



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

Tuesday, November 18, 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

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|----------|---|--|
| 1. | Internal | Consideration and action to approve the November 4th, 2025 City Council Work Session, Regular City Council Meeting, and Executive Session Minutes. | Kristi Passarelli
City Clerk |
| 2. | Citywide | Consideration and action pertaining to the approval of Amendment No. 6 to the HOME Intergovernmental Agreement with Maricopa County, accepting grant funding for rental assistance, and amending the Fiscal Year 2026 budget by moving budget of \$207,700; Resolution #2025-133. | Adam Lane
Human Svcs and
Comm Vitality |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|----|----------|---|---|
| 3. | Citywide | Consideration and action pertaining to the approval of a Fiscal Year 2026 budget amendment in the amount of \$120,000 to support planning, programming, and activities related to the City's Celebration of the United States 250th Anniversary and amending the Fiscal Year 2026 Contract Awarding Authority List; Resolution #2025-134. | Holly Osborn
Parks and
Recreation |
| 4. | Citywide | Consideration and action pertaining to approval of a facility use agreement with Dysart Unified School District for city use at the Vista Center for the Arts; Resolution #2025-63. | Kendra Pettis
Sports,
Entertainment, and
Culture |

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, November 13th, 2025 @ 1:15 PM

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: November 18, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 18, 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: November 18, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Agenda Wording:

Consideration and action to approve the November 4th, 2025 City Council Work Session, Regular City Council Meeting, and Executive Session Minutes.

Motion:

I move to approve the April 15th, 2025 Regular City Council Meeting Minutes, Work Session Minutes, and Executive Session Minutes

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 110425 Regular City Council Meeting Minutes DRAFT
 2. 110425 Work Session Minutes DRAFT
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**CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374**

Tuesday, November 4, 2025 @ 6:00 PM
COUNCIL CHAMBERS
Amended on 11/3/25*

A. Call To Order

Mayor Sartor called the Regular Council Meeting of November 4th, 2025 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Ray Grimm, led in the Invocation.

B. Roll Call

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

C. Pledge of Allegiance

Calibre Academy led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

Mayor Sartor recognized Epcor Water for obtaining the designation of assured water supply for the Aqua Fria District.

E. City Manager Report

City Manger, Bob Wingenroth, presented Recreation Coordinator, Shelby Fenwick. Shelby introduced the Surprise Youth Council Members.

Braedan Aftanski, Paradise Honors

Emma Tran, Paradise Honors

2. City Manager sub-text

3. Reports

F. City Clerk Report

4. Reports

G. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

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

1. Consideration and action to approve the October 21st, 2025 City Council Work Session, Regular City Council Meeting, and Executive Session Minutes.
2. Consideration and Action on approving a Temporary Sewer Line Easement from Courtland Homes Inc., 172nd Avenue and north of Pinnacle Peak Road.
3. Consideration and action abandoning a varying width right-of-way for approximately 22,770 square feet of right of way comprised of Pinnacle Peak Road, between 173rd Avenue and 172nd Avenue; Resolution 2025-129.
4. Consideration and Action to dispose of a portion of public roadway (Dove Valley Road) within Section 15, Township 5 North Range 3 West generally located at 228th Drive and Dove Valley Road; Resolution #2025-38.
5. Consideration and action vacating the City interest in a highway easement of approximately 50,057 square feet of right of way comprised of 163rd Avenue and Happy Valley Road; Resolution 2025-90.
6. Consideration and Action vacating the City interest in 1.73 acres of right-of-way comprised of 175th Avenue north of Greenway Road; Resolution 2025-130.
7. Consideration and Action on accepting a Special Warranty Deed from Parcel B2 at Desert Oasis LLC, for parcel 503-73-171 along 163rd Avenue at Jomax Road.
8. Consideration and action pertaining to authorizing acceptance of a grant award from the Arizona Department of Public Safety to provide services to crime victims and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$130,700; Resolution #2025-128.
9. Consideration and action pertaining to the approval of the North Copper Canyon Village Parcel 2B.1 Alternative Assurance Agreement. City case number FS25-0193; Resolution #2025-126.
10. Consideration and action pertaining to the approval of the Visara Phase 2 Alternative Assurance Agreement. City case number FS24-0495; Resolution #2025-104.
6. REGULAR AGENDA ITEM - PUBLIC HEARING:
11. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 361764, requested by Camila Alarcon, for Head Right Brewing Company located at 14312 W Waddell Rd, Surprise, AZ 85379 for a new Series 12 Liquor License.

Motion: To Approve
Initiated By: Jack Hastings
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

12. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 358350, requested by Guillermo Vega Gomez, for El Rey De Los Ostones 2 located at 19194 W Gordon Way, Wittman, AZ 85361 for a new Series 12 Liquor License.

The Applicant came to present on this item.

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

13. Consideration and action pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code relating to noise and construction start times. Ordinance # 2025-17. Case FS25-0482.

Trever Fleetham, and Mindy Davis came to present this item. They talked about the Background, Summary of Changes for HB2447, Admin Approvals, City Code, Fees, Middle Housing, the Square Mileage, and Noise & Construction Start Times.

Mindy talked about Summary of Changes for SB1182, Housing Design Plans, Sober Living Homes, Neighborhood Outreach, Planning & Zoning Commission, Text Amendment Timeline, and Action.

Councilmember Melton, asked about the concrete pour times and if this was the only portion of the text changed? Mindy said it was and to align the noise and vibration standards. Councilmember Melton said he doesn't think this would be an issue.

Councilmember Greenberg, asked about who needs to have sprinklers? Trever said that the middle housing structures wouldn't be required to have them. Councilmember Greenberg asked if it was multifamily? Trever said it was.

Motion: To Approve
Initiated By: Patrick Duffy
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

14. Consideration and action pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code relating to middle housing. Ordinance # 2025-18. Case FS25-0481.

Motion: To Approve
Initiated By: Johnny Melton
Seconded By: Patrick Duffy

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

Vote Result: Passed

15. Consideration and action pertaining to a proposed Zoning Text Amendment (ZTA) to update the Surprise Municipal Code relating to administrative approvals. Ordinance # 2025-21. Case FS25-0479.

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

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

Vote Result: Passed

16. Consideration and action regarding a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to modify residential development standards. Case FS24-1275. Ordinance #2025-19.

Trever Fleetham, and Mindy Davis, came to present this item. They talked about the Background, Affected Codes, Summary of Changes, Neighborhood Outreach, and Recommendation.

Councilmember Greenberg, asked about casitas and the Grand CCRs and City requirements. Trever said that this doesn't address those types of dwellings and the text amendments would only address hard zones.

Councilmember Melton, asked about the setback requirements for R2? Trever said that some of them are clarifications, some are reductions. He talked about the proposal suggesting five feet for both sides. Melton asked if there was any feedback? Trever said there was none.

Mayor Sartor, asked if this was going to create more density? Trever said that it wouldn't and there are other areas in code that restrict density.

Councilmember Haney, asked if this was just to allow for variety? Trever said that it was. Councilmember Haney, asked if they were trying to adjust the type of products they bring into the market? Lloyd said it was trying to make the affordability. Councilmember Haney said the goal is to encourage ownership rather than renting.

Councilmember Duffy, asked what the two feet difference is stopping? Trever asked the applicant to present. Jeff Blilie came on behalf of the applicant and talked about the two feet difference. Councilmember Duffy wanted to clarify if this was adding more homes? Jeff said it wasn't. He further talked about making products that can be sold and not rented.

Vice-Mayor Hastings, talked about the cost of housing. He asked what would the best way to sum this up? Trever said that this is a refinement of the code to allow for greater variety of home

products in today's market that builders are wishing to build.

