



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

Tuesday, December 16, 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.

1.	Internal	Employee Dependent Scholarship Awards	Joesette Frausto Human Resources
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F. City Clerk Report

2.	Citywide	City of Surprise 65th Birthday	Kristi Passarelli City Clerk
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G. Regular City Council Meeting Agenda

CONSENT AGENDA:

3.	Internal	Consideration and action to approve the December 2nd, 2025 Regular City Council Meeting Minutes	Kristi Passarelli City Clerk
4.	Citywide	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2025 budget by moving budget authority in order to close out Fiscal Year 2025; Resolution #2025-137.	Sandy Simmons Finance
5.	Citywide	Consideration and action to approve an amendment to the Fiscal Year 2026 budget moving budget authority within grant and capital projects to/from contingency or between projects and amending the FY2026 Contract Awarding Authority List; Resolution #2025-138.	Sandy Simmons Finance
6.	Citywide	Consideration and action pertaining to approval of a Fiscal Agent Grant Agreement and acceptance of a grant from the Ak-Chin Indian Community for the benefit of A Mighty Change of Heart and approval of a Fiscal Year 2026 budget amendment by moving budget in the amount of \$20,000; Resolution 2025-97.	Seth Dyson Human Svcs and Comm Vitality
7.	Citywide	Consideration and action pertaining to the renewal and acceptance of the agreement with the U.S. Department of Justice Drug Enforcement Administration for overtime	Evan Becher Police

expenses and approval of a fiscal year 2026 budget amendment moving budget in the amount of \$44,400; Resolution 2025-135; RFLS 10361.

REGULAR AGENDA ITEM - PUBLIC HEARING:

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|----|------------|--|---------------------------------|
| 8. | District 1 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 365730, requested by Maria Danielle Burgess, for Circle K Store #9626 located at 16256 W Jomax Rd, Surprise, AZ 85387 for a new Series 09 Liquor License. | Kristi Passarelli
City Clerk |
|----|------------|--|---------------------------------|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|------------|---|--|
| 9. | Citywide | Presentation and discussion regarding the City Court's Department Strategic Plan. | Judge Dominguez
City Court |
| 10. | Citywide | Consideration and action pertaining to approval of the 2026 Legislative Agenda. | Jodi Tas
City Manager Office |
| 11. | District 1 | Consideration and action pertaining to approval of the Surprise 120 Development Agreement; Resolution #2025-136 | Lloyd Abrams
Community
Development |
| 12. | Citywide | Presentation and discussion pertaining to the FY2026 Financial Status Report through September 2025. | Sandy Simmons
Finance |

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, December 11th, 2025 @ 10:00 AM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR CLERK@SURPRISEAZ.GOV, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 16, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 16, 2025
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

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

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 16, 2025

Contact Person: Joesette Frausto, DIRECTOR -
HUMAN RESOURCES

Submitting Department: Human Resources

District: Internal

Staff Recommendations:

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Employee Dependent Scholarship Awards

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. FY26.Employee.Dependent.Scholarship.Presentation.Council

2025

Employee Dependent Scholarship

**Presented by: Joesette Frausto, Director of Human Resources
December 16, 2025**



SURPRISE
ARIZONA

Purpose and History

- Began in 1999
- Awarded over \$70,000
- Supported 33 employees and their families



Eligibility



- Open to dependents of regular-status employees
- Dependent must be age 25 or younger
- Submission of a 500-word essay describing academic goals is required



SURPRISE
ARIZONA

First Place Winner:

Ema Hudson



- Graduate of: Canyon View High School
- Attends: Grand Canyon University
- Studies: Nursing
- Career Aspirations: Labor and Delivery Nurse

Second Place Winner:



Claire Avalos

- Graduate of: Highland Prep High School
- Attends: George Washington University
- Studies: Political Science with a Minor in Law and Society
- Career Aspirations: Civil Rights Attorney as legal counsel for a member of Congress to write and advise on litigation

Third Place Winner:



Finn Bush

- Graduate of: Canyon View High School
- Attends: New Mexico State University
- Studies: Rangeland Science
- Career Aspirations: Rangeland Management Specialist with the US Forest Service

Thank You and Congratulations

An aerial photograph of a university campus, featuring various academic buildings, a large central courtyard, and surrounding greenery. In the background, a range of mountains is visible under a clear sky. The image is overlaid with a semi-transparent purple gradient.

Congratulations

Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 16, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

City of Surprise 65th Birthday

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 16, 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 December 2nd, 2025 Regular City Council Meeting Minutes

Motion:

I move to approve the December 2nd, 2025 Regular City Council Meeting Minutes

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 120225 Regular Meeting Minutes DRAFT
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CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, December 2, 2025 @ 6:00 PM
COUNCIL CHAMBERS
Agenda Amended on 11/26/25*

A. Call To Order

Mayor Sartor called the Regular Council Meeting of December 2nd, 2025 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Bonnie Clark led in the Invocation.

B. Roll Call

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

C. Pledge of Allegiance

Mayor Sartor led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

2. City Manager sub-text

3. Reports

City Manager, Andrea Davis, presented Shelby Fenwick. Shelby introduced the Youth Council Members

Kate Donick, Paradise Honors

Kenzie Mize, Paradise Honors

F. City Clerk Report

4. Reports

City Clerk, Kristi Passarelli presented Councilmember Haney to talk about the two committee members.

1. Consideration and action to appoint Gloria Bianco-Dailey to the Audit Committee for term expiration on June 30, 2027.

Motion: To Approve

Initiated By: Nick Haney

Seconded By: Chris Judd

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

No: None

Abstain: None

Vote Result: Passed

2. Consideration and action to appoint Kimberly Hale to the Parks & Recreation Advisory Commission for term expiration June 30, 2029.

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

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

Vote Result: Passed

G. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

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

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

Vote Result: Passed

3. Consideration and action to approve the November 18th, 2025 City Council CFD Retreat, and Regular City Council Meeting Minutes

4. Consideration and action declaring to enlarge an existing street lighting improvement district known as CITY OF SURPRISE, ARIZONA, SU-AUSTIN RANCH EAST LIGHTING IMPROVEMENT DISTRICT (the "District") pursuant to A.R.S. § 48-616 for the purpose of purchasing energy for the lighting of the public streets and parks within the District; Resolution #2025-127.

5. Consideration and Action on accepting a Quit Claim Deed from LIV Surprise Owner, LLC for parcels 501-08-008A and 501-08-008C along Peoria Avenue at Cotton Lane.

6. REGULAR AGENDA ITEM - PUBLIC HEARING:

6. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 365408, requested by Rodrigo Arturo Jimenez, for Tacos Chilango located at 14420 W Elm St, Surprise, AZ 85374 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
No: None
Abstain: None

Vote Result: Passed

7. *Consideration and action pertaining to the adoption of the 2024 International Codes and the 2023 National Electrical Code, including local amendments.

Mindy Davis, Keith Tanner, & Carl Montgomery from Community Development came to present this item. They talked about the 2024 I-Code Adoption, Process Updates, Public Outreach, Resident Feedback, Stakeholder Feedback, and the Recommendation.

James Ashley, from the Home Builders Association of Arizona, came to talk about the building codes.

Mayor Sartor thanked staff for their work on this item.

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

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

Vote Result: Passed

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

H. Call To The Public

I. Other Business and Future Agenda Items

J. City Council Reports

Councilmember Haney, talked about his community meetings.

Councilmember Duffy, talked about his upcoming meet and greet.

Vice-Mayor Hastings, congratulated Andrea for being the new City Manager. He also talked about upcoming events.

Councilmember Judd, talked about his community meeting. He talked about going to the NLC conference in Utah.

Mayor Sartor, congratulated Andrea as well. He talked about going to the Sci-Tech Festival. He talked about the upcoming tree lighting festival.

K. Executive Session

8. Executive Session Items

9. Executive Disclaimer - Part 1

10. Executive Disclaimer - Part 2

11. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn

Initiated By: Nick Haney

Seconded By: Jack Hastings

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

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 6:27 PM

Kevin D. Sartor, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, December 2, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 16, 2025
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2025 budget by moving budget authority in order to close out Fiscal Year 2025; Resolution #2025-137.

Motion:

I move to approve Resolution #2025-137.

