA

HAPPY VALLEY RD
S89°36'55"E 2626.94'

1313.47'

N1/4 COR
SEC 8, T.4N., R.1W.,
FOUND 2" ALUMINUM CAP
STAMPED RLS 36562

1313.44'

NE COR
SEC 8, T.4N., R.1W
FND PK NAIL WITH
TAG PLS 22282
"POB"

STATE TRUST LAND
N00°08'40"W 1914.72'

1903.34'

S00°06'42"E 2645.56'

147TH AVE

Scale: 1"=300'



S89°53'17"W 1312.29'

E1/4 COR SEC 8, T.4N., R.1W
FND BRASS CAP FLUSH
STAMPED CITY OF SURPRISE

742.22'

JOB NO. 24004213 DATE: 05-02-2025 SHEET 2 OF 2



EXHIBIT "B"
STREET LIGHT IMPROVEMENT DISTRICT
SU-
CITY OF SURPRISE, ARIZONA

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

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, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit 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 enlarge the existing District, 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.

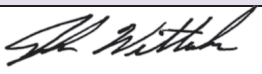
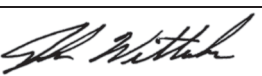
Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed 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 enlarge 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 existing street light improvements district to be enlarged:
SU-RanchoMercadoNorth181

(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
Kamarata Ranch, LLC (John Wittrock)	SWC of W. Happy Valley Road & N. 147th Avenue	503-69-003L	
HV147, LLC (John Wittrock)	SWC of W. Happy Valley Road & N. 147th Avenue	503-69-003L	
Surprise Leased Housing Associates III, LLLP (David S. Searles, Jr.)	24560 N. 147th Avenue Surprise, AZ 85387	503-69-003K	



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		
			Investment by Company	Investment by Others	
			Height		
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	
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	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
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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.

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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.



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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.

ENGINEERS NOTES

- A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
- PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
- 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.
- THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED, IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
- AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
- HORNS CONSULTING LLC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
- SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE NOTES

- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR 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.
- 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 BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
- 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.
- 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.
- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
- 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.
- THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
- 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.
- ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (623) 222-7000.
- 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).
- 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.
- 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.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

CITY ADDITIONAL NOTES

- THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPER'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.
- CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

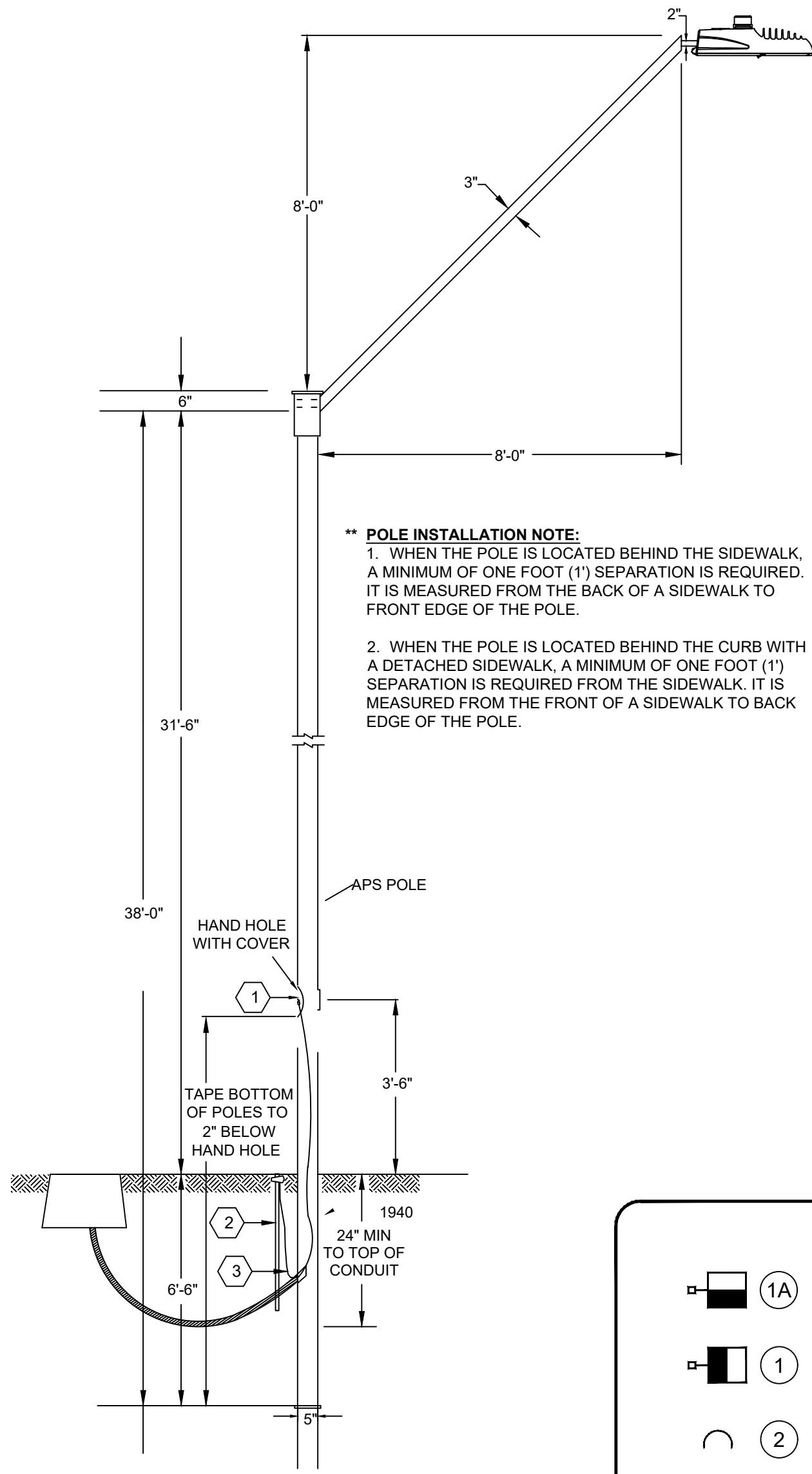


147TH AVENUE STREETLIGHT PLANS
SAN YSIDRO RD TO HAPPY VALLEY RD
SURPRISE, ARIZONA

A PART OF THE OF SECTIONS 8 & 9, TOWNSHIP 4 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

120W LED
(APS 8030)
DETAIL 1A

- GROUND ATTACHMENT
- ROD COPPERCLAD GRD., 5/8" x 8"
- #14 BARE SOLID COPPER

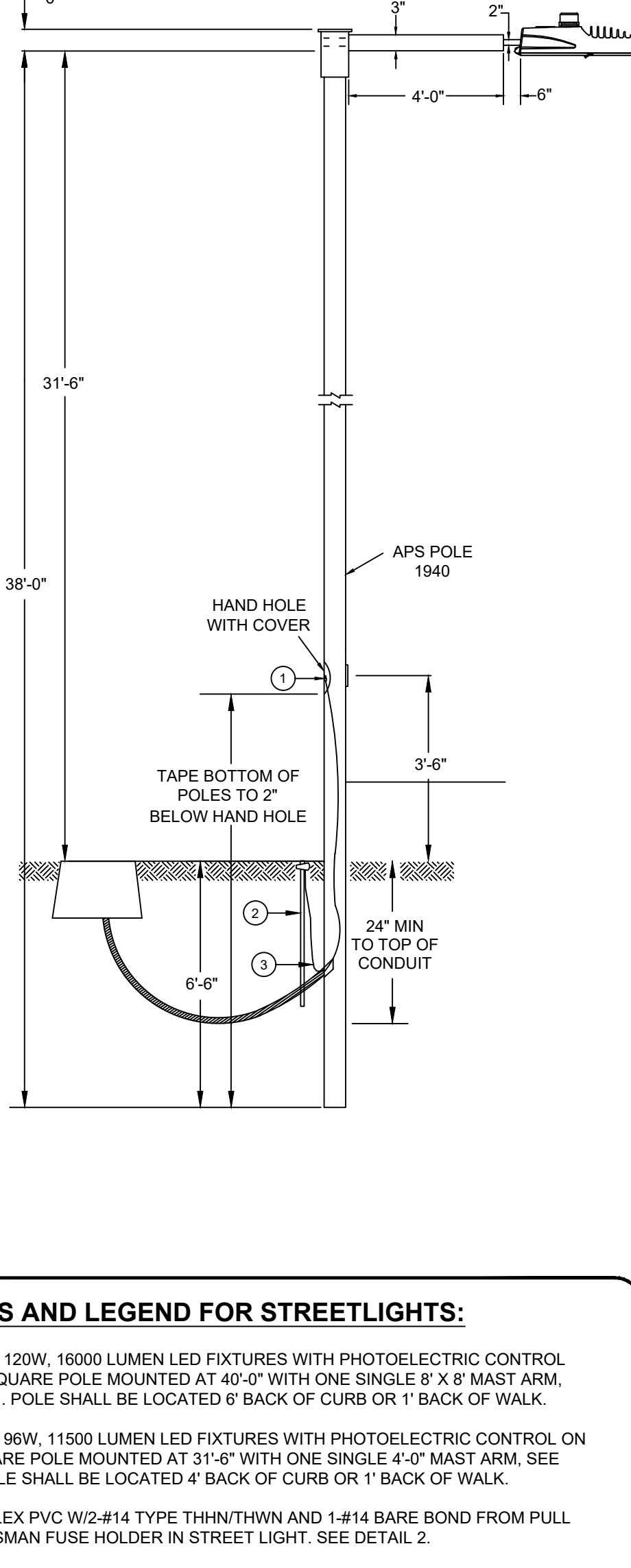


** POLE INSTALLATION NOTE:

- WHEN THE POLE IS LOCATED BEHIND THE SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED. IT IS MEASURED FROM THE BACK OF A SIDEWALK TO FRONT EDGE OF THE POLE.
- WHEN THE POLE IS LOCATED BEHIND THE CURB WITH A DETACHED SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED FROM THE SIDEWALK. IT IS MEASURED FROM THE FRONT OF A SIDEWALK TO BACK EDGE OF THE POLE.

96W LED
(APS 8030)
DETAIL 1

- GROUND ATTACHMENT
- ROD COPPERCLAD GRD., 5/8" x 8"
- #14 BARE SOLID COPPER



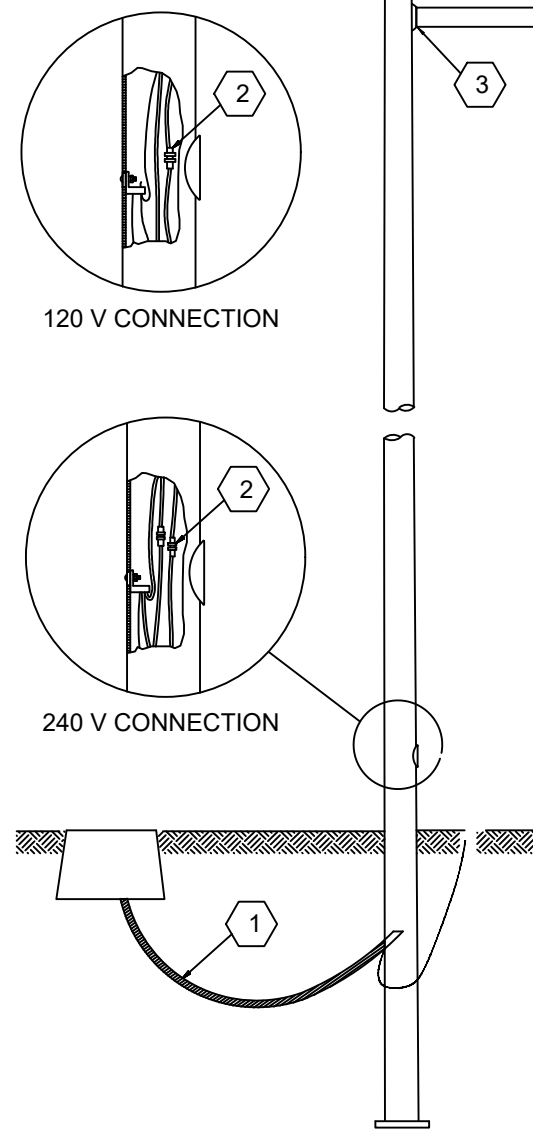
DETAILS AND LEGEND FOR STREETLIGHTS:

- INSTALL ONE 120W, 16000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 40'-0" WITH ONE SINGLE 8' X 8' MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 6' BACK OF CURB OR 1' BACK OF WALK.
- INSTALL ONE 96W, 11500 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 31'-6" WITH ONE SINGLE 4'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

(APS 8130)
DETAIL 2

TO BE USED IN CONJUNCTION WITH
WITH LED LIGHTS
AS SHOWN IN DETAILS #1

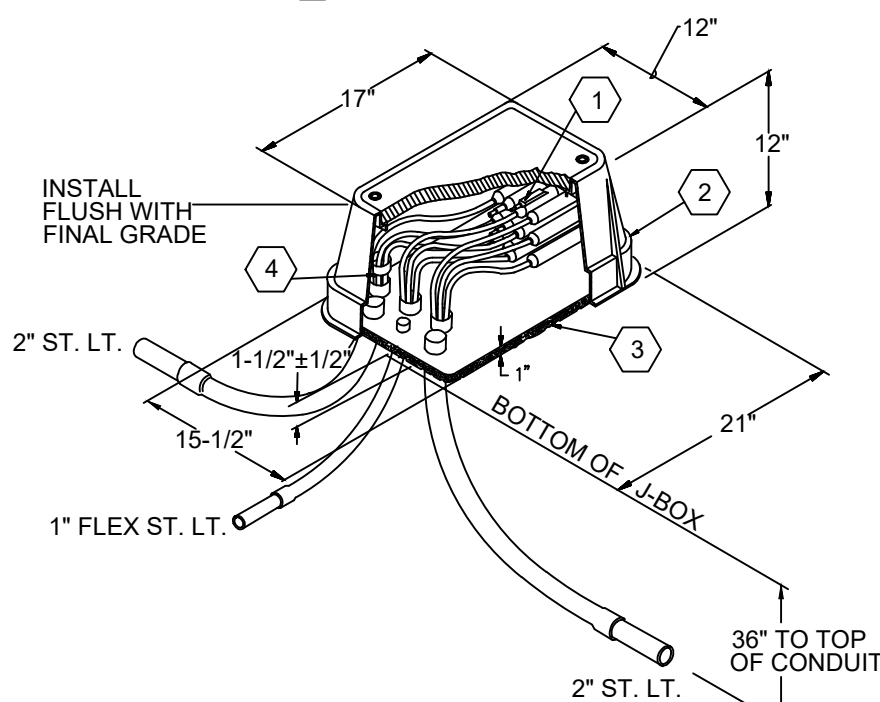
- 1" FLEX CONDUIT
- IN-LINE FUSE HOLDER WITH 15AMP FUSE
- CONNECT BUTT-SPICE #16-#14



(APS 8655)
DETAIL 3

TO BE USED IN CONJUNCTION WITH
WITH LED LIGHTS
AS SHOWN IN DETAILS #1

- SET SCREW INSULATED JUNCTION BAR
- JUNCTION BOX 10"X15"X12"
- CONCRETE GROUT PREMIX
- I.D. RINGS (FEED, POLES)



UTILITY COORDINATION LIST

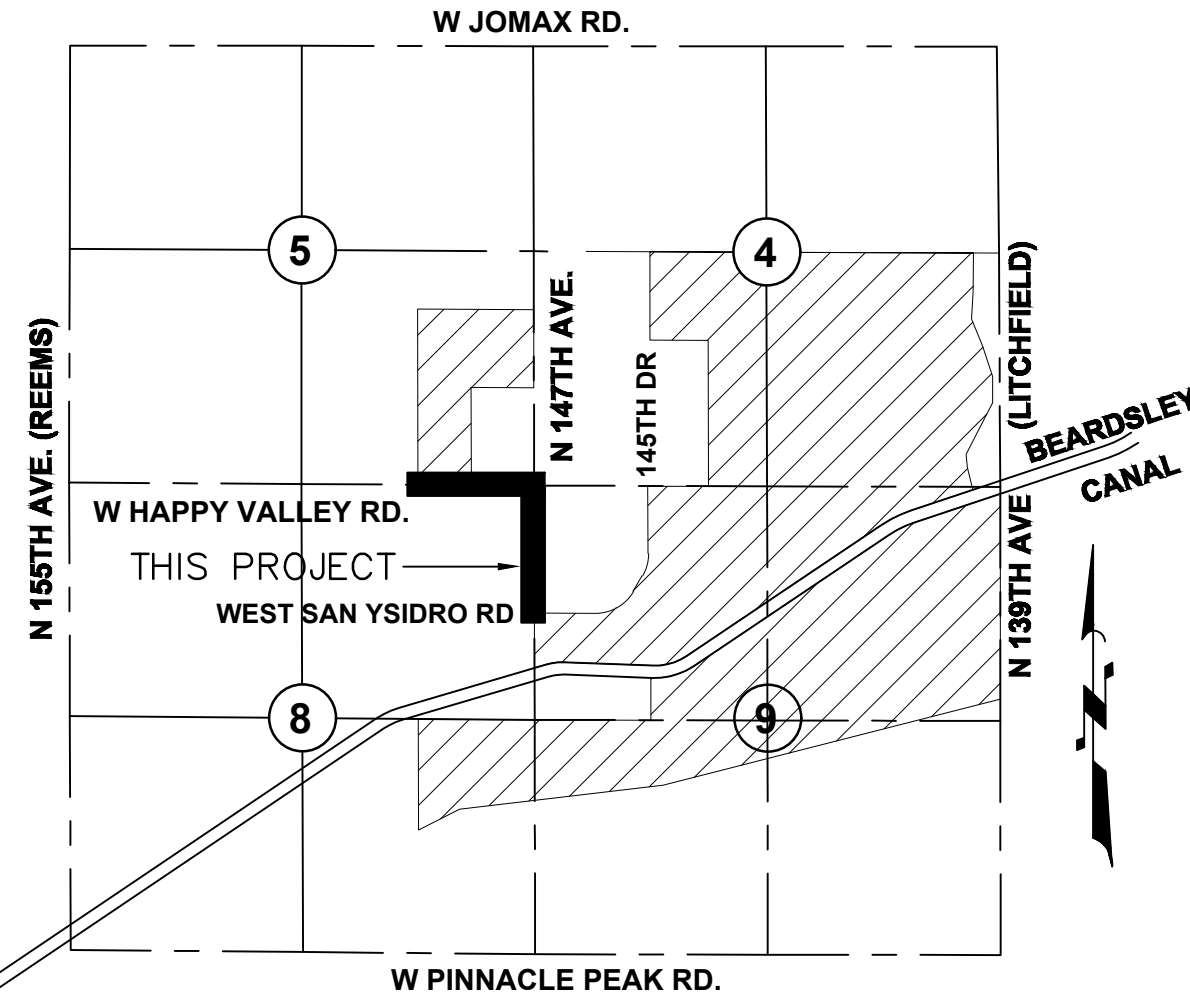
DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	5-14-2025
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	5-14-2025
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	5-14-2025
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(623) 322-7215	5-14-2025

* CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

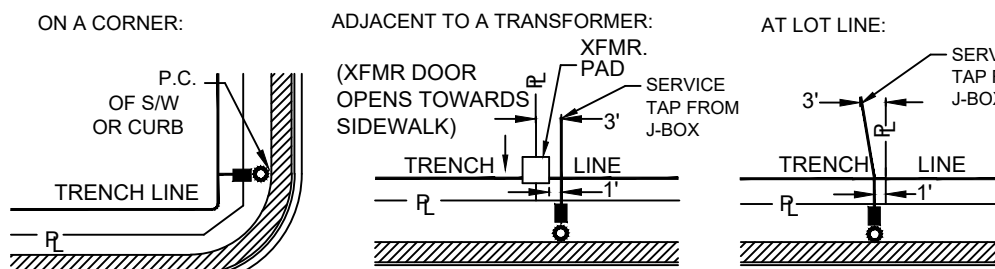
INDEX

- COVER SHEET
- LIGHTING LAYOUT
- PHOTOMETRICS
- PHOTOMETRICS
- PHOTOMETRICS

VICINITY MAP
N.T.S.



TYPICAL STREET LIGHT LOCATIONS



NOTES:

- WHEN SOURCE IS ON THE SAME SIDE OF THE STREET, J-BOX TO BE PLACED ON BACK SIDE OF POLE. WHEN SOURCE IS ON OPPOSITE SIDE OF STREET, J-BOX TO BE PLACED ON SIDE OF POLE WHERE TRAFFIC IS APPROACHING. J-BOX TO BE 2' MIN. AND 3' MAX. FROM Q. OF POLE.
- LOCATE POLES 1' BEHIND SIDEWALK (OR 4' BEHIND CURB IF NO SIDEWALK IS PLANNED). IF CITIES/MUNICIPALITIES REQUIREMENTS ARE DIFFERENT, THEY SHALL GOVERN.
- LOCATE POLE ON RIGHT SIDE OF TRANSFORMER TO MAINTAIN TRANSFORMER OPERATING SPACE. (AS SHOWN IN ADJACENT TO TRANSFORMER DETAIL.)

■ DESIGNATES J-BOX
● DESIGNATES POLE

DEVELOPER

PALOMA CREEK WATER COORDINATOR, LLC
18835 N THOMPSON PEAK PARKWAY,
SUITE #215
SCOTTSDALE, ARIZONA 85255
PHONE: (602) 469-8050
CONTACT: JOHN WITTRICK

ELECTRICAL ENGINEER

HORNS CONSULTING, LLC
1243 E. MURIEL DRIVE
PHOENIX, ARIZONA 85022
PHONE: (602) 256-8990
CONTACT: DOUG HORNING
& GREG LARSON, P.E.

CIVIL ENGINEER

ATWELL
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85208
PHONE: (480) 218-8831
CONTACT: MICHAEL PARK, PE

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

Horns Consulting, LLC

www.hornsconsulting.com
Phone: (602)256-8990
E-mail: doug@hornsconsulting.com

5223 W. Desperado Way, Phoenix, Arizona 85083

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	BALLAST	PHOTOMETRIC	LUMINAIRE
1A	■	ARTERIAL	5	40'-0"	38'-0"	8' X 8'	16,000	LED	120W	240V	4000K	TYPE III	ERL2-0-16-C3-40-A-DKBZ
1	■	COLLECTOR	11	31'-6"	38'-0"	4'-0"	11,500	LED	96W	120V	REACTOR HPF	TYPE III	ERLH-0-11-C3-30-A-DKBZ
2	○	ITEM DESCRIPTION											
2	○	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

** 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 SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

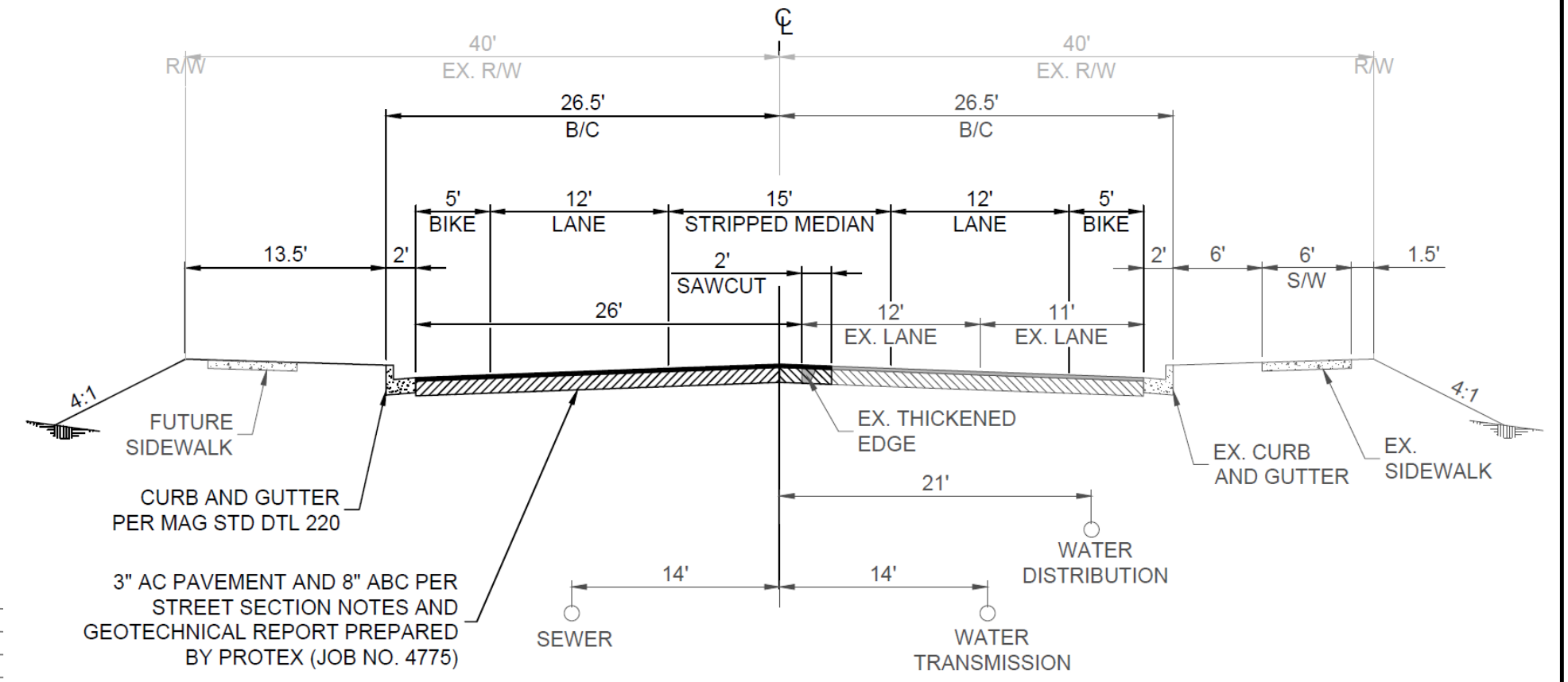
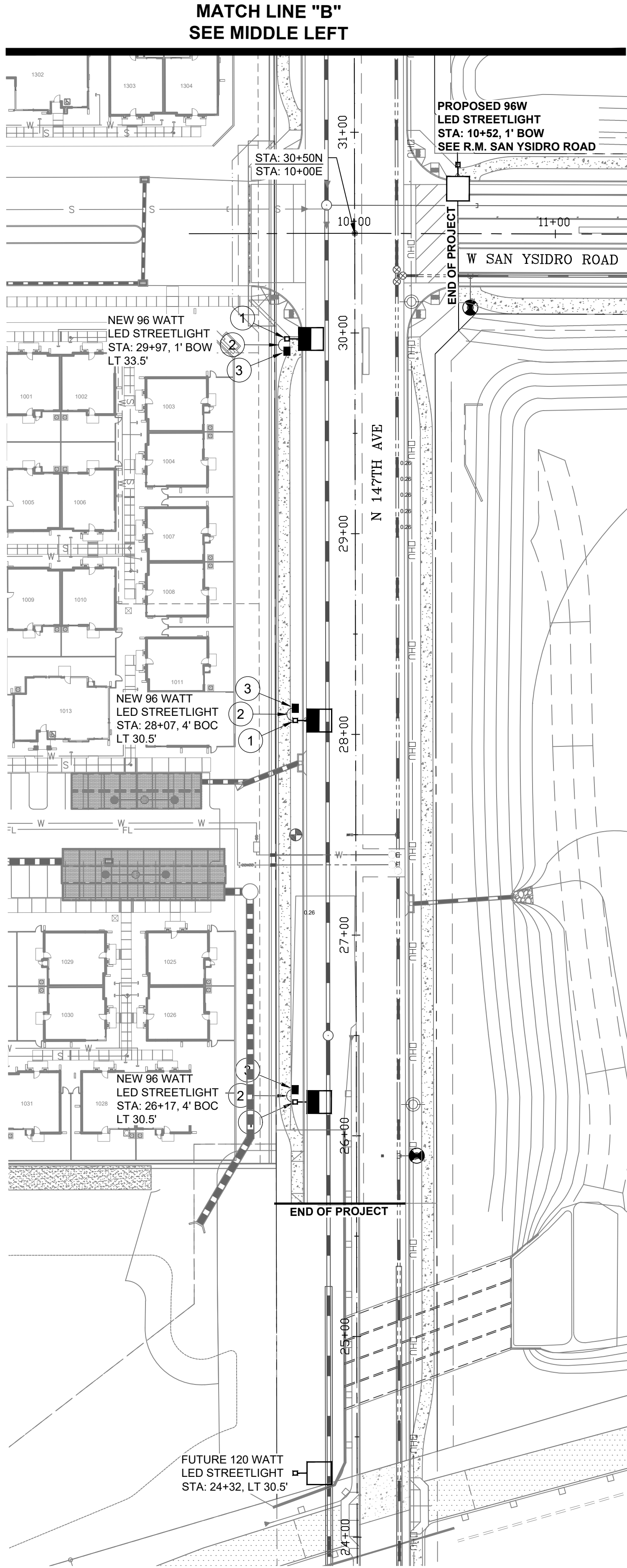
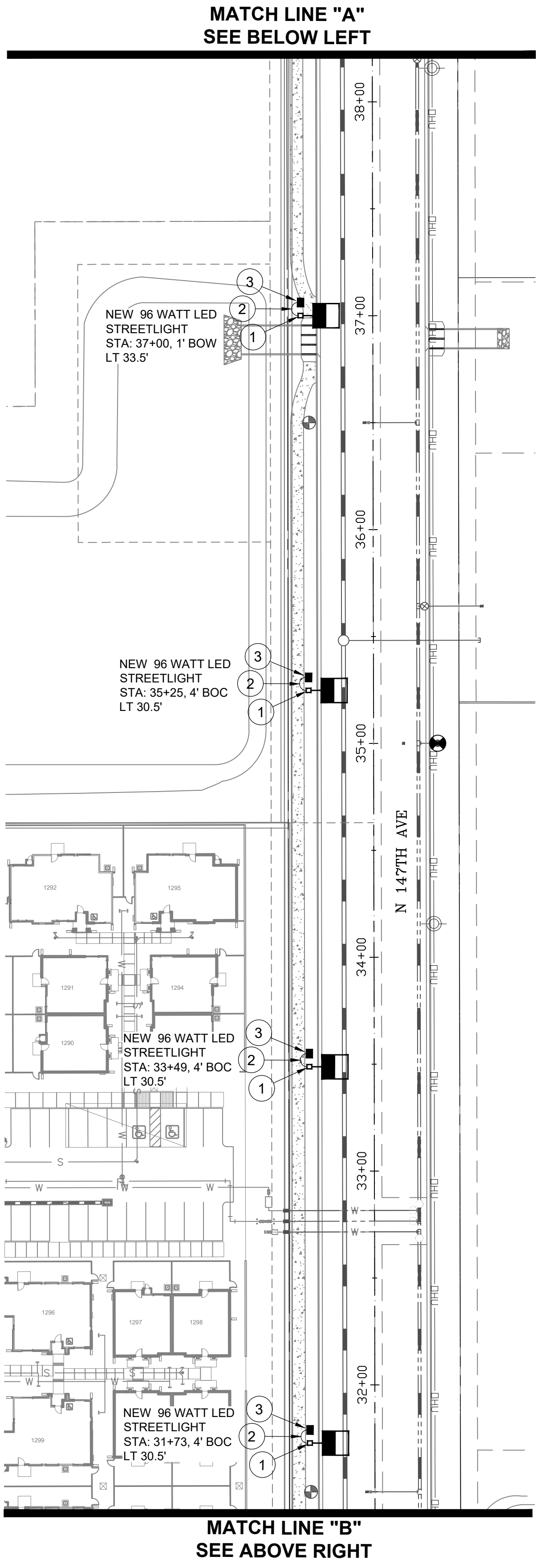
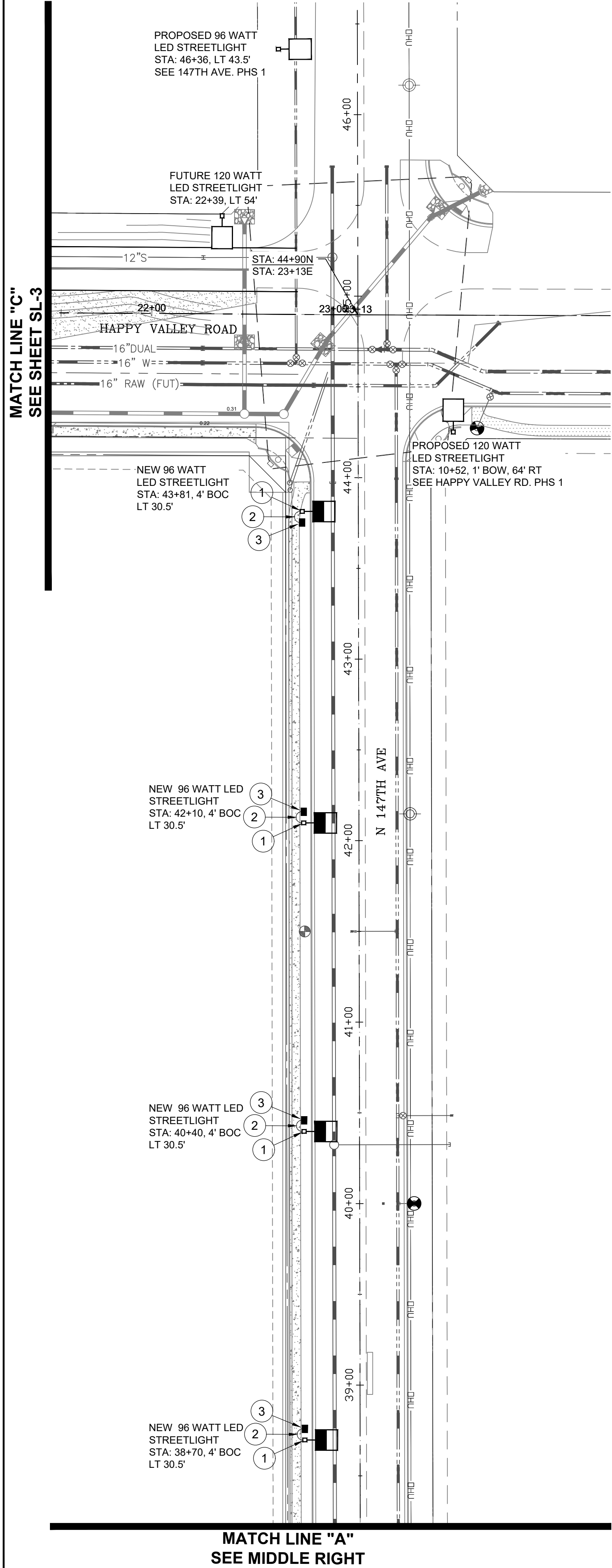
147TH AVENUE
SAN YSIDRO RD TO HAPPY VALLEY RD
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W. DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (602) 256-8990
www.hornsconsulting.com

147th Ave Ext. DH 5/14/25
Add Happy Valley Rd DH 3/20/23
NO REVISIONS BY DATE

SHEET
1 OF 5
Horns Consulting Project #: 20SL059
Designed By: DH 12/14/2020
Drawn By: DH 12/14/2020
Reviewed By: GL 12/14/2020

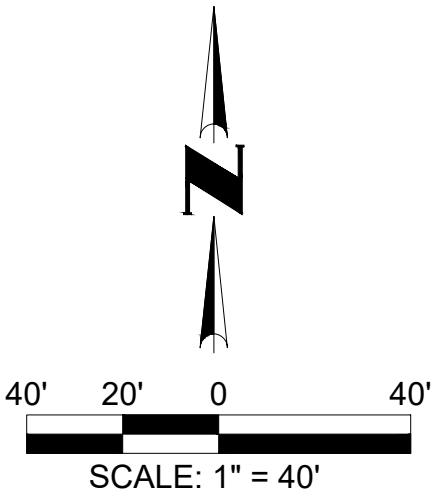
147TH AVENUE STREETLIGHT PLANS
SAN YSIDRO RD TO HAPPY VALLEY RD
SURPRISE, ARIZONA



147TH AVE (INTERIM COLLECTOR)
LOOKING NORTH
STA 24+50 TO 44+09
SCALE: N.T.S.