Motion: To Approve

Initiated By: Jack Hastings

Seconded By: Johnny Melton

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

No: None

Abstain: None

Vote Result: Passed

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

17. Presentation and discussion from Maricopa Association of Government (MAG) pertaining to the status of the Grand Avenue Corridor Study.

Intergovernment Relations Director, Jodi Tas, Introduced John Bullen, and Bradlee Williams from Maricopa Association of Government. They talked about the Study Area, Study Purpose, Background, Stakeholders, BNSF Considerations, Background Schedule, Public Open House, Key Findings, Growth, Existing Congestion, Demand for Loop 303 Interchanges, General Plan Road Network, Virtual Public Meeting, Recommendations, Access to Loop 303 from US 60.

Councilmember Melton, asked about the proposed changes at 163rd, he asked about westbound 60 heading to the 303? Bradlee, said that there would be elevated intersection with light that would work. John talked about the proposed road usage for the intersection.

Bradlee continued to talk about the Recommendations to Access Loop 303 Interchanges, Access Management Along US 60, Summary of Recommendations, and the Schedule.

Councilmember Judd, asked about the implementation schedule and if the plan would change between now and the final report? Bradlee said that he expects fine tuning. Councilmember Judd, said he would like to see immediate participation from the City to protect the plans presented.

Councilmember Melton, asked how many at grade crossings there are now? Bradlee said there are 3-4 depending on how you define them.

Councilmember Duffy, asked about step three and the major upgrades? He asked if they would still be stopping at a stoplight when getting off west on 60? Bradlee said that is right but the traffic would be lower. John talked about the general reduction of time and the impact it has.

Councilmember Duffy asked why they have to stop at all? Bradlee said it was very expensive. John talked about the volume of traffic coming from 163rd to the 303, he said that this would help separate the movements and that the concept works very well. Bradlee said that traffic would get through in one cycle. John talked about the right solutions for the area. Councilmember Duffy talked about the potential for the number of trucks that could stop at that stoplight from the upcoming industrial developments.

Councilmember Haney, talked about the partnership with MAG. He talked about the urgency for action. He asked about the purpose of the study and why they take so long? Bradlee said that it is a complicated problem, and that they had to get all the information to find the solution. He talked about the design process and the length involved. John thanked for all the effort from the City towards this issue. Councilmember Haney, asked about the change coming for this problem. He asked if it was typical for two years of design for projects? John said that two years is fairly standard, but that current efforts have likely shaved a year or two off the project due to efforts. Councilmember Haney asked how many cars would be removed from Grand Ave? Bradlee said it would take more than 10 thousand off the road. Councilmember Haney, asked about the 2050

timeline and the rate of growth and how it's being calculated? Bradlee said that they have a group that determines it. Councilmember Haney asked if it was based on lots? Bradlee said it was based on what every city is currently dealing with from the development community. John talked about the size in 2020 and the growth in the last 5 years. Councilmember Haney talked about the the timeline conflicting with the expected growth and asked what parameters could be placed to protect the proposals. He expressed his concerns about public safety within the region.

Mayor Sartor, talked about some of the roads that will have to be funded in the future.

18. Consideration and action pertaining to acceptance of Drainage Easement from Parcel B2 at Desert Oasis LLC. for roadway improvements along 163rd Avenue.

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

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Johnny Melton

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

Vote Result: Passed

19. Consideration and Action on accepting a Special Warranty Deed from Dakota Creek at Desert Oasis LLC. for parcel 503-73-170 along 163rd Avenue and Jomax Road.

Lloyd Abrams, came to present this item. He talked about the Vicinity Map, and Exhibit.

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

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

Vote Result: Passed

20. Consideration and action pertaining to acceptance of Drainage Easement from Dakota Creek at Desert Oasis LLC. for roadway improvements along 163rd Avenue and Jomax Road.

Lloyd Abrams, came to present this item. He talked about the Vicinity Map, and Exhibit.

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

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

Vote Result: Passed

21. Consideration and action pertaining to approval of an Employment Agreement with Andrea Davis, appointing her as City Manager effective on November 29, 2025, pursuant to Surprise Municipal Code Sec. 2-120.

Motion: To Enter Executive Session

Initiated By: Chris Judd

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

Council went into Executive Session at 7:53 PM

Meeting reconvened at 8:04 PM

Councilmember Judd talked about appointing Andrea.

Vice-Mayor Hastings, talked about Bob assembling a great team.

Mayor Sartor, talked about the selection process.

Motion: To Appoint Andrea Davis at City Manager

Initiated By: Chris Judd

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

Andrea Davis thanked council for their support.

K. Executive Session

8. Executive Session Items

22. Consideration and action to recess into executive session pursuant to A.R.S. § 38-431.03(A)(1) to discuss or consider Andrea Davis' employment/appointment options for the position of the City Manager.
23. *Consideration and action to recess into executive session pursuant to A.R.S. § 38-431.03(A)(1) to discuss succession planning options for the position of the City Manager and staffing for the office of the City Manager.

Motion: To Enter Executive Session

Initiated By: Chris Judd

Seconded By: Earle Greenberg

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

Greenberg
No: None
Abstain: None

Vote Result: Passed

Meeting went into executive session at 8:09 PM

Meeting reconvened at 8:28 PM

9. Executive Disclaimer - Part 1

10. Executive Disclaimer - Part 2

11. Executive Disclaimer - Part 3

I. Other Business and Future Agenda Items

Vice-Mayor Hastings, wanted to talk about councilmembers adding items within 24 hours.

Mayor Sartor, asked about the awards and recognition? Vice-Mayor Hastings, talked about previous examples and the honorary leaders task force.

H. Call To The Public

Roy Dunbar, a Surprise Resident, came to talk about opposition for Project Baccara.

J. City Council Reports

Councilmember Haney, talked about his upcoming community meeting.

Councilmember Greenberg had nothing.

Councilmember Duffy had nothing.

Councilmember Melton talked about the OTS movie night.

Vice-Mayor Hastings had nothing.

Councilmember Judd, talked about the upcoming Veterans Day Parade.

Mayor Sartor, talked about the shirts for the upcoming parade.

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 8:38 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, November 4, 2025.**

Kristi Passarelli, City Clerk



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

A. Call To Order

Mayor Sartor called the City Council Work Session of November 4th, 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. Proclamation and Community Acknowledgements

E. City Manager Report

1. City Manager sub-text

F. City Clerk Report

G. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion of city field usage.

Holly Osborn, and Kendra Pettis came to present this item. Holly talked about the Purpose, the Mission Statement, Rentable Field Inventory, Policy Framework, FY25 Field Usage Snapshot, Field Usage Calendar, Youth Sports Participants, Why Rentals are 16.9%, Peer Benchmarks NRPA 2025, What it means for Surprise.

Councilmember Judd, asked if it would have been better to turf some areas versus grassing the fields? Holly said that turf fields typically last 5-10 years. Councilmember Judd asked about the time spent on over-seeding and what would that do? Holly said that there would be challenges involved. Councilmember Judd talked about the national averages and the lack of facilities and park space.

Councilmember Duffy, asked how hot turf gets in the summer? Kendra said it was 107 -110 degrees. Councilmember Duffy asked if there's a trade off versus seeding? Kendra said that there would be multiple months when it wouldn't be usable. Councilmember Duffy said that they need more fields.

Councilmember Greenberg, said that it is typically 30-50 degrees hotter with turf.

Kendra went on to talk about the mission statement for her department, Rentable Field Inventory, Policy Framework, Field Usage Snapshot, Field Usage Calendar, Practice Fields, Sports, Entertainment, & Culture Attendees, Key Take Aways, Challenges, and Options for Council.

Councilmember Duffy, asked about the fields being lit being an issue. He then asked if Minor Leagues stay around longer? Kendra said that they are constantly having their facilities used.