Background:

As part of closing fiscal year 2025 and in preparation for the annual audit, adjustments occur which may cause expenditures to exceed budget. Expenditure budgets and actuals are reviewed during closeout to ensure that the City is in compliance with budget amendment policies. Specifically, fund, capital improvement plan (CIP) projects, grants, and departments within each fund cannot have actual expenditures exceeding budget amounts. When this does occur, approval of the Mayor and Council is necessary to increase the budgeted amounts. Inter-fund cash transfers and loans are also presented to Council at year-end as required by financial policies. They do not represent an outflow of funds from the City, but rather a reallocation of funds within the City. As such, they are not subject to state expenditure limitation rules and are not part of the adopted expenditure limitation budget. Cash transfers are used to fund vehicle replacement, general capital, account for indirect costs, franchise fees, and in-lieu property tax payments for City provided utilities, debt service payments to the debt fund and close out inactive funds. Inter-fund loans are used to account for instances where one fund loans money to another.

Objective Analysis:

City Council adopted the annual budget by department in each fund and by project in capital funds per the Comprehensive Financial Management Policies effective July 1, 2025. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the City Council for approval. This action accomplishes that aim and ensures that each of those categories do not have actual expenditures that exceed the budget. Inter-fund cash transfers and loans are not subject to the City's Budget Amendment Policies and Procedures, but rather are approved by the City Council based on the requirements of the Comprehensive Financial Management Policies. This approval does not change the amount of the FY2025 adopted budget.

Policy Compliant:

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

Financial Impact:

This action has no direct financial impact; the approval of the change in revenues and expenditures is one-time and necessary to complete the FY2025 Annual Comprehensive Financial Report (ACFR) and related audit.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-137
-

RESOLUTION # 2025-137

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2025 BUDGET BY REALLOCATING BUDGET AUTHORITY BETWEEN PROJECTS AND FUNDS TO CLOSE OUT THE FISCAL YEAR, AND AUTHORIZING INTER-FUND CASH TRANSFERS AND LOANS.

WHEREAS, in the course of preparing the FY2025 Annual Comprehensive Financial Report (“ACFR”), various budgetary adjustments were necessary to ensure compliance with state law. These required adjustments will allow the City to close out the 2025 fiscal year’s budgetary accounts and proceed with the annual independent audit. The total appropriations adopted by the FY2025 Adopted Budget will not be impacted by these adjustments;

WHEREAS, FY2025 inter-fund cash transfers and loans are necessary to comply with adopted City ordinances, resolutions, policies and Generally Accepted Accounting Principles (GAAP);

WHEREAS, the FY2025 budget was adopted by Council Resolution #2024-94 on June 4, 2024;

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

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

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

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

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

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, approving inter-fund cash transfers and loans for the City of Surprise, Arizona for the fiscal year July 1, 2024 through June 30, 2025.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2025-137

Exhibit A

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

1. Appropriation – General Fund

This budget amendment will align the FY2025 expense budget with FY2025 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Police	Personnel	E	44,913,200	550,600	45,463,800
Contingency	General Operations	Contingency	E	79,572,300	(550,600)	79,021,700
Expense Total				124,485,500	-	124,485,500

2. Appropriation – SPD DEA (Drug Enforcement Administration)

This budget amendment will align the FY2025 expense budget with FY2025 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
SPD DEA	Police	Capital	E	-	178,700	178,700
SPD RICO	Police	Supplies	E	1,030,800	(178,700)	852,100
Expense Total				1,030,800	-	1,030,800

3. Appropriation – Spring Training Ticket Surcharge

This budget amendment will align the FY2025 expense budget with FY2025 actual expenditures. The fund received FY2025 revenue to offset additional expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Spring Trng Ticket Surcharge	Sports, Entertainment, and Culture	Supplies	E	103,700	73,700	177,400
Contingency	General Operations	Contingency	E	79,021,700	(73,700)	78,948,000
Expense Total				79,125,400	-	79,125,400

4. Appropriation – Transportation Improvement

The Fund had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Transportation Improvement	General Operations	Services	E	134,900	100	135,000
Transportation Improvement	Transportation	Services	E	2,825,600	(100)	2,825,500
Expense Total				2,960,500	-	2,960,500

5. Appropriation – G.O. Bond Debt Service

This budget amendment will align the FY2025 expense budget with FY2025 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
G.O. Bond Debt Service	General Operations	Services	E	-	257,700	257,700
Contingency	General Operations	Contingency	E	78,948,000	(257,700)	78,690,300
Expense Total				78,948,000	-	78,948,000

6. Appropriation – Water Operations

The Fund had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Operations	Information Technology	Personnel	E	39,400	1,100	40,500
Water Operations	Finance	Personnel	E	1,582,100	(1,100)	1,581,000
Expense Total				1,621,500	-	1,621,500

7. Appropriation – Sewer Operations

The Fund had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Operations	Information Technology	Personnel	E	47,800	1,000	48,800
Sewer Operations	Finance	Personnel	E	830,700	(1,000)	829,700
Expense Total				878,500	-	878,500

8. Appropriation – Solid Waste Operations

The Fund had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Solid Waste Operations	Information Technology	Personnel	E	20,000	500	20,500
Solid Waste Operations	Finance	Personnel	E	349,000	(500)	348,500
Expense Total				369,000	-	369,000

9. Appropriation – Stormwater Operations

The Fund had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Stormwater Operations	Information Technology	Personnel	E	4,800	100	4,900
Stormwater Operations	Finance	Personnel	E	83,000	(100)	82,900
Expense Total				87,800	-	87,800

10. Appropriation – Sewer Loan 2023

This budget amendment will align the FY2025 expense budget with FY2025 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Loan 2023	General Operations	Capital	E	-	917,000	917,000
Contingency	General Operations	Contingency	E	78,690,300	(917,000)	77,773,300
Expense Total				78,690,300	-	78,690,300

11. Project Ledger Appropriation – N53020 Library Assistance Program

The project requires a budget amendment to align the FY2025 revenue and expense budgets with FY2025 actual revenue and expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Library	#N53020 Library Assistance Program (LAP) – Intergovernmental	R	-	121,700	121,700
Contingency	General Operations	Other	R	75,758,300	(121,700)	75,636,600
General Fund	Library	#N53020 Library Assistance Program (LAP) - Supplies	E	-	121,700	121,700
Contingency	General Operations	Contingency	E	77,773,300	(121,700)	77,651,600
Revenue Total				75,758,300	-	75,758,300
Expense Total				77,773,300	-	77,773,300

12. Project Ledger Appropriation – G51250 FY25 Read On AZ SRELC Grant

The project requires a budget amendment to align the FY2025 expense budget with FY2025 actual expenditures. This reflects the amount of book credits received from the Grantor in FY2025.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Services and Community Vitality	#G51250 FY25 Read On AZ SRELC Grant - Supplies	E	-	2,200	2,200
Contingency	General Operations	Contingency	E	77,651,600	(2,200)	77,649,400
Expense Total				77,651,600	-	77,651,600

13. Project Ledger Appropriation – G51566 2023 Home

The project requires a budget amendment to align the FY2025 expense budget with FY2025 actual expenditures. The project has availability to cover a portion of the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Neighborhood Revitalization	Human Services and Community Vitality	#G51566 2023 Home - Personnel	E	3,700	100	3,800
Contingency	General Operations	Contingency	E	77,649,400	(100)	77,649,300
Expense Total				77,653,100	-	77,653,100

14. Project Ledger Appropriation – G51680 CDBG

The project requires a budget amendment to align the FY2025 revenue budget with FY2025 actual revenues.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Neighborhood Revitalization	Human Services and Community Vitality	#G51680 CDBG - Intergovernmental	R	1,019,700	61,000	1,080,700
Contingency	General Operations	Other	R	75,636,600	(61,000)	75,575,600
Revenue Total				76,656,300	-	76,656,300

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

The applicable Funds had available authority to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Marketing & Communications	#G71030 FY24 WIFA Water Conservation Grant - Personnel	E	-	1,300	1,300
General Fund	Marketing & Communications	Personnel	E	1,365,200	(1,300)	1,363,900
Water Operations	Water Resource Management	#G71030 FY24 WIFA Water Conservation Grant - Personnel	E	-	17,500	17,500
Water Operations	Water Resource Management	Personnel	E	3,739,900	(17,500)	3,722,400
Water Operations	Water Resource Management	#G71030 FY24 WIFA Water Conservation Grant – Supplies	E	-	3,000	3,000
Water Operations	Water Resource Management	Supplies	E	761,100	(3,000)	758,100
Water Operations	Water Resource Management	#G71030 FY24 WIFA Water Conservation Grant – Services	E	-	7,400	7,400
Water Operations	Water Resource Management	Services	E	7,776,900	(7,400)	7,769,500
Expense Total				13,643,100	-	13,643,100

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

The project requires a budget amendment to align the FY2025 revenue budget with FY2025 actual revenues.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Wtr Sys SPA 2 Dev Fee	Water Resource Management	#P71390 Rancho Mercado Well No. 2 - Other	R	-	222,500	222,500
Contingency	General Operations	Other	R	75,575,600	(222,500)	75,353,100
Revenue Total				75,575,600	-	75,575,600