DETAILS AND LEGEND FOR STREETLIGHTS:

- 1A INSTALL ONE 120W, 16000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 40'-0" WITH ONE SINGLE 8' X 8' MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 6' BACK OF CURB OR 1' BACK OF WALK.
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- 3 INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS



147TH AVENUE
SAN YSIDRO RD TO HAPPY VALLEY RD
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W. DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (602) 258-8990
www.hornsconsulting.com

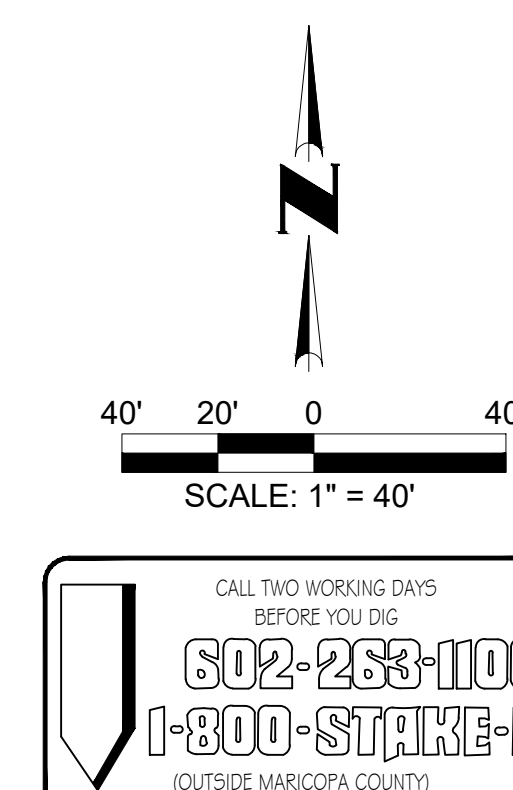
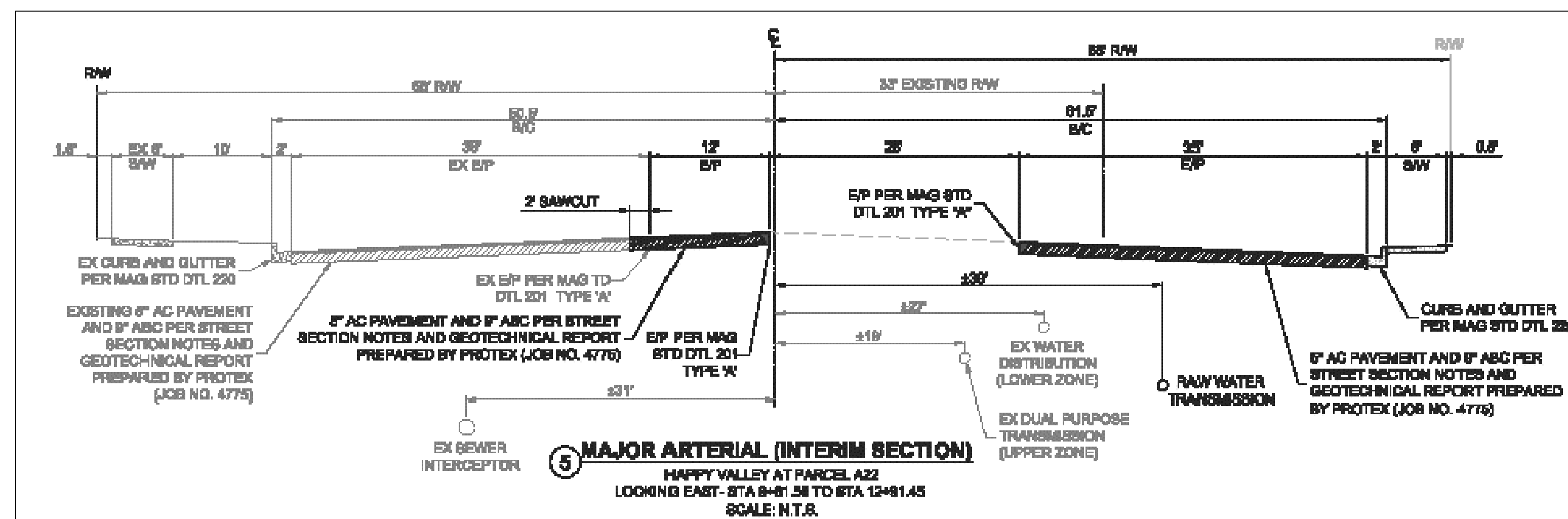
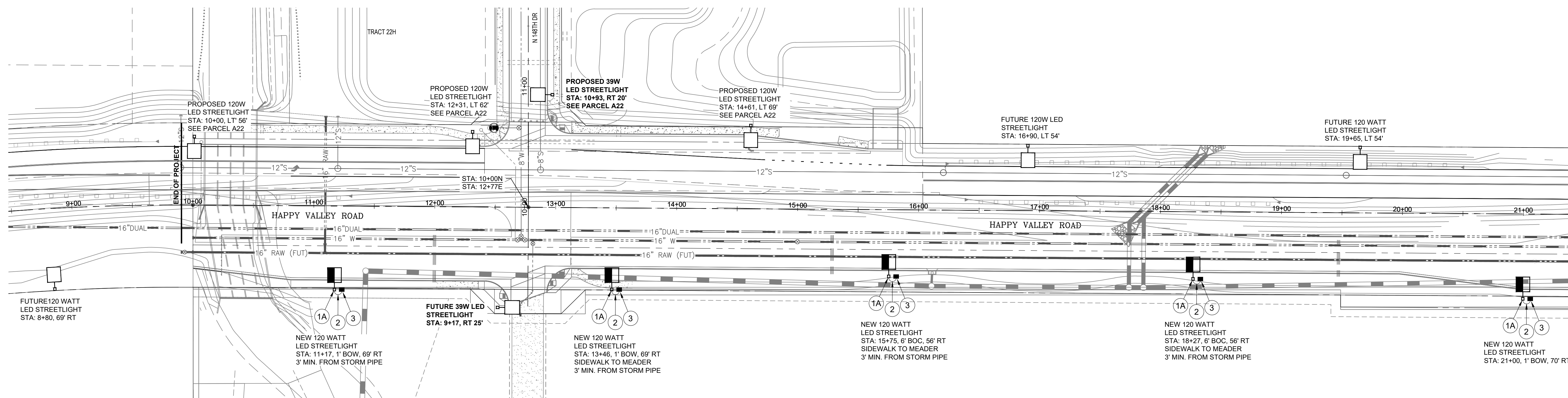
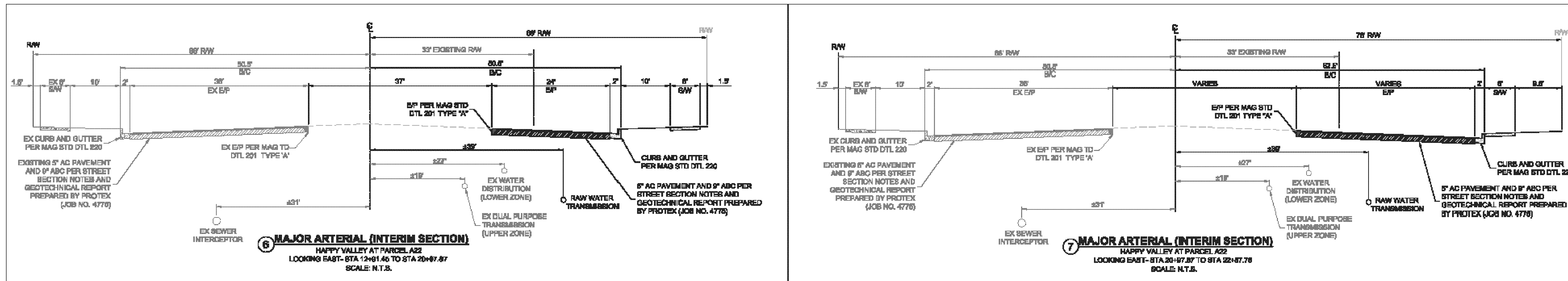


2	OF	5
DESIGNED BY:	DH	12/14/2020
DRAWN BY:	DH	12/14/2020
REVIEWED BY:	GL	12/14/2020

REVISIONS

NO.	REVISIONS	BY	DATE
1	Add 147th Ave Ext.	DH	5/14/25
2	Add Happy Valley Rd	DH	3/20/23

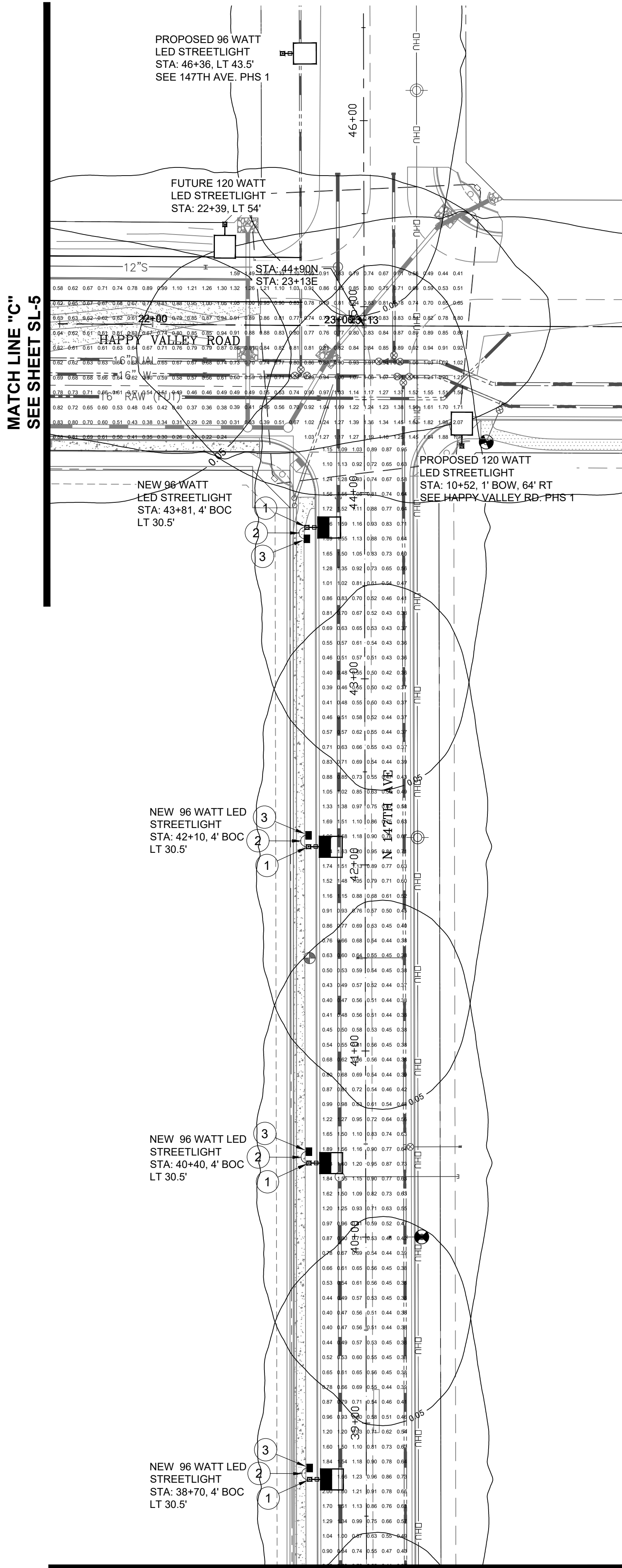
TREETLIGHT PLANS O HAPPY VALLEY RD E, ARIZONA



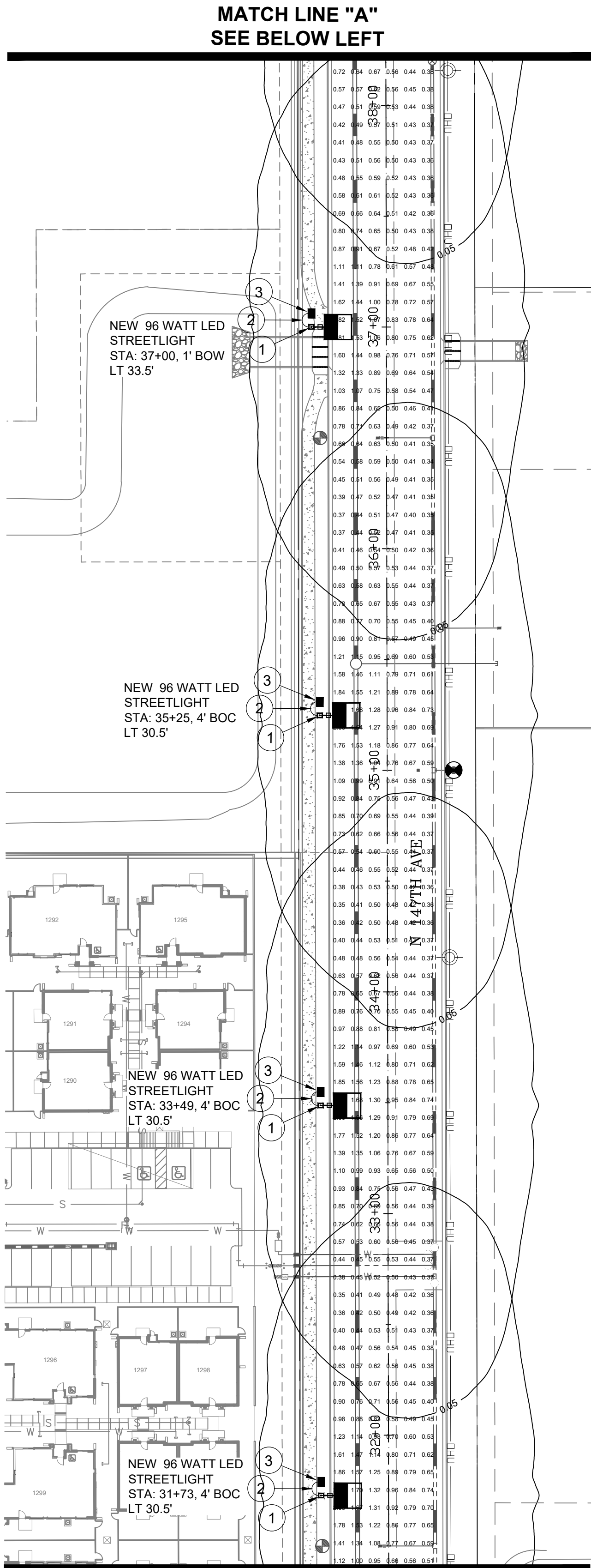
- ## **DETAILS AND LEGEND FOR STREETLIGHTS:**
- | | | |
|---|-------------|---|
|  | (1A) | INSTALL ONE 120W, 16000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 40'-0" WITH ONE SINGLE 8' X 8' MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 6' BACK OF CURB OR 1' BACK OF WALK. |
|  | (1) | INSTALL ONE 96W, 11500 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 31'-6" WITH ONE SINGLE 4'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK. |
|  | (2) | INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/TW/N AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2. |
|  | (3) | INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3. |
|  | | FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.) |
|  | | FIRE HYDRANT LOCATION PER CIVIL PLANS |

147TH AVENUE SAN YSIDRO RD TO HAPPY VALLEY RD LIGHTING LAYOUT STREET LIGHT PLANS			
HORNS CONSULTING, LLC 5223 W. DESPERADO WAY PHOENIX, ARIZONA 85033 PHONE (602) 256-8900 www.hornconsulting.com			
7			
6			
5			
4			
3	2	Add 147th Ave Ext.	DH 5/14/26
2	1	Add Happy Valley Rd	DH 3/20/23
NO	NO	REVISIONS	BY DATE
SHEET 3 OF 5 Contact: Doug Horning/Greg Larson, P.E. Horns Consulting Project #: 20SL059 Designed By: DH 12/14/2020 Drawn By: DH 12/14/2020 Reviewed By: GH 12/14/2020			

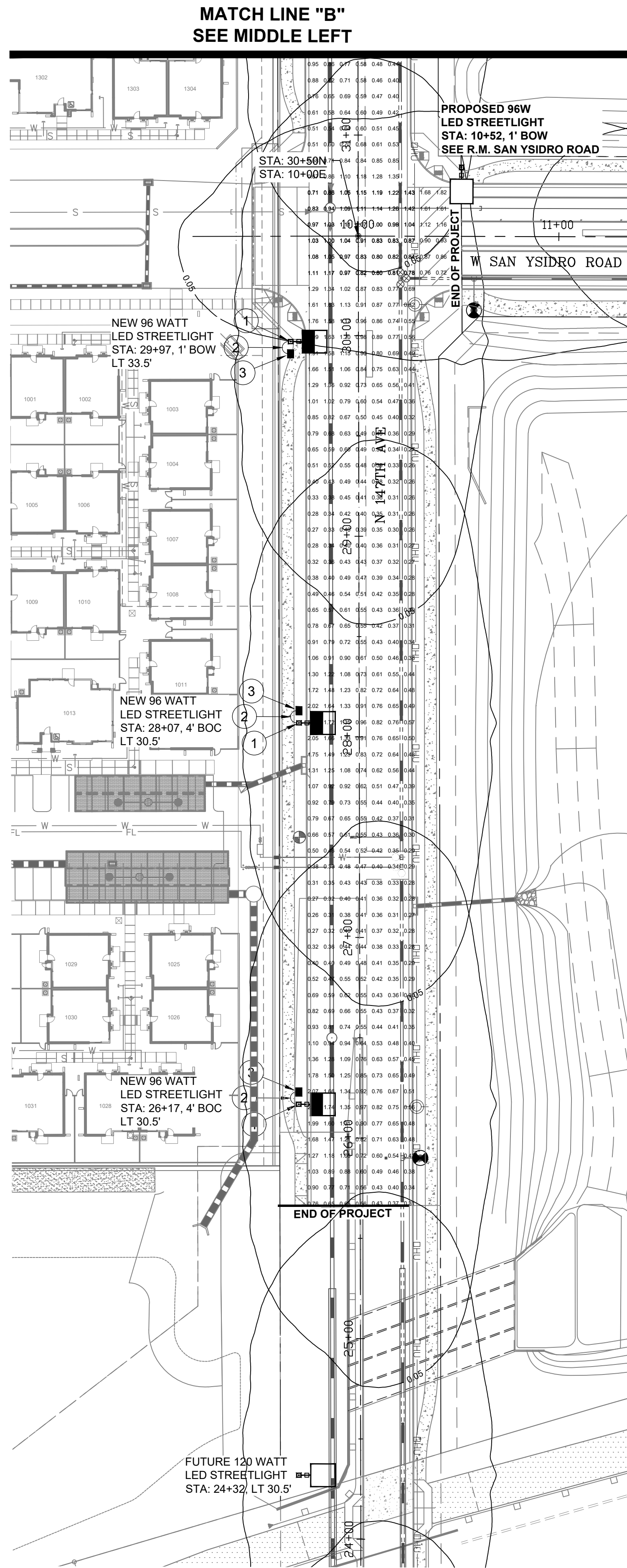
147TH AVENUE STREET LIGHT PLANS
SAN YSIDRO RD TO HAPPY VALLEY RD
SURPRISE, ARIZONA



MATCH LINE "A"
SEE MIDDLE RIGHT



MATCH LINE "B"
SEE ABOVE RIGHT



DETAILS AND LEGEND FOR STREETLIGHTS:

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PHOTOMETRICS STUDIES

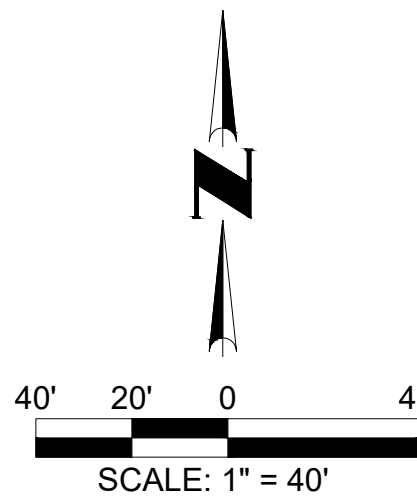
(Studies results is in illuminance)

GE LIGHTING SOLUTIONS ERL2 16C340
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 17041221 17041321 17041322 17041323 17041324 17041325
lamp(s): LEDs E21A
candela file 'erl2_16c340_tcm201-129179.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 120
Outreach (from mounting axis to photometric center) = 96 in
mounting height = 40 ft
number locations = 5, number luminaires = 6
kw all locations = 0.6

GE LIGHTING SOLUTIONS ERLH 11C330
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 17041221 17041321 17041322 17041323 17041324 17041325
lamp(s): LEDs E21A
candela file 'erlh_11c330_tcm201-129274.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 98
Outreach (from mounting axis to photometric center) = 48 in
mounting height = 31.5 ft
number locations = 11, number luminaires = 11
kw all locations = 1.1

Happy Valley Road	Happy Valley & 148th Dr Intersection
1848 points at z=0, sp 8ft by 8ft	168 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES	HORIZONTAL FOOTCANDLES
Average 0.86	Average 0.96
Maximum 2.20	Maximum 1.87
Minimum 0.22	Minimum 0.42
Avg:Min 3.90	Avg:Min 2.27
Max:Min 10.00	Max:Min 4.45
Coef Var 0.36	Coef Var 0.26
UnifGrad 1.50	UnifGrad 1.38

147th Avenue	Happy Valley & 147th Ave Intersection	San Ysidro & 147th Ave Intersection
1462 points at z=0, sp 8ft by 8ft	181 points at z=0, sp 8ft by 8ft	54 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES	HORIZONTAL FOOTCANDLES	HORIZONTAL FOOTCANDLES
Average 0.73	Average 0.96	Average 1.04
Maximum 2.29	Maximum 2.07	Maximum 1.82
Minimum 0.26	Minimum 0.31	Minimum 0.71
Avg:Min 2.80	Avg:Min 3.09	Avg:Min 1.46
Max:Min 8.81	Max:Min 6.68	Max:Min 2.56
Coef Var 0.52	Coef Var 0.34	Coef Var 0.23
UnifGrad 1.60	UnifGrad 1.52	UnifGrad 1.44



147TH AVENUE
SAN YSIDRO RD TO HAPPY VALLEY RD
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W. DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 258-8990
www.hornsconsulting.com

NO. REVISIONS BY DATE

1 Add 147th Ave Ext. DH 5/14/25

2 Add Happy Valley Rd DH 3/20/23

3 Add Happy Valley Rd DH 3/20/23

4 Add Happy Valley Rd DH 3/20/23

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181 Add Happy Valley Rd DH 3/20/23

182 Add Happy Valley Rd DH 3/20/23

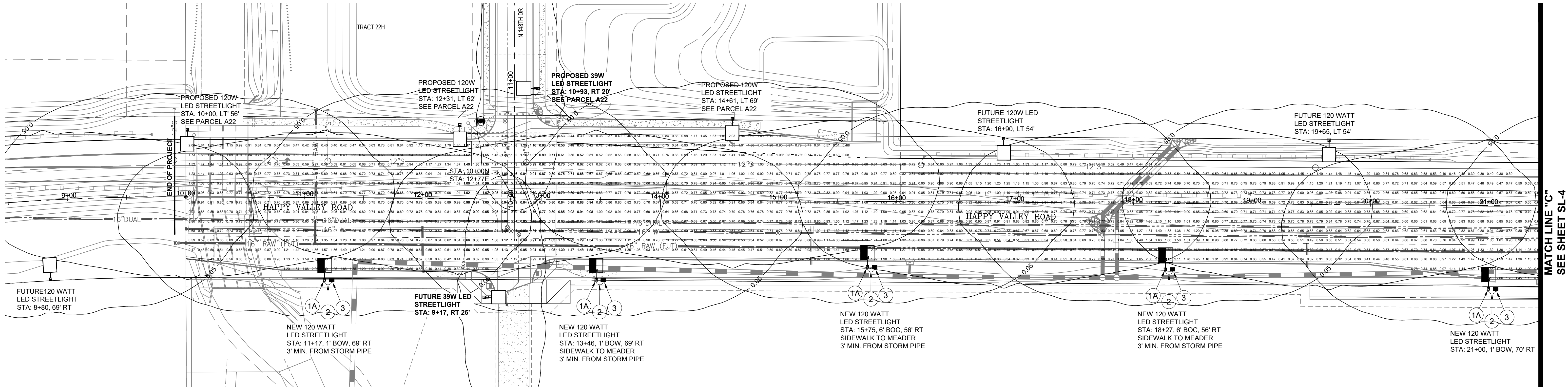
183 Add Happy Valley Rd DH 3/20/23

184 Add Happy Valley Rd DH 3/20

147TH AVENUE STREET LIGHT PLANS
SAN YSIDRO RD TO HAPPY VALLEY RD
SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

- 1A INSTALL ONE 120W, 16000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 40'-0" WITH ONE SINGLE 8' X 8' MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 6' BACK OF CURB OR 1' BACK OF WALK.
- 1 INSTALL ONE 96W, 11500 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 31'-6" WITH ONE SINGLE 4'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- 2 INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 3 INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS



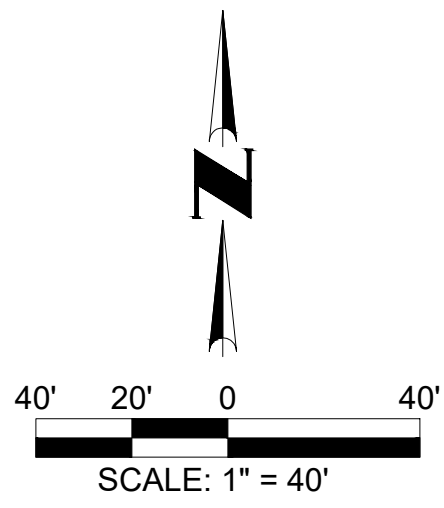
PHOTOMETRICS STUDIES
(Studies results in ft illuminance)

GE LIGHTING SOLUTIONS ERL2_16C340
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
17041221 17041321 17041322 17041323 17041324 17041325
lamp(s): LEDs E21A
candela file 'erl2_16c340_tcm201-129179.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 120
Outreach (from mounting axis to photometric center)= 96 in
mounting height= 40 ft
number locations= 5, number luminaires=
kw all locations= 0.6

GE LIGHTING SOLUTIONS ERLH_11C330
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
17041221 17041321 17041322 17041323 17041324 17041325
lamp(s): LEDs E21A
candela file 'erlh_11c330_tcm201-129274.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 98
Outreach (from mounting axis to photometric center)= 48 in
mounting height= 31.5 ft
number locations= 11, number luminaires= 11
kw all locations= 1.1

Happy Valley Road 1849 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES Average 0.86 Maximum 2.20 Minimum 0.22 Avg.Min 3.90 Max.Min 10.00 Coef Var 0.36 UnifGrad 1.50	Happy Valley & 148th Dr Intersection 168 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES Average 0.96 Maximum 1.87 Minimum 0.42 Avg.Min 2.27 Max.Min 4.45 Coef Var 0.26 UnifGrad 1.38
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147th Avenue 1462 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES Average 0.73 Maximum 2.29 Minimum 0.26 Avg.Min 2.80 Max.Min 6.81 Coef Var 0.52 UnifGrad 1.60	Happy Valley & 147th Ave Intersection 187 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES Average 0.96 Maximum 2.07 Minimum 0.31 Avg.Min 3.09 Max.Min 6.68 Coef Var 0.34 UnifGrad 1.52	San Ysidro & 147th Ave Intersection 54 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES Average 1.04 Maximum 1.82 Minimum 0.71 Avg.Min 1.46 Max.Min 2.56 Coef Var 0.23 UnifGrad 1.44
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CALL TWO WORKING DAYS
BEFORE YOU DIG
602-258-1100
1-800-SPRINK-IT
(OUTSIDE MARICOPA COUNTY)

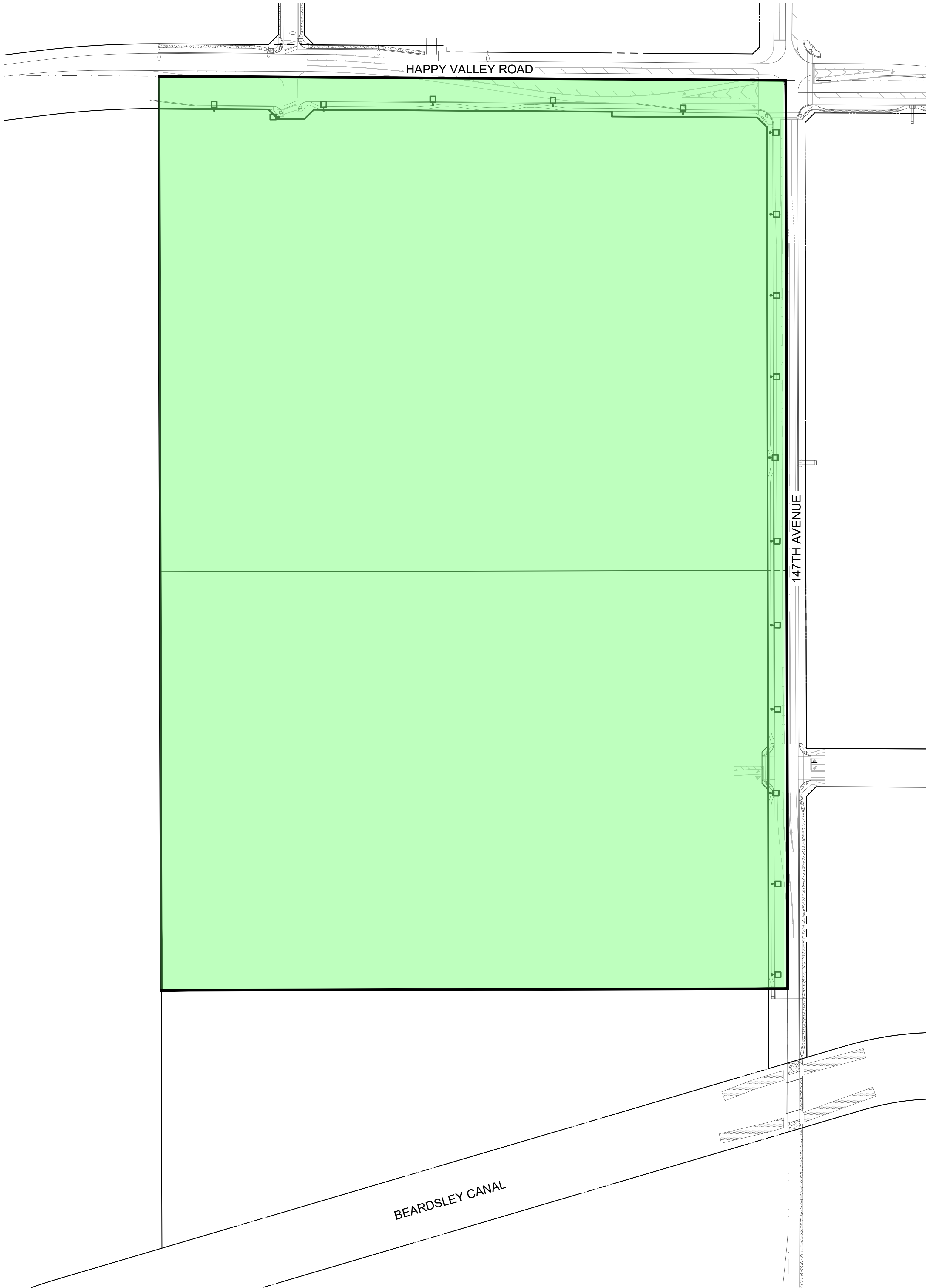
147TH AVENUE
SAN YSIDRO RD TO HAPPY VALLEY RD
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W. DESPERADO WAY
PHOENIX, ARIZONA 85083
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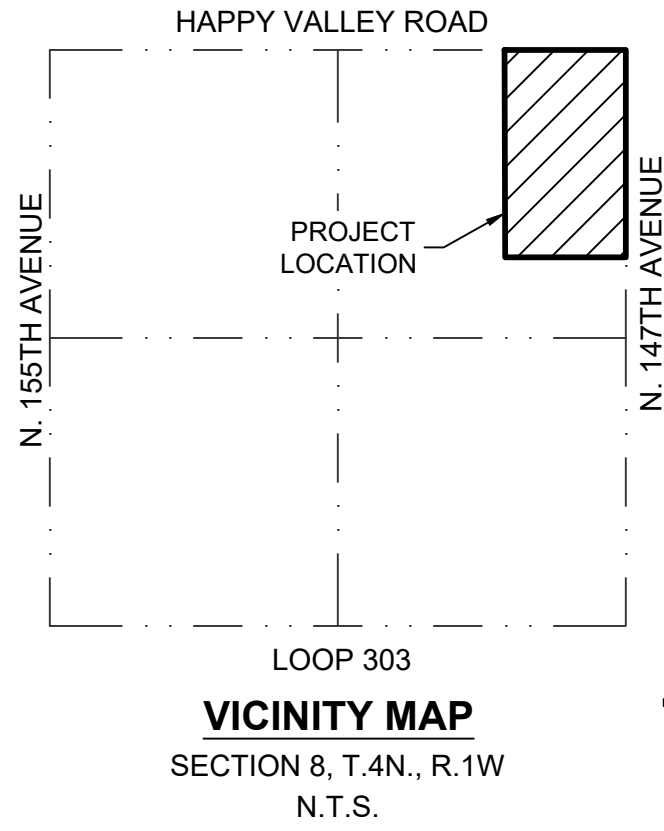
147th Ave Ext. 5/14/25
Add Happy Valley Rd 3/20/23
REVISIONS
NO. BY DATE

SHEET
5 OF 5
Contact: Doug Horning/Greg Larson, P.E.
Horns Consulting Project #: 20SL059
Designed By: DH 12/14/2020
Drawn By: DH 12/14/2020
Reviewed By: GL 12/14/2020

DATE: 05-14-2025
BY: GREG D LARSON
ARIZONA U.S.A.



- LEGEND**
-  - SLID BOUNDARY
 -  - STREET LIGHT POLE
(16 POLES +/- 10%)



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Downloaded Software: 9/11 at local from full working design software. One single installation. **ADRAWN** Build: 01/11 or earlier. Software: 1.0.0.0

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

**ATWELL**

866.850.4200 www.atwell-group.com

4700 E. COUNTRY CLUB AVENUE
MESA, AZ 85206
480.218.8831

PRELIMINARY STREET LIGHT PLAN

PROJECT:
HAPPY VALLEY ROAD & 147TH AVENUE

SURPRISE, ARIZONA

REVISIONS:	



PM. C. PENNINGTON

JOB NO.
19000853.02

FILE NO.
19000853_SLID Map

SHEET NO.
1 OF 1



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 21, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Drainage Easement from Asante Development Partners LLC along 163rd Avenue and Happy Valley Road.

Motion:

I move to approve accepting a Drainage Easement from Asante Development Partners LLC.

Background:

In 2023, the City of Surprise residents approved the G. O. Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand Avenue. With ongoing development, the City identified the need to improve access into this area. The Drainage Easement being dedicated is needed in association with the road improvements being done along 163rd Avenue that will allow the City to expand 163rd Avenue to 3 southbound lanes.

Objective Analysis:

As this area continues to develop, additional lanes and associated drainage easements are needed to handle the increase in traffic and rain occurrence runoff.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of the 2023 G. O. Bonds. The drainage easement is needed to support the expansion of 163rd Avenue and the roadway network that feeds into 163rd Avenue from Happy Valley Road. This

item does not have an impact on the current budget. The City will plan for future operation and maintenance when the temporary drainage easement is in place.

FTE Impact:

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

ATTACHMENTS:

1. ADP Drainage Easement
 2. Asante Development Partners Temp Drainage Easement - CC 10.21.25
-

WHEN RECORDED, RETURN TO:

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

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this ____ day of _____, 202_, by and between Asante Development Partners, L.L.C., an Arizona Limited Liability Company ("Grantor"), and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in the Northeast Quarter of Section 12 Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

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

- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement Area so long as such use does not unreasonably interfere with the purposes of this Easement – namely to receive, accept, handle, control, and contain drainage from adjacent streets and roadways.
- 2. Not a Public Dedication. Other than the grant of this Easement for drainage purposes, 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.
- 3. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its

ordinary meaning and shall not be strictly construed for and against Grantor or Grantee. This Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant, or condition of this Easement be void, invalid, or inoperative, the same shall not affect any other term, provision, covenant, or condition of this Easement, but the remainder thereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had not been contained herein.

4. Termination. This Easement shall remain in place until the underlying property encumbered by this Easement and/or the lots adjacent thereto and associated with this Easement are developed and otherwise capture, control, and account for the necessary onsite and/or offsite drainage from the adjacent streets and roadways. At the time Grantor, or its successors and assigns, receives an approved grading and drainage permit from the City, Grantor shall provide Grantee with sixty (60) days' written notice to vacate the Easement Area. Upon Grantee vacating the Easement Area, this Easement shall terminate without further action by the Grantee.

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

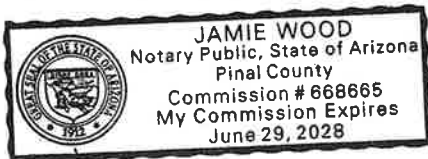
GRANTOR: Asante Development Partners,
L.L.C., an Arizona Limited Liability
Company

By: 

Its: VP

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 11 day of September, 2025 by Michael Lanata and _____ known by me as Grantor and owners of the subject property.




Notary Public

My Commission Expires:
June 29, 2028

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____

Kevin Sartor

Its: Mayor

STATE OF ARIZONA)
) SS.
County of Maricopa)

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

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION

DRAINAGE EASEMENT DEDICATION

A portion of that real property described in that Special Warranty Deed recorded in Instrument 20250311726, records of Maricopa County, Arizona, located in the Northeast Quarter of Section 12 Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northeast Corner of said Section 12 from which the East Quarter Corner of said Section lies South 00°09'54" West 2634.17 feet;

Thence along the east line of said Northeast Quarter South 00°09'54" West 550.86 feet;

Thence departing said line North 89°50'06" West 89.00 feet to a point on the south line of said real property and the POINT OF BEGINNING;

Thence along said line North 89°50'06" West 75.41 feet;

Thence departing said line North 00°06'16" East 131.52 feet;

Thence North 90°00'00" East 83.05 feet;

Thence South 00°09'54" West 28.15 feet;

Thence South 06°29'00" West 68.15 feet;

Thence South 00°09'54" West 35.87 feet to the POINT OF BEGINNING.

Containing 0.031 acres, more or less.

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

End of description



EXHIBIT "B"



SCALE: 1"=80'



HAPPY VALLEY ROAD
BOOK 1733, PAGE 02 M.C.R.

NE COR
SEC 12
T4N, R2W
POC

WEST
PROPERTY LINE

ASANTE DEVELOPMENT PARTNERS LLC
APN 503-74-990
SWD 2025-0311726 M.C.R.