Councilmember Judd, asked when maintenance works? Kendra said that they rotate their maintenance.

Councilmember Haney, asked what the issue would be if the city made fields and what would the challenges be? Holly said that it is a land component, cost, and priority issue. She said that funding is a big issue.

2. Presentation and Discussion Regarding the City of Surprise Parks & Recreation Strategic Plan

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

Vice-Mayor Hastings, asked if there was any talk of a masters pool program? Casey Peterson, said they are in the works of the fee structure in hopes of implementing one in the near future.

Councilmember Melton, asked about the improvements at Gaines Park? Holly said that they are doing the improvements alongside the community resource center being put in.

Councilmember Judd, asked about getting data for possible locations and maximizing the potential investments. He asked about having special interest classes. He also asked about incentives with developers to activate park spaces. Holly said that Lloyd and Erik have been a big part of their master plan process.

Councilmember Haney, asked if there has been any conversations with the private sector? Holly said that they have a meeting with potential private partnership coming up. He talked about the growth of the City and engagement that the City has.

Vice-Mayor Hastings, talked about the importance of public spaces and getting the most bang for the buck.

Mayor Sartor, asked what the developers are doing? and how they should invest in the City.

3. Presentation and discussion regarding the City of Surprise Sports, Entertainment & Culture Strategic Plan.

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

Councilmember Duffy, talked about the good job staff was doing and asked about the big 12 baseball championship? Kendra said that through the City's partnership with the Rangers they were able to bid on it.

Councilmember Melton, asked if the city has ever hosted a college championship? Kendra said that they have for tennis but not baseball.

Councilmember Judd, thanked staff for their work.

Councilmember Haney, talked about how the department has grown with the special events.

Mayor Sartor thanked staff for their work.

H. Other Business and Future Agenda Items

I. City Council Reports

J. Executive Session

1. Executive Session Items

2. Executive Disclaimer - Part 1

3. Executive Disclaimer - Part 2

4. Executive Disclaimer - Part 3

K. Adjournment

Motion: To Adjourn

Initiated By: Nick Haney

Seconded By: Jack Hastings

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

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 5:30 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, November 4, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 18, 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

Agenda Wording:

Consideration and action pertaining to the approval of Amendment No. 6 to the HOME Intergovernmental Agreement with Maricopa County, accepting grant funding for rental assistance, and amending the Fiscal Year 2026 budget by moving budget of \$207,700; Resolution #2025-133.

Motion:

I move to approve Resolution #2025-133.

Background:

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

The United States Department of Housing and Urban Development and Maricopa County Consortium has allocated \$207,649 to the City of Surprise for Tenant Based Rental Assistance to help low-income residents of Surprise.

This amendment extends the term of the agreement from September 30, 2026, to September 30, 2027. It also revises Section 1, General Provisions, to add the UYGHUR Forced Labor Prevention Act; Section 2, Special Provisions, to revise and replace Paragraph 15.2 and Paragraph 22; and Section 3, Statement of Work, by adding a new work statement for funded activities.

Objective Analysis:

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

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This one-time item will allow expenditures of up to \$207,649 in HOME Partnership grant funding. These expenditures will be reimbursed by Maricopa County. There is a 25% match requirement that has already been met through the city's support of the Heritage at Surprise project.

Budget Impact:

This action will result in the movement of budget authority from General Contingency to the Neighborhood Revitalization Fund in the amount of \$207,700. This action represents a movement of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-133
 2. Amendment No. 6
-

RESOLUTION # 2025-133

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR 2025 HOME PROGRAM FUNDS; ACCEPTING GRANT FUNDING FROM MARICOPA COUNTY VIA THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$207,700 FROM GENERAL CONTINGENCY TO THE NEIGHBORHOOD REVITALIZATION FUND.

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

WHEREAS, the United States Department of Housing and Urban Development and Maricopa County Consortium has allocated the City of Surprise \$207,649 of PY2025 HOME for Tenant Based Rental Assistance to help low income residents of Surprise;

WHEREAS, Amendment No. 6 to the IGA will increase the funding from \$1,167,595, to \$1,375,244, extend the term of the Agreement from September 30, 2026, to September 30, 2027, and revise Section 1, General Provisions, to add the Uyghur Forced Labor Prevention Act, Section 2, Special Provisions, to revise and replace Paragraph 15.2 and Paragraph 22, and Section 3, Statement of Work, by adding a new work statement for HOME funded activities;

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

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025;

WHEREAS, this action will necessitate a budget amendment;

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

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

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

Section 2. The Amendment No. 6 to the Intergovernmental Agreement between the City of Surprise and Maricopa County, attached as *Exhibit B* and incorporated by reference, is approved.

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

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 # 2025-133
Exhibit A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$207,700 from General Contingency to grants project G51568 in the Neighborhood Revitalization Fund to cover projected expenditures associated with the Tenant Based Rental Assistance Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/ Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51568 2025 HOME	E	-	207,700	207,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51568 2025 HOME	R	-	207,700	207,700
Contingency	General Operations	Contingency	E	83,407,500	(207,700)	83,199,800
Contingency	General Operations	Other	R	81,732,400	(207,700)	81,524,700
			Expense Total	83,407,500	-	83,407,500
			Revenue Total	81,732,400	-	81,732,400

RESOLUTION # 2025-133
Exhibit B

AMENDMENT NO. 6 TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY

**AMENDMENT NO. 6
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS HUMAN SERVICES
DEPARTMENT
AND
THE CITY OF SURPRISE**

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

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

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

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

The Parties fully executed Amendment No. 4 on or about June 21, 2024. The Amendment changed the point of contact for the Maricopa County Human Services Department. The expenditure timeframe for all work performed, or costs incurred or expended for the 2023 Work Statement was extended through September 30, 2025.

The Parties fully executed Amendment No.5 on or about October 1, 2024. The Amendment extended the term of the Agreement from September 30, 2025, through September 30, 2026. Provisions Required by Law was added to the Agreement. Funding was increased by \$195,685 in PY2024 HOME funds under ALN 14.239 for a new Agreement total of \$1,167,595. The Amendment added a 2024 TBRA Work Statement to provide TBRA to eligible individuals and families that reside in Surprise and other West Valley cities. The Expenditure timeframe is July 1, 2024, through September 30, 2026, for this Work Statement.

II. The Parties now agree to modify the Agreement through this Amendment No. 6 to address the following.

- A. Add the City of Surprise Unique Entity Identifier (CNDLLN6WTTE3) to Page 1 of the Agreement.
- B. Increase Agreement funding by \$207,649 in PY2025 HOME Investment Partnerships Program (HOME) funds awarded through the U.S. Department of Housing and Urban Development (HUD) under ALN 14.239 for Tenant Based Rental Assistance (TBRA), for a new Agreement total of \$1,375,244. Expenditures timeframe is July 1, 2025, through September 30, 2027.
- C. Revise Section 1 (General Provisions) to add the following to the Agreement:

57.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

- 57.1 The Parties mutually warrant and certify that they do not currently, and agree for the duration of this Agreement that they will not use:
 - 57.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 57.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 57.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 57.2 If either of the Parties become aware during the term of this Agreement that they are not in compliance with this paragraph, the Party(ies) shall notify the other within five business days after becoming aware of the noncompliance. Upon the failure of either Party to provide a written certification that the other Party has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

D. In Section 2 (Special Provisions), revise and replace the following:

1. Paragraph 15.2 (Subcontracts and Vendors):

- 15.2 The City shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included

in all project files. The City must remain current with their registration throughout the term of the Agreement per 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

- 2. Paragraph 22 (Violence Against Women Reauthorization Act of 2013)

22.0 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2022

The Subrecipient must comply with VAWA 2022, which applies to all consistently: domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. VAWA 2022 must be applied consistent with all nondiscrimination and fair housing requirements. The subrecipient must give a Notice of Occupancy Rights to tenants and applicants to ensure they are aware of their rights under VAWA, maintain an emergency transfer plan, and document incidents of domestic violence, dating violence, sexual assault, and stalking.