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

The project requires a budget amendment to align the FY2025 revenue budget with FY2025 actual revenues.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer SPA 2 Dev Fee	Water Resource Management	#P71610 SPA 2 WRF Expansion – 4 MGD - Other	R	-	348,200	348,200
Contingency	General Operations	Other	R	75,353,100	(348,200)	75,004,900
Revenue Total				75,353,100	-	75,353,100

18. Appropriation – Street Light Improvement Districts (SLIDS)

Twenty-seven SLIDS require a budget amendment to align the expense budget with FY2025 actual expenditures. Increases were due to expansion of SLIDs, newly illuminated SLID's, or higher costs than anticipated. As property valuations are assessed, property taxes will be collected to recover expenses for each SLID.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
SLID-Coyote Lake No95	General Operations	Services	E	33,900	700	34,600
SLID-Mountain Vista Ranch 2	General Operations	Services	E	10,900	300	11,200
SLID-Prasada Gateway	General Operations	Services	E	3,300	200	3,500
SLID-Surprise Medical Plaza	General Operations	Services	E	3,900	1,200	5,100
SLID-Surprise Valley Station	General Operations	Services	E	2,100	600	2,700
SLID-Westgate No122 11-62	General Operations	Services	E	800	400	1,200
SLID-Marley Park Ph 4 #140	General Operations	Services	E	47,800	2,700	50,500
Zanjero Trail PerryvillePeoria	General Operations	Services	E	29,100	100	29,200
SLID-Desert Oasis L13B	General Operations	Services	E	10,300	900	11,200
SLID-Desert Oasis L10 Sanverno	General Operations	Services	E	4,000	300	4,300
SLID-Hilton Garden Inn	General Operations	Services	E	2,000	1,100	3,100
Austin Ranch W Pcl 6 #143	General Operations	Services	E	6,300	14,600	20,900
SLID-Rancho Mercado N. #181	General Operations	Services	E	39,000	1,500	40,500

SLID-Desert Oasis- Cortana	General Operations	Services	E	10,700	500	11,200
SLID-Fulth Hm @ Escalante #154	General Operations	Services	E	19,200	16,000	35,200
SLID-Prasada Parkway	General Operations	Services	E	3,300	300	3,600
SLID-Desert Cove#184 (Comm Pk)	General Operations	Services	E	1,000	400	1,400
ASANTE 4.5 PCL1 SLID	General Operations	Services	E	7,400	900	8,300
SLID-Paradise Honors 195	General Operations	Services	E	3,300	12,500	15,800
SLID-Cotton and Sweetwater 189	General Operations	Services	E	1,300	2,600	3,900
SLID-Rancho Mercado South 182	General Operations	Services	E	8,000	11,700	19,700
SLID-Heritage Farm	General Operations	Services	E	2,800	200	3,000
SLID-Rio Rancho Estates 179	General Operations	Services	E	6,400	17,900	24,300
SLID-Sunrise Ranch 191	General Operations	Services	E	-	13,500	13,500
SLID-Tierra Verde East 185	General Operations	Services	E	-	16,600	16,600
SLID-Cotton and Cactus 193	General Operations	Services	E	-	7,200	7,200
SLID-PrasadaSwtWater210	General Operations	Services	E	-	1,000	1,000
Contingency	General Operations	Contingency	E	77,649,300	(125,900)	77,523,400
Expense Total				77,906,100	-	77,906,100

19. Contingency Summary – Increases and decreases in contingency are referenced in multiple tables above. The total adjustments for FY2025 are as follows:

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	79,572,300	(2,048,900)	77,523,400
Contingency	General Operations	Other	R	75,758,300	(753,400)	75,004,900

RESOLUTION # 2025-137**Exhibit B****City of Surprise, Arizona****Schedule of Budget Changes of Inter-Fund Transfers and Loans
Fiscal Year 2025**

Transfers from General Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	-	506
Stadium Debt 2015 Fund	Debt Service Payment	629,200	618,932
Public Safety Pension Fund	Funding For Public Safety Personnel Retirement System	2,000,000	2,093,536
Net Premium Seating Fund	Covers \$150,000 annual capital stadium improvements less previous year's net premium seating revenue	127,300	121,794
Sports and Tourism Fund	Funding for lost spring training revenue	3,984,900	3,185,901
General Capital Projects Fund	Funding for Capital Projects	1,050,000	32,088,000
Asset Replacement Funds	Funding for Asset Replacements	21,541,100	21,541,100
Total Transfers from General Fund		29,332,500	59,649,770

Transfers from SPD RICO to:	Description	Revised Budget	Actual Amount
SPD DEA Fund	Federal funds transfer	-	178,639
Total Transfers from SPD RICO Fund		-	178,639

Transfers from Spring Training Ticket Surcharge Fund to:	Description	Revised Budget	Actual Amount
General Fund	Ticket Surcharge over \$600K	-	25,589
Total Transfers from Spring Training Ticket Surcharge Fund		-	25,589

Transfers from Tourism Fund to:	Description	Revised Budget	Actual Amount
Stadium Debt 2015 Fund	Debt Service Payment	958,400	963,670
Total Transfers from Tourism Fund		958,400	963,670

Transfers from Transportation Improvement Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts Fund	Funding for Art Projects	251,700	251,700
Total Transfers from Transportation Improvement Fund		251,700	251,700

Transfers from Highway User Revenue Fund to:	Description	Revised Budget	Actual Amount
Highway User Revenue Capital Fund	Consolidation of Operating and Capital Funds	-	910,829
Total Transfers from Highway User Revenue Fund		-	910,829

Transfers from General Capital Projects Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts Fund	Funding for Art Projects	1,060,300	1,060,300
Total Transfers from General Capital Projects Fund		1,060,300	1,060,300

Transfers from Water Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	3,777,700	3,857,722
Water Utility Capital Fund	Funding for Capital Projects	7,398,400	8,198,400
Total Transfers from Water Operations Fund		11,176,100	12,056,122

Transfers from Sewer Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	2,857,700	2,925,051
Sewer Capital	Funding for Capital Projects	15,426,000	9,726,000
Water Capital	Transfer of Effluent Credits	-	1,303,582
Sewer Loan 2023	Sewer Debt Payment	-	4,009,453
Total Transfers from Sewer Operations Fund		18,283,700	17,964,087

Transfers from Solid Waste Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	2,522,200	2,520,209
Solid Waste Capital Fund	Funding for Capital Projects	-	2,700,000
Total Transfers from Solid Waste Operations Fund		2,522,200	5,220,209

Transfers from Stormwater Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation & PILOT	319,900	319,867
Stormwater Capital Fund	Funding for Capital Projects	1,029,100	1,949,100
Total Transfers from Stormwater Operations Fund		1,349,000	2,268,967

Transfers SPD DEA Fund to:	Description	Revised Budget	Actual Amount
Grants Fund	Federal funds transfer	-	18,093
Total Transfers from SPD DEA Fund		-	18,093

Transfers from Sewer SPA 1 Development Fee Fund to:	Description	Revised Budget	Actual Amount
Refund Sewer Debt Service 2015	Debt Service Payment (Paid in full)	-	19,212
Sr. Util. Refund Oblig Ser 2018	Debt Service Payment	2,150,300	2,147,250
Total Transfers from Sewer SPA 1 Development Fee Fund		2,150,300	2,166,462

Total Transfers for FY2025 67,084,200 102,734,436



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 16, 2025
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

Consideration and action to approve an amendment to the Fiscal Year 2026 budget moving budget authority within grant and capital projects to/from contingency or between projects and amending the FY2026 Contract Awarding Authority List; Resolution #2025-138.

Motion:

I move to approve Resolution #2025-138.

Background:

As part of preparing the FY2026 budget, FY2025 estimates as of a specific point in time are used to determine carryforward amounts in the capital and grant project accounts. Following the close of fiscal year 2025, final project expenses for FY2025 are determined and the actual carryforward amount to FY2026 may need to be adjusted (most projects will reflect a decrease, however, there are a few projects that require an increase) with a budget amendment(s). The result of the budget amendment(s) are capital and grant projects that reflect the actual amount available to spend within the projects.