LINE TABLE

LINE	BEARING	LENGTH
L1	N89° 50' 06" W	75.41'
L2	N00° 06' 16" E	131.52'
L3	N90° 00' 00" E	83.05'
L4	S00° 09' 54" W	28.15'
L5	S06° 29' 00" W	68.15'
L6	S00° 09' 54" W	35.87'

LEGEND

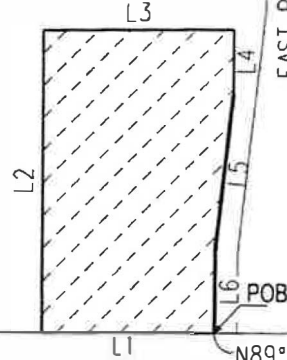
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSOR PARCEL NUMBER
- TDE TEMPORARY DRAINAGE EASEMENT
-  TDE DEDICATION AREA=0.031 ACRES +/-

S00° 09' 54" W 550.86'
(TIE LINE)

163rd AVENUE

S00° 09' 54" W 2634.17'

EAST PROPERTY LINE



SOUTH PROPERTY LINE

BASIS OF BEARINGS

N89° 50' 06" W
89.00'
(TIE LINE)

E 1/4 COR
SEC 12
T4N, R2W



Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33° 15' 00" N
Central meridian: 112° 15' 00" W
False northing: 1,500,000.000 ft
False easting: 2,500,000.000 ft
Standard parallel scale: 1.000045 (exact)

DRAINAGE
EASEMENT DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT * 23021

DRAWN BY RCD

DATE 08-06-25

SHEET 1 OF 1

Asante Development Partners LLC

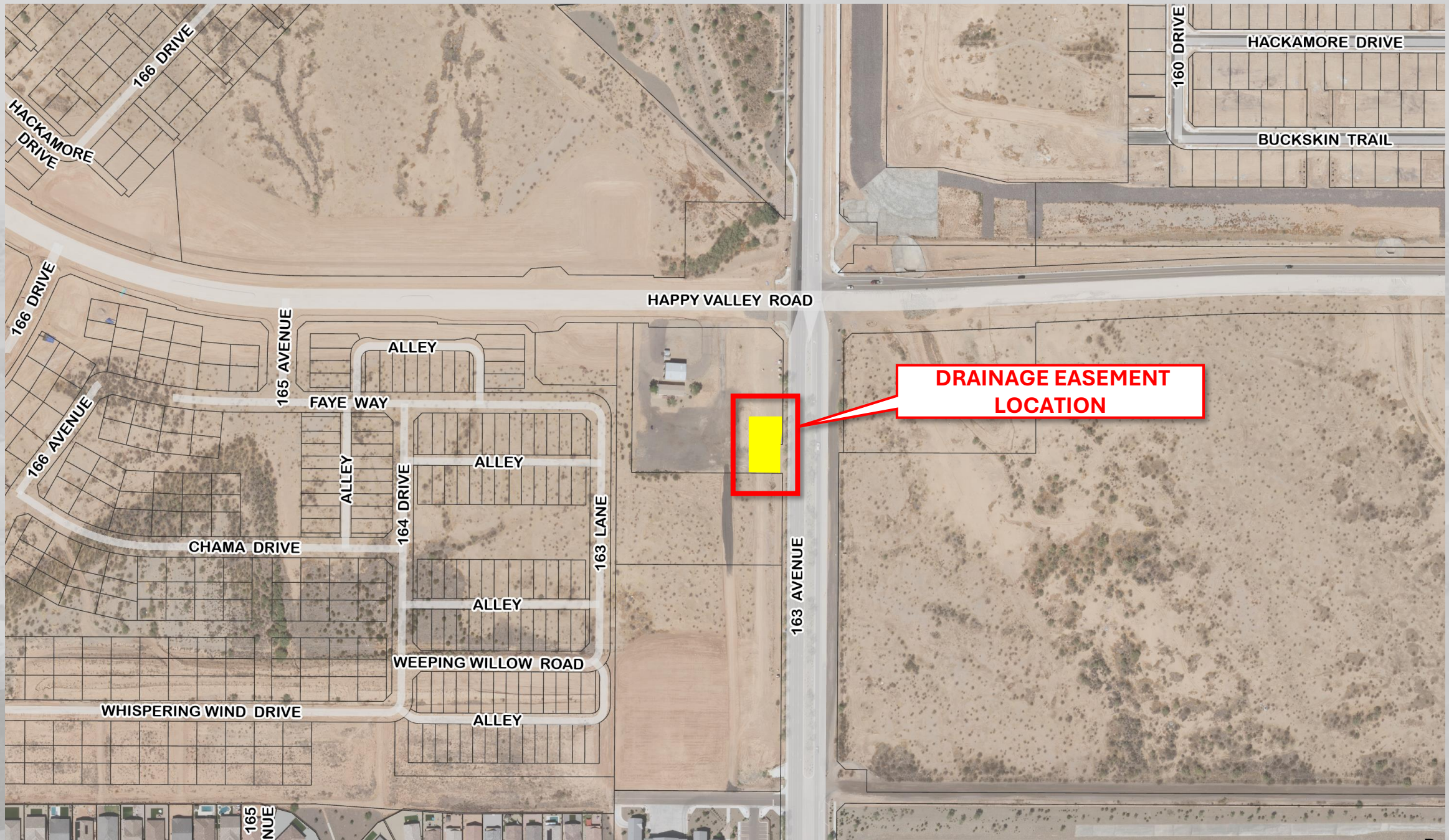
Drainage Easement

City Council
October 21, 2025

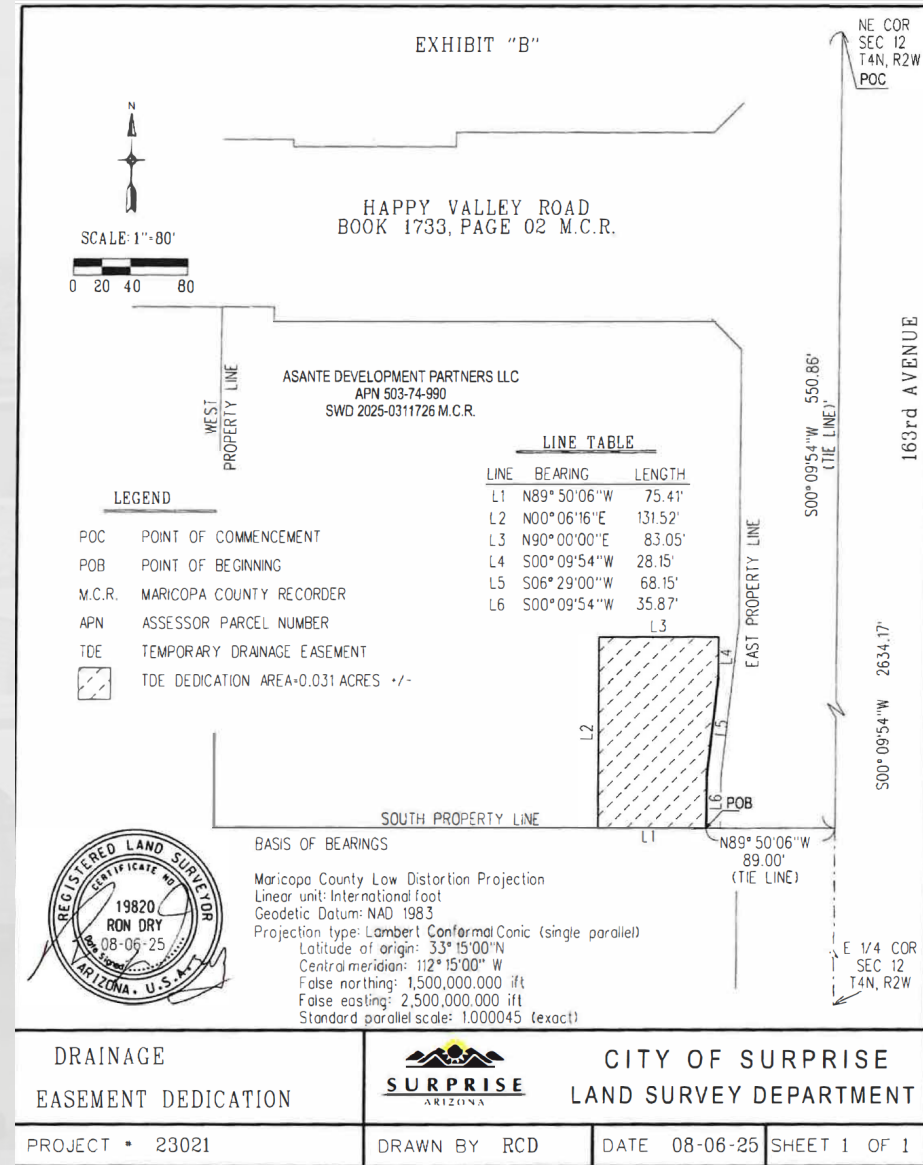


SURPRISE

ARIZONA



VICINITY MAP



Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 21, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action on granting a utility easement to APS for service at the Rancho Mercado Well Site #2 near Happy Valley Road and McMicken Way.

Motion:

I move to approve granting the subject utility easement to APS.

Background:

APS requires the easement to run electric lines to the well equipment located within the Rancho Mercado development at Well Site #2.

Objective Analysis:

The City is building a new well for the Rancho Mercado development. In order to move forward with completion of the project, the City needs to grant an easement to APS. The utility easement will allow the City to connect power to the well site.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Easement Agreement APN 503-70-378
 2. Rancho Mercado Well Site #2 Utility Easement - CC 10.21.25
-

NE Sec. 9 T4N R1W
APN 503-70-378
CCW-25-195
WA722585
LGT/SER

CITY OF SURPRISE-APS UTILITY EASEMENT

THE CITY OF SURPRISE, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

WELL SITE (APN# 503-70-378)

A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT NO. 2022-0881568 AND DEPICTED AS TRACT 6F OF RANCHO MERCADO PARCEL A6 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN BOOK 1492, PAGE 48, OF THE PUBLIC RECORDS OF MARICOPA COUNTY, ARIZONA.

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other

work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **THE CITY OF SURPRISE**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 2025.

THE CITY OF SURPRISE,
a municipal corporation in the State of Arizona

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this ____ day of _____, 2025
by _____ of THE CITY OF SURPRISE.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal: _____
Notary Public Signature

LEGAL DESCRIPTION FOR
THE CITY OF SURPRISE
ARIZONA PUBLIC SERVICE
JOB #WA722585
EXHIBIT "A"

A UTILITY EASEMENT WITHIN TRACT "6F" OF "RANCHO MERCADO-PARCEL A6" AS RECORDED IN BOOK 1492 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS, SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION BEARS NORTH 00°02'19" WEST, A DISTANCE OF 2642.44 FEET;

THENCE NORTH 00°02'19" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 948.25 FEET;

THENCE SOUTH 89°57'41" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 260.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT 6F;

THENCE SOUTH 14°50'53" EAST, ALONG THE EAST PROPERTY LINE OF SAID TRACT, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 75°09'07" WEST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 170.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 14°50'53" WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 124.43 FEET;

THENCE NORTH 75°09'07" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 75°09'07" EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 14°50'53" EAST, A DISTANCE OF 103.43 FEET;

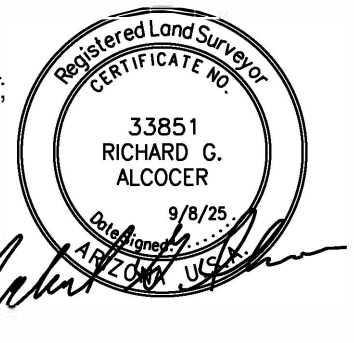
THENCE NORTH 75°09'07" EAST, A DISTANCE OF 24.81 FEET;

THENCE SOUTH 14°50'53" EAST, A DISTANCE OF 15.33 FEET;

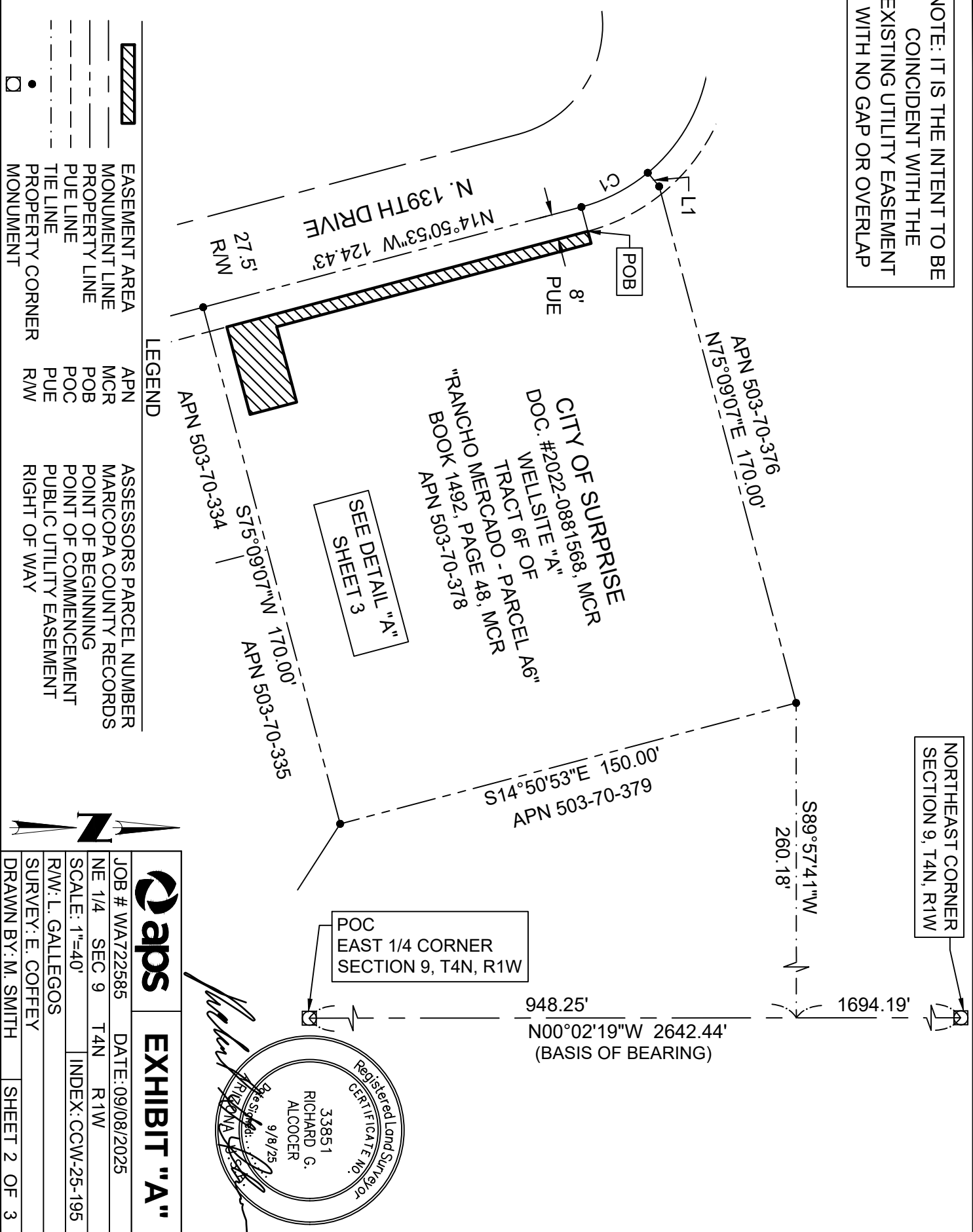
THENCE SOUTH 75°09'07" WEST, A DISTANCE OF 28.81 FEET TO THE EAST LINE OF THAT PUBLIC UTILITY EASEMENT RECORDED IN BOOK 1492 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS;

THENCE NORTH 14°50'53" WEST, ALONG SAID PUBLIC UTILITY EASEMENT, A DISTANCE OF 118.76 FEET TO THE POINT OF BEGINNING.

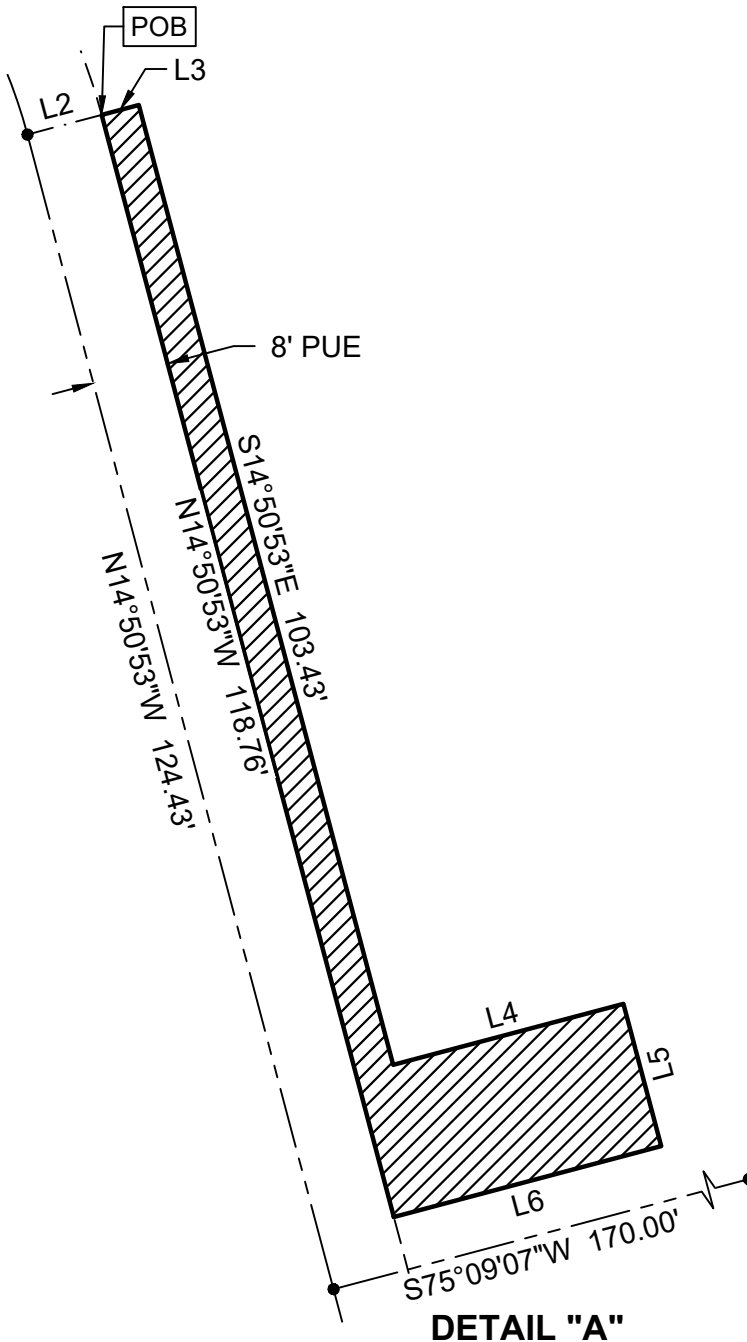
EASEMENT AREA CONTAINS 855 SQUARE FEET, OR 0.019 ACRES, MORE OR LESS



NOTE: IT IS THE INTENT TO BE
COINCIDENT WITH THE
EXISTING UTILITY EASEMENT
WITH NO GAP OR OVERLAP



CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	23.93'	55.00'	024°55'40"	12.16'	23.74'	N27°18'43"W



LINE TABLE		
NO.	BEARING	LENGTH
L1	N50°13'06"E	5.65'
L2	N75°09'07"E	8.00'
L3	N75°09'07"E	4.00'
L4	N75°09'07"E	24.81'
L5	S14°50'53"E	15.33'
L6	S75°09'07"W	28.81'

CITY OF SURPRISE
 DOC. #2022-0881568, MCR
 WELLSITE "A"
 TRACT 6F OF
 "RANCHO MERCADO - PARCEL A6"
 BOOK 1492, PAGE 48, MCR
 APN 503-70-378



LEGEND

	EASEMENT AREA
	PROPERTY LINE
	PUE LINE
	TIE LINE
•	PROPERTY CORNER
APN	ASSESSORS PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDS
POB	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT

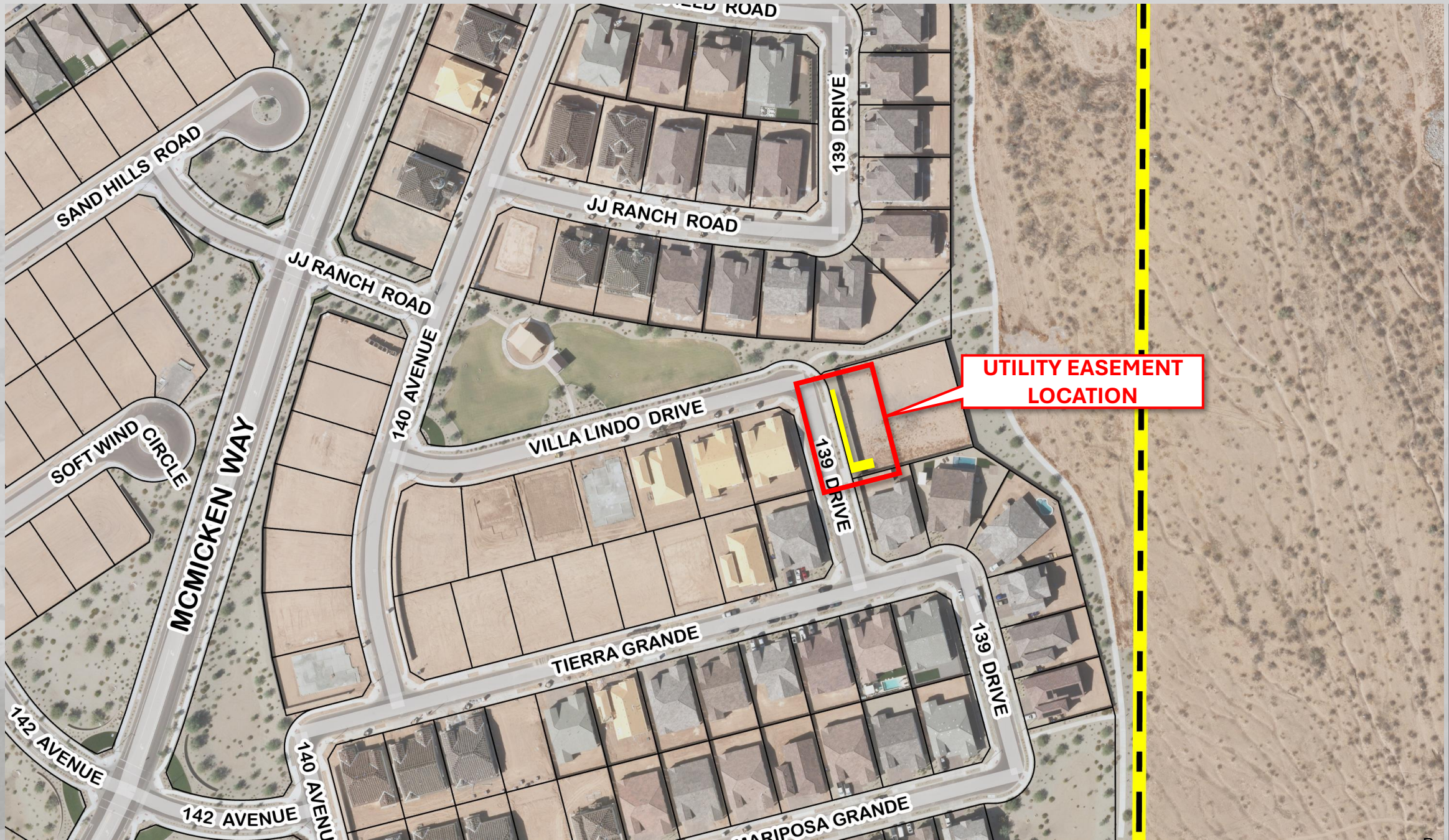


	EXHIBIT "A"
JOB # WA722585	DATE: 09/08/2025
NE 1/4 SEC 9 T4N R1W	
SCALE: 1"=20'	INDEX: CCW-25-195
R/W: L. GALLEGOS	
SURVEY: E. COFFEY	
DRAWN BY: M. SMITH	SHEET 3 OF 3

Rancho Mercado Well Site #2

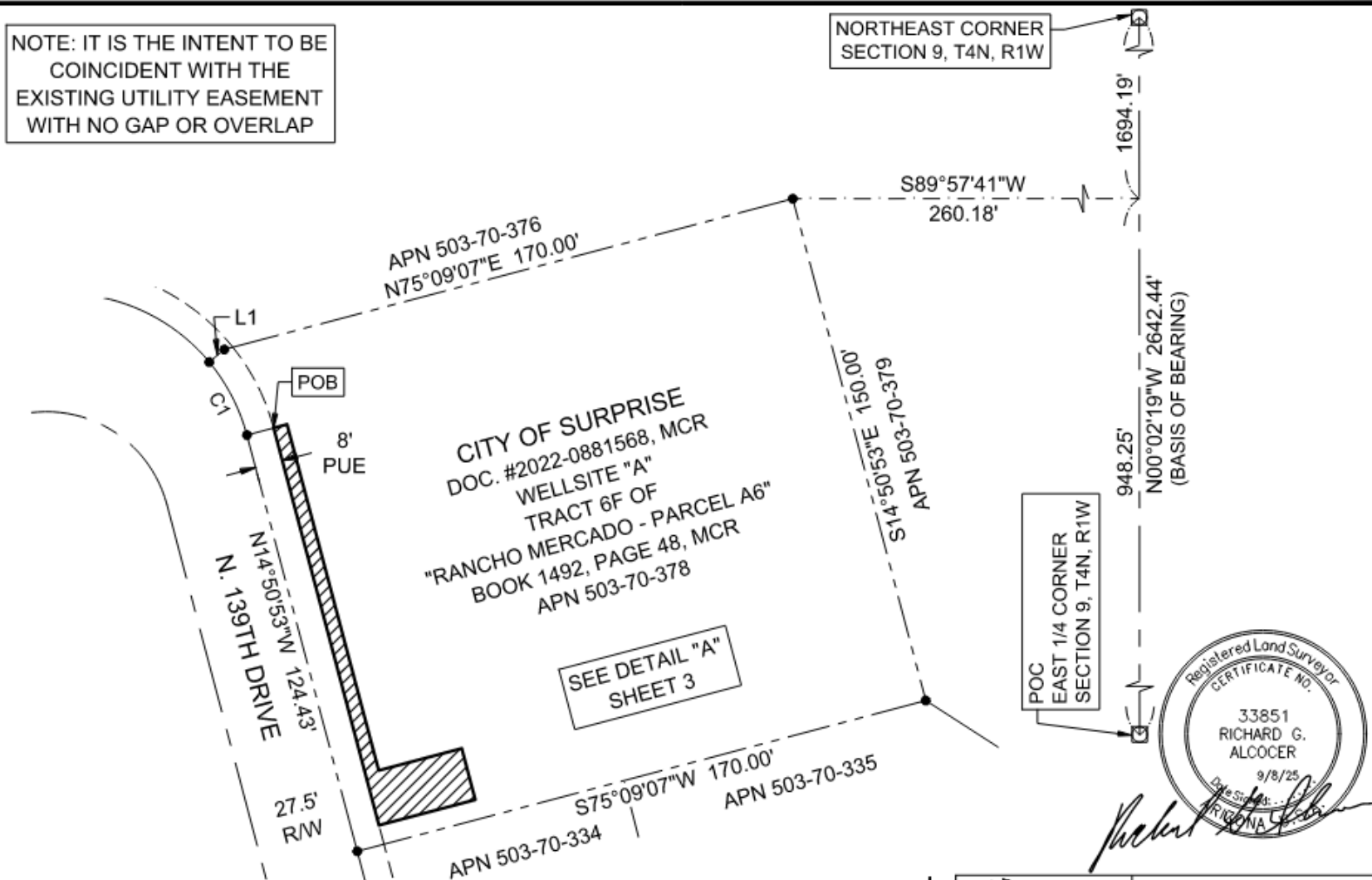
Utility Easement

City Council
October 21, 2025



VICINITY MAP

NOTE: IT IS THE INTENT TO BE
COINCIDENT WITH THE
EXISTING UTILITY EASEMENT
WITH NO GAP OR OVERLAP

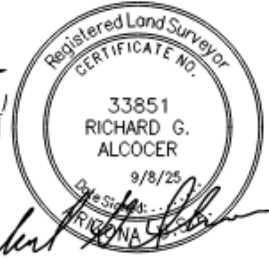


LEGEND			
	EASEMENT AREA	APN	ASSESSORS PARCEL NUMBER
	MONUMENT LINE	MCR	MARICOPA COUNTY RECORDS
	PROPERTY LINE	POB	POINT OF BEGINNING
	PUE LINE	POC	POINT OF COMMENCEMENT
	TIE LINE	PUE	PUBLIC UTILITY EASEMENT
	PROPERTY CORNER	R/W	RIGHT OF WAY
	MONUMENT		



EXHIBIT "B"

JOB # WA722585		DATE: 09/08/2025	
NE 1/4	SEC 9	T4N	R1W
SCALE: 1"=40'		INDEX: CCW-25-195	
R/W: L. GALLEGOS			
SURVEY: E. COFFEY			
DRAWN BY: M. SMITH		SHEET 2 OF 3	



EXHIBIT

Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 21, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action on accepting Right of Way from Arizona State Land Department for Deer Valley Road from 195th Avenue to 211th Avenue.

Motion:

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

Background:

As a part of the Desert Trails development, right of way is needed along Deer Valley Road. This land is owned by Arizona State Land Department. The Application was filed by the City and all fees associated with the application and purchase have been paid for by the Developer. Deer Valley Road between 195th Avenue and 211th Avenue is needed for connectivity and access for their project. This will allow connectivity and several points of access for the development.

Objective Analysis:

The City is requiring the developer to improve Deer Valley road as part of their project. The Developer has paid all fees associated with the right of way purchase. The roadway is needed to ensure safe and proper access to the development.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future

O&M when the road is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. ASLD 16-125182 DV 195 to 219
 2. ASLD 16-125182 ROW - CC 10.21.25
-

STATE LAND DEPARTMENT STATE OF ARIZONA

Right of Way

R/W No. 16-125182-00

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

CITY OF SURPRISE

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

EXTENT OF DOCUMENT

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

ARTICLE 1 SUBJECT LAND

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

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

ARTICLE 2 TERM

2.1 The term of this Right of Way commences on September 3, 2025 ("Commencement Date"), and runs for a perpetual term, unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3

RENT

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

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

ARTICLE 4

PURPOSE AND USE OF SUBJECT LAND

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

Public road with underground utilities

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

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

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

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

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

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

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

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

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

ARTICLE 5 **CONFORMITY TO LAW**

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

ARTICLE 6 **CANCELLATION, TERMINATION AND ABANDONMENT**

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

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

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

ARTICLE 7 **INDEMNITY**

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

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

ARTICLE 8
RESERVATIONS; RELINQUISHMENTS

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

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

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

ARTICLE 9
LOCATION, CONSTRUCTION AND MAINTENANCE

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

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

ARTICLE 10
NATIVE PLANTS AND CULTURAL RESOURCES

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

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

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

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

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

ARTICLE 11

GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

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

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

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

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

ARTICLE 12
MISCELLANEOUS

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

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

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

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

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

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

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

12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including State of Arizona Executive Order No. 2009-09, as amended by State of Arizona Executive Order No. 2023-01.

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

ADDITIONAL CONDITIONS

16-125182-00-100

Page 1 of 19

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

1. LEGAL DESCRIPTION, RENT AND PURPOSE

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

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

1.3 This Right of Way is for the purpose of a Public Roadway with underground utilities, and does not permit any above ground facilities without proper rights authorized or issued by Grantor, assignees or its successors.

1.3.1 This Right of Way prohibits the erection of any type advertising sign(s) or monument structure(s) without proper rights authorized or issued by Grantor, assignees or its successors.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

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

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (electronically in PDF format format) and applicable drainage report(s),

ADDITIONAL CONDITIONS

16-125182-00-100

Page 2 of 19

engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

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

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

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

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

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

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

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

2.10 For construction on or after the Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall

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utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

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

3. ENVIRONMENTAL MATTERS AND INDEMNITY

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

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

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

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Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

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

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

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

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

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall

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

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

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

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

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4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey, as documented in the report titled A Cultural Resources Survey of 16.361 acres for ASLD ROW Easement No. 16-125182 in Surprise, Maricopa County, Arizona prepared by Agave Archaeology, LLC dated 2024, Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.

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

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

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

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

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

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

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

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

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

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

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

5. SERVICE / ACCESS ROADS

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

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

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

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

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

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

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

6. EXISTING LESSEES

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

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

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

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

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

7. MISCELLANEOUS

7.1 Grantor, or its successors or assigns, reserves the right, upon the request of Lessee / Certificate of Purchase Holder / Permittee to relocate all or any portion of this Right of Way, provided however that the Lessee / Certificate of Purchase Holder / Permittee of the

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underlying State Trust land shall bear the full cost and expense of the relocation of any facilities on the Subject Land and on neighboring land regardless of ownership necessary to accommodate the relocation of the Right of Way. Relocation shall require an amendment to the description of the Subject Land, and may require payment of additional rental to Grantor, but in no case a diminution in rental, if necessary to compensate for any greater value of the amended Subject Land.

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

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

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

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

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

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

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8. EXHIBITS

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

<u>EXHIBIT A</u>	Legal Description and/or Visual Depiction of Right of Way
<u>EXHIBIT B</u>	Insurance Rider

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

✓ By: _____

✓ Title: _____

✓ Date: _____

[Remainder of this page left blank intentionally]

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

January 7, 2025

LEGAL DESCRIPTION FOR DESERT TRAILS RIGHT-OF-WAY EASEMENT

The South 34.00 feet of Sections 17 and 18 and the North 34.00 feet of Sections 19 and 20, Township 4 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the 1/2" rebar marking the Northwest Corner said Section 19, from which the calculated position of the North Quarter Corner of said Section 19, bears South 89°14'48" East, a distance of 2589.36 feet;

Thence North 00°39'28" East, along the West line of the Southwest Quarter of said Section 18, a distance of 34.00 feet to a point on a line which is parallel with and 34.00 feet Northerly from the North line of the Northwest Quarter of said Section 19;

Thence South 89°14'48" East, along said parallel line, a distance of 2589.42 feet to a point on a line which is parallel with and 34.00 feet Northerly from the North line of the Northeast Quarter of said Section 19;

Thence South 89°14'48" East, along last said parallel line, a distance of 2628.87 feet to a point on a line which is parallel with and 34.00 feet Northerly from the North line of the Northwest Quarter of said Section 20;

Thence South 89°18'47" East, along last said parallel line, a distance of 2631.81 feet to a point on a line which is parallel with and 34.00 feet Northerly from the North line of the Northeast Quarter of said Section 20;

Thence South 89°14'30" East, along last said parallel line, a distance of 2630.38 feet to a point on the East line of the Southeast Quarter of said Section 17;

Thence South 00°03'17" East, along said East line, a distance of 34.00 feet to the Northeast Corner of said Section 20;

Thence North 89°14'30" West, along the North line of the Northeast Quarter of said Section 20, a distance of 2630.82 to the North Quarter Corner of said Section 20;

Thence South 00°41'13" West, along the West line of the Northwest Quarter of said Section 20, a distance of 34.00 feet to a point on a line which is parallel with and 34.00 feet Southerly from the North line of the Northwest Quarter of said Section 20;

Thence North 89°18'47" West, along last said parallel line, a distance of 2631.89 feet to a point on a line which is parallel with and 34.00 feet Southerly from the North line of the Northeast Quarter of said Section 19;

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

Thence North 89°14'48" West, along said parallel line, a distance of 2628.87 feet to a point on a line which is parallel with and 34.00 feet Southerly from the North line of the Northwest Quarter of said Section 19;

Thence North 89°14'48" West, along last said parallel line, a distance of 2589.13 feet to a point on the West line of the Northwest Quarter of said Section 19;

Thence North 00°22'03" East, along said West line, a distance of 34.00 feet to the Point of Beginning.

Containing 623,243 Square Feet or 14.308 Acres, more or less.