- E. Revise Section 3 (Statement of Work) to add a new Work Statement for HOME funded activities:

- 1. The 2025 TBRA Work Statement is attached and incorporated into the Agreement. The City shall provide TBRA to eligible individuals and families that reside in Surprise. Surprise TBRA vouchers may be used in other West Valley cities to include but not limited to El Mirage, Youngtown, Goodyear, and Sun City. Rental subsidies will be provided by Surprise to eligible households who are homeless, or at risk of becoming homeless. The County shall provide the City with HUD PY2025 HOME funds under ALN 14.239 in the amount of \$207,649.00 for this activity. Expenditures timeframe is July 1, 2025, through September 30, 2027.

- III. Section II above contains all the changes to the Agreement made by this Amendment No. 6. The Agreement is amended to incorporate the changes contained in this Amendment No. 6. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 6 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. 6 on their behalf, and it shall be effective upon approval and signature by both Parties.

[Signatures contained on the following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 6:

FOR THE CITY OF SURPRISE:

FOR MARICOPA COUNTY:

Kevin D. Sartor Date
Mayor

Thomas Galvin Date
Chairman, Board of Supervisors

Attestation:

Attestation:

Kristi Passarelli Date
City Clerk

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 6 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. 6 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:

Attorney for the City Date

Deputy County Attorney Date

**MARICOPA COUNTY
2025 TBRA Work Statement
HOME Investment Partnerships Program
Program Year 2025**

Consortium Member: City of Surprise, Arizona
Funding: \$207,649.00 (\$194,671.00 EN and \$12,978.00 AD)
Project: Tenant Based Rental Assistance (TBRA)
Type of Property: Rental

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) <small>(non-reimbursable, IDIS draw only)</small>	TOTAL BUDGET
PY 2025	\$194,671.00	\$12,978.00	\$0.00	\$207,649.00

2. DETAILED SCOPE OF WORK:

- 2.1 Tenant Based Rental Assistance within the City is certified a “High” priority in the Consolidated Plan. The City will contract with a Subcontractor to administer the Project.
- 2.2 Type of assistance/activity to be provided with HOME funds: Tenant Based Rental Assistance.
- 2.3 Methods and instruments used for ensuring affordability: The maximum amount of monthly assistance paid to, or on behalf of, a family may not exceed the difference between a rent standard for the bedroom size and 30% of the family’s monthly adjusted income. The subrecipient will annually determine that the family income continues to be low-income.
- 2.4 Surprise TBRA vouchers may be used in other West Valley cities to include but not limited to El Mirage, Youngtown, Goodyear, and Sun City.
- 2.5 Expenditures can cover eligible pre-award expenses after July 1, 2025 and the expenditure timeframe is through September 30, 2027.

3. OBJECTIVES AND OUTCOMES:

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	<input type="checkbox"/> Single Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	<input checked="" type="checkbox"/> Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	<input type="checkbox"/> Housing Activities in a targeted revitalization area

4. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
HOME funding	Provide rental subsidies to low-income households who are homeless or at risk of becoming homeless.	Low-income households will be provided access to affordable rental housing opportunities.	Low-income families will be provided a more stable living situation leading to self-sufficiency.	Stable neighborhoods; Access to affordable housing. Self-sufficiency.

5. PROPOSED HOME-ASSISTED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units
Households at or below 50%	15	15
Households at or below 60%		
Households at or below 80%		
TOTAL		

6. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population.

Priority Populations	No. of Units
Elderly	0
Physically Disabled	0
Other Priority Populations: Veterans	0

7. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Executed Agreement	11/19/25	11/19/25
TBRA CENST Environmental Review	Completed	Completed
Service Provider Agreement	12/1/25	12/1/25
Application intake – income certification	7/1/25	Ongoing
HQS Inspections	Ongoing	Ongoing
Unit occupied by LMI households	Ongoing	Ongoing
Unit Activity Set-up in IDIS	1/1/26	11/1/26
Activity Closeout	1/1/27	3/1/27

Any change to the timeline will need to be submitted to and approved by Maricopa County.

8. ACTIVITY BUDGET SUMMARY:

RENTAL COSTS	2025 HOME FUNDS	Additional Sources* (defined in Table 9 & 10)	TOTAL COST
Monthly Rent; Utility Costs; Security and Utility Deposits; Program Delivery expenses	\$194,671.00	\$0.00	\$194,671.00
Administration	\$12,978.00	\$13,230.00	\$26,208.00
TOTAL	\$207,649.00	\$13,230.00	\$220,879.00

9. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT
TBRA Subrecipient	\$13,230.00
PI	\$0.00
TOTAL	\$13,230.00

10. MATCH:

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s).

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	Subrecipient	\$13,230.00
Value of waived taxes, fees or charges associated with HOME projects	City Contribution	\$35,437.75
Value of donated land or real property		
Infrastructure improvements associated with HOME projects		
Value of donated materials, equipment, labor, and professional services or sweat equity		
TOTAL		\$48,667.75



**CITY OF SURPRISE
Regular City Council Meeting**

Council Meeting Date: November 18, 2025

Contact Person: Holly Osborn, DIRECTOR-
PARKS & REC

Submitting Department: Parks and Recreation

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the approval of a Fiscal Year 2026 budget amendment in the amount of \$120,000 to support planning, programming, and activities related to the City's Celebration of the United States 250th Anniversary and amending the Fiscal Year 2026 Contract Awarding Authority List; Resolution #2025-134.

Motion:

I move to approve Resolution #2024-73.

Background:

The Michael Phelps Foundation (MPF) offers grants to organizations to implement its Individual Medley (IM) program. The IM program provides water safety instruction, recreational aquatic activities, structured and organized swimming, and health, wellness, and goal-setting education to the community. The Parks and Recreation Department applied for the grant and has been awarded \$4,000 to offer this program to the community. The Department was awarded the same grant in Fiscal Year 2022 and Fiscal Year 2023.

Objective Analysis:

This grant will provide funding to offer the MPF IM program including free swim lessons in the community.

Policy Compliant:

This item is compliant with city policy.

Financial Impact:

This one-time grant includes \$4,000 for expenses related to offering the MPF IM program. The funds will be utilized for staff salaries who will be teaching the components of the program. There is no City match requirement.

Budget Impact:

This action requires a budget amendment to the Fiscal Year 2024 budget moving budget in the amount

of \$4,000 from General Contingency to the Grants Fund to Project #G54102. 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. 2025-134 250th Anniversary Resolution-Budget Amendment
 2. 250th Anniversary BA Presentation
-

RESOLUTION # 2025-134

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$120,000 FROM GENERAL CONTINGENCY TO PROJECT N18030 AND AMENDING THE FISCAL YEAR 2026 CONTRACT AWARDING AUTHORITY LIST BY ADDING \$120,000 TO CAAL #26280 TO SUPPORT PLANNING, PROGRAMMING, AND ACTIVITIES RELATED TO THE CITY'S CELEBRATION OF THE 250TH ANNIVERSARY OF THE UNITED STATES.

WHEREAS, the City of Surprise will join communities across the nation in commemorating the 250th Anniversary of the founding of the United States through a series of community events, arts initiatives, and legacy projects highlighting national and local heritage.