Objective Analysis:

Surprise City Council adopts the annual budget by department in each fund and by project in capital funds per the Comprehensive Financial Management Policies effective July 1, 2025. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the City Council for approval. This approval does not change the amount of the FY2026 adopted budget, it right-sizes the project budget authority based on actual amounts spent versus estimates and anticipated revenues. As a result of the budget amendment adjustments, the FY2026 Contract Awarding Authority List is being adjusted in accordance with the amendment.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

This action reallocates spending authority in multiple funds without increasing or decreasing the total budget for FY2026.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-138 CF Adjustment_FINAL
-

RESOLUTION # 2025-138

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY BETWEEN VARIOUS PROJECTS AND FUNDS FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY AND AMENDING THE FISCAL YEAR 2026 CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, in preparing the FY2026 budget, there were specific budgeted items in various funds and departments with amounts dependent on FY2025 expenditure estimates;

WHEREAS, FY2025 expenditure activity has been completed with actual amounts varying from the estimates used when preparing the FY2026 budget;

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

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

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

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

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

Section 1. That the statements and schedules attached as *Exhibits A and B* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 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 # 2025-138

Exhibit A

The FY2026 Annual Budget is amended by moving budget authority among projects and funds to ensure the continued operations of the City of Surprise and the payment of necessary expenditures. These allocations represent a transfer of spending authority and do not increase or decrease the total adopted citywide expenditure budget.

1. Capital Project Carry Forward – To adjust budget authority for items previously approved by Council which require adjustment from what was originally estimated during the FY2026 budget process due to expenditure activity in the prior Fiscal Year.

Fund	Department	Project/Category	Rev / Exp	Original Budget	Increase/ (Decrease)	Amended Budget
Communications Asset Repl	Marketing and Communications	#A10010 Asset Repl_Communications	E	399,000	(6,400)	392,600
IT Asset Replacement	Information Technology	#A17010 Asset Repl_Information Technology	E	3,195,200	(299,000)	2,896,200
Vehicle Replacement	Fire - Medical	#A34130 Asset Repl_Ladder Truck CS4027	E	12,900	(400)	12,500
Vehicle Replacement	Fire - Medical	#A34140 Asset Repl_Fire-Medical Vehicles	E	4,500,400	(74,900)	4,425,500
Municipal Court Enhancement	City Court	#A37010 Asset Repl_City Court	E	148,000	(51,600)	96,400
General Capital Projects Fund	City Court	#A37010 Asset Repl_City Court	E	148,700	(36,900)	111,800
HSCV Asset Replacement	Human Svcs and Comm Vitality	#A51010 Asset Repl_Human Svcs & Comm Vit	E	56,500	(6,200)	50,300
Parks & Recreation Asset Repl	Parks and Recreation	#A54010 Asset Repl_Parks & Recreation	E	3,602,600	(751,400)	2,851,200
Sports and Tourism Asset Repl	Sports, Entertainment, and Cul	#A59020 Asset Repl_Sports and Tourism	E	7,509,400	(408,400)	7,101,000
Facilities Asset Replacement	Public Works	#A61030 Asset Repl_Facilities	E	8,156,100	(1,785,800)	6,370,300
Vehicle Replacement	Public Works	#A61070 Asset Repl_Vehicle and Equipment	E	6,830,600	(994,400)	5,836,200
Water Utility Capital	Public Works	#A61070 Asset Repl_Vehicle and Equipment	E	485,200	(56,100)	429,100
Solid Waste Capital	Public Works	#A61070 Asset Repl_Vehicle and Equipment	E	3,073,000	(181,600)	2,891,400
Highway User Revenue	Transportation	#A65010 Asset Repl_Pavement Preservation	E	16,456,200	(4,018,600)	12,437,600

Fund	Department	Project/Category	Rev / Exp	Original Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	Transportation	#A65020 Asset Repl_ Traffic Engr Signals	E	1,279,800	(253,200)	1,026,600
Water Utility Capital	Water Resource Management	#A71010 Asset Repl_ Water	E	2,402,100	(346,600)	2,055,500
Sewer Utility Capital	Water Resource Management	#A71020 Asset Repl_ Wastewater	E	6,891,800	(1,517,300)	5,374,500
General Capital Projects Fund	Water Resource Management	#A71381 Asset Repl_ Backflow Asset Mgmt	E	202,000	(11,600)	190,400
Water Utility Capital	Water Resource Management	#A71382 Asset Repl_ SCADA Asset Management	E	725,300	(101,100)	624,200
Sewer Utility Capital	Water Resource Management	#A71382 Asset Repl_ SCADA Asset Management	E	550,800	(92,100)	458,700
General Fund	Finance	#N15030 Revenue Division Tech Enhancements	E	167,200	(3,700)	163,500
General Capital Projects Fund	Information Technology	#N17060 IT Security Compliance Software	E	50,400	(49,900)	500
General Fund	Economic Development	#N41020 City Center Civic Maintenance	E	227,700	(12,600)	215,100
General Fund	Community Development	#N42020 General Plan Update	E	214,800	(12,500)	202,300
General Fund	Human Svcs and Comm Vitality	#N51010 Workforce Development Services	E	93,700	(13,100)	80,600
General Fund	Human Svcs and Comm Vitality	#N51030 Excluded Program Funds	E	25,100	(8,500)	16,600
General Fund	Library	#N53010 Library Startup	E	36,600	(35,200)	1,400
Tourism	Sports, Entertainment, and Cul	#N59040 Tourism Feasibility Study	E	18,200	(4,400)	13,800
Tourism	Sports, Entertainment, and Cul	#N59080 USTA_ Tourism Fund	R	-	15,000	15,000
Tourism	Sports, Entertainment, and Cul	#N59090 Flying E Ranch_ Tourism Fund	R	-	11,300	11,300
Tourism	Sports, Entertainment, and Cul	#N59100 OOTP Signature Events Tourism Fund	E	1,500,000	(5,000)	1,495,000
General Fund	Public Works	#N61751 New Citywide Vehicle Purchases	E	2,233,900	(106,700)	2,127,200
Transportation Improvement	Public Works	#N61751 New Citywide Vehicle Purchases	E	395,000	(5,600)	389,400
Police Dev Fee	Public Works	#N61751 New Citywide Vehicle Purchases	E	50,400	(47,400)	3,000
General Capital Projects Fund	Public Works	#N61751 New Citywide Vehicle Purchases	E	397,100	(82,000)	315,100

Fund	Department	Project/Category	Rev / Exp	Original Budget	Increase/ (Decrease)	Amended Budget
Water Operations	Public Works	#N61751 New Citywide Vehicle Purchases	E	872,000	(127,600)	744,400
Sewer Operations	Public Works	#N61751 New Citywide Vehicle Purchases	E	558,700	(35,800)	522,900
Solid Waste Operations	Public Works	#N61751 New Citywide Vehicle Purchases	E	868,600	(199,000)	669,600
General Capital Projects Fund	Finance	#P15020 City Hall Expansion Furnishings	E	1,463,500	(700)	1,462,800
General Capital Projects Fund	Information Technology	#P17110 HR/Payroll Software	E	8,953,800	(15,900)	8,937,900
General Capital Projects Fund	Information Technology	#P17120 Police CAD and RMS Software	E	216,000	(216,000)	-
Police Dev Fee	Police	#P31070 Police Substation #1	E	7,641,500	(1,225,200)	6,416,300
GO Bond Series 2024	Police	#P31070 Police Substation #1	E	15,200,000	(2,900)	15,197,100
General Capital Projects Fund	Police	#P31140 CID Office Space Renovation	E	216,900	(50,900)	166,000
Fire/EMS Dev Fee 2020	Fire - Medical	#P34150 Fire Station #9	E	1,531,900	(167,200)	1,364,700
Fire/EMS Dev Fee 2020	Fire - Medical	#P34160 Water Tender	E	63,900	(8,300)	55,600
Fire/EMS Dev Fee 2020	Fire - Medical	#P34170 Ambulance #7-M308	E	22,400	(4,500)	17,900
General Capital Projects Fund	Fire - Medical	#P34180 Ambulance #8	E	460,500	(67,500)	393,000
GO Bond Series 2024	Fire - Medical	#P34200 Land-FS#10 & Regional Training Acad	E	45,200	(7,100)	38,100
General Capital Projects Fund	Fire - Medical	#P34290 FS305 Remodel	E	2,047,900	(600)	2,047,300
Smart & Safe Fire-Medical	Fire - Medical	#P34330 Ambulance #9	E	460,500	(67,500)	393,000
General Capital Projects Fund	Fire - Medical	#P34340 Public Safety Master Plan Update	E	323,100	(38,000)	285,100
General Capital Projects Fund	Fire - Medical	#P34350 FS303 Remodel	E	27,400	(10,200)	17,200
General Capital Projects Fund	Economic Development	#P41030 ED Marketing & Feasibility Studies	E	179,400	(25,000)	154,400
General Capital Projects Fund	Economic Development	#P41100 AZTC 2.0	E	357,100	(4,400)	352,700
General Capital Projects Fund	Parks and Recreation	#P54160 Community Park Improvements	E	322,800	(289,000)	33,800
General Capital Projects Fund	Parks and Recreation	#P54180 Holiday Light Display	E	157,600	(2,700)	154,900
General Capital Projects Fund	Parks and Recreation	#P54190 Community Pool	E	3,248,100	(1,704,400)	1,543,700
Parks/Rec Dev Fee 2020	Parks and Recreation	#P54240 New Park - Perryville & Cactus	E	744,900	(497,900)	247,000