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

DESERT TRAILS
RIGHT-OF-WAY EASEMENT

BOUNDARY

N00°39'27.95" E 34.00

S89°14'47.82" E 2589.42

S89°14'47.82" E 2628.87

S89°18'46.82" E 2631.81

S89°14'29.82" E 2630.38

S00°03'16.82" E 34.00

N89°14'29.82" W 2630.82

S00°41'13.18" W 34.00

N89°18'46.82" W 2631.89

N89°14'47.82" W 2628.87

N89°14'47.82" W 2589.13

N00°22'03.25" E 34.00

to

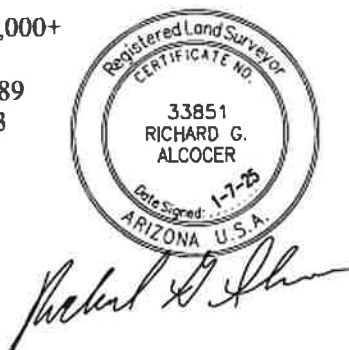
Area = 623243 14.308 AC

Closing course: 232°39'46.24" 0.004104

Misclosure: 1/1,000,000+

North Error: 0.002489

East Error: 0.003263

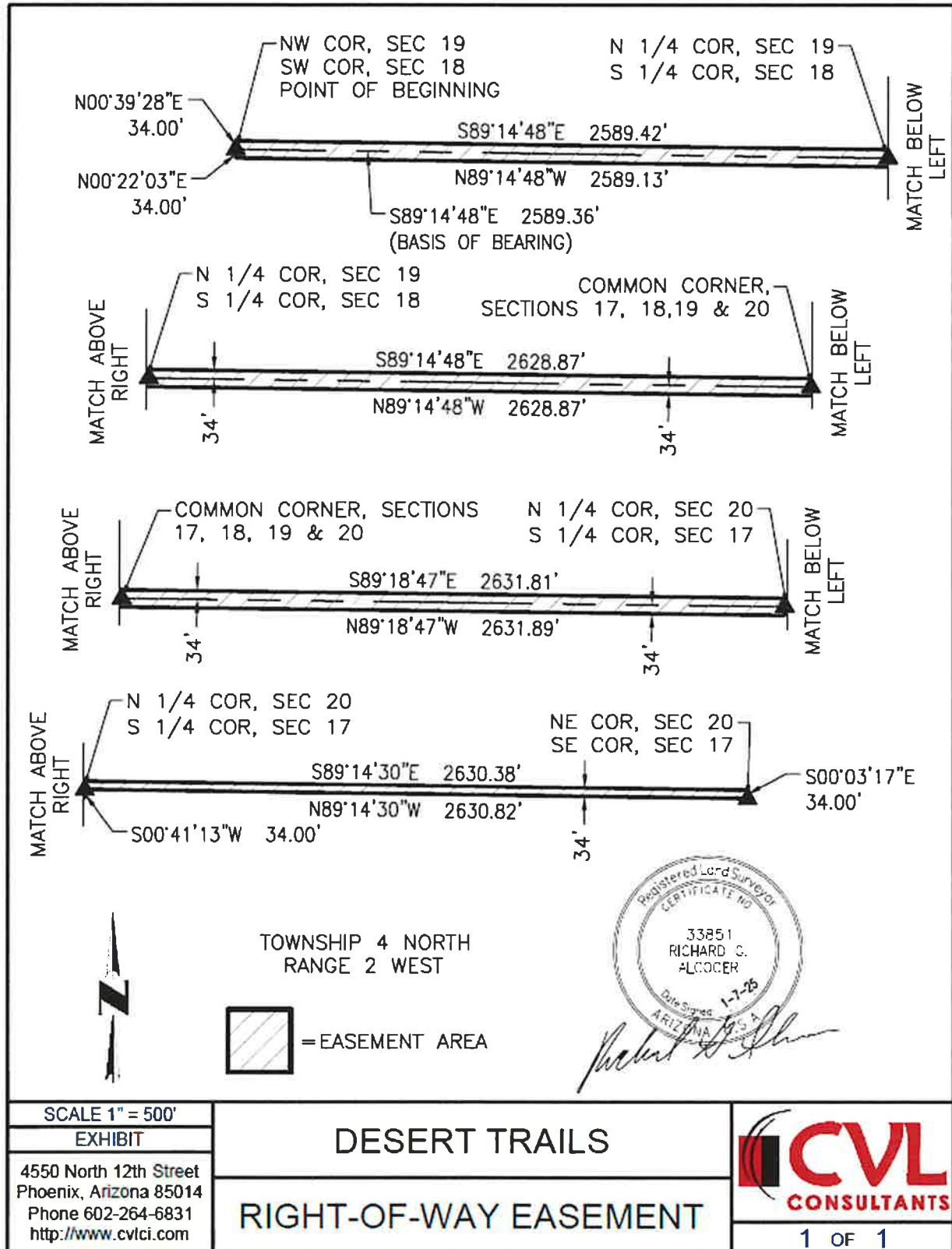


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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY



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EXHIBIT B

INSURANCE RIDER TO STATE LAND DEPARTMENT

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

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "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.

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

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

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

1. Commercial General Liability - Occurrence Form.

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

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

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

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

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

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

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

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

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

- c. Policy shall contain a severability of interest provision.

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

3. Worker's Compensation and Employers' Liability.

Workers' Compensation

Statutory

Employers' Liability

Each Accident.....\$1,000,000

Disease – Each Employee\$1,000,000

Disease – Policy Limit.....\$1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX A

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

RUN DATE/TIME:
9/8/2025, 9:22 AM

KE-LEASE: 016-125182-00-100
APPTYPE: New
TOTAL ACRES: 14.308

TRS	County	Fund	Legal	AUS	Acres
4.0N-2.0W-17	7	53	S 34FT	0.0	4.090
4.0N-2.0W-18	7	53	S 34FT	0.0	4.090
4.0N-2.0W-19	7	53	N 34FT	0.0	4.090
4.0N-2.0W-20	7	53	N 34FT of NW	0.0	2.038

Total Acres: 14.308

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

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

CITY OF SURPRISE
GRANTEE

By: _____ Date _____

(ASLD SEAL)

✓ Authorized Signature _____ ✓ Date _____

✓ Printed Name _____ ✓ Title _____

✓ Address _____

✓ City _____ ✓ State _____ ✓ Zip _____

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

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

Grantee's Signature

Date

Title _____

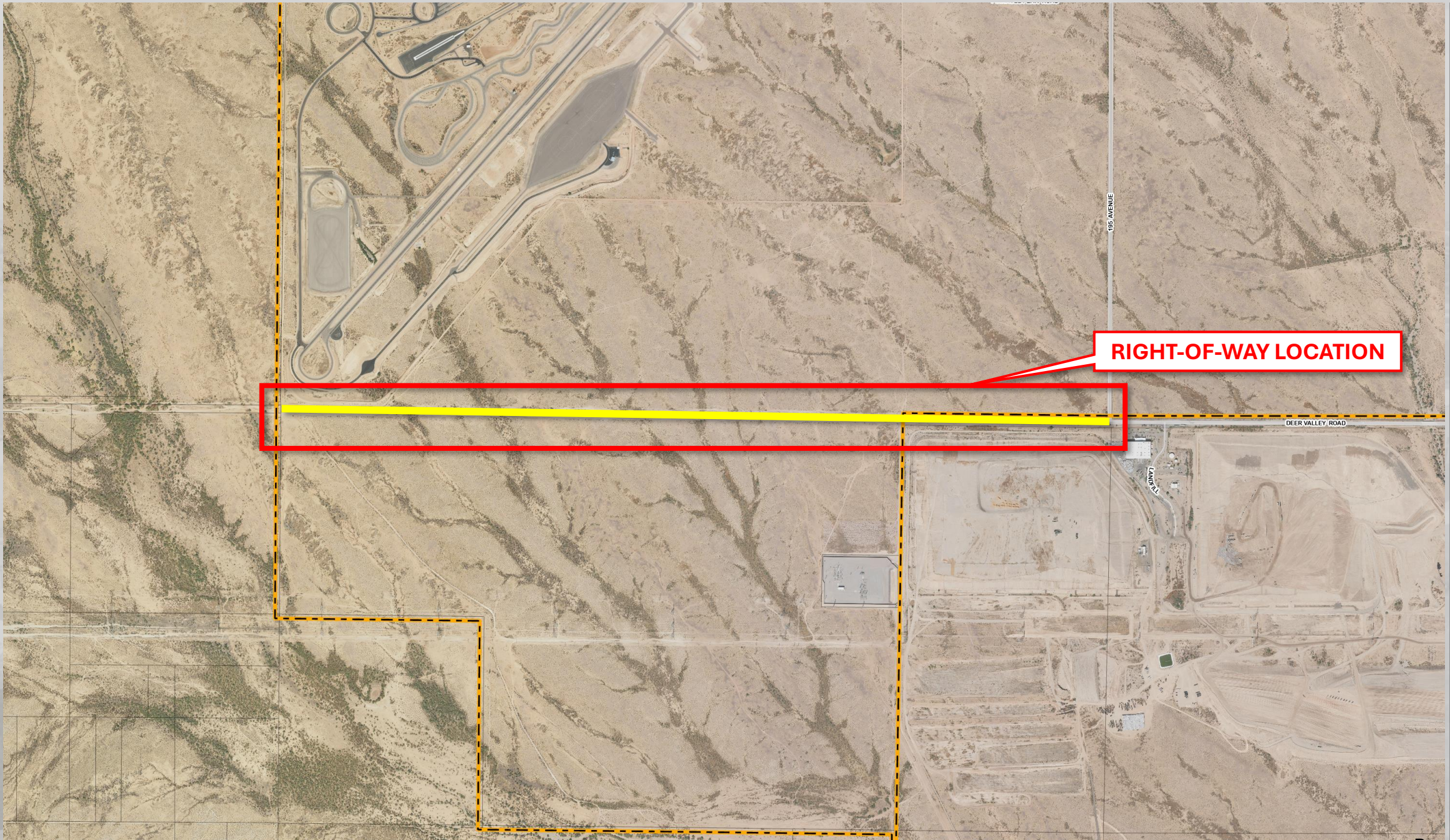
Return To: Arizona State Land Department
R/W Section
1110 W. Washington St.
Phoenix, AZ 85007

ASLD 16-125182

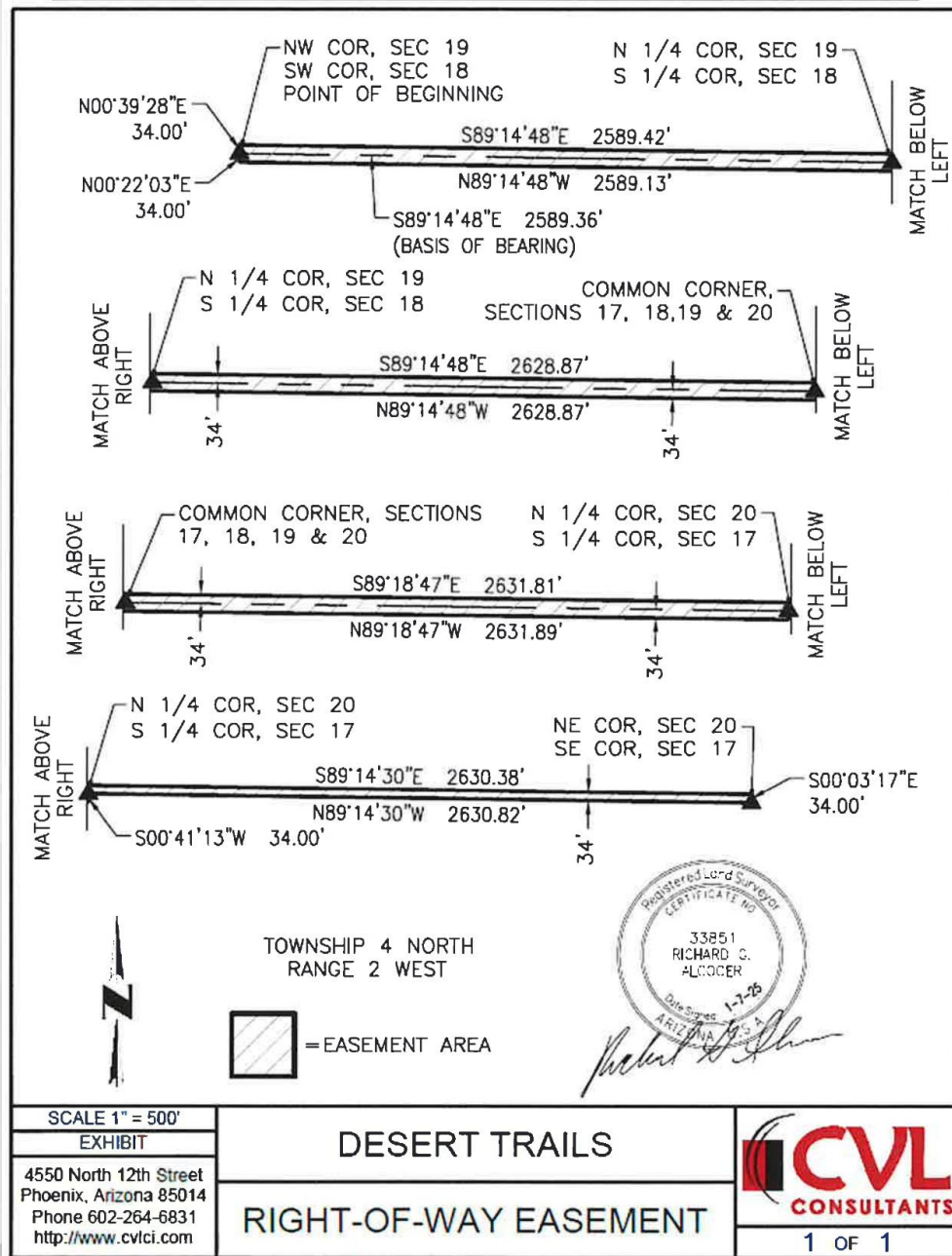
(Deer Valley Road – 195th Ave to 211th Ave)

Right-of-Way

City Council
October 21, 2025



VICINITY MAP



Questions or Comments?

THANK YOU



SURPRISE

ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Kevin Spirlong
District: Internal

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

Consideration and action pertaining to approval of an amendment to an Intergovernmental Agreement (IGA) with the City of Mesa for Fire Service Training; Resolution #2025-109.

Motion:

I move to approve Resolution #2025-109.

Background:

This amendment will provide the City of Surprise Fire-Medical Department personnel with the opportunity to participate in the City of Mesa's paramedic program.

Objective Analysis:

By approving the Amendment to the IGA, the City of Surprise Fire-Medical Department personnel will be allowed to participate in the City of Mesa's paramedic program.

Policy Compliant:

The terms of the Amendment to the IGA are compliant with city policies.

Financial Impact:

This item does not have an impact on the FY26 budget. The costs incurred through this IGA are part of the current and future Fire-Medical budgets. Future cost increases, if any, will be included in future budget request packages.

Budget Impact:

There is no budget impact for FY26. The ongoing costs incurred through this Amendment to the IGA are part of the current and future Fire-Medical budgets. Future cost increases, if any, will be included in future budget request packages.

FTE Impact:

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

ATTACHMENTS:

1. First Amendment to the IGA - Surprise
 2. Fire Service Training IGA # updated and executed (00544771xC14DE)
 3. Signed Letter of Agreement COS and COM 9.30.25
 4. Resolution 2025-109 final
-

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICE TRAINING

This First Amendment to the Intergovernmental Agreement for Fire Service Training ("First Amendment") is entered into and made effect this ____ day of _____, 202__ by and between the City of Mesa ("Mesa"), an Arizona municipal corporation, and the City of Surprise, Arizona ("Surprise").

RECITALS

WHEREAS, Mesa and other Government Entities, on or about December 4, 2023, entered into an Intergovernmental Agreement for Fire Service Training ("Fire Service Training IGA"). A copy of the Fire Service Training IGA is attached hereto as Exhibit A and incorporated herein and made a part of this First Amendment.

WHEREAS, the Fire Service Training IGA provides for, among other things, the opportunity for Government Entities fire personnel to obtain fire service training at Mesa's facilities.

WHEREAS, Article V, Paragraph 4 allows Mesa the sole discretion to allow other Government Entities to modify or amend the Fire Service Training IGA to add additional Government Entities as a party to the Fire Service Training IGA.

WHEREAS, Surprise has contacted Mesa to ask to be a party to the Fire Service Training IGA and Mesa has consented.

WHEREAS, Surprise has the authority pursuant to Arizona Revised Statutes (A.R.S.) § 11-951 and § 11-952 and its respective city code and policies to enter into the Fire Service Training IGA.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mesa and Surprise agree as follows:

1. Mesa will allow Surprise to become a party to the Fire Service Training IGA upon execution and approval of this First Amendment by the Surprise City Council.

2. Surprise agrees to abide by all provisions of the Fire Service Training IGA applicable to it and its employees.
3. Mesa will allow the Surprise fire personnel to commence training as soon as practicable. If a specific training has commenced at the time Surprise fire personnel are ready and available for training, Mesa, at its discretion, may elect to allow the Surprise fire personnel to commence the training or schedule the Surprise fire personnel for the next available training.

IN WITNESS WHEREOF, this First Amendment to the Fire Service Training IGA is executed as provided below. The signatories below affirm and attest that they are authorized to execute this First Amendment on behalf of their respective Government Entities.

CITY OF MESA, an Arizona municipal corporation

By: _____
Scott Butler
City Manager

ATTEST:

Holly Moseley
City Clerk

APPROVED AS TO FORM:

Kim S. Alvarado
Assistant City Attorney

CITY OF SURPRISE, ARIZONA

By: _____
Bob Wingenroth
City Manager

ATTEST:

Kristi Passarelli
City Clerk

In accordance with A.R.S. § 11-952 (D), this First Amendment to the Fire Service Training Intergovernmental Agreement and the Intergovernmental Agreement for Fire Service Training attached as Exhibit A to the First Amendment has been reviewed by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF SURPRISE, ARIZONA

By: _____
Jeffrey Murray
City Attorney

Date: _____

INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICE TRAINING

This Intergovernmental Agreement ("Agreement") is entered into and made effective this 4th day of December, 2023 (the "Effective Date") by and between the City of Mesa ("Mesa"), an Arizona municipal corporation, and the City of Casa Grande, City of Maricopa, Town of Florence, Town of Payson, Superstition Fire and Medical District, Fort McDowell Yavapai Nation, and the Salt River Pima-Maricopa Indian Community. Collectively the parties, except Mesa, are referred to herein as the "Government Entities." Mesa and the Government Entities to this Agreement may also be referred to as "Parties" or individually as a "Party" depending on the context.

RECITALS

WHEREAS, Mesa and the Government Entities are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-951 and §11-952 and the Government Entities specific city charters, state law, and municipal and tribal codes. Mesa is also authorized and empowered pursuant to Article I, Section 103 of its Charter.

WHEREAS, it is the desire of Mesa and the Government Entities who are Parties to this Agreement, to work together for the provision of fire service training and intergovernmental cooperation for the mutual benefit of the public, the Government Entities' community and its personnel.

WHEREAS, the Government Entities desire to participate in Mesa's Fire and Medical Department Fire Service Training hosted at Mesa's facilities in order to provide regional emergency fire, medical, and other services more effectively in their respective communities.

AGREEMENT

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

2023-12-04

ARTICLE I. PURPOSE

Mesa and the Government Entities desire to enter into this Agreement for the purpose of enabling the Parties to conduct joint fire service training and allow their respective firefighter recruits to attend and participate in fire service training hosted by Mesa. Fire service training includes but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (H2M) Certification Training, EMT/Paramedic Recertification Training (CORE), and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education.

ARTICLE II. TERM OF THE AGREEMENT

1. Initial Term and Extension of Term:

This Agreement shall commence on the Effective Date and shall continue in force for five (5) years from the Effective Date (the "Initial Term"). The Agreement may be extended for one additional five (5) year term (the "Extended Term") by written mutual consent of Mesa and one or more Government Entities. The Government Entities electing to extend the Agreement will provide Mesa sixty (60) days written notice of their intent to exercise the Extended Term provision of this Agreement.

2. Termination and Cancellation:

One or more Party, at their convenience, by written notice, may terminate this Agreement in whole or in part with respect to the terminating Party's further participation in this Agreement by providing sixty days (60) written notice to the other non-terminating Parties. If this Agreement is terminated by a Party, the terminating Party will be liable under the provisions of this Agreement for all services and materials rendered to it and its employees prior to the effect date of the Party's termination of this Agreement.

In addition, the Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided personal property for purposes of disposing of property on termination.

ARTICLE III. STATEMENT OF SERVICES

1. Fire Service Training:

Mesa will provide fire service training and follow-on continuing education as outlined in Exhibit A, Mesa Fire and Medical Department Fire Service Training Menu.

2. Availability of Training:

Nothing in this Agreement creates an obligation or otherwise requires Mesa to host training or to provide an opportunity for any Government Entities' personnel to attend any particular training class hosted by Mesa under this Agreement.

3. Training Records:

Mesa will provide original training records for the Government Entities' personnel upon the completion of any training provided under this Agreement, upon completion of a fire recruit academy being provided under this Agreement, or upon termination of the Government Entities' employees attendance in the training program. Mesa will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole as required by law, fire service standards, or best practices require or make reasonable and prudent the preservation of such information as required by law.

4. Equipment and Assistance with Training:

4.1 Mesa shall specify the equipment and materials ("Required Equipment") that the Government Entities must provide to its employees, or that the Government Entities' employees must have, in order to participate in any particular training program. The Government Entities' employees must have the required equipment as a condition of participation in the training program.

4.2 Upon reasonable request, the Government Entities will provide Mesa instructors with administrative assistance. When the Government Entities facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by Mesa is requested, the Government Entities will allow Mesa to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions of facilities or equipment by the Government Entities, to the extent applicable, will be considered by the Mesa Fire Chief in determining the Training Fees to be paid by the contributing Government Entities.

5. Discipline. Academic Requirements and Skill Performance Standards:

5.1 Mesa reserves the right, in its sole discretion, to determine whether the Government Entities' employees are maintaining the minimum requirements necessary to continue the training. Mesa may, in its sole discretion and after advising the specific Government Entities, remove the specific Party's employee from the training for failure to abide by the academic, ethical, or disciplinary standards applicable to all fire service training participants. In the event a Government Entities' employee is removed from training for failure to abide by the academic, ethical, or

disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of the contractual training fees set forth in this Agreement for its employee removed from training. Removal from training is separate and independent from whether the impacted employee is disciplined or terminated by the employing Government Agency.

- 5.2** Government Entities' employees shall all be subject to the same standards for the purposes of training and academics. In the event that a Government Entities' employee is suspected of having engaged in misconduct while in training conducted by Mesa, Mesa shall report the suspected misconduct to the Government Entities employing said employee as soon as possible. The employing Government Entities will be responsible for conducting any appropriate investigation and taking corrective action or discipline.
- 5.3** Mesa has the sole and exclusive responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Government Entities' employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to Mesa controlled training and Mesa owned training locations, (5) the facility and location of site specific training, and (6) the assignment and use of any Government Entities' provided instructors, staff, or equipment.
- 5.4** The Government Entities understand and agree that Mesa will determine the curriculum for training programs to meet and satisfy, in part, Mesa standards, which may include the skill performance standards within the Mesa Fire and Medical Department's Training Standards. The Government Entities may request cross-training on Mesa materials, the presentation of which shall be provided by the Government Entities personnel. The Parties further understand and agree that Mesa will determine the appropriate location necessary to support training programs which, in part, satisfy Mesa standards. Additional training needs beyond Mesa standards, which may require additional time and resources by way of separate agreements, will be the sole responsibility of the requesting Government Entities.
- 5.5** Mesa will communicate with the Government Entities on issues that may affect the ability of a Government Entities' employee to successfully complete the training program, including, but not limited to academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. Mesa will advise the Government Entities, as soon as possible, when it appears that a Government Entities' employee may be subject to being removed from the Mesa training program.

6. Government Entities Responsibilities:

Government Entities agree to be responsible for ensuring that their employees sent to Mesa's premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

- 6.1** Government Entities warrant that its employees participating in training are thoroughly familiar with the type of exercise and physical ability necessary to participate and represent that, to the best of its knowledge, the health and physical condition of all its Government Entities' employees participating is excellent and that they are capable of undertaking this training.
- 6.2** Government Entities warrant that all Government Entities' employees participating in training are thoroughly familiar with the type of training being conducted and that their training and experience is sufficient to undertake this training.
- 6.3** Government Entities agree that prior to receiving Mesa fire training services training or utilizing a Mesa facility for training, Government Entities' employees must sign and submit an Assumption of Risk and Release Agreement in the form as attached hereto as Exhibit B.
- 6.4** While on Mesa's premises and at any other time or place during which fire service training or other activity pursuant to this Agreement is being conducted, Government Entities warrant that its employees will comply with all applicable United States Federal, State of Arizona, and Local laws, statutes, and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or Government Entities.
- 6.5** Government Entities will ensure that its employees have all required protective gear, uniforms, or other required equipment for the fire service training.
- 6.6** Necessary third party agreements: Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate Agreement in order to provide clinical rotations, such as in Paramedic Training, the Government Entities will be solely responsible for making sure their employees are covered under an agreement with the non-Mesa owned training site location and the respective Government Entities.

ARTICLE IV. PAYMENTS

1. Payment and Fees:

Government Entities will pay the amount identified in the Mesa Fire and Medical Department Fire Service Training Menu, Exhibit A, for each Government Entities' employee that attends training. This amount may be adjusted at the discretion of Mesa based on Government Entities' contribution to the training through the provision of non-monetary resources such as facilities, equipment, or personnel, recruit training officers, and other factors listed for non-monetary resources.

2. Invoicing:

Mesa will invoice the Government Entities at the conclusion of each training class conducted by Mesa under this Agreement. Government Entities shall remit all payments to Mesa Fire and Medical Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Government Entities' payment is not received within five (5) business days after the Due Date, Mesa may exercise its right to terminate this Agreement as to the non-paying Government Entities.

3. Fees for Non-Monetary Resources:

In establishing the Fire Service Training Fee, Mesa may consider the nature and duration of the training; additional expenses associated with the Government Entities' participation in the training; and the non-monetary contributions by the Government Entities in facilities, personnel, or equipment. The Mesa Fire and Medical Department Fire Chief has the discretion to waive fees, in whole or part, for one or more Government Entities when it is in the best interest of Mesa.

ARTICLE V. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

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

2. Implied Terms:

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

3. Entire Agreement; No Waiver; Amendment:

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

4. Additional Government Entities to the Agreement:

Notwithstanding the provisions of Article V, Paragraph 3 above, the Government Entities hereby give consent, without further written approval by any of the Government Entities who are a Party to this Agreement, to grant Mesa the right to modify or amend this Agreement to add additional Government Entities to this Agreement at any time during the Initial Term or Extended Term.

5. Health Insurance Portability and Accountability Act (HIPAA) of 1996:

The Parties certify that each 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 during the Initial or Extended Term of this Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

6. Third-Party Beneficiary:

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

7. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, any Party not appropriated funding to fulfill its obligations under this Agreement may seek to terminate this Agreement as to the non-appropriated Party.

8. **No Joint Venture:**
No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between any of the Parties.
9. **Assignment and Delegation:**
Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any of the Government Entities to another without the prior written consent of all Parties. Any attempt to assign this Agreement without prior written consent, will be void and may result in penalties up to and including termination of the Agreement.
10. **Independent Contractor Status:**
Except as otherwise provided by A.R.S. §23-1022(D), the Parties agree that no Party shall be deemed to be an employee or agent of any other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, no Government Entities nor any of its respective agents, employees or volunteers will be deemed to be the employee, agent, volunteer, or servant of Mesa.
11. **Workers' Compensation:**
To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party who engage in training or activities pursuant to this Agreement shall be deemed to be an employee of all Parties. The Government Entities which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the Government Entities solely liable for payment of all workers' compensation and related benefits. All Parties agree to post a notice to their employees, as required by A.R.S. §23-1022(E), which states: "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."
12. **Severability:**
The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.
13. **Compliance with Laws:**
The Parties will comply with all existing and subsequently enacted federal, state, and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional

costs, a request for an amendment may be submitted by any Party to this Agreement.

14. Drug Free Workplace:

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

15. Immigration Requirements:

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

16. Legal Worker Requirements:

To the extent applicable under the provisions of Arizona Revised Statutes § 41-4401, all Parties warrant to the other that each Party is in compliance with, and will continue to comply during the term of this Agreement, with all Federal Immigration laws and regulations that relate to their employees and that each Party is in compliance with the E-Verify Program pursuant to Arizona Revised Statutes § 23-214(A).

17. Nondiscrimination.

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act as Amended. No Party shall engage in any form of illegal discrimination with respect to applications for employment, student status, employees, or students.

18. Confidential Information:

- 18.1 Confidential Information.** "Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by one Party ("Discloser") to any other Party or its affiliates, employees, contractors, partners, or agents (collectively "Recipient") for the stated purpose, whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, network configurations, information security practices, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from Discloser; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) Discloser has approved in writing for disclosure.
- 18.2 Non-Disclosure and Unauthorized Use.** Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as using data encryption and maintaining appropriate technical and organizational security measures; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with this Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement.
- 18.3 Ownership.** Confidential Information shall remain the exclusive property of the Discloser. Nothing in this Agreement shall be construed to grant the Recipient any proprietary rights, whether by license, assignment, or otherwise, to the Confidential Information.

18.4 Return or Destruction. Upon Discloser's written request, or upon completion of or expiration of this Agreement, whichever is earlier, Recipient shall promptly return or destroy all Confidential Information belonging to Discloser that Recipient has in its possession or control. Upon Discloser's request, Recipient will certify as to its compliance with this paragraph. The requirements of this paragraph shall be subject to all public record retention policies, legal holds, and applicable laws.

18.5 Public Record. The Parties acknowledge and agree that they are a public body subject to Arizona's Public Records laws (A.R.S. §39-121 *et. seq.*) and any documents or records related to the Agreement may be subject to disclosure pursuant to state law in response to a public records request, subpoena, or other judicial or legal process. A Party receiving a public records request, subpoena or other judicial or legal request for documents (the "Request") arising out of or related to the Agreement shall promptly (within 3 business days) after receiving the Request notify all other Parties to the Agreement regarding the request for documents arising out of or related to the Agreement.

If a Party believes documents arising out of or related to this Agreement contain confidential or proprietary data or trade secrets, and objects to their disclosure, the Party objecting to disclosure may seek a protective order prohibiting disclosure from a court having jurisdiction over the matter. If the Party objecting to disclosure does not obtain a protective order prohibiting disclosure and provide a copy of the protective order to all other Parties within ten (10) business days after receiving notice of the Request for documents, the Party who received the Request may release the documents without further notice to any other Party.

19. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Government Entities acknowledge that participating in the Fire Service Training is dangerous and includes inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to the Government Entities' employees.

1.2 Indemnification:

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold

harmless the other Parties, and its elected and appointed officials, employees, agents, and volunteers (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively "Claims"), 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.

Each Party must also use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, and hold harmless the other Parties from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

- 1.3 Indemnifications Survive.** The provisions of this Agreement wherein a Party has explicitly indemnified the other Parties shall survive the expiration or termination of this Agreement.

ARTICLE VII. NOTICES

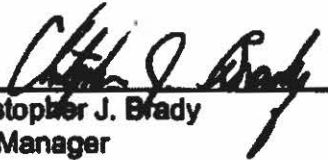
- 1.** Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or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

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

[SIGNATURES ON FOLLOWING PAGES]

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

City of Mesa, an Arizona municipal corporation

By: 
Christopher J. Brady
City Manager

ATTEST:


Holly Mosley
City Clerk



APPROVED AS TO FORM:


Alfred J. Smith
Deputy City Attorney

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

CITY OF MESA

By: 
Alfred J. Smith
Deputy City Attorney

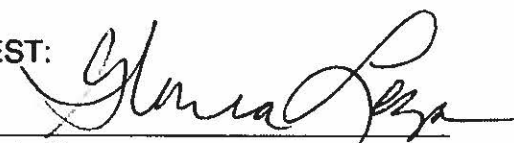
Date: 1/16/2024

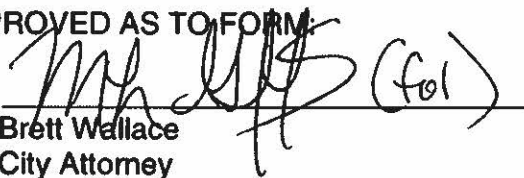
(00503-183 1)

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

City of Casa Grande Fire Department

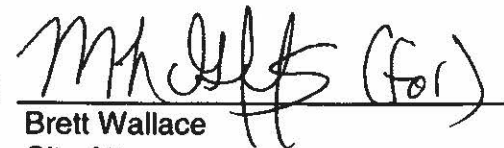
By: 
Dave Kean
Fire Chief

ATTEST: 
Gloria Leija
City Clerk Director

APPROVED AS TO FORM:
By:  (for)
Brett Wallace
City Attorney

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

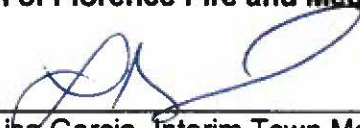
CITY OF CASA GRANDE

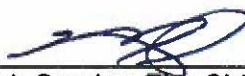
By:  (for)
Brett Wallace
City Attorney

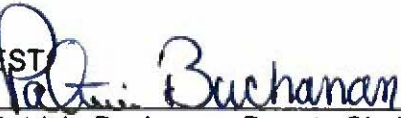
Date: 4/3/24

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

Town of Florence Fire and Medical Department

By: 
Lisa Garcia, Interim Town Manager

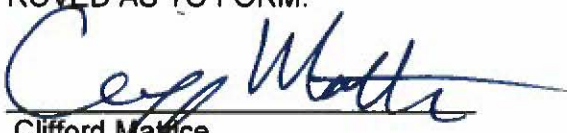
By: 
Mitch Snyder, Fire Chief

ATTEST
By: 
Patricia Buchanan, Deputy Clerk

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

TOWN OF FLORENCE FIRE AND MEDICAL DEPARTMENT

APPROVED AS TO FORM:

By: 
Clifford Matrice
Town Attorney

Date: 2-5-24

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

Superstition Fire and Medical District

By: 
John Whitney
Fire Chief

By: 
Kathleen Chamberlain
Board Chair

APPROVED AS TO FORM:
By: 
William R. Whittington
Attorney for the Board

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

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: 
William R. Whittington
Attorney for the Board

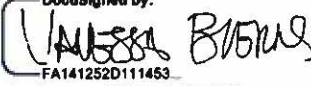
Date: 3/20/2024

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

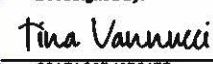
City of Maricopa, an Arizona municipal corporation

DocuSigned by:

By: 403658FC293D45C
Nancy Smith
Mayor

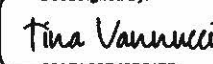
ATTEST: DocuSigned by:

FA141252D111453
Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

By: C2AFAC3D40B54FD
Tina Vannucci
Deputy City Attorney

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

CITY OF MARICOPA

DocuSigned by:

By: C2AFAC3D40B54FD
Tina Vannucci
Deputy City Attorney

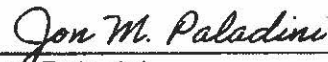
Date: 4/3/2024

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

Town of Payson Fire Department

By: 
David Staub
Fire Chief

APPROVED AS TO FORM:

By: 
Jon Paladini
Town Attorney

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

TOWN OF PAYSON FIRE DEPARTMENT

By: 
Jon Paladini
Town Attorney

Date: 2/22/2024

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

Fort McDowell Yavapai Nation

By: Bernadine Burnette
Bernadine Burnette
FMYN President

ATTEST:

Verlene Baptista
Verlene Baptista
Tribal Council Secretary

APPROVED AS TO FORM:

By: Diandra Benally
Diandra Benally
General Counsel

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

FORT McDOWELL YAVAPAI NATION

By: Diandra Benally
Diandra Benally
General Counsel

Date: _____

(00503483.1)

EXHIBIT A
MESA FIRE AND MEDICAL DEPARTMENT FIRE SERVICE TRAINING MENU

Aircraft Rescue Firefighter (ARFF) Certification Training	
Course Overview	Description
Scope	Students will study a curriculum required pursuant to the Federal Aviation Administration (FAA) 139.319. Students will learn skills needed to safely perform at PMGA and Falcon Field to include but not limited to: Airport Familiarization, Aircraft Familiarization, Aircraft Rescue Fire Fighter (ARFF) Safety, Emergency Communications, Apparatus, Agents, Aircraft Evacuation, Tactics and Strategy, Adaptive Structure, Cargo – Hazards, Emergency Plan, Airport Movement Area, Drivers Training, Annual Live Burn, Annual Escort Badging. This training will utilize the Incident Management/Unified Command structure and provide structure for working with our Aviation Partners.
Course Length	1 Classroom Week, 40 Hours additional driver training days as determined by Mesa Optional Live Burn Day (1 day per student)
Testing/Certification	Students will be evaluated and tested on their knowledge, skills, and abilities throughout the course. Skill and performance evaluations are completed during the Live Burn Exercise and Drivers Training portion of the class. Students must complete a written examination at the end of the course with a passing score of 75%. Engineers will be required to complete additional Drivers Training with the Drivers Training Captain at the end of the 40-hour course. Students will be required to complete a Live Burn Exercise at the end of the 40-hour course to become ARFF Certified. Students must attend 100% of the class, Live Burn and Drivers Training to be certified.

Cost	Base cost - \$1,340.00 per student Base cost with optional live burn - \$1,840.00 per student
------	--

Firefighter Recruit Training (Academy)	
Course Overview	Description
Overview	The Mesa Fire and Medical Department Regional Recruit Training Academy is conducted over a minimum of 15 weeks with 600 hours of training and meets the requirements of the Regional Automatic Aid IGA.
Scope	Over the course of the firefighter recruit academy the following skills will be covered: ▪ Physical Fitness ▪ Peer Support ▪ EMS Training ▪ Haz Mat / Special Ops ▪ Vehicle Safety ▪ Fireground Skills ○ SCBA ○ Hose Lays ○ Search & Rescue ○ Ventilation ○ Forcible Entry ○ Hose Management ○ Ground Ladders ▪ Live Fire Training ○ Intro to Heat ○ Flashover ○ Functional Burns ○ Car Fires ▪ Ladder Functions ○ Extrication ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities ▪ Violent Incident Training

	▪ Extinguishers ▪ Cancer Awareness & Prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface ▪ Mental Health / Peer Support
Course Length	15 weeks (dependent on City Holidays) 600 Hours
Prerequisites	• Arizona State EMT • IAFF Certified CPAT • CPR Certification: ▪ American Heart Association (AHA) - Health Care Provider ▪ American Red Cross (ARC) - CPR for the Professional Rescuer ▪ National Safety Council (NSC) – Equivalent Qualification
Testing/Certification	Students will be evaluated and tested on their knowledge, skills, and abilities throughout the academy. At the end of the recruit training academy, recruits that have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process. The Arizona Center for Fire Service excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy, recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.
Instructor Certification	The Mesa Fire and Medical Department Regional Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended for instructors to obtain Fire Instructor 1 certification.
Cost	\$3,500 per recruit until July 2024. \$4,500 per recruit after July 2024. If a participating regional City sends a Recruit Training Officer for the length of the academy the price for up to 2 recruits will be waived.