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

WHEREAS, this action will necessitate a budget amendment;

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-134
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$120,000 from General Contingency to Project N18030 to fund citywide planning, programming, and promotional activities for the United States 250th Anniversary Celebration, including community events, marketing, and commemorative projects led by multiple departments. 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
General Fund	General Operations	#N18030 United States 250th Anniversary	E	-	120,000	120,000
Contingency	General Operations	Contingency	E	82,587,500	(120,000)	82,467,500
Expense Total				82,587,500	-	82,587,500
Revenue Total				-	-	-

RESOLUTION # 2025-134
Exhibit B

1. Contract Awarding Authority List – Council approved \$120,000 for the implementation of the United States 250th Anniversary Celebration. This funding is based on projected event programming, marketing, and capital needs identified through departmental estimates for citywide 250th anniversary activities.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26280	N18030 - United States 250 th Anniversary	0.00	120,000	120,000



WELCOME

250th Celebration Budget Amendment



SURPRISE
ARIZONA

Purpose

Funding to support planning and programming efforts citywide in recognition of the United States 250th Anniversary. Events are scheduled all year long around Surprise.



Planned Activities and Programs

Description of Program / Activity

Department Lead

Citywide banners, branding, and promotional materials.

Communications and ED

Event Enhancements: Veterans Day Parade, Sparkling Surprise, and July 4th

Parks and Recreation

Arts initiatives and Spring Training promotional activities.

SEC

Total Request - \$120,000



Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 18, 2025

Contact Person: Kendra Pettis, DIR -
SPORTS/TOURISM

Submitting Department: Sports, Entertainment, and Culture
District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a facility use agreement with Dysart Unified School District for city use at the Vista Center for the Arts; Resolution #2025-63.

Motion:

I move to approve Resolution #2025-63

Background:

In 2024, the City Council approved Resolution No. 2024-32 authorizing a feasibility study to evaluate the potential for an expanded partnership between the City and the Dysart Unified School District to establish a presenting program at the Vista Center for the Arts. Following a review of the study's findings, both the City and the District expressed mutual interest in moving forward collaboratively. The parties have since agreed to develop a facility use agreement that would enable Dysart Unified School District to continue ownership and operation of the Vista Center for educational programming, while granting the City the opportunity to utilize the facility for a City-sponsored presenting program.

Objective Analysis:

The City seeks to enhance cultural and entertainment offerings for residents and visitors by establishing a presenting program that brings high-quality, touring live performances and cultural experiences to the community. The purpose of this agreement is to define the terms and conditions under which the City will utilize the Vista Center for the Arts to operate and manage this presenting program.

Policy Compliant:

This item is compliant with city policies.

Financial Impact:

The financial impact was already approved through the budget process, there is no additional impact at this time.

Budget Impact:

The budget for this program was approved through the budget process, there is no additional budget impact at this time.

FTE Impact:

The FTE impact was approved through the budget process, there is no additional FTE impact.

ATTACHMENTS:

1. Dysart USD VISTA FUA EXHIBITS
 2. Res 2025-63_Vista Facility Use Agreement_DUSD.fnl
-

VISTA CENTER FOR THE ARTS FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is entered into by and between the City of Surprise, an Arizona municipal corporation (the “City”), and Dysart Unified School District (the “District”). The City and the District may each be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. The District owns, manages, and operates the Vista Center for the Arts, generally located at 15660 North Parkview Place, Surprise, Arizona 85374 (the “Center”).
- B. The City desires to bring high-quality, touring, live entertainment and cultural experiences to the residents and visitors of Surprise through a “Presenting Program.” The Presenting Program refers to the process of the artistic curation of performing arts programs by purchasing professional entertainment and managing promotion, ticket sales, production execution, patron experience, and artist and agent coordination thereof.
- C. The District supports the City’s desire and agrees to permit the use of the facility to the City so that the City may have and operate a Presenting Program.
- D. In partnership with the District and in lieu of rental payments for use of the Center for the City’s Presenting Program, the City may, as mutually agreed upon with the District, make certain Capital Improvements to the Center that will ultimately support the City’s Presenting Program and the District’s general short and long-term operation of the Center.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and other good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. FACILITY INVESTMENTS; FUNDING

- 1.1. Capital Improvements as Consideration. In consideration for the City’s rental and use of the Center identified herein, the City will fund certain mutually agreed-upon capital improvements to the Center (generally referred to herein as a “Capital Improvement” or “Capital Improvements”; the term Capital Improvement(s) refers to either individually or both Mutual Capital Improvements and/or City Capital Improvements, as defined in this paragraph). The City shall be reimbursed through the District’s waiver of the City’s Rental Fee (as set forth in Section 2.3 below) for those Capital Improvements that, upon mutual agreement of the Parties, benefit both Parties, including the District’s independent and/or educational programs. (“Mutual Capital Improvements”). The City may also fund additional mutually agreed-upon Capital Improvements to the Center that while said improvements may not benefit the District’s independent and/or educational programs, said improvements will provide a benefit to the City’s Presenting Program (“City Capital Improvements”). These City Capital Improvements are not eligible for the waiver of Rental Fees.
- 1.2. Memorialization of Capital Improvements. Any Capital Improvements to the Center made under this Agreement shall be memorialized in a written document signed by all Parties hereto. The City will not make any Capital Improvements to the Center that are not first

reduced to writing and approved by both Parties. At a minimum, all written approvals authorizing a Capital Improvement to the Center shall include:

- A. Rent to be waived by the District for the City's Capital Improvement expenses;
- B. An inclusive list of all Capital Improvements made by the City up to, and including, the then-contemplated capital improvement, including all expenditures made by the Parties and the total waived Rent; and
- C. Identification of project management team and responsibilities. All Capital Improvements funded by the City must be managed by City staff in coordination with designated District staff.

Once agreed upon and signed by both Parties, all memorialized Capital Improvements are hereby incorporated into this Agreement by reference. The District shall send the City an invoice showing a rent waiver credit against capital expenditures for each day of the City's facility use period.

- 1.3. Construction Easement. The District is concurrently granting to the City and its contractors that are retained to construct the Capital Improvements a non-exclusive temporary construction easement to construct the Improvements as set forth in Exhibit B. The Parties shall execute a non-exclusive temporary construction easement as provided in Exhibit B for each set of Capital Improvements as agreed to by the Parties. The City shall repair all damage caused by the City or its contractors to improvements and land within the easement area and, with the exception of the location of the Improvements, shall restore the easement area to its original or better condition.
- 1.4. Transition of Capital Improvements to District Ownership. The Capital Improvements contemplated under this Agreement will become the property of the District once installed at the Center, and both parties have signed off on the completion of the Capital Improvements. The District shall be responsible for the repair, maintenance, and asset replacement of property purchased by the City under this agreement.
- 1.5. Compliance with City Procurement Code and State Law. The District understands, acknowledges, and accepts that any Capital Improvements paid for by the City, in whole or in part, shall be performed (whether completed by the City itself or through a subcontractor), managed (whether completed by the City itself or through a subcontractor), and procured in compliance with the City's then-current Procurement Code, as revised (currently codified within the Surprise Municipal Code, Sec. 2-335 through 2-362), and applicable State law (including, but not limited to, Ariz. Rev. Stat., Title 34 as it relates to public improvements of existing facilities). If the City's procurement process requires a panel to select contractor(s) for the Capital Improvements contemplated herein, then the District will be entitled to appoint one (1) representative to such panel. In such circumstance, the panel may then select a contractor using an applicable selection method under the Procurement Code and Title 34 (which may, but not necessarily, involve selecting a contractor from the City's then-current on-call contractor list).
- 1.6. Joint Management Advisory Board. All approvals contemplated under this section shall be made by the Joint Board defined in Section 4.3 of this agreement. At a minimum, the Joint Board shall:
 - A. Review and approve all Capital Improvement projects contemplated by the Parties; and