Fund	Department	Project/Category	Rev / Exp	Original Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	Sports, Entertainment, and Cul	#P59030D Surprise Stadium Repair/Renovation	E	13,314,100	(284,300)	13,029,800
General Capital Projects Fund	Economic Development	#P61350 Shared Recreational Facilities	E	1,500,000	(500,000)	1,000,000
General Capital Projects Fund	Transportation	#P61380 Cactus Rd (Litchfield-RR Track)	E	3,740,900	(1,664,200)	2,076,700
Transportation Improvement	Transportation	#P61660 Cactus Rd (Cotton-Reems)	E	11,190,700	(4,412,500)	6,778,200
Stormwater Capital	Transportation	#P65050 Bell and Grand Drainage	E	215,500	(119,300)	96,200
General Capital Projects Fund	Transportation	#P65060 Elm Lane (Civic Center-Bullard)	E	5,835,600	(1,050,400)	4,785,200
General Capital Projects Fund	Transportation	#P65100 Cactus Rd (Perryville Road-175th)	E	987,500	(36,700)	950,800
General Capital Projects Fund	Transportation	#P65120 Happy Valley Rd (163rd-Rncho Mrcdo)	E	3,362,400	(164,200)	3,198,200
General Capital Projects Fund	Transportation	#P65280 Cactus/Perryville Intersection	E	1,582,200	(964,800)	617,400
General Capital Projects Fund	Transportation	#P65370 Waddell Road Fiber Optic Connection	E	-	68,400	68,400
General Capital Projects Fund	Transportation	#P65380 Transportation Master Plan	E	1,000,000	(125,300)	874,700
General Capital Projects Fund	Transportation	#P65390 163rd Ave Roadway Improvements	E	5,919,500	(3,362,500)	2,557,000
GO Bond Series 2024	Transportation	#P65390 163rd Ave Roadway Improvements	E	22,352,000	(293,600)	22,058,400
Transportation Improvement	Transportation	#P65400 Traffic Signals	E	150,700	(65,400)	85,300
General Capital Projects Fund	Transportation	#P65400 Traffic Signals	E	6,805,400	(661,800)	6,143,600
Transportation Improvement	Transportation	#P65410D Jomax Road Extension	E	1,750,000	(228,900)	1,521,100
Sewer Utility Capital	Water Resource Management	#P71111 Solar Biosolids Dryer Phase II	E	258,900	(136,700)	122,200
Sewer Utility Capital	Water Resource Management	#P71190 SPA1 Recharge Expansion	E	3,213,500	(70,200)	3,143,300
Water Utility Capital	Water Resource Management	#P71260 Circle City Water Acquisition	E	288,700	(33,500)	255,200
Wtr Sys SPA 2 Dev Fee	Water Resource Management	#P71390 Rancho Mercado Well No. 2	E	2,355,400	(443,900)	1,911,500
Water Utility Capital	Water Resource Management	#P71420 SPA1 Wtr System Optimization	E	1,988,900	(128,100)	1,860,800
Water Utility Capital	Water Resource Management	#P71430 SRP Cost Share Agreement	E	250,000	(100,000)	150,000
Sewer Loan 2023	General Operations	#P71490 Plant Capacity Increase/Enhancement	R	17,939,600	(1,264,700)	16,674,900

Fund	Department	Project/Category	Rev / Exp	Original Budget	Increase/ (Decrease)	Amended Budget
Sewer Loan 2023	Water Resource Management	#P71490 Plant Capacity Increase/Enhancement	E	16,672,400	(5,555,600)	11,116,800
Water Utility Capital	Water Resource Management	#P71500 Wtr & WWtr SCADA Integrate/Enhance	E	1,179,600	(18,300)	1,161,300
Sewer Utility Capital	Water Resource Management	#P71500 Wtr & WWtr SCADA Integrate/Enhance	E	735,000	(153,800)	581,200
Water Utility Capital	Water Resource Management	#P71530 Circle City Enhancements	E	1,081,400	(3,400)	1,078,000
Water Utility Capital	Water Resource Management	#P71720 Lead and Copper Service Line Invent	E	130,200	(13,000)	117,200
Sewer Utility Capital	Water Resource Management	#P71780 2025 Water Infrastructure Master PI	E	265,400	(19,400)	246,000
Municipal Art Fund	Sports, Entertainment, and Cul	#R51020 Art_Stadium	E	214,500	(154,700)	59,800
Municipal Art Fund	Sports, Entertainment, and Cul	#R53030 Art_Community Pool	E	5,000	(5,000)	-
Municipal Art Fund	Sports, Entertainment, and Cul	#R53070 Art_FY25 Traffic Cabinets - Cactus	E	22,900	(4,500)	18,400
Contingency	General Operations	Other	R	79,361,100	1,212,100	80,573,200
Contingency	General Operations	Contingency	E	79,361,100	5,813,700	85,174,800
Municipal Art Fund	General Operations	Contingency	E	1,081,600	164,200	1,245,800
Transportation Improvement	General Operations	Contingency	E	-	4,712,400	4,712,400
Highway User Revenue	General Operations	Contingency	E	-	4,018,600	4,018,600
Fire/EMS Dev Fee 2020	General Operations	Services	E	6,000,300	180,000	6,180,300
Parks/Rec Dev Fee 2020	General Operations	Services	E	8,175,300	497,900	8,673,200
Police Dev Fee	General Operations	Services	E	4,000,300	1,272,600	5,272,900
General Capital Projects Fund	General Operations	Contingency	E	10,000,000	8,507,600	18,507,600
Vehicle Replacement	General Operations	Contingency	E	-	1,069,700	1,069,700
Water Operations	General Operations	Contingency	E	-	127,600	127,600
Water Utility Capital	General Operations	Contingency	E	-	800,100	800,100
Wtr Sys SPA 2 Dev Fee	General Operations	Services	E	300	443,900	444,200

Fund	Department	Project/Category	Rev / Exp	Original Budget	Increase/ (Decrease)	Amended Budget
Sewer Operations	General Operations	Contingency	E	-	35,800	35,800
Sewer Utility Capital	General Operations	Contingency	E	-	1,989,500	1,989,500
Solid Waste Operations	General Operations	Contingency	E	-	199,000	199,000
Stormwater Capital	General Operations	Contingency	E	-	119,300	119,300
Municipal Court Enhancement	General Operations	Contingency	E	-	51,600	51,600
Tourism	General Operations	Contingency	E	-	9,400	9,400
Solid Waste Capital	General Operations	Contingency	E	-	181,600	181,600
GO Bond Series 2024	Finance	Contingency	E	-	286,900	286,900
Tourism	Sports, Entertainment, and Cul	Charges for Services	R	275,000	26,300	301,300
IT Asset Replacement	General Operations	Contingency	E	-	596,800	596,800
Facilities Asset Replacement	General Operations	Contingency	E	-	3,589,500	3,589,500
Parks & Recreation Asset Repl	General Operations	Contingency	E	-	1,327,700	1,327,700
Communication s Asset Repl	General Operations	Contingency	E	-	12,800	12,800
HSCV Asset Replacement	General Operations	Contingency	E	-	12,400	12,400
Sports and Tourism Asset Repl	General Operations	Contingency	E	-	816,800	816,800
Arts Culture Library Asset Rep	Library	#A53010 Asset Repl_Library	E	258,300	(103,900)	154,400
Wtr Res SPA 2 Dev Fee 2014	Water Resource Management	#P71210 SPA2 Recharge Expansion	E	601,300	(6,800)	594,500
Wtr Res SPA 2 Dev Fee 2014	General Operations	Services	E	96,000	6,800	102,800
Arts Culture Library Asset Rep	General Operations	Contingency	E	-	103,900	103,900
GO Bond Series 2024	General Operations	Contingency	E	-	16,700	16,700
Expense Total				335,962,200	-	335,962,200
Revenue Total				97,575,700	-	97,575,700

2. Grant Carry Forward – To adjust budget authority for items previously approved by Council which require adjustment from what was originally estimated during the FY2026 budget process due to expenditure activity in the prior Fiscal Year.