Hazardous Material Technical (HZM) Certification Training	
Course Overview	Description
Scope	Over the course of the program, students will learn the skills needed to safely perform Hazardous Material Technician level response in accordance with OSHA CFR29 1910.120 and NFPA 472 & 1072. The objectives of the course are to teach participants: ▪ to classify, identify, and verify known and unknown material by using field survey instruments and equipment; ▪ to select and use the proper chemical protective clothing provided to the hazardous materials Technician; ▪ to understand hazard and risk assessment techniques for Hazmat and CBRNE environments; ▪ to be able to perform advanced control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available; ▪ to develop incident action plans within the parameters of the incident command system.
Course Length	5 Weeks, 200 Hours
Prerequisite	Hazardous Materials First Responder Operations
Testing/Certification	Students will be evaluated and tested on their knowledge, skills, and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned. Students must complete a written examination at the conclusion of the following module with a passing score of 75%: ▪ Chemistry At the conclusion of the entire Hazardous Materials Technician program, students must complete a written examination covering all course objectives in accordance with IFSAC accreditation standards. A passing grade of 75%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.
Cost	\$4500 per student

Technical Rescue Technician (TRT) Certification Training	
Course Overview	Description
Scope	Over the course of the program, students will learn the skills needed to safely perform rescue operations in the following areas of expertise: ▪ Rope Rescue ▪ Confined Space Search and Rescue ▪ Trench and Excavation Search and Rescue ▪ Structural Collapse ▪ Swiftwater Rescue ▪ Vehicle and Machinery Rescue ▪ Helicopter Rescue Operations This training will utilize the Incident Management/Unified Command structure to assess a technical rescue hazard within the response area, identify the level of operational capability, and establish operational criteria.
Course Length	5 Weeks, 200 Hours
Testing/Certification	Students will be evaluated and tested on their knowledge, skills, and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned. Students must also complete a written examination at the conclusion of the following modules with a passing score of 80%: ▪ Confined Space Rescue ▪ Trench Rescue ▪ Structural Collapse In addition, at the conclusion of the entire Technical Rescue Technician program, students must complete a written examination covering all course objectives. A passing grade of 80%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.
Cost	\$4500 per student

Initial Paramedic Training	
Course Overview	Description
Scope	Throughout the course of the Paramedic training program, the student will learn the knowledge and skills needed to provide basic and advanced emergency medical care and transportation safely and proficiently for critical and emergent patients who access the emergency medical system. Paramedics function as part of a comprehensive EMS response, under medical oversight. Paramedics can perform interventions with the basic and advanced equipment within their system. The paramedic is a link from the scene into the health care system.
Course Length	6 months (550 hours of classroom hours; 100 hours of clinicals and approximately 480 hours of field internship/capstone). Monday, Tuesday, Wednesday, and Thursday. Class, with the addition of clinicals, will not exceed 40 hours per week. However, when students are completing their field internships, they will return to their normal shift schedule with class participation every Monday.
Testing/Certification	Students will demonstrate competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Students will show competency in Pediatric, Adult, and Geriatric patient management. Students will take written, computer generated and skills examinations covering all course objectives. A passing score of 80% must be obtained.

	Upon successful completion of the MFMD Paramedic Training Program, students are eligible to take the NREMT test. Upon successful completion of NREMT examination, students receive their Arizona and National Paramedic certifications and 45 college credit hours from Mesa Community College. Additional Certifications awarded during paramedic training ▪ Certificate of Completion ▪ ACLS/CPR certification ▪ PALS certification ▪ PHTLS Certification ▪ NRP (Neonatal Resuscitation Program)
Cost	The tuition breakdown will be paid to the City of Mesa unless there is an equal value agreement for the agency to provide instruction equaling the value of the total tuition amount. Total \$7,165 Breakdown: \$3,825 Tuition \$3,340 Lab

EXHIBIT B
ASSUMPTION OF RISK AND RELEASE AGREEMENT

ASSUMPTION OF RISK AND RELEASE AGREEMENT
MESA FIRE AND MEDICAL DEPARTMENT FIRE SERVICE TRAINING

THIS IS A RELEASE OF LEGAL RIGHTS
READ AND UNDERSTAND BEFORE SIGNING

I, _____ hereby agree as follows:

1. Risk of Activity. I understand that participation in Fire Service Training exercises ('Activities') with Mesa Fire and Medical Department and its affiliated training vendors (collectively "Mesa"), at Mesa or affiliated vendor locations ("Site(s)) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of Mesa. . I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by Mesa or otherwise.
2. Waiver of Liability. I understand Mesa is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge Mesa, its elected and appointed officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.
3. Health and Safety.
 - a. Prior to participating in the Activities, I was advised to consult with a medical professional to ensure I am medically able to participate in the Activities. I have had the opportunity (or knowingly waive the right) to consult with and be examined by a medical professional with regard to my personal medical condition. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site(s).
 - b. I have arranged, through insurance or other means, to meet any and all needs

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for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand Mesa is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, Mesa is not responsible for the cost or quality of such treatment or care.

- c. Subject to medical decision-making capacity, I acknowledge and understand Mesa may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release Mesa from any liability for any actions taken.
4. Standard of Conduct. I agree to comply with all Mesa's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the Mesa Fire and Medical Department Rules and Regulations, as amended. I waive and release all claims against Mesa for my failure to remain under the supervision of Mesa personnel or to comply with such rules, standards, and instructions.
5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify Mesa, its elected and appointed officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.
6. **INDEMNITY: I SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MESA AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS ASSUMPTION OF RISK AND RELEASE AGREEMENT (the "WAIVER"), AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD- PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MESA, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND MESA ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.**

{00522277.1}

7. No Joint Venture: I understand that no term or provision in this Waiver is intended to create a partnership, joint venture, or agency arrangement between any of the Parties. I further understand that no Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of Mesa. I understand that where I am included as a "student" that does not deem me to be an employee or agent of t Mesa.
8. Workers Compensation: For the purposes of workers' compensation coverage, the Government Agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver shall be the Government Agency solely liable for payment of all approved workers' compensation and related benefits.
9. If any one or more of the provisions in this Waiver Rare determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this Waiver r, and this Waiver shall be construed as if such invalid provision had never been contained in this Waiver . In any legal action in connection with this Waiver, the exclusive venue shall be in the courts of Maricopa County, Arizona and this Waiver shall be construed in accordance with the laws of the State of Arizona.

I have carefully read this Waiver Form and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written Waiver, have been made to me. This Waiver shall become effective only upon receipt by Mesa and shall be governed by and construed in accordance with the laws of the State of Arizona including Mesa's Charter and Municipal Ordinances.

Executed on this date _____

By _____
 Printed Name of Individual Signature of Individual

 Printed Name of Witness Signature of Witness

 Name of Government Agency

{00522277.1}

**EXHIBIT C
ADDRESSES OF PARTIES**

City of Mesa Fire and Medical

Attn: Mary Cameli
Mesa Fire Chief
13 W. 1st Street
Mesa, AZ 85201
(480) 644-3070
Mary.Cameli@mesaaz.gov

City of Casa Grande Fire Department

Attn: Tony Lafalce, Assistant Fire Chief
377 E. Val Vista Blvd.
Casa Grande, Az. 85122
Office: 520-421-8777 X-5970
Cell: 520-270-0553
Fax: 520-836-1129
tlafalce@casagrandeaz.gov

Salt River Pima-Maricopa Indian Community

Attn: Fire Chief Tsosie Wood and Deputy Chief Mike Mink
10005 E. Osborn Road
Scottsdale, AZ 85256
Office: 480-362-7345 (Deputy Chief Mike Mink)
Cell: 480-686-6802 Deputy Chief Mike Mink)
Fax: 480-850-8231
tsosie.wood@srpmic-nsn.gov
mike.mink@srpmic-nsn.gov

Town of Florence – Florence Fire and Medical Department

Attn: Interim Battalion Fire Chief James Walter
775 N. Main Street
Florence, AZ 85132
(520) 868-7563
(520) 840-3793
james.walter@florenceaz.gov

Superstition Fire and Medical District

Attn: John Whitney or Kathleen Chamberlain
565 N. Idaho Road
Apache Junction, AZ 85119

{00522277.1}

Phone: (480) 982-4440 ext. 121
Fax: (480) 982-0183
john.whitney@sfmd.az.gov
kathleen.chamberlain@sfmd.az.gov

City of Maricopa Fire/Medical Department

Attn: Fire Chief Brad Pitassi
20340 N. Estrella Pkwy
Maricopa, AZ 85139
Phone: (520) 494-2399
Fax: (520) 568-1415
brad.pitassi@maricopa-az.gov

Town of Payson Fire Department

Attn: Fire Chief David Staub
400 W. Main Street Payson, AZ 85541
928-474-5242 ext. 9
Fax: 928-474-0925
dstaub@paysonaz.gov

Fort McDowell Yavapai Nation

Attn: Mark Barnhart or Fire Eddie Smith
10755 N Fort McDowell Road
Fort McDowell, AZ 85264
Phone: 480-789-7521
Fax: 480-789-7525
Efax: 1-256-530-8089
mbarnhart@fmyn.org
esmith@fmyn.org



Acting Chief Kevin Spirlong
City of Surprise
Fire-Medical Department
14250 W. Statler Plz.
Suite 101
Surprise, AZ 85374

Re: Letter Agreement between the City of Mesa and City of Surprise
Initial Paramedic Training Program

Dear Chief Spirlong:

This letter constitutes an agreement between the City of Mesa, Arizona ("Mesa"), and the City of Surprise, Arizona ("Surprise"), concerning the Initial Paramedic Training program conducted by the Mesa Fire and Medical Department at the Mesa Public Safety Facility that started on August 4, 2025.

Mesa and other government entities have entered into an Intergovernmental Agreement for Fire Service Training dated December 4, 2023 ("IGA"), which enables the participating entities to conduct joint fire service training and allow their respective recruits to attend and participate in fire service training hosted by Mesa. One program offered by Mesa is Initial Paramedic Training as described in Exhibit A to the IGA. The IGA and Exhibit A are attached. Due to the start date of the next Initial Paramedic Training program and Surprise's schedule of meetings for its City Council, Surprise did not have sufficient time to vote to join the IGA prior to its employees starting the Initial Paramedic Training.

Until Surprise can vote to join the IGA, Mesa and Surprise will enter into this letter agreement for the Initial Paramedic Training program that started on August 4, 2025.

Surprise will enroll two (2) recruits into the program at a total cost of Seven Thousand One Hundred Sixty-five and NO/100 Dollars (\$7,165) per student. On August 19, 2025, Surprise remitted payment to Mesa in the amount of Fourteen Thousand Three Hundred Thirty and NO/100 Dollars (\$14,330.00). Surprise agrees that the terms and conditions set forth in the IGA and its Exhibit A are incorporated into this letter agreement and apply with full force to its recruits' participation in the program.

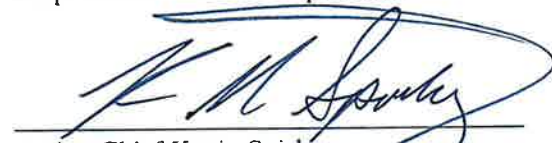
AGREED to by:

CITY OF MESA
Mesa Fire and Medical Department



Chief Mary Cameli
Dated: Sept. 29, 2025

CITY OF SURPRISE
Surprise Fire-Medical Department



Acting Chief Kevin Spirlong
Dated: 9/30/2025

13 W. 1st Street
P.O. Box 1466
Mesa Arizona 85211-1466
480.644.2101 Tel
480.644.4460 Fax

RESOLUTION # 2025-109

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MESA FOR FIRE SERVICE TRAINING.

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

WHEREAS, on December 4, 2023, the City of Mesa entered into an intergovernmental agreement with several other government entities for the provision of fire service training (“Fire Service Training IGA”) and intergovernmental cooperation for the mutual benefit of the public, the government entities’ communities and their personnel;

WHEREAS, the City of Surprise desires to participate in Mesa’s Fire and Medical Department Fire Service Training hosted at Mesa’s facilities in order to provide emergency fire, medical, and other services more effectively;

WHEREAS, the City of Surprise and the City of Mesa desire to enter into a First Amendment to Mesa’s “Fire Service Training IGA” with the other governmental entities to add the City of Surprise as a party to that “Fire Service Training IGA” in order to facilitate the provision of fire service training and intergovernmental cooperation for the mutual benefit of the public.

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

Section 1. The “First Amendment to the Intergovernmental Agreement for Fire Service Training” between the City of Surprise and the City of Mesa (attached as Exhibit 1), adding the City of Surprise as a party to the “Fire Service Training IGA” between the City of Mesa and other governmental entities (attached as Exhibit A to Exhibit 1), 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 MESA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: Human Resources
Staff Recommendations:

Contact Person: Digger Oster
District: Citywide

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

Consideration and action authorizing submission of the Request for Waiver from the requirement of posting the statutory deposit to the Industrial Commission of Arizona.

Motion:

I move to approve and authorize submission of the Request for Waiver from the Requirement to Post Statutory Deposit to the Industrial Commission of Arizona.

Background:

On January 30, 2017, Council approved by Resolution # 2017-03 the funding of a self-insured Workers' Compensation program. With the establishment of the self-insurance program comes certain regulatory compliance measures, in addition to an annual application to the Industrial Commission of Arizona (ICA) requesting authority to self-insure.

In lieu of posting securities for outstanding Workers' Compensation liabilities, Arizona Administrative Code R-20-5-1114, affords public entities the opportunity to request waiver of a security deposit. This request for waiver must be submitted annually as part of the application process for renewal of Workers' Compensation self-insured status considered by the Industrial Commission of Arizona. The waiver must include the signatures of the majority of the Council requesting such an exemption be granted. While the City of Surprise transitioned the Worker's Compensation program back to a fully-insured model, the trust must remain in place for claim liabilities for the period of July 01, 2017 through March 31, 2023.

Objective Analysis:

This action is to obtain consent from City Council to submit an exemption letter to the Industrial Commission of Arizona, seeking approval to waive the requirement to post a security deposit for outstanding Workers' Compensation liabilities. Council has approved, and an exemption letter has been submitted to the ICA, every year since the City initiated its self-insured Workers' Compensation program.

Policy Compliant:

This action complies with all applicable statutes and codes and furthers the City Council's continuing agenda to be fiscally responsible and proactive.

Financial Impact:

The action aims to avoid posting of statutory securities, thus preserving contingency funds held within the Workers' Compensation Trust.

Budget Impact:

The action aims to avoid posting of statutory securities, thus preserving contingency funds held within the Workers' Compensation Trust.

FTE Impact:

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

ATTACHMENTS:

1. Request for Waiver of Security Form
-



Notary Attestation

I _____, _____ of/for

City of Surprise, Arizona

do hereby attest the attached Request for Waiver from Requirement to Post Statutory Deposit form signatures, duly approving the request for a waiver from requirement to post a statutory deposit, were signed in perpetuity, are original signatures, or a certified copy thereof.

State of Arizona)
County of Maricopa) ss
_____)

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of
_____, a notary public, to be affixed hereunto
this ____ day of _____, _____.

Affix Seal or Stamp

Notary Public

Signer's Email Address

(Notary - complete this section to sign if form is filed electronically)

IN WITNESS WHEREOF, the foregoing Request for Waiver From Requirement to Post a Security Deposit was acknowledged before me, a notary public, to be affixed hereunto by means of communication technology this ____ day of _____, _____

Affix Seal or Stamp

Notary Public

Signer's Email Address

**Request for Waiver from Requirement to Post Statutory Deposit
Pursuant to A.A.C. § 1525 (A)**



The City of Surprise

- 1) is a duly qualified, eligible, and authorized Arizona self-insurer pursuant to Arizona Revised Statute § 23-961 et. seq., and the Arizona Administrative Code, and, as such, hereby requests the Industrial Commission of Arizona approve a waiver from the posting of a statutory deposit, pursuant to A.A.C. § R20-5-1525 (A).
- 2) is a public entity or public entity pool that has operated in Arizona for a minimum of five consecutive years pursuant to A.A.C § 1525 (B)(1).
- 3) is a public entity or public entity pool with an established trust document (attached), and a trust fund pursuant to A.R.S. § 11-981, or a public entity pool that has an established a workers' compensation pool loss account pursuant to A.A.C. § R20-5-1530 (B).
- 4) maintains a positive fund/account balance pursuant to A.A.C. § 1525 (B)(2), that is continually funded in accordance with GASB #30 (or a successor statement) cover actuarial liabilities pursuant to A.A.C § 1525 (B)(3).
- 5) completes an actuary report on an annual basis with a confidence level of 55%, and a discount percent of 3%.
- 6) shall file current quarter financial statements and a statement of unpaid liabilities with the Division every six months, beginning six months after a waiver is granted pursuant to A.A.C. § R20-5-1525 (E).
- 7) will cure an account or fund deficiency immediately upon discovery.
- 8) shall cure an account or fund deficiency within 30 days of being notified by the Division.
- 9) shall file a completed Workers' Compensation Liability Form, and post security as required by the Commission within 10 days of service of a written findings and order revoking the waiver of security pursuant to A.A.C. § R20-5-1525 (G).
- 10) understands the decision of the Commission to approve, deny, or revoke a request for waiver of security shall be made by a majority vote of a quorum of Commissioners present at a public meeting; if the Commission grants a waiver of security, the waiver shall be included in the Resolution of Authorization issued under R20-5-1509 (F) and shall continue unless the public entity or public entity pool named in this document no longer satisfies the requirements of A.A.C § 1525.
- 11) shall file a completed Workers' Compensation Liability Form, and post security pursuant to A.R.S. § 23-961, A.A.C. § 1520, and/or 1509 (C) if the requirements of A.A.C § 1525 are not satisfied.

The signature(s) below represent

The City of Surprise

_____,
and as such, certifies and attests that the information contained in this Request for Waiver From Posting Security Form is accurate and correct.

If the signature responsibility is delegated to one public employee position or designated officer, attach the code or ordinance section (Public Entity), or bylaws, resolution or incorporating documents (Public Entity Pool).

Name: Kevin Sartor, Mayor

Signed: _____

Date_____

Name: Jack Hastings, Vice Mayor

Signed: _____

Date_____

Name: Nick Haney

Signed: _____

Date_____

Name: Earle Greenberg

Signed: _____

Date_____

Name: Patrick Duffy

Signed: _____

Date_____

Name: Johnny Melton

Signed: _____

Date_____

Name: Chris Judd

Signed: _____

Date_____



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 21, 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. 359432, requested by John Anthony Beerling, for Someburros located at 16487 W Cactus Rd, Surprise, AZ 85388 for a new Series 12 Liquor License.

Motion:

I move to recommend approval of application No. 359495 to the Arizona Department of Liquor Licenses and Control.

Background:

Upon receipt from the State Liquor Board, the City Clerk's Office has posted the appropriate notice of hearing as required by law to allow for written arguments in favor or opposition to the proposed application.

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. FD - 16487 W Cactus Somburros e liquor license
 2. Finance - Someburros_16487 W Cactus Rd
 3. CD - SOMEBURROS 359432 REPORT
 4. SOMEBURROS 359432 Map
 5. PD - Someburros 359432
-



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



October 2, 2025

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Someburros
16487 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



MEMO

Date: 10/02/2025

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Lillian Nieto- Business Compliance Specialist

RE: Liquor License Application - Someburros- 16478 W Cactus Rd

Business License Status:

☒ Application link emailed on 10/02/2025.

☐ License # , current and valid for .



COMMUNITY DEVELOPMENT DEPARTMENT

Date: October 2, 2025
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
Daniel Johnson, Zoning Specialist
Re: Liquor License Application for:

**Agent, John Anthony Beerling
Someburros
16487 W Cactus Rd
SURPRISE, AZ. 85338**

New Series 12 (New Application – Restaurant)- Application # 359432

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

1. Quiktrip #1430 (Series 10) – 12294 N Prasada Pkwy
2. Fry's Marketplace #661 (Series 09) – 16371 W Cactus Rd

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.

SOMEBURROS

PAD
PRASADA

PAD
PRASADA

PAD
PRASADA

QUIKTRIP #1430

SITE

FRY'S
MARKETPLACE
#661

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:

DATE: October 9, 2025

Application Number- 353487
New Application – Restaurant
Series 12
License Number- Pending

APPLICANT:

SOMEBURROS
16487 West Cactus Road.
Surprise, Arizona 85388

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Someburros is a restaurant with many valley locations that will serve patrons of all ages from the surrounding community.
- 2) ***Effect of vehicular traffic in proximity.***
There should be no effect on vehicular traffic in proximity with the addition of this liquor license
- 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.***
This is a new business in a new location, there is no history.
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in proximity.***
There are no other businesses in immediate vicinity with a liquor license.
- 5) ***Appropriateness of series license requested.***
This series of license request is appropriate for this proposed restaurant.

Submitted by Officer M. Ortega #2036



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 21, 2025 Contact Person: Adam Lane
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 Amendment No. 1 to the Intergovernmental Agreement with Maricopa County for homeless services; amending the Fiscal Year 2026 budget by moving budget in the amount of \$300,000 from General Contingency to the Grants Fund; and revising the Contract Awarding Authority List; Resolution 2025-108.

Motion:

I move to approve Resolution 2025-108.

Background:

In October 2023, the City of Surprise entered into an intergovernmental agreement with Maricopa County to expand homelessness services in the Surprise area. The County provided the City with \$850,000 in funding for emergency shelter services and homeless services administration. The current terms of the agreement are from August 1, 2023, through September 30, 2026. This funding supports operations of the West Valley Housing Assistance Center (WVHAC), contributes to the salary of the City's Housing Solutions Coordinator, and provided support for the Interfaith Homeless Emergency Lodging Program while it was operating in the City of Surprise.

Amendment No. 1 to this agreement provides an additional \$300,000 to support WVHAC operations for the remainder of the agreement. This funding includes a \$100,000 contribution from the City of Glendale and \$200,000 in ARPA funding passed through Maricopa County.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to continue to support operations at the WVHAC.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

This one-time amount of \$300,000 is to provide additional funding to support WVHAC operations.

These expenses are on a reimbursable basis. There is no match associated with this funding.

Budget Impact:

This action requires a movement of budget authority in the amount of \$300,000 from General Contingency to project G51722 FY24 Homeless Services in the Grants Fund to cover projected expenditures associated with homeless services. 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. Homeless Services Amendment No. 1
 2. Presentation
 3. Resolution 2025-108 Homeless Services IGA Amendment No. 1-Final
-

AMENDMENT NO. 1 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

- I. Maricopa County ("County"), administered by its Human Services Department, entered into a financial Intergovernmental Agreement ("Agreement") with the City of Surprise ("City" or "Subrecipient") which was fully executed on or about October 18, 2023. The purpose of the Agreement is to expand homelessness services in the Surprise area through homeless services administration and emergency shelter services. The Agreement term is August 1, 2023, through September 30, 2026. Under the Agreement, the County provided \$850,000 to the City for program service delivery. The County and the City collectively are referred to as the "Parties" and individually as the "Party."
- II. The Parties now agree to modify the Agreement as authorized by Paragraph 4.0 (Amendments) of the Agreement as follows:
 - A. The Agreement total funding shall increase by \$300,000 with planned funding sources including but not limited to \$200,000 in Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funds under ALN 21.027 and \$100,000 from the City of Glendale.
 - B. Revise the Agreement amount on Page 1 to reflect a new total Agreement funding amount of \$1,150,000.
 - C. Add Federal Award Identification Number (FAIN) and Award Date to Page 1 of the Agreement:

FAIN / AWARD DATE: 21.027: SLFRP0146 awarded 5/18/2021
 - D. Revise and Replace 2.0 (Purpose) with the following:

2.0 PURPOSE
Through this Agreement the County seeks to expand homelessness services in the Surprise and Northwest Valley region. The County shall provide the Subrecipient with American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds ("ARPA") and General Funds for Homeless service administration and emergency shelter services (the "Project") to principally serve people experiencing homelessness.
 - E. Revise and replace Paragraph 5.0 (Administrative Change Orders) with the following:

5.0 ADMINISTRATIVE CHANGE ORDERS
 - 5.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the

Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

- 5.1.1 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 5.1.2 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state, and local regulations, policies, or requirements.

- F. Revise and replace Paragraph 6.0 (Funding, Invoicing, and Payment) with the following:

6.0 FUNDING, INVOICING, AND PAYMENT

The County shall provide the Subrecipient with \$800,000 in ARPA Funds under Assistance Listing Number (ALN) 21.027 provided to the County through the U.S. Department of Treasury and \$250,000 in Maricopa County General Funds (GF). \$100,000 in funding through the County will be provided by the City of Glendale for a total funding award of \$1,150,000.

- G. Revise and replace Paragraph 13.0 (Notices) with the following:

13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

City of Surprise:	Maricopa County:
Seth Dyson	KateLynn Dean
Human Service & Community	Homeless Initiatives Program Manager
Vitality Director	(602) 506-4652
Direct: (623) 222-1620	katelynn.dean@maricopa.gov
Cell: (480) 798-5162	234 N. Central Avenue, Suite 3000
seth.dyson@surpriseaz.gov	Phoenix, AZ 85004
16000 N Civic Center Plaza	
Surprise, AZ 85374	

- H. Add the following Paragraph to the Agreement:

57.0 BUDGET ADJUSTMENTS

- 57.1 The Subrecipient must receive prior written approval from the County to move funds from one budget line item to another. Twenty-five percent (25%) of the total Agreement amount may be adjusted between budget categories as shown in Exhibit A-Statement of Work, Paragraph 6 (Budget)-Line Item Expenditures with prior written permission of the County Program Manager. The Budget Modification Template (Attachment 1) once executed and approved by the County Program Manager will become an addendum to the Agreement.

57.2 If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

- I. Revise and replace Exhibit A-Statement of Work attached and incorporated into the Agreement.
- J. Add Attachment 1: Budget Modification Template contained herein.
- III. Section II above contains all the changes to the Agreement made by this Amendment No. 1. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No.1 is subject to and incorporates the provisions of A.R.S. § 38-511.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 1, and it shall be effective upon approval and signature by the Parties.

[Signatures contained in the following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
THE CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

Kevin D. Sartor
Mayor

Thomas Galvin, Chairman
Board of Supervisors

Date

Attestation:

Attestation:

Kristi Passarelli City Clerk	Date
---------------------------------	------

Juanita Garza _____ Date _____
Clerk of Board

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

EXHIBIT A- STATEMENT OF WORK**1.0 Project Implementation**

- 1.1 The Subrecipient shall implement the Homeless Services Administrator position, and shelter operations through the WWHAC Services (the "Project") to principally serve people experiencing homelessness.
 - 1.1.1 Homeless Services Administrator to include:
 - 1.1.1.1 Plan, develop, and manage all aspects of the City's homeless priorities including building strong strategic partnerships, using data to analyze policy issues in homelessness, providing expert knowledge and guidance, and driving progress toward achieving regional goals.
 - 1.1.1.2 This position will work with City Departments, regional municipalities, non-profit organizations, health departments, and community partners to leverage regional efforts and maximize resources to end homelessness.
 - 1.1.1.3 Coordinate with and support the County in leading the subregional collaborative in the Surprise area.
 - 1.1.2 Shelter Services (WWHAC) to include:
 - 1.1.2.1 Establish eligibility and issue a homeless verification letter within 72 hours of entry.
 - 1.1.2.2 All staff funded under this contract are to have the primary goal of supporting clients in exiting shelter to permanent housing. This involves all staff being trained on trauma informed care, motivational interview, and appropriate resources to provide to clients as needed. Make documentation of these trainings available for monitoring.
 - 1.1.2.3 All clients will receive an initial intake with support and resources provided based on their identified needs within the first 24 hours of residency.
 - 1.1.2.4 All clients will have access to AD HOC support services upon request in order to have the tools and resources to resolve their identified needs.
 - 1.1.2.5 Collect and maintain documents for housing readiness and coordination.
 - 1.1.2.6 Facilitate connection to state licensed mental health and chemical dependency treatment program as necessary.
 - 1.1.2.7 Enter client information into Homeless Management Information Systems ("HMIS"). All data must be entered into HMIS within 3 days of initial intake. Must have a data completeness score of 95%.
 - 1.1.2.8 Case management will serve 100% of people in the program
 - 1.1.2.9 Must maintain above 95% occupancy on average.
 - 1.1.2.10 Adhere to all applicable Program Performance Measures as outlined by Maricopa Regional Continuum of Care Guidelines.

1.2

- 1.2.1.1 Ensure established Policies and Procedures are in place for service delivery;
- 1.2.1.2 Be responsible for hiring, managing, training, and terminating staff as necessary, in accordance with Subrecipient's established policy and procedures. Subrecipient shall make Policies available for County review at time of monitoring.
- 1.2.1.3 Report incidents that may involve a liability issue, significant disruptions in services or unusual or dangerous interactions which may leave the County open for public scrutiny. Subrecipient will report incident to County Homeless Services staff by telephone as soon as possible within 24 hours following occurrence and will provide a detailed incident report to County Homeless Services staff within three (3) business days following occurrence.

2.0 Background Checks and Fingerprinting

- 2.1 Background Checks for Employment Through Central Registry:
 - 2.1.1 The Subrecipient shall make available valid Background Check information to County upon request.
- 2.2 Fingerprinting:
 - 2.2.1 The Subrecipient shall comply with, and shall ensure that all Subrecipient's employees, independent contractor, subcontractors, volunteers, and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
 - 2.2.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but 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, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement.
 - 2.2.3 The Subrecipient 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.
 - 2.2.4 The Subrecipient shall make available valid Fingerprint information to County upon request.

3.0 Outcomes/Performance Measures

- 3.1 Homeless Services Administrator to include:
 - 3.1.1 Narrative overview of Surprise homeless service activities and coordination with the County.
- 3.2 WWHAC to include:

- 3.2.1 In alignment with Maricopa Regional Continuum of Care Program Performance Measures, adherence to the following outcomes:
 - 3.2.1.1 Occupancy rate to be above 95% on average.
 - 3.2.1.2 Number of individuals and families experiencing homelessness served.
 - 3.2.1.3 Known Exit Destinations in HMIS
 - 3.2.1.4 HUD defined positive exit destinations
 - 3.2.1.5 Data completeness and timeliness
- 3.2.2 Indicators (The data point reporting locations is identified after each indicator in parenthesis based on reports in HMIS):
 - 3.2.2.1 Chronicity: Percentage of program participants meeting chronic definition (APR: 5A).
 - 3.2.2.2 Median Length of Stay: Median number of days for participants currently in the program. (APR: 22B)
 - 3.2.2.3 Average Length of Stay: Average number of days for participants currently in the program. (APR: 22B)
 - 3.2.2.4 Data Quality: Percent of fields missing or incorrect in HMIS as measured by HMIS APR. (APR: 6A,B,C,D,E)
 - 3.2.2.5 Income Growth at Exit: Percentage of those with increased income at program exit. (APR: 19A2)
 - 3.2.2.6 Receipt of Outside Benefits Upon Exit: Percentage of those with at least one source of outside benefits upon program exit. (APR: 20B)
 - 3.2.2.7 Positive Exits: Percentage of program participants who exited to a positive destination as recorded in HMIS. (APR: 23C)
 - 3.2.2.8 Occupancy Rate: Percentage of beds currently utilized by program participants. (SAPBO: Bed Night Utilization)
 - 3.2.2.9 Fund Utilization: Percentage of funds expended during term of grant.
 - 3.2.2.10 Housing First: Program score, max of 216. (Housing First Assessment Tool)
 - 3.2.2.11 Intake and Assessment: Median number of days between Shelter Entry Date and Case Management Entry Date (for the clients who received case management).
 - 3.2.2.12 Case Management: Ratio of available case managers for every program participant.
 - 3.2.2.13 Program Participants: Number of unduplicated clients served in overnight shelter. (APR: 5A)
 - 3.2.2.14 Exit Destinations: Count of positive exits, not-positive exits, and unknown exits. (Unknown is the sum of "Client doesn't know/refused" and "Data not collected (no exit interview completed)". (APR: 23C)
- 4.0 **Reporting Requirements:** Monthly reporting to be submitted no later than the 15th calendar day of the month, following the close of the prior month (i.e., February 15th for January report) to include:
 - 4.1 Monthly payment request form for reimbursement using a template provided by the County.

- 4.2 Program Reports to be sent monthly:
 - 4.2.1 COC APR from HMIS for each program
 - 4.2.2 Outcome report using an agreed upon template that reports progress on outcomes/ performance measures listed in the section above.
- 4.3 Provide Quarterly
 - 4.3.1 Report on all indicators
 - 4.3.2 Report indicating the expenditure percentage of the yearly budget with a budget narrative describing the status and any programmatic or financial issues. This report is to include all funding sources.
 - 4.3.3 Share aggregate data at the request of County within 7 days.

5.0 **Monitoring**

- 5.1 The County will monitor the Subrecipient's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by either the County at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.
- 5.2 Subrecipient shall make Policies available for County review at time of monitoring.
- 5.3 Subrecipient will provide full access, read only, to the Project in HMIS for the purpose of monitoring client files no more than once per quarter. Subrecipient is responsible for notifying HMIS Lead Agency and granting access to the County within 3 business days of monitoring notice.
- 5.4 County will conduct desk monitoring monthly when financial and programmatic reports are submitted.
- 5.5 The County will conduct desk monitoring at minimum, on an annual basis and in conjunction with federal agencies, if applicable, in order to review outputs, outcomes and requirements described in the scope of work.
- 5.6 Subrecipient will provide any ad hoc reports as requested by the County including aggregate or client level data through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to and effectiveness of service. The County reserves the right to add, remove or revise reporting requirements at its discretion.

6.0 **Budget**

FUND SOURCES	
Sources	Total
Maricopa County – General Funds	\$250,000
Maricopa County – SLFRF	\$800,000
City of Glendale	\$100,000

Line Item Expenditures	Total Service Cost	County Costs
IHELP Shelter	\$279,672	\$100,000

WVHAC Operations	\$2,502,000	\$900,000
Homeless Services Administrator	\$530,000	\$150,000
TOTALS:	\$3,311,672	\$1,150,000

ATTACHMENT 1

BUDGET MODIFICATION TEMPLATE

RESPONDENT :			ESG & CDBG Contracts			
CONTRACT SERVICE		PROGRAM NAME	CONTRACT PERIOD		TODAY'S DATE	
PERSONNEL AND EMPLOYEE RELATED EXPENSES		CURRENT	NEW	VARIANCE \$	%	NOTES
Number of Positions	% of FTE Level	Position Title	DATE RANGE	DATE RANGE		
				\$ -		
				\$ -		
TOTAL:		\$ -	\$ -	\$ -		
EXPENSE BUCKET NAME		CURRENT	NEW	VARIANCE \$	%	NOTES
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
TOTAL:		\$ -	\$ -	\$ -		
EXPENSE BUCKET NAME		CURRENT	NEW	VARIANCE \$	%	NOTES
				\$ -		
				\$ -		
TOTAL:		\$ -	\$ -	\$ -		
INDIRECT COSTS		CURRENT	NEW	VARIANCE \$	%	NOTES
				\$ -		
15% de Minimus rate for Indirect costs				\$ -		
TOTAL:		\$ -	\$ -	\$ -		
TOTAL COST		\$ -	\$ -	\$ -	0.00%	NOTES

**Budget modifications among line item expenditure categories totaling up to 25 percent of the total budget amount can be authorized through prior written approval by the program manager. For a digital version of this template, please contact your assigned county contract coordinator.*

Maricopa County IGA Amendment Homeless Services

Human Service & Community Vitality | October 21, 2025



SURPRISE
ARIZONA

IGA Amendment

IGA #C-22-24-024-X-01
For Homeless Services
Through September 30,2026

Original Amount: \$850,000

New Award (FY26): \$300,000

Amended Total : \$1,150,000

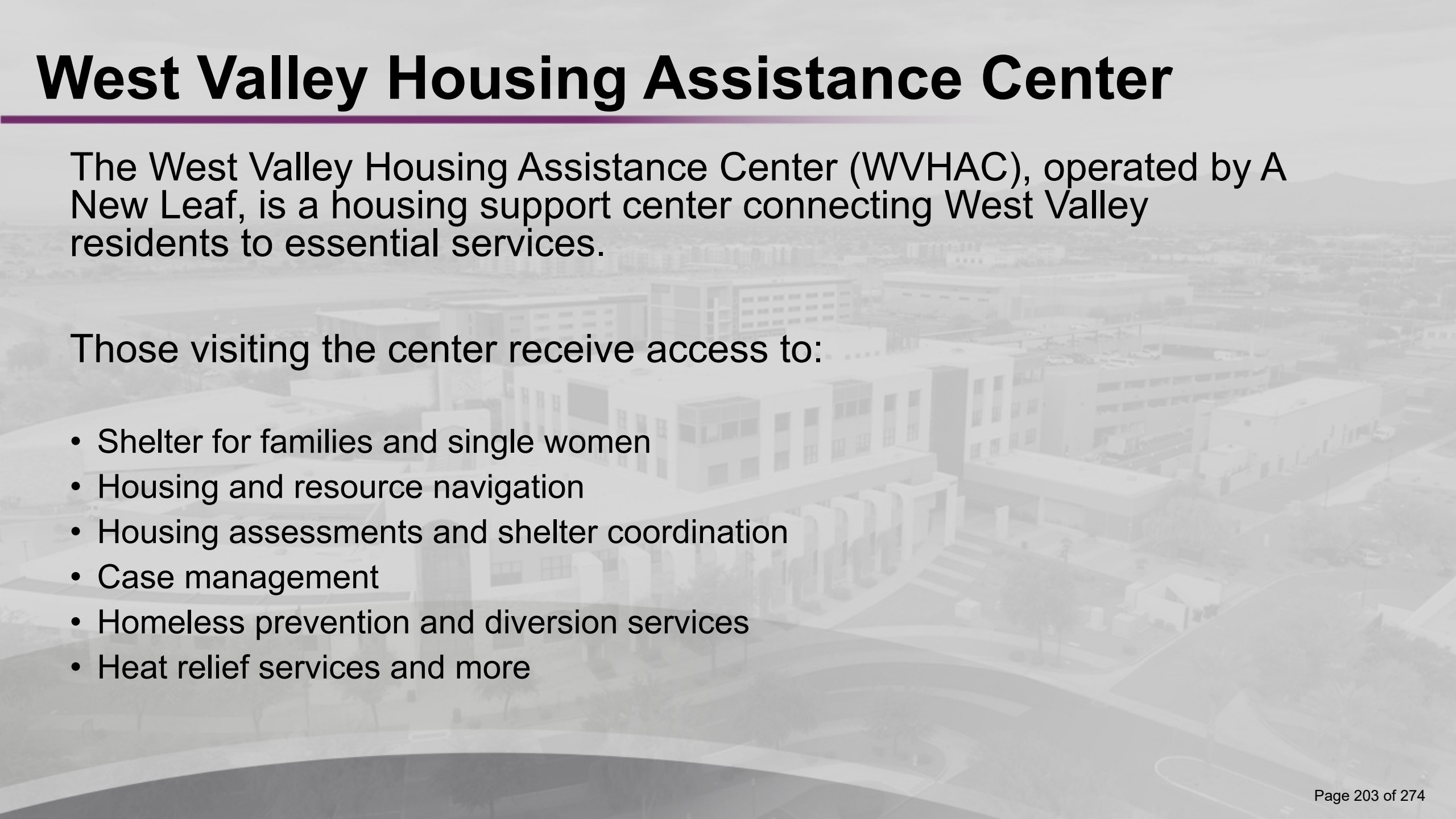
New Funding:
West Valley Housing
Assistance Center Operations
(FY26)

Maricopa County: \$100,000

City of Peoria: \$100,000

City of Glendale: \$100,000

West Valley Housing Assistance Center



The West Valley Housing Assistance Center (WVHAC), operated by A New Leaf, is a housing support center connecting West Valley residents to essential services.