- B. Review and approve all project manager, designer, preconstruction, construction, equipment purchases and other contractor selections (each where applicable) and other related decisions, except as otherwise required by the City's Procurement Code or State law.
- 1.7. Recouping Costs for Termination. In the event this Agreement is terminated by the District for any reason and (A) the City has made, or has purchased the goods, supplies, equipment, and/or services needed to make, Capital Improvements to the Center, and (B) such Capital Improvements have not been repaid by the District via waiver of rental fees as described herein, then the District shall pay the City, in cash, a refund of such costs related to the Capital Improvements that have been purchased to date. Otherwise, for those Capital Improvements for which goods, supplies, equipment, and/or services have been purchased by the City but not yet installed at the Center, the District shall refund the City, in cash, one hundred percent (100%) of the cost to the City including any fees or penalties resulting to the City for the purchase and return / non-use of the goods, supplies, equipment, and/or services.
- 1.8. Joint Reporting and Oversight.
- A. The Parties shall maintain and make available all financial records associated with the use, maintenance, repair, and improvement of the Center. All such records shall be kept and maintained in compliance with all applicable laws and regulations, including, but not limited to, the State record retention schedules adopted by the Arizona Secretary of State.
 - B. Each Party shall have the right, at its sole cost and expense, to audit costs associated with Center use and documentation of such costs by notifying the other Party of its intent to audit within thirty (30) days of receipt the annual determination of costs, benefits, and contributions. Any such audit may be conducted by: (a) the requesting Party, or (b) an accounting firm of the requesting Party's choosing, and such auditor shall have reasonable access to the Party's audited books and records related to this Agreement. The auditor shall also have reasonable access to meet with the audited Party's personnel. To the extent that any such audit reveals an error in the calculation of reported costs from the use of the Center in an amount greater than five percent (5%), the requesting Party will be promptly and without set-off reimbursed its reasonable costs and expenses of such audit by the audited Party. Any disputes regarding costs associated with Center use or the audit, if not resolved by the Parties within thirty (30) days, will be submitted to an independent, third-party auditor to be mutually agreed by the Parties, acting reasonably in good faith.

2. RENTAL CONDITIONS

- 2.1. Dysart Programming. Apart from any rental, licensing, or other third-party use or the City's use of the Center, Dysart uses the Center for its own programming, such as classroom instruction, school-related theater productions, and school-related musical performances ("Dysart Programming"). Dysart is solely responsible for booking and managing all Dysart Programming and will retain all revenue from such Dysart Programming. This Facility Use Agreement is wholly separate and distinct from Dysart Programming.
- 2.2. Third Party Rentals. Dysart routinely rents the Center, or portions thereof, to third parties, wholly separate and distinct from this Facility Use Agreement and the City's use of the Center hereunder ("Third Party Rentals"). Dysart is solely responsible for booking and

managing all Dysart Programming and Third-Party Rentals and will retain all revenue from such Third-Party Rentals.

- 2.3. City Rental Rate. The District will rent the Center to the City, as a total, all-inclusive amount for the use of the Center, for six thousand eight hundred thirty dollars (\$6,830.00) per day, for each day the City actually uses the Center ("Rent"). The Rent includes, but is not limited to:
 - A. The entire Center as shown in Exhibit A including but not limited to all front of house and back of house areas of performance spaces, lobbies, green room, box office, classrooms, common areas, restrooms, hallways, parking lots, and District approved storage spaces. Classrooms will require prior written approval by the District for use during rental period.
 - B. Utilities, staffing (including overtime), production equipment, cleaning, custodial services, maintenance, and any other fee assessed against the City for the actual use of the Center.
- 2.4. Rental Waiver. The City's Rent may be waived in accordance with Section 1.1 above, and the terms, conditions, intent, and purpose of this Agreement. Should the standard cost for facility rental for the City's use of the Center exceed the costs of the Capital Improvements, the District may begin to charge the City standard facility use fees.
- 2.5. Income. The City shall have the right to make and retain all income, including all admission charges, parking fees, tickets sales, facility fees, concession sales, and other income earned during the City's Facility Use Period at or related to the City's use of the Center.
- 2.6. Condition. Upon each City Facility Use Period, the District shall provide the Center to the City and hereby warrants that the Center is in safe and good working order for the purposes contemplated under this Agreement. The District shall prepare the Center for the City's use prior to each City Facility Use Period, including, but not limited to, having the stage cleared of all equipment and other property and identifying and removing from the Center all third-party property not available for City use.
- 2.7. Return in Good Condition. Except as otherwise described herein, the City shall return the Center to the District in the same condition as when the City began a particular City Facility Use Period (for example, a weekend beginning on Friday at 3pm through Sunday), excluding ordinary wear and tear and general custodial and/or cleaning services.
- 2.8. Property Damage. Each Party shall be responsible for all costs to repair any property damage caused by that Party and/or their permittees and representatives. The District shall provide the City with written notice and evidence of such damage within thirty (30) days after the damage is identified or reasonably should have been identified.
- 2.9. Storage. The District will provide the City with dedicated and secured space at the Center for the City to store equipment essential for operation of the Presenting Program for the duration of this agreement's term.
- 2.10. Security & Network Access. The City shall have the ability to install or operate security measures at the Center at the City's expense that may include, but is not limited to, connection to the City network, security cameras and badge access to District approved areas of the Center.

- 2.11. Sponsorships. The City may obtain and promote sponsors for its Presenting Program and retain all revenue and benefits thereof. Both Parties will use reasonable efforts to keep each other informed as to what sponsorships each Party is pursuing, collectively or independently, for the Center. Neither party may accept any sponsorship that imposes any obligations or limitations on the other Party, unless the Party seeking the sponsorship has received written approval from the other Party.
- 2.12. Selection of Artistic Programming. The City is solely responsible for selection, acceptance, and/or rejection of artistic programming presented or on display under this Agreement, including, without limitation, all content of the Presenting Program. The District will take no role and assume no responsibility for the selection, acceptance, and/or rejection of artistic programming hereunder.
- 2.13. Concessions. The City is permitted to serve and sell concessions, foods, beverages and alcohol products within the Center during the City Rental Period. The City shall obtain any and all permits, licenses, and other authorizations necessary for the operation of such concession counter(s) and bar(s). The City shall also obtain a liquor license if it serves or sells alcohol. All alcohol must be brought in during the City Rental Period and removed immediately following.

3. FACILITY RESERVATION AND BOOKINGS

- 3.1. Annual Calendar of Dates. The District shall provide the City with a list with twenty-five (25) weekends (Friday starting at 3pm through Sunday at midnight) available for booking the following Fiscal Year no later than July 1 of the current Fiscal year. For example, by July 1, 2025 the District will provide the City with twenty-five (25) weekends for the period July 1, 2026 through June 30, 2027.
 - A. Until June 30, 2027, the District will provide the City with twenty-five (25) weekends defined as Fridays starting at 3pm through Saturday at midnight.
- 3.2. Distribution of Weekends. The District shall ensure that a minimum of one (1) weekend per calendar month is included in the twenty-five (25) weekends provided, excluding weekends that coincide with Nationally recognized holidays.
- 3.3. Release and Commitment of Dates. The City shall confirm or release each reserved weekend no later than nine (9) months in advance of the scheduled date. If the City does not release a weekend by this deadline, the City shall be deemed to have confirmed the date and will remain financially responsible for payment of the associated Rental Fee(s), regardless of whether the City utilizes the facility.
- 3.4. Modification of Process. The District and the City may, at any time, mutually agree in writing to modify the booking and reservation process set forth in this section.

4. STAFFING & MANAGEMENT

- 4.1. Presenting Program Staffing
The City shall provide staffing required for their Presenting Program including:
 - A. Front of House Personnel; Security. The City shall provide all front of house personnel for any Presenting Programs during the City Use Period, including, but not limited to, event security personnel, box office personnel, ushers, house manager, and ticket takers.
 - B. Back of House/Production Personnel. The City shall provide all back of house or production personnel required for any Presenting Programs during the City

Use Period, including, but not limited to, stagehands, sound system operators, and spotlight operators.