Fund	Department	Project/Category	Rev/ Exp	Original Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51596 FY26 CAP	E	-	386,100	386,100
Grants	Human Svcs and Comm Vitality	#G51596 FY26 CAP	R	-	386,100	386,100
Contingency	General Operations	Contingency	E	79,361,100	3,080,900	82,442,000
Contingency	General Operations	Other	R	79,361,100	(1,727,600)	77,633,500
Grants	Police	#G31450B FY26 Arizona 9-1-1 Program	E	-	180,000	180,000
Grants	Police	#G31450B FY26 Arizona 9-1-1 Program	R	-	180,000	180,000
Grants	Police	#G31367 FFY25 JLEO	E	5,200	(2,000)	3,200
Grants	Police	#G31367 FFY25 JLEO	R	5,200	(2,000)	3,200
Grants	Human Svcs and Comm Vitality	#G51730A Multi-Gen Community Resource Center	R	13,271,800	(1,568,200)	11,703,600
Grants	Human Svcs and Comm Vitality	#G51730A Multi-Gen Community Resource Center	E	12,912,500	(1,727,100)	11,185,400
Grants	Human Svcs and Comm Vitality	#G51730B Multi-Gen Community Resource Center	R	364,200	3,577,700	3,941,900
Grants	Human Svcs and Comm Vitality	#G51730B Multi-Gen Community Resource Center	E	4,647,000	(705,100)	3,941,900
General Capital Projects Fund	Human Svcs and Comm Vitality	#G51730B Multi-Gen Community Resource Center	E	3,341,300	(1,700)	3,339,600
Grants	Human Svcs and Comm Vitality	#G51730C Multi-Gen Community Resource Center	R	1,000,000	(147,200)	852,800
Grants	Human Svcs and Comm Vitality	#G51730C Multi-Gen Community Resource Center	E	963,000	(110,200)	852,800
Grants	City Attorney	#G13087 FY25 Victims' Rights Program	E	4,000	(4,000)	-
Grants	Police	#G31052 FY19 Walmart Community Grant #2777	R	100	200	300
Grants	Police	#G31053 FY19 Walmart Community Grant #4218	R	100	(100)	-

Fund	Department	Project/Category	Rev/ Exp	Original Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31053 FY19 Walmart Community Grant #4218	E	100	(100)	-
Grants	Police	#G31055 Walmart Community Grant #5429 2777	R	100	100	200
Grants	Police	#G31142 FFY25 GOHS DUI Enforcement	R	67,400	(17,800)	49,600
Grants	Police	#G31142 FFY25 GOHS DUI Enforcement	E	56,300	(29,100)	27,200
Grants	Police	#G31211 FY25 Securing the Cities Program	R	9,400	(9,400)	-
Grants	Police	#G31211 FY25 Securing the Cities Program	E	9,400	(9,400)	-
Grants	Police	#G31232 FFY24 AZDOHS UASI - TLO	E	9,800	2,200	12,000
Grants	Police	#G31245 FFY23 DEA Task Force	R	26,300	(13,400)	12,900
Grants	Police	#G31245 FFY23 DEA Task Force	E	26,300	(13,400)	12,900
Grants	Police	#G31253 FY25 VOCA	R	62,600	(31,200)	31,400
Grants	Police	#G31253 FY25 VOCA	E	62,800	(42,300)	20,500
Grants	Police	#G31317 FFY25 GOHS STEP Enforcement	R	26,400	(14,000)	12,400
Grants	Police	#G31317 FFY25 GOHS STEP Enforcement	E	26,400	(21,000)	5,400
Grants	Police	#G31327 FFY25 GOHS Ped & Bike Safety	R	32,000	(6,600)	25,400
Grants	Police	#G31327 FFY25 GOHS Ped & Bike Safety	E	30,200	(8,000)	22,200
Grants	Police	#G31359 FFY25 GOHS OP Enforcement	R	38,000	(7,500)	30,500
Grants	Police	#G31359 FFY25 GOHS OP Enforcement	E	37,900	(18,200)	19,700
Grants	Police	#G31396 FFY25 GOHS Motorcycle Safety	R	51,800	(11,300)	40,500
Grants	Police	#G31396 FFY25 GOHS Motorcycle Safety	E	47,200	(9,000)	38,200
Grants	Police	#G31415 FFY25 GOHS Accident Investigation	R	18,400	(5,600)	12,800
Grants	Police	#G31415 FFY25 GOHS Accident Investigation	E	14,300	(6,500)	7,800
Grants	Police	#G31450A FY25 Arizona 9-1-1 Program	R	-	29,500	29,500
Grants	Police	#G31460 FY25 Law Enforcement Retention	R	-	125,000	125,000

Fund	Department	Project/Category	Rev/ Exp	Original Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34011 Fire Incident Mgmt System	R	291,100	(83,900)	207,200
Grants	Fire - Medical	#G34020 FY25 Securing the Cities Program	R	54,200	(54,200)	-
Grants	Fire - Medical	#G34020 FY25 Securing the Cities Program	E	54,200	(54,200)	-
Grants	Fire - Medical	#G34030 FY25 Car Seat Program	R	-	16,100	16,100
Grants	Fire - Medical	#G34030 FY25 Car Seat Program	E	22,400	(6,300)	16,100
Grants	Fire - Medical	#G34071 FY25 Community Paramedicine	E	75,000	(12,900)	62,100
General Fund	Fire - Medical	#G34171 FY24 AFG Regional Grant	E	46,200	(4,000)	42,200
Grants	Fire - Medical	#G34171 FY24 AFG Regional Grant	E	307,800	(22,800)	285,000
Grants	Fire - Medical	#G34196 FFY24 AZDOHS CBRNE	R	16,000	(12,300)	3,700
Grants	Fire - Medical	#G34196 FFY24 AZDOHS CBRNE	E	3,800	(100)	3,700
Grants	Fire - Medical	#G34204 FY25 Tohono O'odham Nation Grant	R	100	4,400	4,500
Grants	Fire - Medical	#G34204 FY25 Tohono O'odham Nation Grant	E	4,700	(200)	4,500
Grants	Fire - Medical	#G34232 FY25 Gila River Indian Community	R	-	3,500	3,500
Grants	Human Svcs and Comm Vitality	#G51250 FY25 Read On AZ SRELC Grant	E	7,800	(2,000)	5,800
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51361 NSP 3 - Original Grant	R	100	(100)	-
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51361 NSP 3 - Original Grant	E	100	(100)	-
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51567 2024 HOME	R	179,900	(55,600)	124,300
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51567 2024 HOME	E	143,100	(55,200)	87,900
Grants	Human Svcs and Comm Vitality	#G51595 FY25 CAP	R	223,500	(113,900)	109,600
Grants	Human Svcs and Comm Vitality	#G51595 FY25 CAP	E	224,100	(114,500)	109,600
General Fund	Human Svcs and Comm Vitality	#G51596 FY26 CAP	E	-	145,800	145,800
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51680 CDBG	R	1,426,900	(221,400)	1,205,500
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51680 CDBG	E	1,426,900	(194,400)	1,232,500

Fund	Department	Project/Category	Rev/ Exp	Original Budget	Increase/ (Decrease)	Amended Budget
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51681 CARES Act	R	22,100	(8,000)	14,100
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51681 CARES Act	E	68,700	(54,600)	14,100
Grants	Human Svcs and Comm Vitality	#G51721 Homeless Infrastructure ARPA	R	298,900	(267,900)	31,000
Grants	Human Svcs and Comm Vitality	#G51721 Homeless Infrastructure ARPA	E	298,900	(268,000)	30,900
Grants	Human Svcs and Comm Vitality	#G51722 FY24 Maricopa Homeless Services	R	296,900	(44,700)	252,200
Grants	Human Svcs and Comm Vitality	#G51722 FY24 Maricopa Homeless Services	E	296,900	(44,700)	252,200
Grants	Human Svcs and Comm Vitality	#G51730D Multi-Gen Community Resource Center	R	-	97,000	97,000
Grants	Human Svcs and Comm Vitality	#G51790 FY25 MCCCCF Veteran Success Center	R	20,800	(20,800)	-
Grants	Human Svcs and Comm Vitality	#G51790 FY25 MCCCCF Veteran Success Center	E	20,800	(20,800)	-
Grants	Human Svcs and Comm Vitality	#G51800 Sprouts Grant	R	300,000	141,600	441,600
Grants	Human Svcs and Comm Vitality	#G51800 Sprouts Grant	E	449,400	(7,800)	441,600
General Fund	Library	#G53020 AZ Library State Grant-in-Aid	E	6,800	(6,800)	-
Grants	Library	#G53020 AZ Library State Grant-in-Aid	R	100	(100)	-
Grants	Library	#G53020 AZ Library State Grant-in-Aid	E	3,000	(3,000)	-
Grants	Parks and Recreation	#G54102 MPF Learn to Swim Program	R	4,000	(4,000)	-
Grants	Parks and Recreation	#G54102 MPF Learn to Swim Program	E	4,000	(4,000)	-
Grants	Parks and Recreation	#G54180 FY25 EECBG Voucher	E	178,200	(178,200)	-
Grants	Transportation	#G65010 MAG EVCIP	R	100,000	(100,000)	-
Grants	Transportation	#G65010 MAG EVCIP	E	40,400	(40,400)	-
Grants	Water Resource Management	#G71020 FY24 Tohono O'odam Nation Grant	R	-	23,300	23,300
Grants	Water Resource Management	#G71020 FY24 Tohono O'odam Nation Grant	E	25,800	(2,500)	23,300
Grants	Water Resource Management	#G71030 FY24 WIFA Water Conservation Grant	R	148,900	(35,700)	113,200