Those visiting the center receive access to:

- Shelter for families and single women
- Housing and resource navigation
- Housing assessments and shelter coordination
- Case management
- Homeless prevention and diversion services
- Heat relief services and more

Regional Partnership

Partnership with Peoria, Glendale, and Maricopa County to fund WWHAC operations.

- Strengthen our regional response to homelessness
- Align resources and strategies
- Expand Center hours to include Saturdays
- Additional housing navigation capacity
- Direct referral from partners



Community Impact

WVHAC Homeless Services	FY24	FY25	FY26 (Projected)
Persons Sheltered	77	109	115
Bed Nights Provided	8,724	8,376	8,900
Permanent Housing Placements	48	68	72
Coordinated Entry	439	439	800
Housing Services	724	759	1,500

Heat Relief – 5/28/25 – 8/20/25

1,555 bags of ice

11,740 bottles of water

Questions?

THANK YOU



SURPRISE
ARIZONA

RESOLUTION 2025-108

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT #22-24-024-X-00 WITH MARICOPA COUNTY FOR HOMELESS SERVICES; AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$300,000 FROM GENERAL CONTINGENCY TO THE GRANTS FUND PROJECT G51722 AND REVISING THE CONTRACT AWARDING AUTHORITY LIST.

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

WHEREAS, the City of Surprise and Maricopa County entered into Intergovernmental Agreement #22-24-024-X-00 on or about October 18, 2023, for the purpose of expanding homelessness services in the Surprise area through homeless services administration and emergency shelter services ("Agreement");

WHEREAS, the term of the Agreement began on August 1, 2023 and continues through September 30, 2026, with the County providing the City with \$850,000 in funding for program service delivery on a reimbursable basis;

WHEREAS, the parties desire to enter into Amendment No. 1 to the Agreement to provide an additional \$300,000 for program service delivery;

WHEREAS, Amendment No. 1 also updates various sections in the Agreement, including, but not limited to, a revised scope of work;

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

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; 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 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 Amendment No. 1 to the Intergovernmental Agreement between Maricopa County and the City of Surprise (Agreement #C-22-24-024-X-01) 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 2025-108
Exhibit A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$300,000 from General Contingency to grants Project G51722 to cover projected expenditures associated with homeless services. 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	#G51722 FY24 Maricopa Homeless Services	E	296,900	300,000	596,900
Grants	Human Svcs and Comm Vitality	#G51722 FY24 Maricopa Homeless Services	R	296,900	300,000	596,900
Contingency	General Operations	Contingency	E	83,659,800	(300,000)	83,359,800
Contingency	General Operations	Other	R	81,965,700	(300,000)	81,665,700
Expense Total				83,956,700	-	83,956,700
Revenue Total				82,262,600	-	82,262,600

RESOLUTION 2025-108
Exhibit B

1. Contract Awarding Authority List – Council to approve revising an item on the Fiscal Year 2026 Contract Awarding Authority List for FY24 Maricopa Homeless Services in the amount of \$300,000 for homeless services administration and emergency shelter services expenses.

Reference #	Project Number	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26227	G51722	FY24 Maricopa Homeless Services	\$320,000	\$300,000	\$620,000

RESOLUTION 2025-108
Exhibit C

AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY
(AGREEMENT #C-22-24-024-X-00)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: Water Resource
Management
Staff Recommendations:

Contact Person: Michael Boule, Director
District: Citywide

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

Consideration and action authorizing the Mayor and Council to accept SPA 2 North Water Tank Turnover and Development Agreement with Lennar Communities Development, LLC. Resolution # 2025-112.

Motion:

I move to approve Resolution 2025-112

Background:

In partnership with the Special Planning Area 2 (SPA 2) developers, the City of Surprise is advancing the expansion of the Desert Oasis Water Supply Facility, located at Jomax Road and 171st Avenue. Under the terms of this agreement, Lennar and the City will share responsibility for the facility improvements, which include adding 1.5 million gallons of potable-water storage, installing six additional booster pumps, and constructing new filtration vessels. These enhancements, now fully designed and pending final permitting, will ensure that the water system capacity to meet projected demand in this growing area of Surprise. Construction is scheduled to commence in Fall 2025.

Objective Analysis:

The objective of this item is to ensure that the water system improvements necessary to accommodate growth are installed in a timely and efficient manner, while maximizing economies of scale. This agreement will prevent the City from the following risks:

1. Funding improvements and waiting for reimbursement
2. Collecting impact fees until there is sufficient funding while running the risk of diminishing water capacity
3. Enduring multiple, smaller, construction projects at the water facility.

Policy Compliant:

This item is policy compliant as it relates to the execution of development agreements and the participation in regional water improvements.

Financial Impact:

This City's financial contributions to this agreement/ project are on behalf of other developers that have paid the city a lump sum for these improvements. The City will be eligible for the reimbursement of the oversizing of the water tank improvements, pursuant to the provisions of the development agreement.

Budget Impact:

The additional electricity, chemical and asset replacement costs have been included in the departments 5-year utility rates study, and these costs will be included in the fiscal year 2027 budget package requests.

FTE Impact:

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

ATTACHMENTS:

1. WRM Lennar DA Presentation
 2. Reso 2025-112_Lennar Tank Turnover Dev Agreement
 3. SPA 2 North Tank Turnover and Development Agreement & Exhibits FINAL 08272025
-

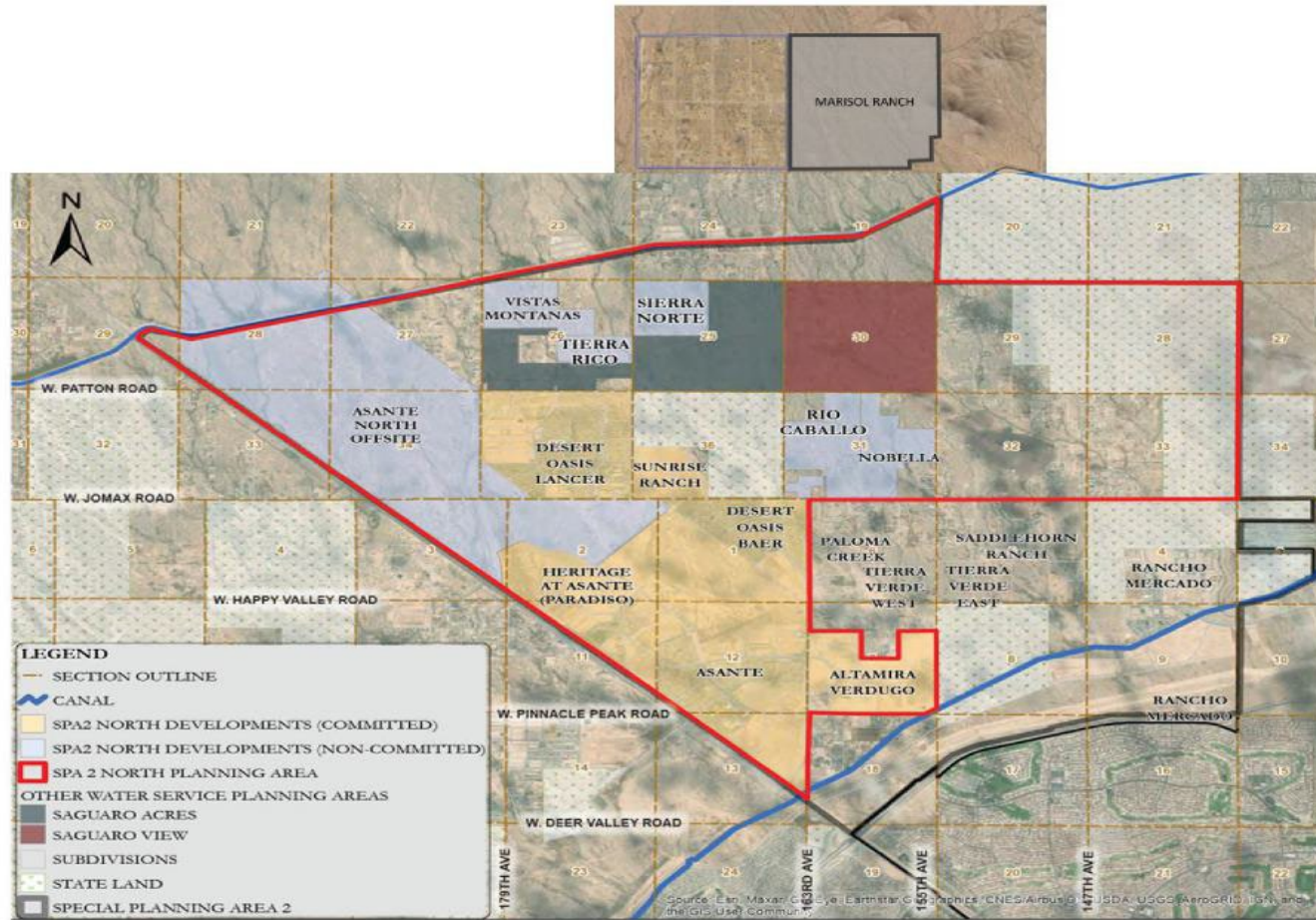
SPA 2 North Water Expansion Development Agreement

Michael Boule
Water Resource Management



SURPRISE
ARIZONA

Water Facility Expansion Participants



- Agreement between Lennar & Surprise
- Marisol Ranch
- Asante/ Lennar*
- Nobella
- Visara
- Shemer Property
- Sierra Norte
- Vistas Montanas
- Teirra Rico
- City of Surprise

Desert Oasis Water Supply Facility



Phase 3 Facility Enhancements

- 3.5 acres of additional land
- 1.7 Million gallon storage tank
- 10,000 GPM booster pumps
- 5,000 GPM filtration vessels
- Admin/ Electrical building

Improvements Accommodate 5 New Wells & 10,000 Dwelling Units

Design & Contractor Procurement Complete



SURPRISE
ARIZONA

Budget Impact- P71680

- Total project cost \$26,243,221
- Collected pass through funding from:
 - Willow Trails \$750,000
 - Visara Phase 1 \$640,296
 - Tierra Rico \$456,210
- City's contribution towards excess tank recoating: \$1,079,740
 - 2506 EDU of remaining City owned capacity
 - Buy-in Fee of \$450/ EDU for future connections
 - \$1,127,700 Reimbursable
- Design Credit: \$303,460



Questions or Comments?

THANK YOU



SURPRISE

ARIZONA

RESOLUTION # 2025-112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING FOR THE APPROVAL OF THE SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND LENNAR COMMUNITIES DEVELOPMENT, LLC

WHEREAS, pursuant to Arizona Revised Statute §9-500.05, et seq., the City of Surprise has the authority to enter into development agreements; and

WHEREAS, the City of Surprise (the “City”) and Lennar Communities Development, LLC, (“LCD”), desire to enter into that certain SPA 2 North Water Tank Turnover and Development Agreement (“Agreement”) attached hereto, effective upon the date of the Mayor’s signature (“Effective Date”); and

WHEREAS, in 2006, a non-potable water tank was constructed on APN 503-73-769D (the “Real Property”) in Special Planning Area 2 (“SPA 2”) to serve the Asante Community, but the tank was never activated and remains unused; and

WHEREAS, the existing tank, with an approximate capacity of 1,200,000 gallons, can be converted for potable use and connected to the City’s potable water system, providing operational flexibility and additional potable storage capacity in SPA 2 North; and

WHEREAS, the Agreement documents the agreement between LCD and the City to convert, enhance, and convey the Water Tank and Real Property to the City, and to establish procedures for sharing and reimbursing costs incurred by each Party; and

WHEREAS, LCD is also Contract Administrator under the SPA 2 North Water Expansion Joint Development, Cost Sharing, Reimbursement and Escrow Agreement (“SPA2NWE JDA”) for necessary infrastructure improvements benefitting the SPA 2 North service area, and the City will participate in funding those improvements pursuant to the Agreement; and

WHEREAS, the City Council finds it to be in the best interests of the public health, safety, and welfare to authorize the Agreement and take ownership of the Water Tank, Real Property, and all necessary and related improvements.

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

Section 1. The SPA 2 North Water Tank Turnover and Development Agreement, attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor is authorized to execute the Agreement attached hereto as Exhibit A on behalf of the City.

Section 3. The City Manager, or his designee(s), is hereby authorized to execute such other documents and take such other action on behalf of the City as is reasonably necessary to implement and make effective the 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

SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT

SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT

THIS SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into by and between the City of Surprise, an Arizona municipal corporation (“**City**”) and Lennar Communities Development, LLC, a Delaware limited liability company (“**LCD**”) and shall become effective as of the date the Mayor of Surprise signs upon approval of the City Council (“**Effective Date**”). LCD and the City may be individually referred to herein as “**Party**”, or collectively referred to as “**Parties**”.

RECITALS:

A. In 2006, as part of Asante Joint Development Agreement Group’s (“**AJDAG**”) construction and development of a wastewater treatment facility (“**WWTF**”) in the City’s Special Planning Area 2 (“**SPA 2**”) to serve the Asante Community (“**Asante**”), AJDAG funded the partial construction of a non-potable (reclaimed) water tank as shown in Exhibit A (“**Water Tank**”) located on Maricopa County Assessor Parcel Number (A.P.N.) 503-73-769D as legally described in Exhibit B and depicted in Exhibit C attached hereto (“**Water Tank Property**”). At the time, AJDAG intended for the Water Tank to capture and store effluent generated by the SPA 2 WWTF, to offset the potable irrigation water demands of Asante. Despite construction of the Water Tank around 2006/7, AJDAG never activated the Water Tank for its intended use as a non-potable water storage solution for Asante. The Water Tank has remained empty and unused and is currently of little utility to AJDAG as their properties have adequate potable storage capacity for its current and future project development needs at Asante and Asante North Phases 1 and 2.

B. Although the Water Tank was designed and constructed as a non-potable tank, it can be converted to an approximately 1,200,000-gallon potable tank and connected to the City’s potable water system to provide operational flexibility and redundancy for the City’s existing Desert Oasis Water Campus.

C. A potable tank could also provide a cost-effective means of providing additional potable water storage capacity to current and future developers in the SPA 2 North service area that require domestic water storage tank capacity. The improvements identified below will convert/enhance the Water Tank and allow it to be used as a potable water storage solution for the City and/or certain benefited parties and properties as set forth in Exhibits E and H that are located in the SPA 2 North service area and require domestic water storage tank capacity.

D. AJDAG has determined through an appraisal of the real and personal property attached hereto as Exhibit K, that the Water Tank and Water Tank Property have a combined fair market value of One Million, Nine Hundred Thousand Dollars (\$1,900,000.00) based upon cost to date for improvements and land. Additionally, based on the final plans (100%) prepared by Felix Construction Co and WaterWorks Engineers for AJDAG and the City, the City’s share of the cost to convert the existing as-is Water Tank from its current condition to a potable water storage solution is One million seventy nine thousand seven hundred forty dollars (\$1,079,740), as indicated in column S of Exhibit L.

E. LCD, as the authorized party for AJDAG pursuant to the Amended and Restated Joint Development, Cost Sharing and Escrow Agreement dated August 24, 2023, and the City now seek to enter into this Agreement for the purpose of documenting the Parties' agreement to convert and enhance the Water Tank to a potable water storage solution, convey the Water Tank and Water Tank Property to the City, and outline the responsibilities for administration of reimbursements owed to both AJDAG and the City as a result of their contributions to the initial construction of the tank and its forthcoming enhancement, respectively.

F. LCD is also a party to (on behalf of AJDAG), and the Contract Administrator of, the SPA 2 North Water Expansion Joint Development, Cost Sharing, Reimbursement and Escrow Agreement ("**SPA2NWE JDA**") with other private developers in and around the Asante Master-Planned Community located within the SPA 2 North region of the City. The purpose of the SPA2NWE JDA is to install and/or improve certain infrastructure improvements that will benefit the SPA 2 North service area ("**SPA2NWE JDA Improvements**"). These SPA2NWE JDA Improvements may also provide a benefit to the existing and future development of the City's Desert Oasis Water Campus. The City is not a party to the SPA2NWE JDA. The parties to the SPA2NWE JDA paying costs of the SPA2NWE JDA Improvements are referred to herein as the "**SPA2NWE JDA Participants.**"

G. As the Contract Administrator for the SPA2NWE JDA, LCD is designated by the SPA2NWE JDA to receive funds from the other SPA2NWE JDA parties, enter construction contracts, open escrow, and pursue all other necessary tasks to complete the SPA2NWE JDA Improvements, including comply with A.R.S. Title 34 in the bidding and construction of certain SPA2NWE JDA Improvements and/or public infrastructure that will be funded, in part, by monies paid to LCD by the City pursuant to this Agreement.

H. There are three categories of SPA2NWE JDA Improvements that LCD will be the Contract Administrator on pursuant to the Water Works Engineers Plans, Specifications and Details ("**WW Project #22-081**"):

(i) Category 1 will expand the City's existing arsenic treatment plant capacity, including by adding additional coagulation filtration vessels and associated appurtenances. This is referred to as "Water Treatment" on the attached Exhibit L;

(ii) Category 2 will convert the Water Tank for potable use; and

(iii) Category 3 will expand the existing booster pump station ("**BPS**").

I. The City shall fund the costs associated with the City's required and excess Water Tank storage capacity in the amount of One million seventy nine thousand seven hundred forty dollars (\$1,079,740) for "Tank Design" and "Tank Refurbishment," as indicated in Exhibit L to this Agreement. The City will be reimbursed through the collection of buy-in fees from other future developers in various areas of the SPA 2 North Region who did not contribute to the conversion of the Water Tank via the SPA2NWE JDA ("**City Reimbursement Fee**"). The City shall retain all City Reimbursement Fees collected from future developers. The City will track all purchases of capacity from the City to ensure that the City's sale of capacity and collection of buy-in fees does not exceed the City's allotted capacity of 41.35% in the Water Tank.

J. The City previously engaged Water Works Engineers, LLC, to complete the design and engineering work related to the proposed SPA2NWE JDA Improvements. (“**WW Project #22-081**”). The City and LCD agreed to share in the costs of WW Project #22-081, including amounts billed by Felix Construction Company for preconstruction services. The actual cost incurred by the City for the design of WW Project #22-081 as of the Effective Date of this Agreement is Four Hundred and Ninety-Four Hundred and Fifty-Five Dollars (\$494,455.00), and said amount shall be credited towards the City’s allocated share of the design costs in the amount of One Hundred and Ninety Thousand, Nine Hundred and Ninety-Five Dollars (\$190,995.00) as identified in Exhibit L, resulting in a net credit to the City in the amount of Three Hundred and Three Thousand, Four Hundred and Sixty Dollars (\$303,460.00).

K. Pursuant to unrelated, separate agreements between the City and Willow Trails (“**WT**”), and the City and Tierra Rico (“**TR**”), the City is obligated to fund the cost of the improvements associated with satisfying the capacity requirements for WT and TR in an amount not to exceed 110% of the amount set forth in row one (1) of Exhibit L, namely One million two hundred twenty-nine thousand nine hundred two dollars (\$1,229,902.00).

L. As a result of a development agreement between the City and Visara (the “**Visara DA**”) and Visara’s prepayments made pursuant thereto, the City committed to pay to LCD the funds necessary for 240 EDU of capacity for Visara as set forth in row five (5) of Exhibit L, namely Six hundred forty thousand two hundred ninety-six dollars (\$640,296.00).

M. Collectively the funds paid from the City to LCD as the Contract Administrator for the completion of the SPA2NWE JDA Improvements shall be referred to as “**Payment Funds**” or “**City Payment Funds**.”

N. Pursuant to this Agreement, LCD shall receive City Payment Funds for the cost of the capacity assigned to WT, TR, and Visara, and shall apply City Payment Funds to the SPA2NWE JDA Improvements. City will be responsible for the cost allocated to WT, TR and Visara in an amount not to exceed one hundred and ten percent (110%) of the costs set forth in rows one (1) and five (5) of Exhibit L, (\$1,229,902.00) and (\$640,296.00) respectively.

O. Upon execution of this Agreement, the City will own and operate the Water Tank, the Water Tank Property, and any and all capacity in the associated SPA2NWE JDA Improvements subject to the allocations of capacity to the SPA2NWE JDA Participants which is set forth in Exhibit L hereto. The City shall own not less than 41.350% of the total tank capacity.

P. Allocations of costs of SPA2NWE JDA Improvements to the City shall be made in accordance with the Allocation and Budget Exhibit attached hereto as Exhibit L, as may be amended from time to time upon mutual consent of the Parties.

Q. This Agreement is subject to approval by City Council and execution by the Parties.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the City and LCD state, confirm, and agree as follows:

1. Recitals: The Recitals are hereby incorporated as if fully set forth herein.
2. LCD Rights, Duties and Obligations.

2.1 Turnover. Upon execution of this Agreement, the following conveyances will promptly occur:

2.1.1 Turnover of Water Tank. LCD, as construction manager for the AJDAG under the Amended and Restated Joint Development, Cost Sharing, and Escrow Agreement dated August 24, 2023, shall convey the Water Tank “as-is” pursuant to the Bill of Sale attached as Exhibit I and subject to completion of the SPA2NWE JDA Improvements set forth herein.

2.1.2 Turnover of Water Tank Property. LCD hereby affirms, attests, ensures, and commits to the City that LCD has full authority through a separate agreement between LCD and Asante Development Partners, LLC, to convey the Water Tank Property “as-is” to the City using the form of the Special Warranty Deed attached hereto as Exhibit J. To the fullest extent permitted by law, LCD, its successors and assigns, shall indemnify, defend, and hold harmless the City and its council members, managers, officers, boards, commissions, officials, employees, or agents (collectively “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, claims processing, investigation, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), including negligence, insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by, or in connection with this provision, or the City’s enforcement of this provision..

2.2 Redesign of SPA2NWE JDA Improvements. If Contract Administrator has not received all funds and financial assurances due under the SPA2NWE JDA within sixty (60) days after the Effective Date of this Agreement, then at any time thereafter until all such funds and assurances have been received, Contract Administrator shall have the right to elect to redesign and reduce the SPA2NWE JDA Improvements to serve only those parties that have provided funding and assurances. The City shall reasonably cooperate with Contract Administrator if Contract Administrator elects to redesign and reduce the SPA2NWE JDA Improvements pursuant to this Section. In such event, Contract Administrator shall immediately recalculate and update Exhibit L to account for the City’s reduced fees, costs, and contributions, if any.

2.3 Management of SPA2NWE JDA Improvements. Pursuant to the Water Works’ Plans, Specifications, and Details (Water Works Project #22-081), LCD shall enter into one or more contracts requiring that the following SPA2NWE JDA Improvements are completed in accordance with all City Codes, standards, policies, requirements, etc.:

- (i) Category 1 - expand the City’s existing arsenic treatment plant capacity, including by adding additional coagulation filtration vessels and associated appurtenances;
- (ii) Category 2 - convert the Water Tank for potable use; and
- (iii) Category 3 - expand the existing BPS.

2.4 Invoice of City Payment Funds. Pursuant to this Agreement, LCD shall invoice the City monthly based on the progress and actual invoice cost of the SPA2NWE JDA Improvements less credits pursuant to Section 2.6. The City shall pay such invoices on behalf of the City, WT, TR, and Visara. Upon receipt, LCD shall cause the payments to be applied to the City, WT, TR, and Visara allocable shares of the costs of the SPA2NWE JDA Improvements per Exhibit L.

2.5 A.R.S. Title 34 Compliance. LCD shall comply with A.R.S. Title 34 in bidding and construction of the SPA2NWE JDA Improvements funded in whole or in part by the City Payment Funds.

2.6 Repayment of City's Excess Contribution to Project #22-081. As of the Effective Date of this Agreement, the City has paid funds toward the design of WW Project #22-081. Amounts paid in excess of the City's allocable share of design costs as shown on Exhibit L shall be credited against amounts due under this Agreement. To date, the City has paid Four Hundred and Ninety-Four Thousand, Four Hundred and Fifty-Five Dollars (\$494,455.00), and the City's allocable share of the design cost was One Hundred and Ninety Thousand, Nine Hundred and Ninety-Five Dollars (\$190,995.00), resulting in a net credit to the City in the amount of Three Hundred and Three Thousand, Four Hundred and Sixty Dollars (\$303,460.00). For example, as set forth in Recital I, to the extent the City is obligated to pay One million seventy-nine thousand seven hundred forty dollars (\$1,079,740) for "Tank Design" and "Tank Refurbishment," after deducting the City's credit amount, the City shall be obligated to pay $\$1,079,740 - \$303,460 = \$776,280.00$.

2.7 Transfer of SPA2NWE JDA Improvements. Upon completion of the SPA2NWE JDA Improvements, title and ownership to all SPA2NWE JDA Improvements including all applicable materials and construction warranties for all above-ground or in-ground infrastructure, shall be transferred or otherwise delivered to the City.

2.8 Notice, Collection, and Remittance of Reimbursement Fees. LCD shall provide notice to the LCD Fee Benefited Properties of the LCD Reimbursement Fee and shall provide notice to City Fee Benefited Properties of the City Reimbursement Fee. LCD shall invoice the Benefited Properties for the LCD Reimbursement Fee and the City Reimbursement Fee.

3. Reimbursement Fees. Pursuant to the City's Integrated Water Master Plan Demand Factors, the City will collect fees per 640 gallons per day of maximum day demand ("EDU") from the properties within the SPA 2 North Service area that need water storage capacity as illustrated on Exhibits E and H, as described further below. Prior to the City approving a final plat, site plan, or building permit within the Benefited Properties, any applicant seeking to connect to, or otherwise use, the SPA2NWE JDA Water Tank Improvements, shall first pay to LCD and the City respectively, the applicant's proportionate share of all LCD Reimbursement Fees and City Reimbursement Fees due hereunder based on the applicant's EDU demand.

3.1 The "**LCD Reimbursement Fee**" is intended to reimburse LCD for the value of the existing tank, as-is, and is estimated to be \$314 per EDU (calculated by dividing \$1,900,000 by an estimated 6,060 EDUs). The properties benefited by this transfer include the parties to the SPA2NWE JDA and any other development that proposes to connect to and use the Water Tank in the future and are depicted on Exhibit E. Hereinafter, they shall be referred to as the "**LCD Fee Benefited Properties**." However, the LCD Fee Benefited Properties do not include the property

in Asante and Asante North Phases 1 and 2 which are described on Exhibit F and depicted on Exhibit G because they already own capacity in another existing water storage tank. In accordance with Surprise Municipal Code Chapter 58, Section 58-7, the City shall collect payment of the LCD Reimbursement Fee from all LCD Fee Benefited Properties.

3.2 The “**City Reimbursement Fee**” is intended to reimburse the City for its portion of the tank conversion costs paid by the City pursuant to Section 4.1 for capacity to be used by those Benefited Parties set forth in Exhibit H, other than the SPA2NWE JDA Participants and is currently estimated to be \$450 per EDU (the “**City Refurbishment Payments**”). The City Reimbursement Fee shall be adjusted in accordance with the final actual tank conversion costs paid by the City. The properties benefited by the City Refurbishment Payments are the Benefited Parties set forth in Exhibit H, that propose to connect to and use the Tank in the future and are shown on Exhibit H attached hereto (the “**City Fee Benefited Properties.**”), but do not include properties for which capacity payments are made under the SPA2NWE JDA. The City shall assess and receive payment of the City Reimbursement Fee from all City Fee Benefited Properties in accordance with Surprise Municipal Code Chapter 42.

4. City Obligations.

4.1 Payment For Conversion of Water Tank. Upon execution of this Agreement and transfer of title from LCD and Asante Development Partners, LLC, respectively, of the Water Tank and Water Tank Property, and upon receipt of monthly invoices from LCD pursuant to Section 2.3 above based on the progress of the SPA2NWE JDA Improvements, the City shall pay to LCD the City’s proportionate share of monthly fees and costs expended toward the completion of the SPA2NWE JDA Improvements, based on the City’s allocation shown in Exhibit L.

4.2 Notice, Collection, and Remittance of Reimbursement Fees. The City may require the owners of such LCD Benefited Properties and City Fee Benefitted Properties to execute a Benefited Property Consent in a form established by the City confirming a request for capacity and the fees to be charged. The City shall also include as a requirement for all Benefited Properties seeking any new entitlement, that the payment of the applicable LCD Reimbursement Fees and City Reimbursement Fees shall be paid prior to any plat being approved or recorded. The Term of this Agreement shall be, and all Buy In Fees shall be collected, until the earlier of full repayment or the period permitted by Surprise Municipal Code. Upon receipt of any LCD Reimbursement Fees, the City shall remit the LCD Reimbursement Fees collected to LCD on a semi-annual basis (June 30th and December 31st).

4.3 Payment of Funds for WT, TR, and Visara. Pursuant to unrelated, separate agreements between the City and Willow Trails (“**WT**”), and the City and Tierra Rico (“**TR**”), and pursuant to this Agreement, the City has committed to pay those funds collected from WT and TR toward the construction cost of the SPA2NWE JDA Improvements for WT and TR, respectively. Specifically, the City committed to pay to LCD the collected cost for WT, TR and Visara for those parties’ respective shares of the SPA2NWE JDA Improvements. As a result of a development agreement between the City and Visara (the “**Visara DA**”) and Visara’s prepayments made pursuant thereto and pursuant to this Agreement, the City has committed to pay to LCD the cost of the Visara 240 EDU of capacity on behalf of Visara for 240 EDU of the SPA2NWE JDA Improvements.

4.4 Recovery of City's Excess Contribution to Project #22-081. The City shall receive credits from LCD for design amounts in the amount of \$303,460.00 which were paid in excess of the allocation per Exhibit L, as provided in Section 2.6.

4.5 Oversized Improvements Reimbursement. Certain of the improvements to be constructed pursuant to the SPA2NWE JDA are oversized improvements (the “**Oversized Improvements**”) and include capacity greater than required by the SPA2NWE JDA Participants. The costs of oversizing current capacity is being paid by the City as stated in Section 4.1 and the cost of oversized future capacity is being paid by the City and the SPA2NWE JDA Participants as stated in this Section. The portion of the SPA2NWE JDA Improvements costs allocable to the Oversized Improvements paid by the SPA2NWE JDA Participants and the City are referred to as the “**Oversized Improvements Costs**,” and the estimated amount is set forth in Exhibit N and is subject to update based on City approval. The SPA2NWE JDA Participants and the City shall be reimbursed the Oversized Improvement Costs through fees charged by the City pursuant to Section 4.6 below (“**Buy-In Fees**”) to each property within the Oversized Benefited Properties Area depicted on Exhibit M hereto receiving allocations of such excess capacity based on the charge per equivalent dwelling unit listed on Exhibit N. Exhibit N states an estimated total reimbursement cost that will be adjusted to reflect final actual cost. The City shall require payment of the Buy-In Fees in accordance with Surprise Municipal Code (SMC) Chapter 42-7(g).

4.6 City Duties and Obligations Regarding Oversized Improvements Reimbursement.

(a) In accordance with SMC 42-7(g), City will notify LCD, as the Contract Administrator under the SPA2NWE JDA, upon receipt of an application to connect to the Oversized Improvements from a property within the Oversized Benefited Properties Area (Exhibit M). The notification shall include contact information for the applicant, as well as a general description of the project, including but not limited to the extent available to the City, the project's location and size. The City may require an owner of property within the Oversized Benefitted Property Area to execute a Benefited Property Consent in a form established by the City confirming a request for capacity and that fees will be charged. Contract Administrator shall calculate the fees due from such property for Oversized Improvements Costs, as described in Section 4.5, and shall send notice of such amount to the applicant, City, and the SPA2NWE JDA Participants. LCD, as the Contract Administrator shall request that the applicant pay the Buy-In Fees to Contract Administrator, and LCD shall pay the SPA2NWE JDA Participants, as provided in the SPA2NWE JDA, and the City. The initial Buy-In Fee shall be based on the estimated costs per equivalent dwelling unit set forth in Exhibit N and is subject to change upon completion and acceptance of the Oversized Improvements and the determination of the actual Oversized Improvements Costs.

(b) For property within the Oversized Benefitted Properties Area, City will comply with SMC 42-7(g). Such evidence may be a Notice of Payment in the form attached hereto as Exhibit Q from LCD as Contract Administrator that all Buy-In Fees relating to the project that is the subject of the pending approval have been paid by the applicant to Contract Administrator.

4.7 Term. The term of this Agreement shall be in accordance with SMC 42-7, as may be amended from time to time. The term of the repayment agreement will become effective upon signature of all parties and recordation of the agreement. The agreement will end ten (10)

years after the first assessment paid on behalf of a benefited lot or property, or when the reimbursement amount has been repaid, whichever is earlier. The term of this Agreement may be extended for not more than two consecutive five-year extensions, upon a City finding that: a. Development within the assessment boundary is ongoing or imminent; and b. The parties within the assessment boundary will be served by the improvements for which they will be assessed.

4.8 Credits. SPA2NWE JDA Participants shall be entitled to credits against City water system impact fees in accordance with A.R.S. § 9-463.05, the City of Surprise Municipal Code and this Agreement. LCD as Contract Administrator of the SPA2NWE JDA shall provide City with notice of payments made by SPA2NWE JDA Participants that are not subject to reimbursement, and the City will determine the credits available for each SP2NWE JDA Participant, if any, in accordance with A.R.S. § 9-463.05, the City Code, and/or this Agreement. SPA2NWE JDA Participants may use such credits within the SPA 2 North Service Area or transfer such credits to others to use in the SPA 2 North Service Area by giving notice to the City of a transfer in accordance with then-applicable City procedures for notice. To the extent permitted by law, limitations on the use or transfer of credits in the current or any future City Code shall not apply to use or transfer of credits arising from this Agreement and the SPA2NWE JDA, including without limitation, any limitation on timing of use or transfer, and any restriction on transfer from or to a property with a development agreement with the City, and a SPA2NWE JDA Participant may transfer credits by their individual assignment without a multiple party credit agreement. “**SPA 2 North Service Area**” means the area initially shown on Exhibit D, as adjusted from time to time by the City. The SPA 2 North Service Area shall always include the Parcels identified in the SPA2NWE JDA but shall only include Marisol Trust 8730 Property and Marisol Trust 8731 Property (as defined in the SPA2NWE JDA) to the extent stated on Exhibit D. Marisol Trust 8730 Property and Marisol Trust 8731 Property shall be entitled to the benefits of this Agreement and the SPA2NWE JDA to the extent stated on Exhibit D and this Agreement even though included in the SPA 4 North Service Area for other purposes. Marisol Trusts shall not be entitled to designate or use credits until the Marisol Trusts have paid the Marisol Trusts full Pro Rata Share of Improvement Costs.

5. Notices and Filings. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, emailed or sent by first-class United States Mail to:

City: City of Surprise
Attn: City Manager
16000 N. Civic Center Plaza
Surprise, AZ 85374
Email: bob.wingenroth@surpriseaz.gov
Phone: 623.222.3230

With a Copy to: City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, AZ 85374
Email: Jeffery.murray@surpriseaz.gov
Phone: 623.222.1124

LCD: Lennar Communities Development, LLC
Attn: Jorge Villasenor and Erik Molina
1665 W. Alameda Dr., Suite 130
Tempe, Az 85282-3000
Email: jorge.villasenor@lennar.com and erik.molina@lennar.com
Phone: 480-276-6738 (Jorge) / 602-524-4444 (Erik)

With a copy to: Gammage & Burnham
40 N. Central Avenue, 20th Floor
Phoenix, AZ 85004
Attn: Thomas J. McDonald, James B. Senften, and Chloe A. Plaisance
Email: tmcdonald@gblaw.com; jsenften@gblaw.com; cplaisance@gblaw.com
Phone: 602-256-4431 (Tom) / 602-256-4468 (James) / 602-256-4427 (Chloe)

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either party shall become effective upon the earliest of the following: (a) actual receipt by that party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the party.

6. Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof; then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires the City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, and the City shall not be responsible, liable, or obligated to pay any monetary damages, except as specifically allowed within this Agreement.

7. Dispute Resolution. If there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation may be held under the commercial mediation rules of the American Arbitration Association, or any other rules as applicable and required by the mediator. The matter in dispute shall be submitted to a mediator mutually selected by the parties. If the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The

mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the parties. The results of the mediation shall be nonbinding on the parties, and either party shall be free to initiate litigation subsequent to the moratorium.

8. Choice of Law, Venue, Attorneys' Fees, and Limitation of Damages. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, which shall include both the Superior Court in and for Maricopa County, as well as the United States District Court for the District of Arizona, and each party waives the right to object to venue in Maricopa County for any reason. No party shall be entitled to recover any of its attorneys' fees nor other costs from any other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through mediation, arbitration, litigation in a court, or otherwise. Damages shall be limited to injunctive relief and specific performance. No party shall be entitled to recover monetary damages of any kind or nature whatsoever.

9. Good Standing and Authority. The parties represent and warrant that each is duly formed and validly existing under applicable law and that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

10. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties, and all of their successors in interest and assigns. Neither party may assign this Agreement without prior written consent of the other party hereto.

11. Termination Upon Sale of Residential Lots. Except as otherwise provided herein, the parties hereby acknowledge and agree that this Agreement is not intended to, and does not create conditions or exceptions to title or covenants running with any individual residential lots within the Benefited Properties and any tracts or land intended to be dedicated or conveyed to City, any utility provider, any homeowners association, or any school district. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Benefited Properties, so long as not prohibited by law, this Agreement will terminate without the execution or recordation of any further document or installment as to any individual residential lot sold to a retail homebuyer and any tracts or land dedicated or conveyed to City, any utility provider, any homeowners association, or any school district, and thereupon such individual residential lot and any tracts or land dedicated or conveyed to City, any utility provider, any homeowners association, or any school district will be released from and no longer be subject to or burdened by the provisions of this Agreement.

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

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

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

15. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

17. Computation of Time. Any reference to a “day” in this Agreement shall mean City of Surprise business day unless otherwise noted. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

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

19. Appropriation of Funds. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. The City represents that it intends to pay all monies due under this Agreement. Cost increases above the amount listed on Exhibit L will be subject to City approval, not to be unreasonably withheld.

20. Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitutes the entire Agreement between the parties.

List of Exhibits

Exhibit A	Water Tank
Exhibit B	Water Tank Property Legal Description
Exhibit C	Water Tank Property Depiction
Exhibit D	SPA 2 North Service Area
Exhibit E	LCD Fee Benefited Properties Depiction
Exhibit F	Asante and Asante North Phases 1 and 2 Property Legal Description
Exhibit G	Asante and Asante North Phases 1 and 2 Depiction
Exhibit H	City Fee Benefited Area Depiction (Spa 2 North Planning Area Map)
Exhibit I	Bill of Sale
Exhibit J	Special Warranty Deed
Exhibit K	Water Tank and Water Tank Property Appraisal
Exhibit L	Allocation and Budget
Exhibit M	Oversized Benefited Properties Area
Exhibit N	Oversizing Costs per EDU
Exhibit O	Notice of Payment

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, LCD has executed this Agreement on the date(s) written below.

Lennar Communities Development, LLC, a
Delaware limited liability company

By _____
Name: _____
Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____ as the _____ of Lennar Communities Development, LLC, a Delaware limited liability company, on behalf of the company.

(Affix notary seal here)

Notary Public

CONSENT:

LCD ASANTE, LLC, a Delaware limited liability company, consents to this SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT, including all exhibits and attachments, made by and between the City of Surprise, an Arizona municipal corporation, and Lennar Communities Development, LLC, a Delaware limited liability company.

LCD ASANTE, LLC,
a Delaware limited liability company

By: Lennar Communities Development, LLC,
a Delaware limited liability company
Its: Manager

By: _____
Name: _____
Title: _____

CONSENT:

Asante Development Partners, LLC, a Delaware limited liability company, consents to this SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT, including all exhibits and attachments, made by and between the City of Surprise, an Arizona municipal corporation, and Lennar Communities Development, LLC, a Delaware limited liability company.

ASANTE DEVELOPMENT PARTNERS, LLC, a
Delaware limited liability company

By: Lennar Communities Development, LLC, a Delaware
limited liability company, its Manager

By: _____
Name: _____
Title: _____

CONSENT:

Millrose Properties Arizona, LLC, an Arizona limited liability company, consents to this SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT, including all exhibits and attachments, made by and between the City of Surprise, an Arizona municipal corporation, and Lennar Communities Development, LLC, a Delaware limited liability company.

MILLROSE PROPERTIES ARIZONA, LLC,
an Arizona limited liability company

By: _____
Name: Jeffrey Gunderson
Its: Vice President

CONSENT:

The undersigned, being all of the members of Asante Development Partners, LLC, a Delaware limited liability company, hereby each consent to Asante Development Partners, LLC, a Delaware limited liability company executing this SPA 2 NORTH WATER TANK TURNOVER AND DEVELOPMENT AGREEMENT.

TAYLOR MORRISON/ARIZONA, INC., an
Arizona corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

LENNAR ARIZONA, LLC, an Arizona limited
liability company

By: _____
Name: _____
Its: _____

PULTE HOME COMPANY, LLC, a Michigan
limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A
WATER TANK



EXHIBIT B

WATER TANK PROPERTY

LEGAL DESCRIPTION

[Attached]

**ASANTE
WATER TANK
LEGAL DESCRIPTION**

A portion of the Northwest Quarter of Section 1, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 2" aluminum cap accepted as the Southwest corner of Section 36, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, from which a found GLO brass cap accepted as the South Quarter corner thereof bears South 89°40'45" East, 2639.49 feet;

Thence South 89°40'45" East, 907.94 feet along the south line of the Southwest Quarter of said Section 36 to the Northwest corner of said Section 1;

Thence leaving said south line, South 00°46'45" West, 516.75 feet along the west line of the Northwest Quarter of said Section 1;

Thence leaving said west line, South 89°13'15" East, 35.76 feet to the **POINT OF BEGINNING**;

Thence North 43°31'10" East, 355.25 feet to the southwesterly boundary line of the Final Plat for Desert Oasis of Surprise Baer Parcel Map of Dedication as filed in Book 666 of Maps, Page 85, Maricopa County Records;

Thence South 46°27'28" East, 152.42 feet along said southwesterly boundary line to the most northeasterly corner of the Asante Water Tank Boundary as recorded in Quit Claim Deed Document No. 2021-1188381 Maricopa County Records;

Thence the following four (4) courses along said Asante Water Tank Boundary;

Thence leaving said southwesterly boundary line, South 43°15'11" West, 217.17 feet;

Thence South 09°52'10" East, 109.27 feet;

Thence North 85°56'27" East, 168.55 feet;

Thence North 44°22'58" East, 157.99 feet to the southwesterly boundary line of the Final Plat for Desert Oasis of Surprise Parcel B5 as filed in Book 666, Page 07, Maricopa County Records;

Thence South 46°28'51" East, 242.52 feet along said southwesterly boundary line;

Thence leaving said southwesterly boundary line, South 43°31'21" West, 228.04 feet;

Thence South 28°13'35" West, 109.89 feet;

Thence South 43°31'21" West, 144.00 feet;

Thence North 87°27'03" West, 47.79 feet;

Thence North 46°28'39" West, 140.00 feet;

Thence North 27°55'49" West, 137.74 feet;

Thence North 46°28'39" West, 93.60 feet;

Thence North 00°28'36" East, 25.53 feet to the south line of the Final Plat for Asante Well Site No. 1 as filed in Book 1615 of Maps, Page 38, Maricopa County Records;

Thence the following seven (7) courses along said Asante Well Site No. 1 boundary line;

Thence South 89°31'24" East, 108.30 feet along said south line;

Thence North 01°09'10" East, 100.79 feet;

Thence North 89°06'01" West, 157.41 feet;

Thence North 00°42'10" East, 14.46 feet;

Thence North 89°17'50" West, 21.58 feet;

Thence South 00°42'10" West, 15.00 feet;

Thence North 89°17'50" West, 22.59 feet;

Thence leaving said Final Plat boundary line, North 00°42'10" East, 109.40 feet to the **POINT OF BEGINNING**.

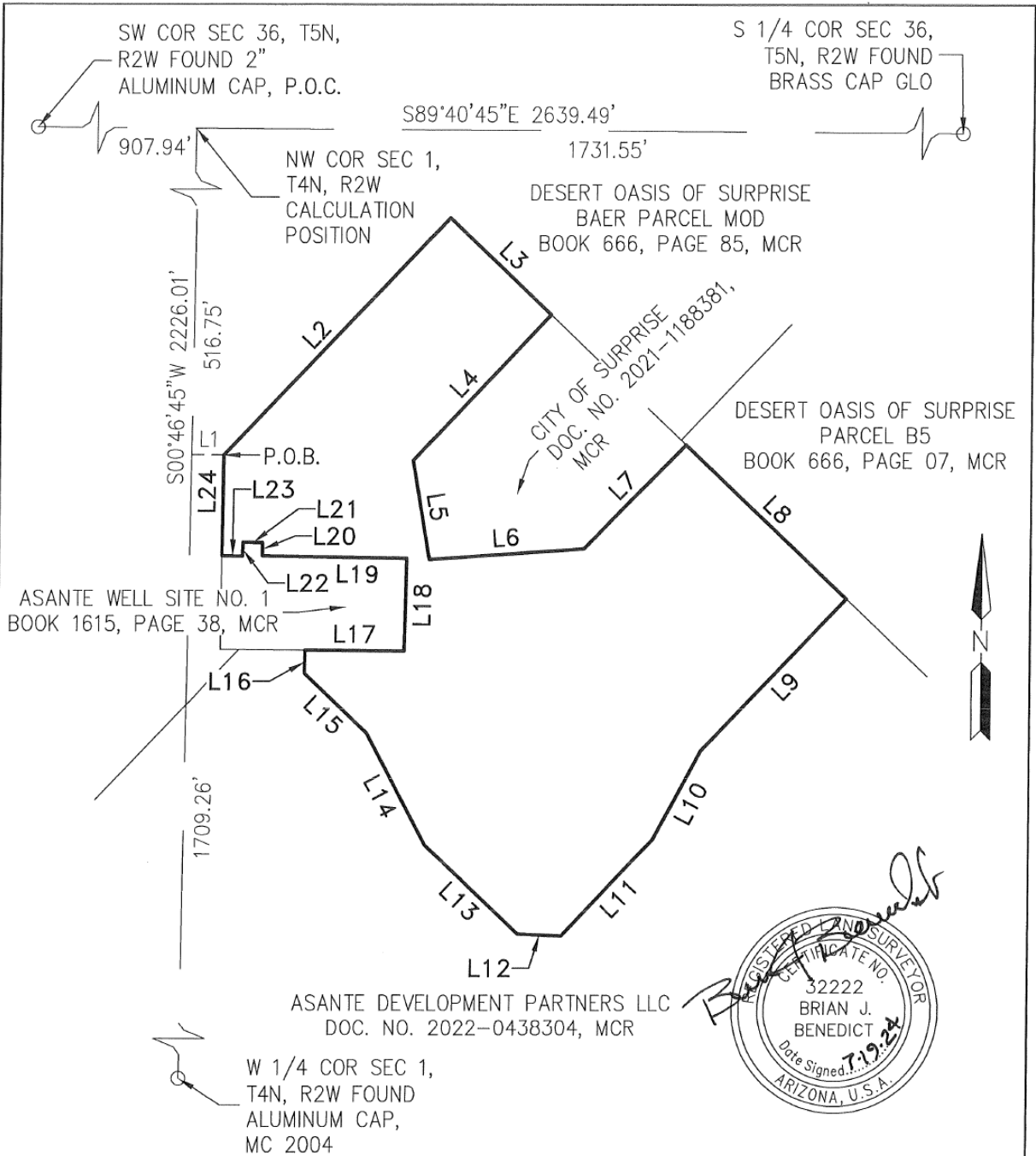
The above described parcel contains a computed area of 222,578 sq. ft. (5.1097 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1909
Date: July 2024



EXHIBIT C
WATER TANK PROPERTY
DEPICTION
[Attached]



P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT

PAGE 1 OF 2

PROJ.NO.: 1909	ASANTE WATER TANK SURPRISE, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JULY 2024		
SCALE: N.T.S.		
DRAWN BY: GS/MRM		
CHECKED BY: BJB		

©2024, HILGARTWILSON, LLC

U:\1900\1909\SURVEY\DOCS\LEGAL\1909-ASANTE WATER TANK 2-EXHIBIT.dwg 7/19/2024 2:54 PM

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°13'15"E	35.76'
L2	N43°31'10"E	355.25'
L3	S46°27'28"E	152.42'
L4	S43°15'11"W	217.17'
L5	S09°52'10"E	109.27'
L6	N85°56'27"E	168.55'
L7	N44°22'58"E	157.99'
L8	S46°28'51"E	242.52'
L9	S43°31'21"W	228.04'
L10	S28°13'35"W	109.89'
L11	S43°31'21"W	144.00'
L12	N87°27'03"W	47.79'
L13	N46°28'39"W	140.00'
L14	N27°55'49"W	137.74'
L15	N46°28'39"W	93.60'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	N00°28'36"E	25.53'
L17	S89°31'24"E	108.30'
L18	N01°09'10"E	100.79'
L19	N89°06'01"W	157.41'
L20	N00°42'10"E	14.46'
L21	N89°17'50"W	21.58'
L22	S00°42'10"W	15.00'
L23	N89°17'50"W	22.59'
L24	N00°42'10"E	109.40'



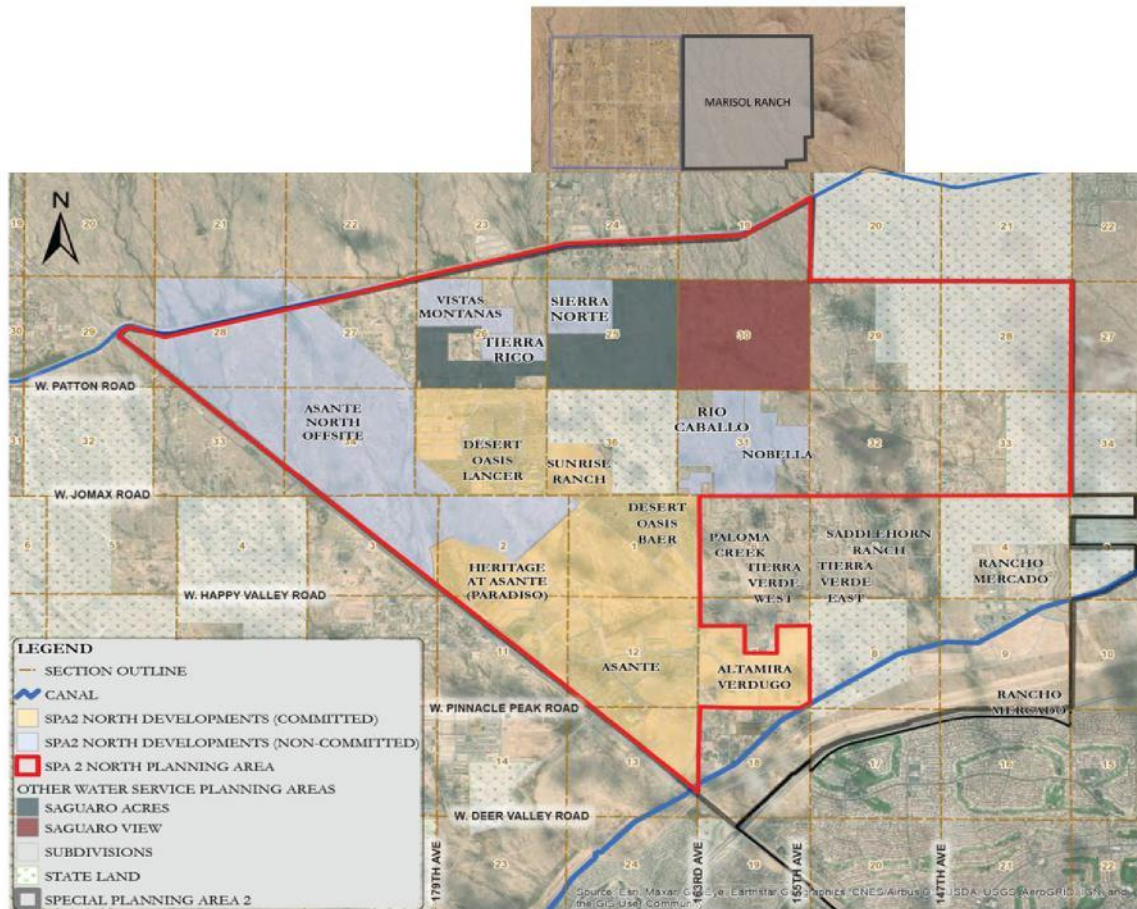
PAGE 2 OF 2

PROJ.NO.: 1909	ASANTE WATER TANK SURPRISE, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: JULY 2024		
SCALE: NONE		
DRAWN BY: GS/MRM		
CHECKED BY: BJB		

© 2024, HILGARTWILSON, LLC U:\1900\1909\SURVEY\DOCS\LEGAL\1909-ASANTE WATER TANK 2-EXHIBIT.dwg 7/19/2024 2:54 PM

EXHIBIT D

SPA 2 NORTH SERVICE AREA



SPA2 NORTH WATER MASTER PLAN
PLANNING AREA MAP

FIGURE 1-1

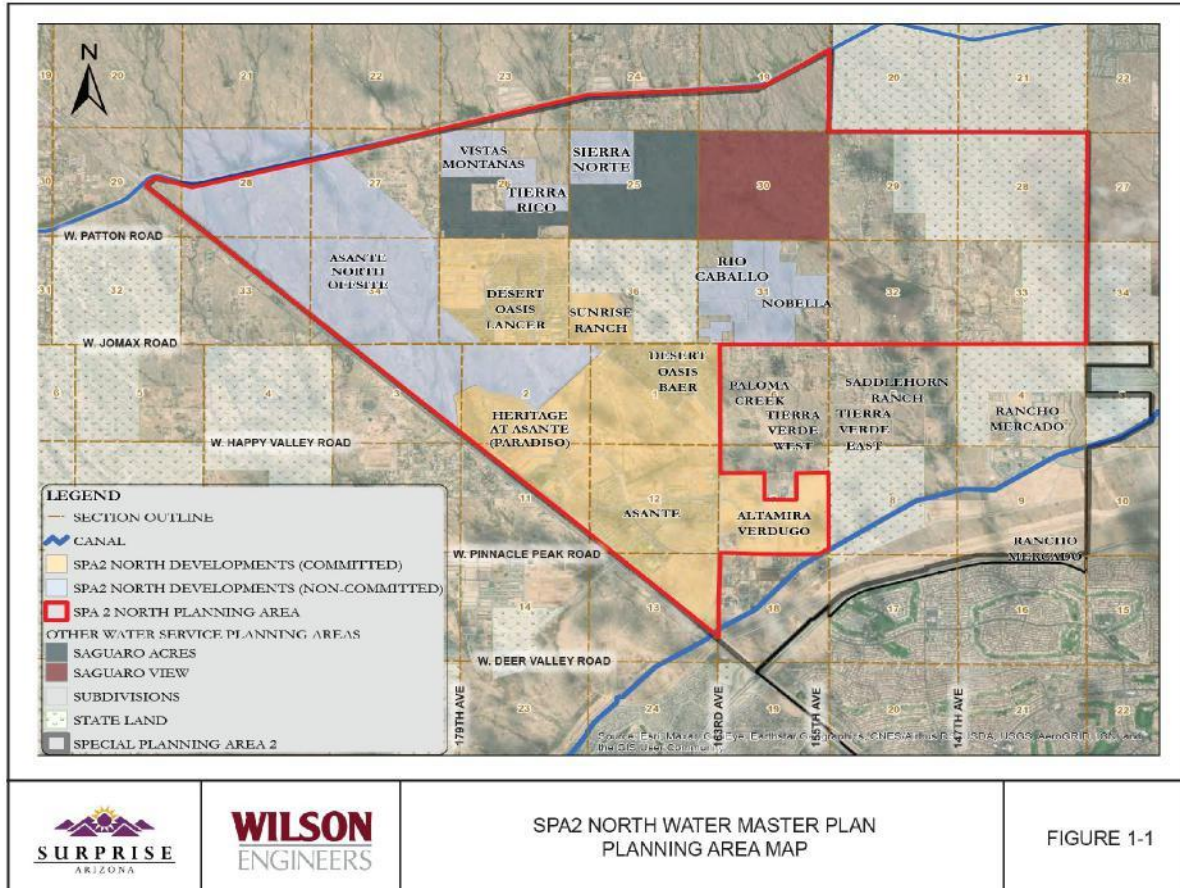
Note:

The SPA 2 North Service Area includes the area outlined in red and Marisol Ranch. Marisol Ranch is a participant in the SPA2NWE JDA. Marisol will be building their own water storage, so they are not participating in the water storage capacity or entitled to any water storage capacity.

EXHIBIT E

LCD FEE BENEFITED PROPERTIES

DEPICTION



Notes:

1. Asante, Heritage Asante PUD and Asante North Ph 1 and 2 properties are excluded since the capacity for the formentioned properties has already satisfied water storage tank capacity via the existing Asante Domestic Water tank.
2. Desert Oasis Baer and Lancer properties, Altamira and Sunrise Ranch are excluded since the capacity for the formentioned properties has already satisfied water storage tank capacity via the existing Desert Oasis Water tank.
3. Marisol Ranch is excluded if they provide their own Water Storage Tank.

EXHIBIT F

ASANTE AND ASANTE NORTH PH 1 AND 2 LEGAL DESCRIPTION

Portions of Sections 1, 2, 3, 11, 12 & 13 Township 4 North, Range 2 West and portions of Sections 34 & 35 Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 2 inch aluminum cap, RLS 36562 accepted as the Northeast corner of said Section 12 from which a found 2-3/4 inch City of Surprise brass cap flush accepted as the East Quarter corner thereof bears South 00°44'56" West, 2634.27 feet;

Thence South 00°44'56" West, 2634.27 feet along the east line of the Northeast Quarter of said Section 12 to the East Quarter corner thereof;

Thence South 00°45'20" West, 2634.06 feet along the east line of the Southeast Quarter of said Section 12 to the Southeast corner thereof;

Thence South 00°45'16" West, 1695.33 feet along the east line of the Northeast Quarter of said Section 13 to the beginning of a tangent curve concave northwesterly, having a radius of 2291.38 feet;

Thence leaving said east line and southwesterly along said curve, through a central angle of 33°01'27", an arc length of 1320.71 feet to a tangent line;

Thence South 33°46'43" West, 498.26 feet to the northeasterly Right of Way line of the Burlington Northern & Santa Fe Railroad;

Thence North 46°13'34" West, 18538.55 feet along said northeasterly Right of Way line;

Thence leaving said northeasterly Right of Way line, North 43°46'26" East, 249.62 feet to a non-tangent curve, concave easterly, having a radius of 770.00 feet, the center of which bears North 64°27'17" East;

Thence northerly along said curve, through a central angle of 69°19'09", an arc length of 931.58 feet to a tangent line;

Thence North 43°46'26" East, 379.75 feet;

Thence North 00°55'41" West, 42.65 feet;

Thence North 45°37'48" West, 672.18 feet to the beginning of a tangent curve concave southerly, having a radius of 1220.00 feet;

Thence westerly along said curve, through a central angle of 90°27'40", an arc length of 1926.19 feet to a tangent line;

Thence South 43°54'32" West, 170.00 feet to the aforementioned northeasterly Right of Way line of the Burlington Northern & Santa Fe Railroad;

Thence North 46°13'34" West, 200.00 feet along said northeasterly Right of Way line;

Thence leaving said northeasterly Right of Way line, North 43°54'32" East, 170.47 feet to the beginning of a tangent curve, concave southerly, having a radius of 1420.00 feet;

Thence easterly along said curve, through a central angle of 90°27'40", an arc length of 2241.96 feet to a tangent line;

Thence South 45°37'48" East, 2372.44 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 1900.00 feet;

Thence southeasterly along said curve, through a central angle of 26°25'23", an arc length of 876.22 feet to a non-tangent line;

Thence North 15°50'04" West, 420.20 feet;

Thence North 08°04'03" East, 181.22 feet;

Thence North 12°29'18" West, 401.85 feet;

Thence North 38°17'07" East, 21.81 feet;

Thence North 79°10'33" East, 1699.68 feet;

Thence South 44°30'32" East, 580.77 feet;

Thence South 89°41'37" East, 808.11 feet;

Thence South 89°41'31" East, 2631.53 feet;

Thence South 89°40'45" East, 907.94 feet;

Thence South 46°28'51" East, 529.39 feet;

Thence South 43°21'38" West, 361.80 feet;

Thence North 89°06'01" West, 63.91 feet;
 Thence North 00°42'10" East, 14.46 feet;
 Thence North 89°17'50" West, 21.58 feet;
 Thence South 00°42'10" West, 15.00 feet;
 Thence North 89°17'50" West, 22.59 feet;
 Thence South 00°42'10" West, 101.58 feet;
 Thence South 89°31'24" East, 92.49 feet;
 Thence South 00°28'36" West, 25.53 feet;
 Thence South 46°28'39" East, 93.60 feet;
 Thence South 27°55'49" East, 137.74 feet;
 Thence South 46°28'39" East, 140.00 feet;
 Thence South 87°27'03" East, 47.79 feet;
 Thence North 43°31'21" East, 144.00 feet;
 Thence North 46°28'39" West, 28.99 feet;
 Thence North 43°31'21" East, 334.04 feet;
 Thence South 46°28'51" East, 3089.91 feet;
 Thence South 46°28'59" East, 3115.23 feet to the **POINT OF BEGINNING**.

EXCEPT

A portion of the Northwest Quarter of Section 2, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 2 inch Maricopa County aluminum cap, RLS 35832 accepted as the West Quarter corner of said Section 2 from which a found 2 inch Maricopa County aluminum cap, RLS 35832 accepted as the Northwest corner thereof bears North 01°01'41" East, 2191.45 feet;

Thence leaving said west line, South 88°58'19" East, 227.99 feet to the **POINT OF BEGINNING**;

Thence North 34°10'33" East, 42.43 feet;

Thence North 79°10'33" East, 132.86 feet to the beginning of a tangent curve concave northwesterly, having a radius of 1550.00 feet;

Thence northeasterly along said curve, through a central angle of 27°25'30", an arc length of 741.92 feet to a tangent line;

Thence North 51°45'03" East, 144.24 feet;

Thence South 21°25'46" East, 614.47 feet;

Thence South 20°27'06" West, 398.89 feet;

Thence South 62°19'57" West, 717.78 feet to a non-tangent curve, concave northeasterly, having a radius of 1382.00 feet, the center of which bears North 46°06'39" East;

Thence northwesterly along said curve, through a central angle of 33°03'54", an arc length of 797.54 feet to a tangent line;

Thence North 10°49'27" West, 128.24 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 92,307,589 sq. ft. (2,119.0907 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1909
Date: March 2024

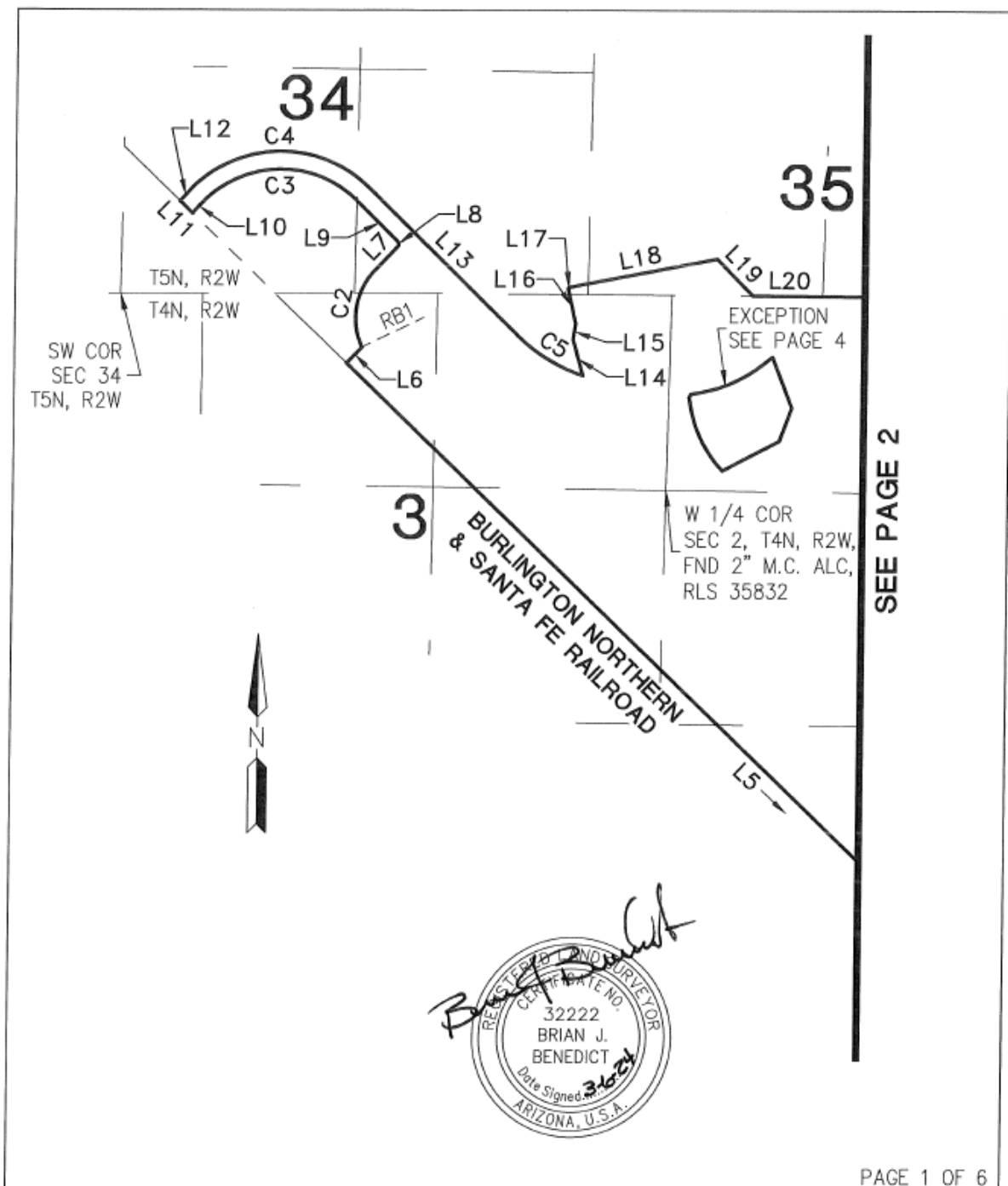


EXHIBIT G

ASANTE AND ASANTE NORTH PHASES 1 AND 2 PROPERTY

DEPICTION

[Attached]

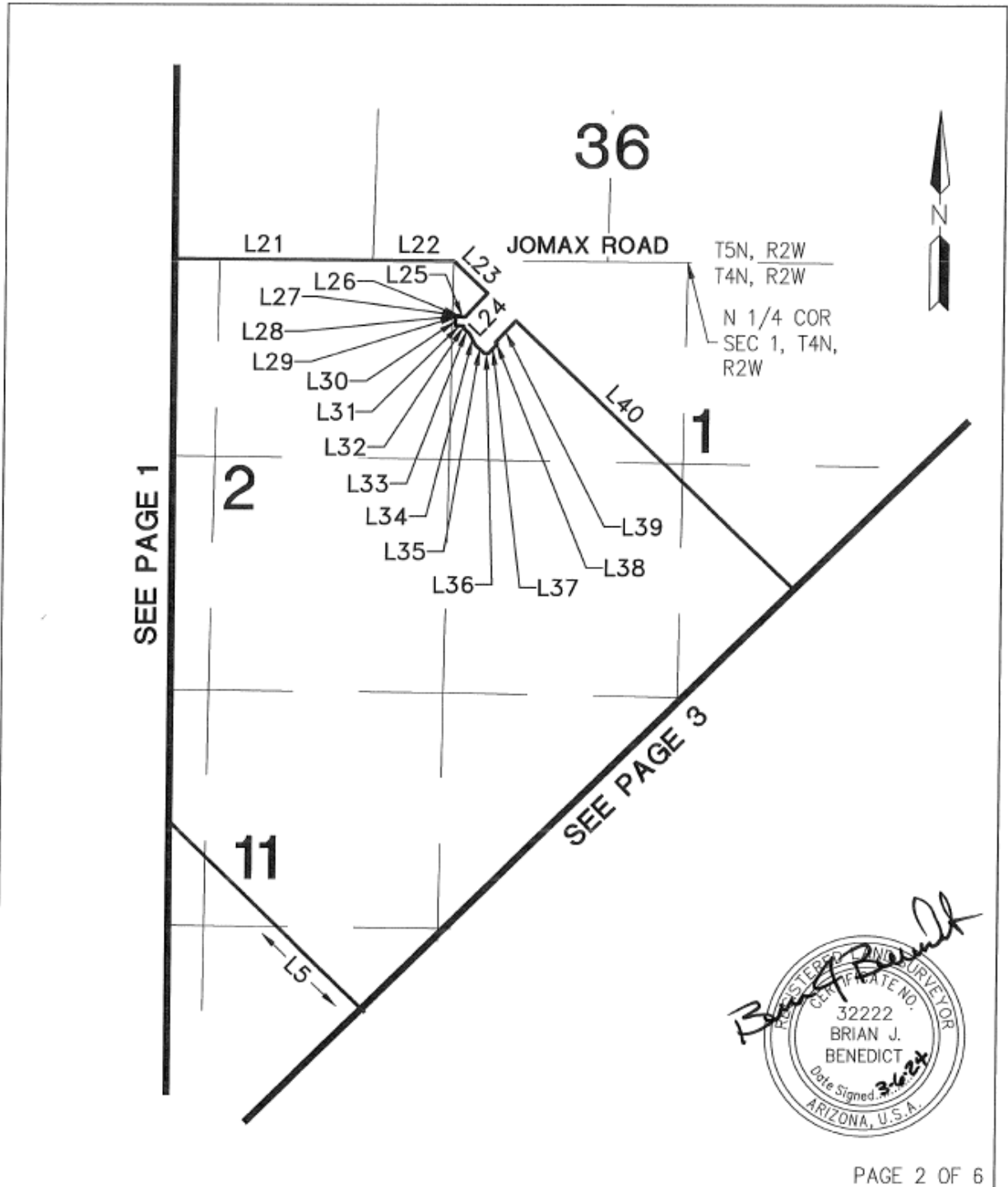


PAGE 1 OF 6

PROJ.NO.: 1909	ASANTE & ASANTE NORTH PHASE 1 & 2	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2024	BOUNDARY	
SCALE: N,T,S,	SURPRISE, ARIZONA	
DRAWN BY: MRM	EXHIBIT	
CHECKED BY: BJB		

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PAGE 2 OF 6

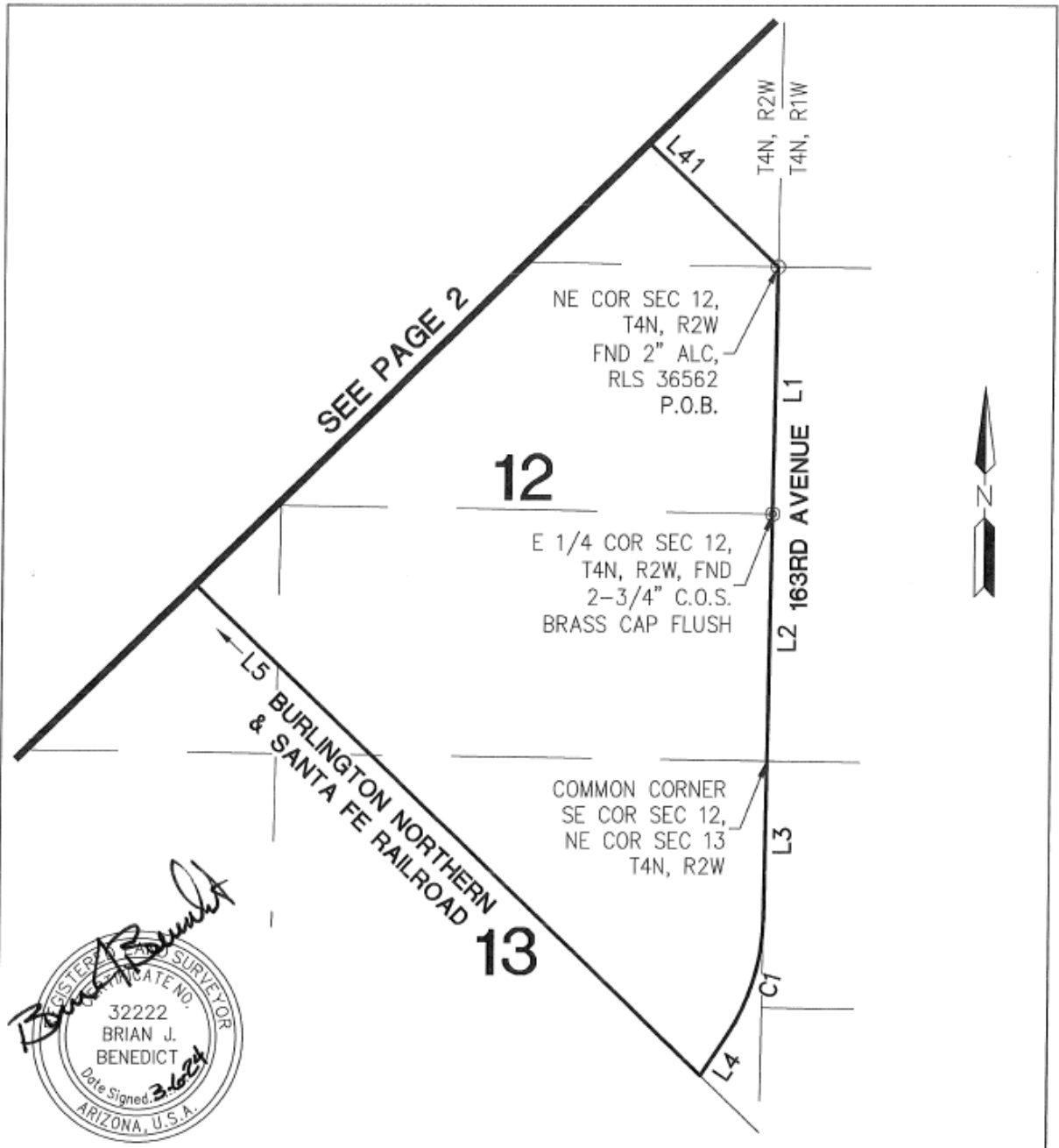
PROJ.NO.: 1909	ASANTE & ASANTE NORTH PHASE 1 & 2 BOUNDARY SURPRISE, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2024		
SCALE: N,T,S,		
DRAWN BY: MRM		
CHECKED BY: BJB	EXHIBIT	