4.2. Theater Manager

- A. The District shall provide a dedicated, full-time “Theatre Manager” who shall be responsible for overall venue management, including, but not limited to, booking and space reservations in accordance with the terms, conditions, and provisions of this License Agreement, ensuring that all production equipment, theatrical performance systems, and facility equipment are properly maintained and operational, and the Center is in condition of operational standards of a professional performing arts center.
- B. The Theatre Manager is solely an employee of the District and the District shall be responsible for employment benefits thereto, such as salary, fringe benefits, worker’s compensation obligations, etc.
- C. The Theatre Manager will be available on site for all City rentals from the start of the rental period until its conclusion to ensure proper facility operations and support.
- D. Only District appointed personnel may unlock, lock, and provide access to the Center.

4.3. Joint Management Advisory Board

- A. Establishing the Joint Board. The Parties hereby establish a “Joint Management Advisory Board” (or “Joint Board”) for the mutual use of the Center under this Agreement.
- B. Composition. The Joint Board shall be comprised of one (1) member appointed by each Party, which shall not include any City Councilmembers nor District Board members. The City’s Joint Board member shall be referred to as the “City Representative,” and the District’s Joint Board member shall be referred to as the “District Representative.”
- C. Purpose.
 - i. The Joint Board is responsible for: (A) overseeing the Center under the Agreement terms; and (B) making decisions amongst the Parties where expressly permitted by this Agreement.
 - ii. The Joint Board’s duties include, but are not limited to: (A) review recommendations for operating policy changes; (B) calendar booking oversight and conflict mitigation; (C) sponsorship oversight and conflict mitigation; and (D) making recommendations and financing options for major Center renovations, modifications, technical issues (such as equipment purchases), and parking modifications, which shall be any renovation or modification in excess of fifty thousand dollars (\$50,000.00).
- D. Disagreements.
 - i. The Joint Board shall resolve any disagreements between the Parties related to the purposes stated in this section. The Parties’ representatives shall use their best efforts to resolve any such disagreements.
 - ii. For any disagreement not resolved by the City Representative and the District Representative, such disagreement will be escalated to the City

Manager and District Superintendent for resolution. If no resolution is made between the City Manager and District Superintendent, then the Parties may submit the disagreement to a neutral third-party mediator for further determination. All fees for a third-party mediator will be equally shared by both parties.

5. INDEMNIFICATION; INSURANCE

- 5.1 Both Parties agree to procure and maintain throughout the duration of this Facility Use Agreement such policies of general, professional liability and other insurance as shall be necessary to insure the Party, its employees, agents, invitees, students and contractors against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by either Party, its employees, agents and contractors pursuant to this Agreement.
- 5.2 Each Party to this Facility Use Agreement shall indemnify the other, its officers, directors, employees and representatives, against any and all liability, costs, damages, claims or demands including reasonable legal fees and expenses arising out of the negligent or willful act of the indemnifying Party, its agents or employees regarding duties and responsibilities pursuant to this agreement.

6. MISCELLANEOUS

- 6.1. Term. This Agreement shall be effective from the date this Agreement is executed by all Parties hereto ("Effective Date") and shall continue until June 30, 2031, unless terminated earlier as expressly provided hereunder. This Agreement shall automatically renew for an additional five (5) year term unless either Party provides at least eighteen (18) months' notice prior to the end of the then-current term.
- 6.2. Amendments. This Agreement may only be modified upon the written approval of all Parties.
- 6.3. External Agreements. The Parties are parties to existing intergovernmental agreements and other contracts by and between each other, including, but not limited to, an *Intergovernmental Agreement for the Operation of Schools as Community Centers*. Such existing agreements between the Parties shall remain in full force and effect and shall not be replaced by this Agreement. No other agreements between the Parties shall have any bearing upon or otherwise affect the validity of this Agreement and the use of the Center by the City for the City's Presenting Program.
- 6.4. Non-Compete. Throughout the entirety of this Agreement, the District shall not create its own Presenting Program, as defined in Recital 2 of this agreement.
- 6.5. Non-Assignment. Neither Party may assign or sublicense this Agreement, or any of its interest therein, to any other individual or entity, except as authorized by the non-assigning or non-sublicensing Party in writing. Any authorized assignee or sublicensee shall be bound to the terms of this Agreement.
- 6.6. No Interest. This Agreement only creates an exclusive, non-revocable license to use the Center. This Agreement does not create a leasehold estate, a lease, an easement, or any other real property interest in the Center. At the time of executing this Agreement, the City has no real property interest in the Center or other District property.

- 6.7. Use of Other Property. In the event the District permits any third-party to maintain said third-party's personal property at or in the Center, the District shall be responsible for the separation and segregation of such third party's personal property. In the event that separation or segregation is not possible, the District shall identify and notify the City of any third-party personal property that may not otherwise be used by the City pursuant to this License Agreement. Subject to said identification, notification, separation, and/or segregation, all third-party personal or real property found in, on, at, or around the Center during a City Use Period shall be available for the City's use. The City shall not be liable for, and the District shall indemnify, defend, and hold harmless the City, for and against any claims or other issues arising from, or related to, the use of any third-party property by the City or its contractors.
- 6.8. Compliance with Laws. Each Party must at all times during the performance of its duties under this Agreement ensure that it and any person for whom that Party is responsible remains in compliance with all rules, regulations, ordinances, statutes, or laws affecting the Agreement, including existing and future: (i) City and County ordinances and regulations, (ii) state and federal laws, and (iii) Occupational Safety and Health Administration standards.
- 6.9. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
- 6.10. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona without giving effect to the principles of conflict of laws. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in a court in Maricopa County, Arizona.
- 6.11. Notice. Any notice or other communication required or permitted to be given under this Agreement must be in writing. Notices will be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or (iv) delivered by facsimile transmission to the number set forth below or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this section.

If to the City:

City of Surprise
 Attn: Director, Sports, Entertainment
 and Culture Department
 16000 N. Civic Center Plaza
 Surprise, AZ 85374

With copy to:

Surprise City Attorney's Office
 16000 N. Civic Center Plaza
 Surprise, AZ 85374

legalemail@surpriseaz.gov

If to the District:

Dysart Unified School District
 Superintendent
 15802 N. Parkview Place
 Surprise, AZ 85374

With copy to:

Gust Rosenfeld, PLC
 One E. Washington, Suite 1600
 Phoenix, AZ 85004

Notices are deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party will mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 6.12. Force Majeure. Except for payment for sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure notifies the other party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Agreement.
- 6.13. Public Records. The Parties are subject to laws requiring open public records, including, but not limited to, Ariz. Rev. Stat. Title 39. Each Party understands and acknowledges that disclosure of some or all of the items subject to this Agreement may be required by law.
- 6.14. Waiver. No failure by the Parties to insist upon the strict performance of any term or condition of this Agreement or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, nor the respective rights of the Parties with respect to any other then existing or subsequent breach.
- 6.15. Relationship. This Agreement shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between the Parties.
- 6.16. Attorneys' Fees. Each Party hereto shall bear its own costs, expenses, and attorneys' fees in connection with the performance of this Agreement and/or any breach or default thereof.
- 6.17. Conflicting Terms. In the event of a conflict between this Agreements and any Exhibits attached hereto, the terms of this Agreement will govern. No external terms or conditions shall apply to the City's use of the Center, except as expressly stated in this Agreement.