Fund	Department	Project/Category	Rev/ Exp	Original Budget	Increase/ (Decrease)	Amended Budget
Grants	Water Resource Management	#G71030 FY24 WIFA Water Conservation Grant	E	13,000	(13,000)	-
Water Operations	Water Resource Management	#G71030 FY24 WIFA Water Conservation Grant	E	-	200	200
Grants	Water Resource Management	#G71031 FY24 WIFA Distribution Optimization	E	265,400	(44,300)	221,100
Water Utility Capital	Water Resource Management	#G71031 FY24 WIFA Distribution Optimization	E	62,700	(14,800)	47,900
Water Operations	General Operations	Contingency	E	-	(200)	(200)
Water Utility Capital	General Operations	Contingency	E	-	14,800	14,800
General Capital Projects Fund	Police	#P31190 Arizona 9-1-1 Program	E	322,200	66,900	389,100
Expense Total				105,927,100	-	105,927,100
Revenue Total				97,718,400	-	97,718,400

RESOLUTION # 2025-138
Exhibit B

1. Contract Awarding Authority List (Operating) – The FY2026 CAAL items are being revised in accordance with the Procurement Guidelines in which any one purchase greater than \$50,000. requires approval by council. The below referenced CAAL items reflect items and/or dollar amount increases that did not receive council authorization during the initial FY2026 Budget Approval process.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26520	Misc. Equipment & Agreements	\$666,000	\$334,000	\$1,000,000
26602	Misc. Equipment & Maintenance	\$1,100,000	\$400,000	\$1,500,000

2. Contract Awarding Authority List (Capital) – The FY2026 CAAL amounts are being increased in accordance with the budget amendment increases noted in Exhibit A.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26115	P31190 Arizona 9-1-1 Program	\$350,000	\$50,000	\$400,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 16, 2025
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations:

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Citywide

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

Consideration and action pertaining to approval of a Fiscal Agent Grant Agreement and acceptance of a grant from the Ak-Chin Indian Community for the benefit of A Mighty Change of Heart and approval of a Fiscal Year 2026 budget amendment by moving budget in the amount of \$20,000; Resolution 2025-97.

Motion:

I move to approve Resolution 2025-97.

Background:

The HSCV Department was approached by A Mighty Change of Heart to act as a fiscal agent for their application to the Ak-Chin Indian Community request for \$20,000 in Proposition 202 funding. According to Finance policy, a Grant Cooperation Memo was executed for this partnership.

The application request was to provide funding for the purchase of supplies for personalized duffle bags for children in foster care and kinship programs. The funding also covers a portion of rent for storage and assembly space. On October 28, 2025, HSCV was notified by Darin Moss, Founder of A Mighty Change of Heart, that his organization was awarded full funding for his grant application. He provided the Fiscal Agent/Grant Agreement Among the Ak-Chin Indian Community, the City of Surprise, and A Mighty Change of Heart for execution.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to accept funding on behalf of A Mighty Change of Heart.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

This one-time amount of \$20,000 is to pass through funding to A Mighty Change of Heart for their Ak-Chin Indian Community grant award. The funding will be passed through once received by the Ak-Chin Indian Community, and after an External Grant Cooperation Agreement has been fully executed

between all parties. There is no match associated with this funding.

Budget Impact:

The FY2026 adopted budget did not include appropriations for revenue and expenses related to the Ak-Chin Indian Community grant awarded to A Mighty Change of Heart through the HSCV Department. This action requires a movement of budget authority in the amount of \$20,000 from General Contingency to project G51810 in the Grants Fund to cover projected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-97
 2. Fiscal Agent Grant Agreement
-

RESOLUTION 2025-97

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A FISCAL AGENT/GRANT AGREEMENT AMONG THE AK-CHIN INDIAN COMMUNITY, THE CITY OF SURPRISE, AND A MIGHTY CHANGE OF HEART; ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FOR THE BENEFIT OF A MIGHTY CHANGE OF HEART; AND, AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$20,000 FROM GENERAL CONTINGENCY TO THE GRANTS FUND PROJECT G51810.

WHEREAS, pursuant to Arizona law and *The Ak-Chin Indian Community – State of Arizona Amended and Restated Gaming Compact* (the “Compact”), tribes, including the Ak-Chin Indian Community (the “Community”), are required to contribute twelve percent (12%) of certain gaming revenues it earns to cities, towns, or counties for government services that benefit the general public;

WHEREAS, pursuant to the *Ak-Chin Indian Community – 2025 Prop 202 – 12% Grant Program Guidelines and Request for Proposals*, which are incorporated by reference, non-profit organizations that have tax-exempt status from the IRS are eligible to apply for a grant to receive distributions under the Compact, but must partner with a municipality to act as a fiscal agent for the applicant;

WHEREAS, A Mighty Change of Heart, Inc. (“Grantee”) partnered with the City to apply for a Community grant to help fund a program that bridges the gap between limited public resources and the needs for foster and kinship children (the “Program”); The City’s partnership with the Grantee is evidenced by a grant cooperation memorandum signed by the City Manager on June 18, 2025;

WHEREAS, Grantee notified the City that it was awarded a \$20,000 grant from the Community to purchase supplies to create personalized duffle bags for foster and kinship children from 0-17 years old in support of the Program;

WHEREAS, the City desires to accept the Community grant funding for the purpose of passing the grant funding through to Grantee;

WHEREAS, the City, the Community, and Grantee shall execute a *Fiscal Agent/Grant Agreement* for distribution of grant funds; Following such execution and prior to grant fund distribution, Grantee shall also execute an *External Grant Cooperation Agreement* with the City, as required by the City Finance Department’s *External Grant Cooperation* policy and procedures, which is incorporated by reference;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

Section 2. The Fiscal Agent/Grant Agreement Among Ak-Chin Indian Community and City of Surprise and A Mighty Change of Heart, attached as *Exhibit B* and incorporated by reference, is approved.

Section 3. The City is hereby authorized to accept the grant funding from the Ak-Chin Indian Community in the amount of \$20,000 to act as fiscal agent and pass-through funding for A Mighty Change of Heart.

Section 4. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION 2025-97
Exhibit A

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$20,000 from General Contingency to Project G51810 to cover act as Fiscal Agent and pass through funding to A Mighty Change of Heart. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51810 2026 Ak-Chin Mighty Change of Heart	E	-	20,000	20,000
Grants	Human Svcs and Comm Vitality	#G51810 2026 Ak-Chin Mighty Change of Heart	R	-	20,000	20,000
Contingency	General Operations	Contingency	E	83,387,500	(20,000)	83,367,500
Contingency	General Operations	Other	R	81,712,400	(20,000)	81,692,400
Expense Total				83,387,500	-	83,367,500
Revenue Total				81,712,400	-	81,692,400

RESOLUTION 2025-97
Exhibit B

Fiscal Agent/Grant Agreement Among Ak-Chin Indian Community and City of Surprise
and A Might Change of Heart

**Fiscal Agent/Grant Agreement
Among
Ak-Chin Indian Community
and
City of Surprise
and
A Mighty Change of Heart**

This Fiscal Agent/ Grant Agreement ("Agreement") is entered into by and among the Ak-Chin Indian Community ("Community"), a federally recognized Indian tribe having its principal place of business at 42507 W. Peters and Nall Road, Maricopa, Arizona 85138, the City of Surprise ("Municipality"), a city incorporated under the laws of the State of Arizona having its principal place of business at 16000 N. Civic Center Plaza, Surprise, Arizona 85374, and (and for the benefit of) A Mighty Change of Heart ("Grantee"), a non-profit organization having its office located at 9950 W. Van Buren St., Suite 108, Avondale, Arizona 85323.