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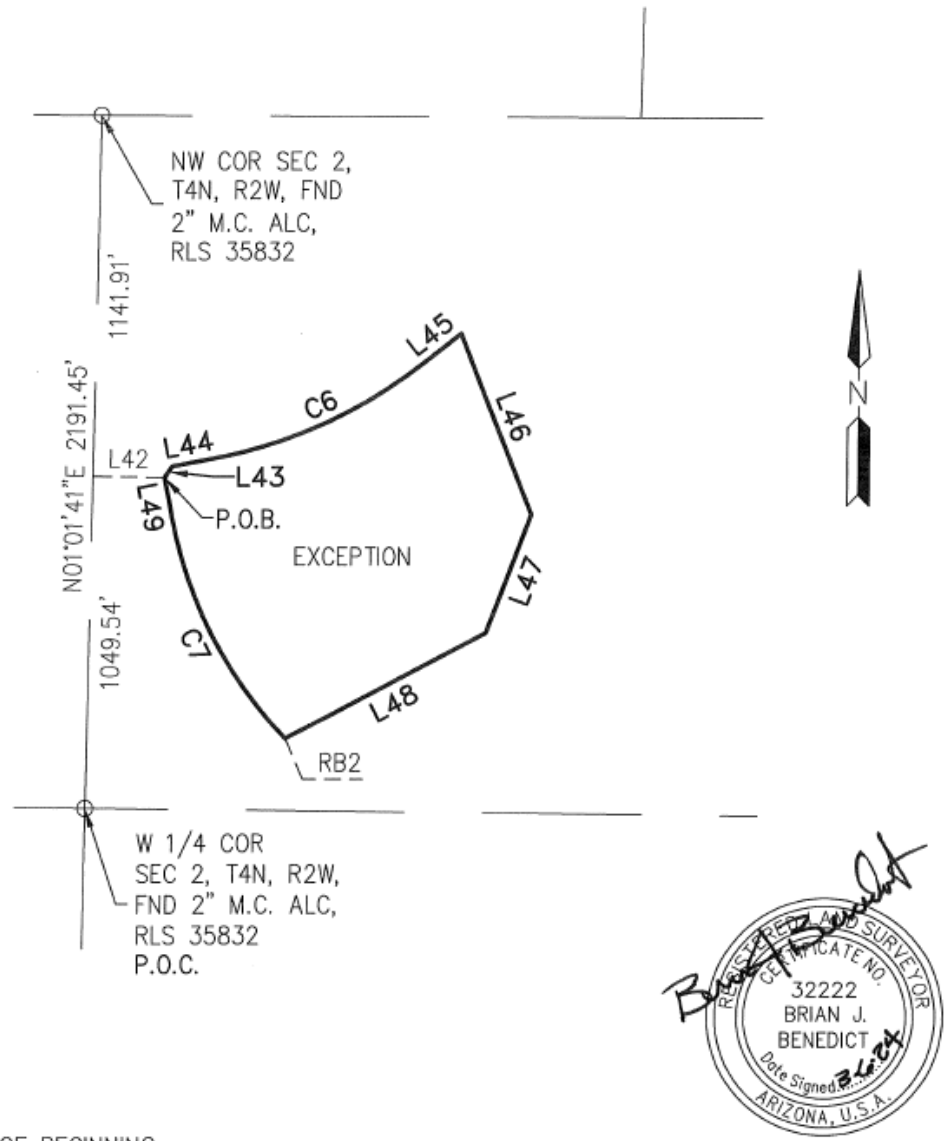
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P.O.B. – POINT OF BEGINNING PAGE 3 OF 6

PROJ.NO.: 1909	ASANTE & ASANTE NORTH PHASE 1 & 2	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2024	BOUNDARY	
SCALE: N,T,S,	SURPRISE, ARIZONA	
DRAWN BY: MRM	EXHIBIT	
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P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

PAGE 4 OF 6

PROJ.NO.: 1909	ASANTE & ASANTE NORTH PHASE 1 & 2	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2024	BOUNDARY	
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DRAWN BY: MRM	EXHIBIT	
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LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	S00°44'56"W	2634.27'	L21	S89°41'31"E	2631.53'
L2	S00°45'20"W	2634.06'	L22	S89°40'45"E	907.94'
L3	S00°45'16"W	1695.33'	L23	S46°28'51"E	529.39'
L4	S33°46'43"W	498.26'	L24	S43°21'38"W	361.80'
L5	N46°13'34"W	18538.55'	L25	N89°06'01"W	63.91'
L6	N43°46'26"E	249.62'	L26	N00°42'10"E	14.46'
L7	N43°46'26"E	379.75'	L27	N89°17'50"W	21.58'
L8	N00°55'41"W	42.65'	L28	S00°42'10"W	15.00'
L9	S45°37'48"E	672.18'	L29	N89°17'50"W	22.59'
L10	S43°54'32"W	170.00'	L30	S00°42'10"W	101.58'
L11	N46°13'34"W	200.00'	L31	S89°31'24"E	92.49'
L12	N43°54'32"E	170.47'	L32	S00°28'36"W	25.53'
L13	S45°37'48"E	2372.44'	L33	S46°28'39"E	93.60'
L14	N15°50'04"W	420.20'	L34	S27°55'49"E	137.74'
L15	N08°04'03"E	181.22'	L35	S46°28'39"E	140.00'
L16	N12°29'18"W	401.85'	L36	S87°27'03"E	47.79'
L17	N38°17'07"E	21.81'	L37	N43°31'21"E	144.00'
L18	N79°10'33"E	1699.68'	L38	N46°28'39"W	28.99'
L19	S44°30'32"E	580.77'	L39	N43°31'21"E	334.04'
L20	S89°41'37"E	808.11'	L40	S46°28'51"E	3089.91'



PAGE 5 OF 6

PROJ.NO.: 1909	ASANTE & ASANTE NORTH PHASE 1 & 2 BOUNDARY SURPRISE, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2024		
SCALE: N,T,S,		
DRAWN BY: MRM		
CHECKED BY: BJB		

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L41	S46°28'59"E	3115.23'
L42	S88°58'19"E	227.99'
L43	N34°10'33"E	42.43'
L44	N79°10'33"E	132.86'
L45	N51°45'03"E	144.24'
L46	S21°25'46"E	614.47'
L47	S20°27'06"W	398.89'
L48	S62°19'57"W	717.78'
L49	N10°49'27"W	128.24'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	2291.38'	33°01'27"	1320.71'
C2	770.00'	69°19'09"	931.58'
C3	1220.00'	90°27'40"	1926.19'
C4	1420.00'	90°27'40"	2241.96'
C5	1900.00'	26°25'23"	876.22'
C6	1550.00'	27°25'30"	741.92'
C7	1382.00'	33°03'54"	797.54'

** RADIAL BEARING

RB1 - N64°27'17"E

RB2 - N46°06'39"E



PAGE 6 OF 6

PROJ.NO.: 1909	ASANTE & ASANTE NORTH PHASE 1 & 2	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: MAR 2024		
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DRAWN BY: MRM		
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EXHIBIT		

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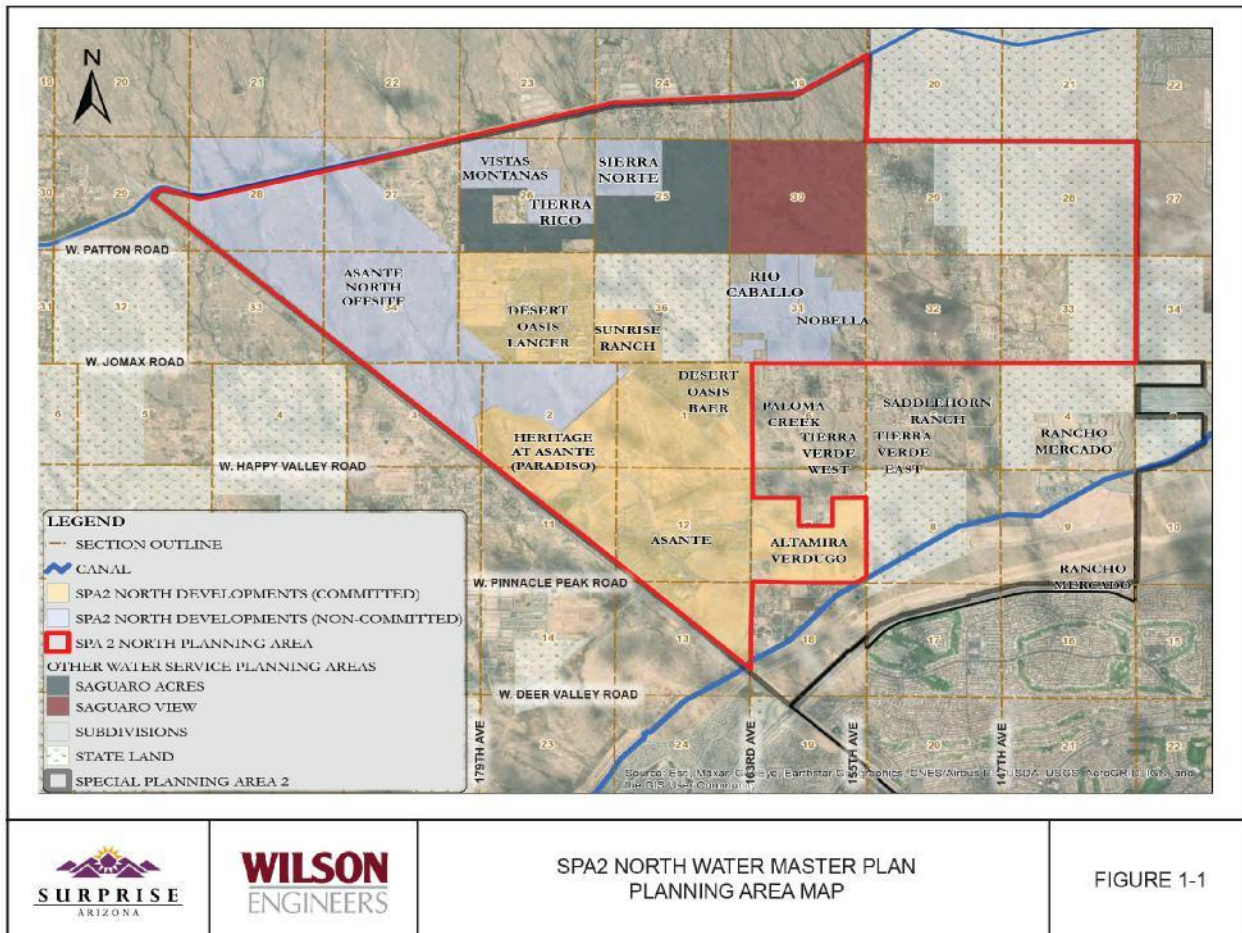
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EXHIBIT H

CITY FEE BENEFITED AREA

DEPICTION

(SPA 2 NORTH PLANNING AREA MAP)



Notes:

1. Asante and Asante North Ph 1 and 2 properties are excluded since the capacity for the formentioned properties has already satisfied water storage tank capacity via the existing Asante Domestic Water tank.
2. SPA2NWE JDA Participants/parties that ultimately participate in the SPA2NWE JDA will be excluded from the City Reimbursement Fee, as further described in Section 3 of this Agreement and in the SPA2NWE JDA, unless requesting more capacity from the City than has been acquired under the SPA2NWE JDA.

EXHIBIT I

BILL OF SALE

This Bill of Sale (this “Bill of Sale”) is made by the undersigned, Lennar Communities Development, LLC, a Delaware limited liability company, as construction manager for the parties to the Amended and Restated Joint Development, Cost Sharing, and Escrow Agreement dated August 24, 2023 (“Owner”), in favor of and to CITY OF SURPRISE, an Arizona municipal corporation (“City”).

WHEREAS, Owner and City entered into that certain SPA 2 North Water Tank, Turnover, Reimbursement and Regional Improvement Overlay Development Agreement dated as of _____, 2025 (the “Agreement”), pursuant to which Owner agreed to convey, dedicate, assign, and transfer to City the Water Tank (as defined in the Agreement) free and clear of all monetary liens and encumbrances that could affect marketability of the title.

NOW, THEREFORE, pursuant to the Agreement, and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner by these presents does convey, dedicate, assign, and transfer to City, its successors and assigns, forever, as an entirety, all of Owner’s right, title, and interest in and to the Water Tank free and clear of all monetary liens and encumbrances, but otherwise as-is, without other representation or warranty, subject to the terms of the Agreement.

Except as expressly set forth herein or in the Agreement, Owner makes no representations or warranties whatsoever regarding the Water Tank.

In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control.

Dated this _____ day of _____, 2025.

OWNER:

**LENNAR COMMUNITIES
DEVELOPMENT, LLC**, a Delaware limited
liability company

By: _____
Name: _____
Title: _____

EXHIBIT J

SPECIAL WARRANTY DEED

WHEN RECORDED RETURN TO:

City of Surprise
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
Attn: Robert W. Wingo, Esq.

**SPECIAL WARRANTY DEED WITH PROPERTY RESTRICTIONS AND RESERVATION
OF EASEMENT**

Exempt from affidavit of value pursuant to A.R.S. § 11-1134(A)(3).

For the consideration of Ten Dollars and other valuable considerations, the undersigned ASANTE DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company ("Grantor"), does hereby convey to the CITY OF SURPRISE, an Arizona municipal corporation ("Grantee"), that certain real property situated in Maricopa County, Arizona legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"), together with all rights and privileges appurtenant thereto:

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record; all matters which a physical inspection or accurate survey of the Property would disclose. Except as expressly set forth herein, no representations or warranties have been made by Grantor or anyone else on its behalf to Grantee as to the title or condition of the Property or the improvements thereon erected, if any, or as to any other matters whatsoever.

And the Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Signature on following page.

Dated this _____ day of _____, 2025.

ASANTE DEVELOPMENT PARTNERS, LLC, a
Delaware limited liability company

By: Lennar Arizona, LLC, an Arizona limited
liability company
Its: Sole Member

By: Lennar Homes Holding, LLC, a Florida limited
liability company, its Manager

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Special Warranty Deed was acknowledged before me on this _____ day of _____, 2025, by _____, the _____ of Lennar Arizona, LLC, an Arizona limited liability company, the Sole Member of ASANTE DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company, for and on behalf of the company.

Notary Public

My Commission expires:

EXHIBIT K

WATER TANK AND WATER TANK PROPERTY APPRAISAL

[Attached]



WATERWORKS ENGINEERS

7500 N. Dobson Road, Suite 200
Scottsdale, AZ 85256
Telephone: 480-661-1742

7/2/2025

Jorge Villasenor
Sr. Project Manager
Lennar
1665 W. Alameda Drive #130
Tempe, AZ 85282

Subject: Asante Development Partner, LLC (Asante) Welded Steel Tank

Dear Mr. Villasenor,

Asante owns an existing welded steel tank (Tank) located in Asante's property just south of the Desert Oasis Water Facility (DO Facility). The Tank is being conveyed to the City of Surprise as part of the DO Facility expansion. The planned developments in the north area of SPA 2 require additional water storage capacity. The addition of the Tank will provide the necessary water storage expansion for the planned developments. The purpose of this letter is to provide the engineer's opinion of probable value of the Tank.

Background

Based on the tank drawings, it is estimated that the Tank was designed and constructed in 2008. Reference the attached signed and sealed engineering drawings by DEI Professional Services LLC. However, the tank was never placed in service nor was it maintained since. Table 1 summarizes the Tank's information.

Water Works Engineers, LLC

Table 1 Tank Data¹

Construction	AWWA ² D100 Weld Steel Tank
Diameter	160 ft ³
Overall Side Shell Height	16 ft
Nominal Storage Volume	2.293 Mgal ⁴
Property Data, Assessor's Parcel Numbers (APN)	503-68-925, 503-68-926, 503-68-927, and 503-68-516B

Valuation

The following criteria were used to estimate the value of the tank.

1. Age of tank and maintenance history.
2. Effective Usable Depth/Volume excludes:
 - a. Unusable depth from tank bottom to tank outlet: 2.42 ft
 - b. Required submergence depth above tank outlet: 3.90 ft
3. The unit cost for a welded steel tank is \$1.10/gallon.
4. Based on Asante, the combined area of the undevelopable properties is 3.6 acres.
5. Based on Asante, the unit cost of undevelopable land is \$117,240 per acre.

Table 2 presents the engineer's opinion of probable value to tank.

¹ Based on attached tank construction drawings

² American Water Works Association

³ ft = Feet

⁴ Mgal = million gallons

Table 2 Tank Value Calculation

Description	Value
Diameter	160 ft
Overflow Weir Height	15.25 ft
Total Tank Bottom Dead Zone	6.32 ft
Effective Usable Depth	8.93 ft
Effective Usable Volume	1.343 Mgal
Estimated Tank Value	\$1,477,900
Estimated Land Value	\$422,100
Estimated Total Tank and Land Value	\$1,900,000

Sincerely,

Abel Ramarui, P.E.
Project Manager

Copy:

John Matta - Water Works Engineers, Principal

Attachment:

Tank Drawings



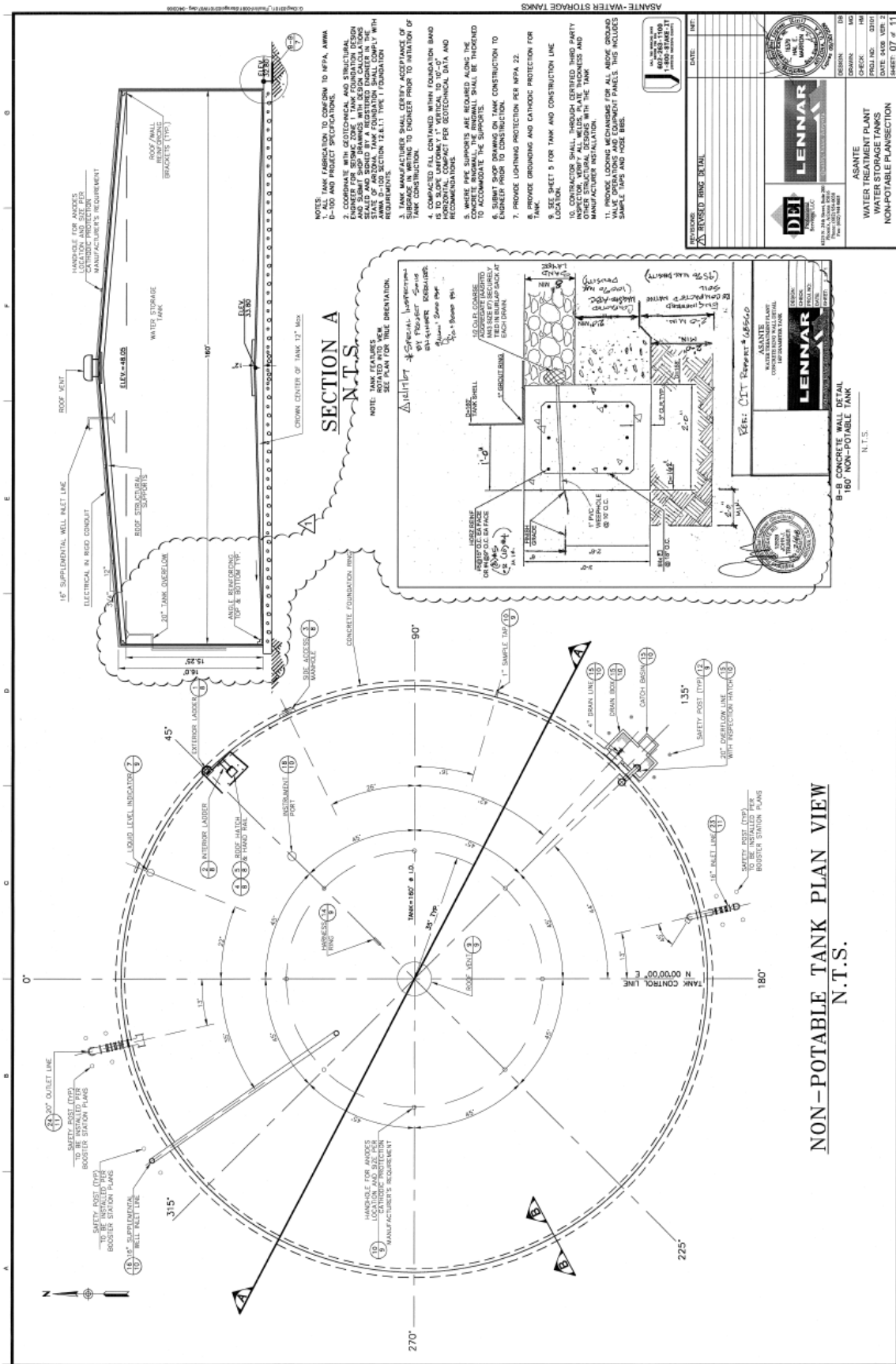


EXHIBIT L: Budget and Allocation

DATE: 8/12/2025

Budget & Allocation Exhibit "L"																		
			(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)
Participants	Parcels	LookUp	EDU's Booster Pump	% Booster Pump	EDU's Water Treatment	% Water Treatment	EDU's Tank	% Tank	Booster Pump Design	Water Treatment Design	Tank Design	Total Design	Booster Pump Construction	Water Treatment Construction	Tank Refurbish	Total Construction	Plan Review Fees and LCD, LLC Legal and Submittal Fees	Total (M + Q + R)
LCD, LLC (COS) (2)	Tierra Rico and Willow Trails	Tierra Rico (Zone 3A)/Willow Trail/Home Town Surprise	487	4.331%	484	4.331%	461	7.607%	\$ 40,229	\$ 24,482	\$ 12,465	\$ 77,176	\$ 597,357	\$ 363,533	\$ 185,086	\$ 1,145,976	\$ 6,749	\$ 1,229,902
LCD, LLC (COS) (3)	Excess Tank EDU	Excess Tank Capacity -LCD, LLC	0	0.000%	0	0.000%	2,506	41.350%	\$ -	\$ -	\$ 67,754	\$ 67,754	\$ -	\$ -	\$ 1,006,061	\$ 1,006,061	\$ 5,925	\$ 1,079,740
Pulte / Leavitt	Visara (Pulte/Leavitt) 305 EDU	Visara/Pulte (Zone 3A)	322	2.865%	320	2.865%	305	5.033%	\$ 26,616	\$ 16,198	\$ 8,247	\$ 51,060	\$ 395,215	\$ 240,515	\$ 122,454	\$ 758,184	\$ 4,465	\$ 813,709
LCD, LLC (COS) (4)	Visara/COS (Zone 3A) 240 EDU	Visara/COS (Zone 3A)	254	2.255%	252	2.255%	240	3.960%	\$ 20,944	\$ 12,746	\$ 6,489	\$ 40,179	\$ 310,989	\$ 189,258	\$ 96,357	\$ 596,604	\$ 3,514	\$ 640,296
Ashton Woods	Visara (Ashton Woods) 271 EDU	Visara/Ashton Woods (Zone 3A)	287	2.546%	284	2.546%	271	4.472%	\$ 23,649	\$ 14,392	\$ 7,327	\$ 45,368	\$ 351,158	\$ 213,704	\$ 108,803	\$ 673,665	\$ 3,968	\$ 723,001
Sierra Norte 20, LLC & Sierra Norte 158, LLC	Sierra Norte	Sierra Norte (Zone 3A)	612	5.437%	607	5.437%	579	9.550%	\$ 50,505	\$ 30,736	\$ 15,648	\$ 96,889	\$ 749,936	\$ 456,388	\$ 232,361	\$ 1,438,685	\$ 8,473	\$ 1,544,047
Surprise Land Holdings, LLC	Vista Montanas	Vista Montanas (Zone 3A)	680	6.046%	675	6.046%	644	10.620%	\$ 56,164	\$ 34,180	\$ 17,402	\$ 107,746	\$ 833,968	\$ 507,527	\$ 258,397	\$ 1,599,892	\$ 9,423	\$ 1,717,060
Marisol Ranch	Marisol Trust 8730 & Marisol Trust 8731	Asante JDA/LCD Asante (Marisol Ranch (Zone 3A))	2,918	25.927%	2,896	25.927%	0	0.000%	\$ 240,834	\$ 146,564	\$ -	\$ 387,399	\$ 3,576,097	\$ 2,176,300	\$ -	\$ 5,752,397	\$ 33,879	\$ 6,173,675
Hawks Arizona Land, LLC	Nobella (Hines)	Asante JDA/LCD Asante (Nobella/Hines Property (Zone 3A))	833	7.398%	826	7.398%	788	12.995%	\$ 68,722	\$ 41,822	\$ 21,293	\$ 131,836	\$ 1,020,432	\$ 621,003	\$ 316,171	\$ 1,957,606	\$ 11,529	\$ 2,100,971
Padelford	Padelford Property	Padelford (Zone 3A/2A)	76	0.676%	76	0.676%	72	1.188%	\$ 6,283	\$ 3,824	\$ 1,947	\$ 12,054	\$ 93,297	\$ 56,777	\$ 28,907	\$ 178,981	\$ 1,054	\$ 192,089
Shemer	Shemer Property (former part of Nobella)	Shemer Property (Zone 3A/Former Nobella)	207	1.835%	205	1.835%	195	3.223%	\$ 17,045	\$ 10,373	\$ 5,281	\$ 32,700	\$ 253,103	\$ 154,031	\$ 78,422	\$ 485,556	\$ 2,860	\$ 521,116
A & R JDA	Asante and Asante North Ph 1 & 2	Asante JDA/LCD Asante	4,578	40.684%	4,545	40.684%	0	0.000%	\$ 377,913	\$ 229,986	\$ -	\$ 607,899	\$ 5,611,545	\$ 3,415,009	\$ -	\$ 9,026,554	\$ 53,162	\$ 9,687,615
																		\$ -
TOTAL			11254	100%	11172	100%	6060	100%	\$ 928,905	\$ 565,302	\$ 163,853	\$ 1,658,060	\$ 13,793,097	\$ 8,394,045	\$ 2,433,019	\$ 24,620,161	\$ 145,000	\$ 26,423,221
Note: 1. Based upon the Felix's June 3 2023 Cost Estimate (DO Cost Estimate Breakdown R15 - 06.03.2025.xls) 2. City of Surprise on behalf of Tierra Rico and Willow Trails 3. City of Surprise Excess EDU (tank capacity) 4. City of Surprise on behalf of Visara																		

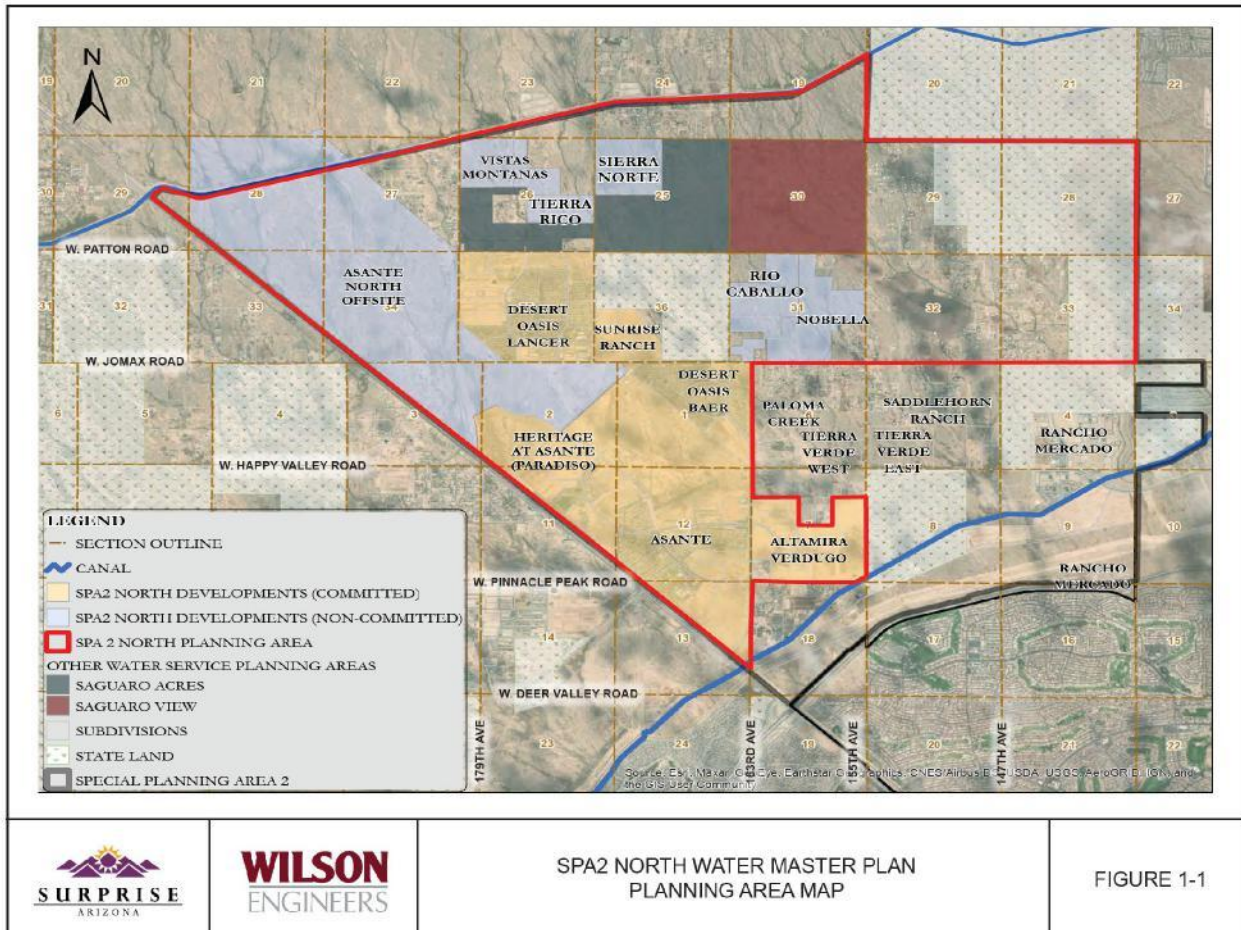
Exhibit L Continued

Cost Allocations														
DO Water Facility Component	Total	Total EDU	Asante JDA/LCD Asante	Asante JDA/LCD Asante (Marisol Ranch Zone 3A))	Asante JDA/LCD Asante (Nobella/Hines Property (Zone 3A))	Padelford (Zone 3A/2A)	Shemer Property (Zone 3A/Former Nobella)	Sierra Norte (Zone 3A)	Tierra Rico (Zone 3A)/Willow Trail/Home Town Surprise	Visara/COS (Zone 3A)	Visara/Ashton Woods (Zone 3A)	Visara/Pulte (Zone 3A)	Vista Montanas (Zone 3A)	Excess Tank Capacity - LCD, LLC
Contact			Jorge Viallasenor	Kip Gilleland	Scott King/ Alexander Schreiber	Rick Padelford	Ryan Shemer/Barry Shemer/Marcy Cork	Michael Schwab	Jorge Viallasenor/Michael Boule	Jorge Viallasenor/Michael Boule	Mari Flynn/Jeremy Ramsdell	Laura Meyers	Omar Mireles/Matt Makovic/Michael Schwab/Michael Park	
Development Equivalent Dwelling Units (EDU)		10,645	4,331	2,760	788	72	195	579	461	240	271	305	644	2,506
Allocated Excess Treatment Capacity, EDU		527	214	137	39	4	10	29	23	12	13	15	32	
Allocated Excess Booster Pump Station Capacity, EDU		609	248	158	45	4	11	33	26	14	16	17	37	
Arsenic Treatment	\$9,008,783	11,172	\$3,665,108	\$2,335,682	\$666,482	\$60,935	\$165,311	\$489,811	\$390,156	\$203,118	\$229,354	\$258,129	\$544,695	
Water Storage	\$2,611,202	6,060			\$339,326	\$31,024	\$84,165	\$249,378	\$198,640	\$103,414	\$116,771	\$131,422	\$277,321	\$1,079,740
Zone 2A and 3A BPS	\$14,803,236	11,254	\$6,022,507	\$3,837,993	\$1,095,163	\$100,129	\$271,640	\$804,858	\$641,105	\$333,764	\$376,875	\$424,158	\$895,044	
Total for Each Development	\$26,423,221		\$9,687,615	\$6,173,675	\$2,100,971	\$192,089	\$521,116	\$1,544,047	\$1,229,902	\$640,296	\$723,001	\$813,709	\$1,717,060	\$1,079,740
Unit Cost per EDU			\$2,237	\$2,237	\$2,668	\$2,668	\$2,668	\$2,668	\$2,668	\$2,668	\$2,668	\$2,668	\$2,668	\$431

EXHIBIT M

OVERSIZED BENEFITED PROPERTIES AREA

(SPA 2 NORTH PLANNING AREA MAP)



The following participants/properties in the SPA 2 Water Expansion project are to Benefit for the Oversizing of the SPA 2 Water Expansion Project oversizing and more specifically detailed in the SPA 2 Water Expansion allocation and oversizing cost document.

1. Asante, Heritage Asante PUD, Asante North Phase 1 and 2 property as legally described.
2. Visara formally known as Rio Caballo
3. Vistas Montanas
4. Sierra Norte 20 and 158
5. Nobella
6. Marisol Ranch (which is generally located in the SPA 4 service area)
7. Padelford property
8. Shermer Property
9. City of Surprise

EXHIBIT N - Excess Capacity Allocations

Participants	Contact	DO Water Facility Component	
		Allocated Excess Treatment Capacity, EDU	Allocated Excess Booster Pump Station Capacity, EDU
Asante JDA/LCD Asante	Joan Scarbrough/Jorge Viallasenor	214	248
Asante JDA/LCD Asante (Marisol Ranch (Zone 3A))	Kip Gilleland	137	158
Asante JDA/LCD Asante (Nobella/Hines Property (Zone 3A))	Scott King/ Alexander Schreiber	39	45
Padelford (Zone 3A/2A)	Rick Padelford	4	4
Shemer Property (Zone 3A/Former Nobella)	Ryan Shemer/Barry Shemer/Marcy Cork	10	11
Sierra Norte (Zone 3A)	Michael Schwab	29	33
Tierra Rico (Zone 3A)/Willow Trail/Home Town Surprise	Joan Scarbrough/Michael Boule	23	26
Visara/COS (Zone 3A)	Joan Scarbrough/Michael Boule	12	14
Visara/Ashton Woods (Zone 3A)	Mari Flynn/Jeremy Ramsdell	13	16
Visara/Pulte (Zone 3A)	Laura Meyers	15	17
Vista Montanas (Zone 3A)	Omar Mireles/Matt Makovic/Michael Schwab/Michael Park	32	37
	TOTAL:	527	609

EXHIBIT O
NOTICE OF PAYMENT

As required by the City of Surprise pursuant to that certain SPA 2 North Water Tank Turnover and Development Agreement, _____ (“**Buyer**”) has paid Lennar Communities Development, LLC (“**LCD**”), as Contract Administrator of that certain Joint Development, Cost Sharing and Escrow Agreement SPA 2 North Water Expansion (the “**SPA2NWE JDA**”), the following Buy-In Fees. If the buy-in fee is based on the estimated cost per equivalent dwelling unit (“**EDU**”) and shall be subject to future “true-up” following the completion of the Oversized Improvements.

Based on
Estimate

_____	# of EDUs	
\$ _____	Amount paid per EDU	YES/NO

[INSERT THE FOLLOWING SENTENCE AND INITIAL IF ALL BUY-IN FEES HAVE BEEN PAID]

_____ Buyer has paid all of its Buy-in Fees.

[INSERT THE FOLLOWING SENTENCE AND INITIAL IF BUYER STILL HAS OUTSTANDING BUY-IN FEES]

_____ Buyer still owes the following Buy-in Fees.

\$ _____ Amount outstanding per EDU

LCD: _____

Name	Date
------	------

City Acknowledgement: _____

Name	Date
------	------



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 21, 2025
Submitting Department: Mayor and Council
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)(1) to discuss or consider employment, assignment, appointment, promotion, resignation, and matters related thereto, including succession planning options for the position of the City Manager and current and future staffing considerations for the Office of the City Manager.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