- 6.18. Recitals. All of the recitals set forth above are incorporated by this reference and are made a part of this Agreement as if fully set forth herein.
- 6.19. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
- 6.20. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding will not affect any other provision of this Agreement which shall remain in effect without the invalid provision.
- 6.21. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to its subject matter. All previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this Agreement.
- 6.22. Binding Nature. This Agreement shall be binding on the successor, permitted assigns, heirs, executors, and administrators of the Parties hereto.

7. BREACH; TERMINATION

- 7.1. Breach and Cure. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement shall constitute a breach. Upon written notice from the nonbreaching Party specifying the nature of the breach and the manner in which it may be satisfactorily cured, the breaching Party shall have thirty (30) days to cure. If the nature of the breach reasonably requires more than thirty (30) days to cure, the breaching Party must commence corrective action within the initial thirty (30) days and diligently proceed to completion. If the breach is not cured within the applicable time period, the non-breaching Party may pursue remedies including specific performance or termination of this Agreement. Neither Party shall be responsible for monetary damages unless expressly stated in this Agreement. Where an ordinance or statute requires a cure period longer than thirty (30) days, the statutory period shall apply.
- 7.2. Fund Appropriation Contingency. The District understands that the continuation of this Agreement is subject to the annual appropriation of funds by the City Council. The appropriation of funds by the City Council cannot be guaranteed. In the event the City Council does not appropriate funds necessary to fund this License Agreement in any future year, either Party may terminate this Agreement without liability, penalty, or any further obligations to the other Party.
- 7.3. Conflicts of Interest. This Agreement is subject to the provisions of Ariz. Rev. Stat. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement subject.

7.4. Termination. This Agreement is for the convenience of the Parties and may be terminated by either the City or the District at any time, with or without cause, upon written notice to the other Party. Termination shall be effective immediately upon receipt of such notice, unless a later date is specified in the notice. Such termination shall be without penalty or further obligations to either Party, except for obligations that expressly survive termination under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date this Agreement is fully executed by all Parties.

THE CITY
City of Surprise

THE DISTRICT
Dysart Unified School District No. 89

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

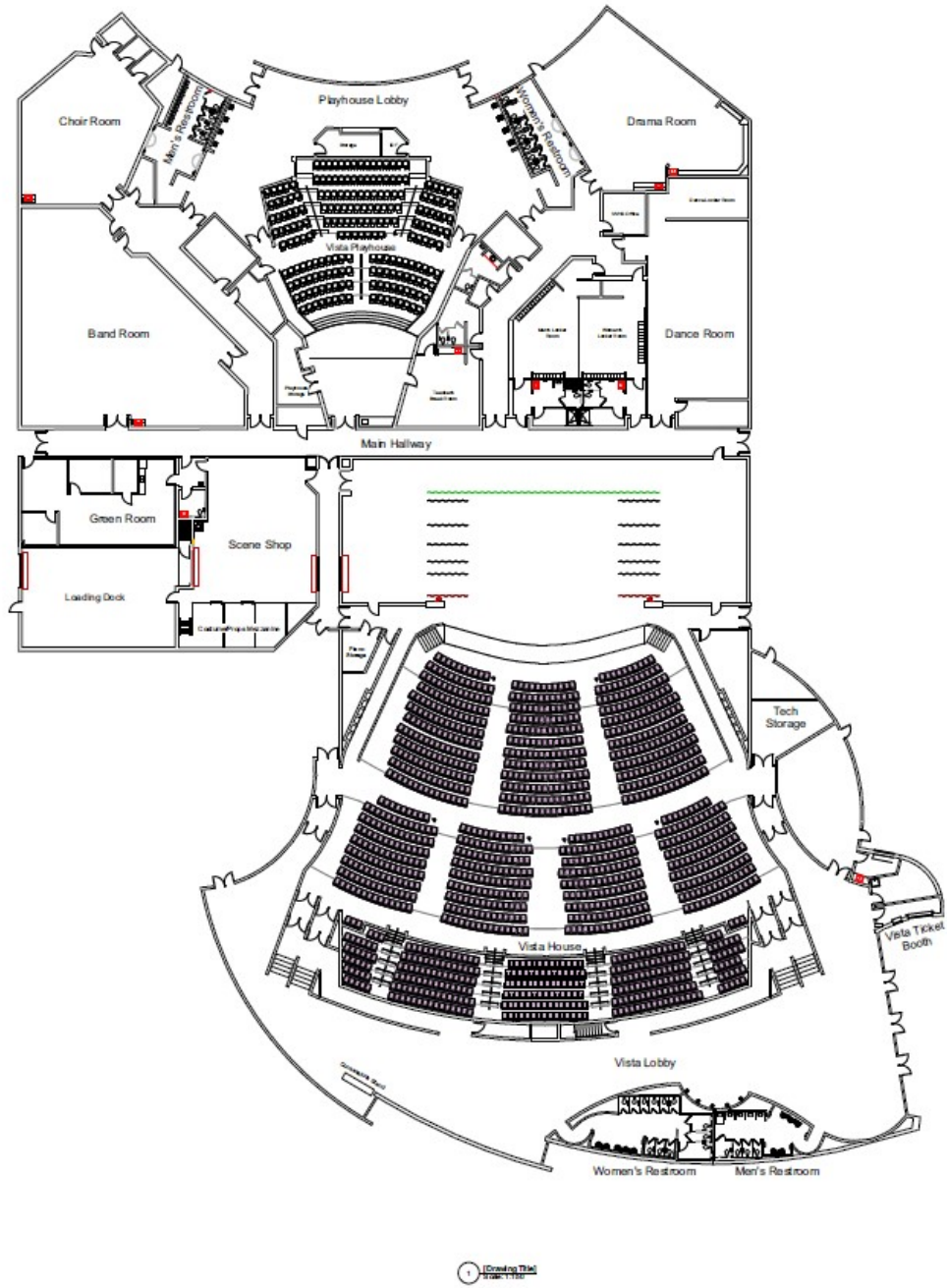
APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney's Office

By: _____
Gust Rosenfeld, P.L.C.

EXHIBIT A



RESOLUTION # 2025-63

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FACILITY USE AGREEMENT WITH DYSART UNIFIED SCHOOL DISTRICT FOR THE USE OF THE VISTA CENTER FOR THE ARTS FOR A CITY-SPONSORED PRESENTING PROGRAM.

WHEREAS, the City of Surprise is authorized to enter into agreements to lease facilities pursuant to Ariz. Rev. Stat § 9-240 and to spend public monies in connection with economic development activities pursuant to Ariz. Rev. Stat § 9-500.11;

WHEREAS, the City seeks to enhance the City’s residents’ and visitors’ ability to enjoy arts, culture, and entertainment within Surprise;

WHEREAS, Dysart Unified School District (“Dysart”) owns the Vista Center for the Arts (“Vista”), a performing arts center with available seating for up to 1300 guests;

WHEREAS, Dysart uses the Vista for typical educational programs, but otherwise does not have a presenting program;

WHEREAS, the City desires to use the Vista to create a presenting program that would enhance cultural and entertainment offerings for residents and visitors by bringing high-quality, touring, live performances, and arts and cultural experiences to Surprise;

WHEREAS, Dysart desires to partner with the City in an effort to enhance the Vista and expand the City’s use of the Vista;

WHEREAS, in 2024, the City Council approved Resolution #2024-32 authorizing a study to evaluate the potential for a City-sponsored presenting program at the Vista;

WHEREAS, Dysart and the City now seek to document their mutual agreement to improve the Vista while expanding the City’s use thereof;

WHEREAS, in exchange for the City installing mutually agreed-upon capital investments into the Vista to enhance the City’s presenting program as well as Dysart’s educational programs, Dysart shall reimburse the City through the waiver of the District’s rental fees;

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

Section 1. The Facilities Use Agreement attached as Exhibit A is approved.

Section 2. The Mayor or his designee is authorized to execute all documents and take all steps necessary to effectuate 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