RECITALS

WHEREAS, pursuant to Article IV, Section (b) of the Constitution of the Ak-Chin Indian Community, the Community Council is authorized to "negotiate and enter into contracts with federal, state, local and tribal governments, and with individuals, associations, corporations, enterprises, or organizations"; and

WHEREAS, the Municipality is a city government that is eligible to receive distributions of monies (*i.e.*, the grant funding provided in Article IV below) pursuant to A.R.S. 5-601.02, which is willing to act as a fiscal agent for the Grantee and accept, on behalf of the Grantee, grant funding offered to the Grantee; and

WHEREAS, the Grantee is a non-profit organization that, pursuant to its Articles of Organization, can enter into agreements, such as this Agreement, and accept grant funding thereunder; and

WHEREAS, pursuant to Section 12 of the Tribal/State Gaming Compact between the Community and the State of Arizona ("Compact"), in exchange for substantial exclusivity covenants by the State, the Community agreed to contribute a portion of its annual gaming revenues for regulatory costs and other public benefits; and

WHEREAS, pursuant to Compact Section 12(d), instead of making a deposit to the State, the Community may award up to 12% of its annual contribution ("12% Contribution") directly to cities, towns, or counties of the Community's choosing, for services that benefit the general public; and

WHEREAS, non-profit organizations, which provide a service for the general public, may also benefit from 12% Contribution funds provided that a city, town, or county will (1) accept the funding on behalf of the non-profit organization's behalf and (2) provide that funding to the non-profit, thereby acting in the capacity as a fiscal agent for the non-profit; and

WHEREAS, the Grantee is a non-profit organization and has made arrangements with the Municipality whereby the Municipality will accept a grant on behalf of the Grantee and act as a fiscal agent so that the Grantee may receive a 12% Contribution; and

WHEREAS, the Grantee submitted an application ("Application") to the Community for a grant from the 12% Contribution ("Grant") which, among other things, included assurances that the Municipality would work with the Grantee for the purpose of obtaining the Grant funding; and

WHEREAS, the Community desires to award a 12% Contribution Grant to the Grantee for the exclusive purpose of supporting select expenditures and tasks of the project proposed in the Application ("Project"), which the Grantee wishes to accept.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Community hereby agrees to make and the Grantee agrees to accept, with the Municipality acting as the fiscal agent, the Grant, subject to the following terms and conditions:

ARTICLE I - GENERAL PROVISIONS

1.1 Contents of Agreement. The agreement between the parties will consist of this Agreement and the Grantee's Application ("Application," as defined further in Section 1.2), which (a) was signed by the Grantee on June 24, 2025 (and signed by the Municipality on June 18, 2025), and (b) seeks funding for the Project ("Project" is defined below in Section 1.2), that the Grantee submitted to the Community for consideration in awarding this Grant and which is attached hereto and incorporated herein by this reference as Attachment "A."

1.2 General Definitions. Unless otherwise provided herein, when used in this Agreement:

- (a) "Application" means the application submitted by the Grantee, which is attached hereto and incorporated herein as Attachment "A" and which includes the following: (1) the Ak-Chin Indian Community Grant Cover Sheet, (2) the narrative submitted by the Grantee, (3) the letter, dated June 25, 2025, from the City of Surprise, Director of Human Services and Community Vitality, showing that the Municipality has agreed to accept funding on behalf of the Grantee, (4) any and all attachments to the Application (including, but not limited to, proof of tax-exempt status), and (5)

any and all other documents submitted to the Community by the Grantee or the Municipality related to the Grantee's Application and submitted in consideration for receiving a Grant.

- (b) "Fiscal agent" means the Municipality, under an agency relationship, which has agreed, and is authorized by the Grantee, to conduct only the following transactions: (1) accepting the Community's 12% Contribution Grant funding on behalf of Grantee and (2) promptly disbursing the Community's 12% Contribution Grant funding to Grantee. Municipality shall make every effort to disburse the funding to the Grantee within thirty (30) days from the date on which the Municipality receives the Grant funding from the Community.
- (c) "Grant" means funding awarded by the Community as a part of the Community's 12% Contribution.
- (d) "Project" means the "Comfort & Care for Foster Children in Arizona" project or program described by the Grantee in its Application.

ARTICLE II - TERM

2.1 The term of this Agreement ("Term") will commence upon the effective date ("Effective Date") which shall be the later of either 1) the date this Agreement is fully executed by all parties or 2) January 1, 2026.

2.2 Unless otherwise terminated in accordance with the Article IX below or extended upon the approval of the Community, which such approval may be given in the form of a Community resolution, without requiring further written amendment of this Agreement, the Term of this Agreement will expire on occurrence of the first of either: (a) one (1) calendar year from the Effective Date; or (b) the date upon which (i) the Project proposed in the Application (which is more fully described in Article III of this Agreement) is completed and (ii) the Community receives the Grantee's final report, as described more fully in Article X below.

ARTICLE III - SCOPE

The Grantee has overall responsibility for managing the grant funding provided by the Community for the benefit of the Project in accordance with the terms and conditions set forth in this Agreement including all attachments hereto. Further, the Grantee has overall responsibility for the timely completion of the Project proposed in the Application in accordance with the terms and conditions set forth in this Agreement. The Grantee agrees and shall use the Grant exclusively for the Project as detailed in the Application unless otherwise approved by the Community, which such approval may be given in the form of a Community resolution, without requiring further written amendment of this Agreement. Beyond acting as a fiscal agent and accepting Grant funding on behalf of the Grantee, the Municipality assumes no responsibility or liability for participating in the

Project, supporting the Grantee, or ensuring that the Grantee fulfills all obligations under this Agreement.

ARTICLE IV - AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

4.1 In consideration of the various obligations undertaken by the Grantee pursuant to this Agreement, as represented by the Grantee in the Application proposing the Project, the Community agrees, subject to the terms and conditions set forth herein, to provide the Grantee with a Grant in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00), which is one-time funding, the funding for which shall be accepted by the Municipality on behalf of the Grantee.

4.2 The Grantee will use the Grant exclusively to support the Project for those services and activities represented in the Application, EXCEPT salaries and wages, but which may include costs attributable to and arising from providing those services and activities that are part of the Project. The Grantee bears the responsibility for monitoring and ensuring that the funding is used for only those purposes, services, and activities included in Attachment A.

4.3 The Grant made under this Agreement has been awarded in reliance upon the Grantee's proposal in the Application, including certain representations made by the Grantee regarding the Grantee's arrangement with the Municipality to act as Grantee's fiscal agent regarding Grant fund acceptance. Any material change in the term or scope of the Project must first be approved by the Municipality in writing prior to submitting such request to the Community; then, such a request must be presented to the Community for written approval of the Community, which may be given in the form of a Community Resolution without requiring further written amendment of this Agreement.

4.4 The Grantee must notify the Community if the relationship between the Grantee and the Municipality changes in such a manner that the Municipality is no longer willing to collaborate with the Grantee and act as a fiscal agent for the Grantee.

4.5 The Community reserves the right to terminate this Agreement, pursuant to Article IX, if either the Grantee or the Municipality fails to fulfill its respective obligations under this Agreement or if the Project changes in a material way.

4.6 Title to any property, both real and personal, purchased with this Grant shall be taken in the name of the Grantee; provided that, if the Grantee fails to fulfill its obligations under this Agreement during the Term of the Agreement, the property shall be returned to the Community for contribution to another eligible recipient. The Municipality may choose to act, but is not required to so act, as a purchasing agent for the Grantee; provided that any property purchased with Grant funding shall become the property of the Grantee, subject to the limitations provided in this Article IV, Section 4.6. At the conclusion of the Term, the Community will not retain any rights or interests in any property purchased with this Grant.

4.7 Unless otherwise stipulated in writing, this Grant is made with the understanding that the Community has no obligation to provide the Grantee with any other funding or support except the amount granted in Article IV, Section 4.1 herein.

ARTICLE V - DISBURSEMENT OF GRANT

5.1 Upon the Community's receipt of a fully executed copy of this Agreement and a copy of the Municipality's W-9, the Community will arrange to issue to the Municipality Grant funding in the amount set forth in Article IV, Section 4.1. Unless otherwise requested by the Municipality, the Grant funding will be sent via FedEx or other express mail service to the Municipality at the address provided in Article XII, Section 12.2, below.

5.2 Upon receipt of the Grant funding, the Municipality will follow its own internal administration and processing policies to accept and subsequently provide the funding to the Grantee; provided that such administration and processing period shall not take more than three (3) months from the date on which the Municipality receives funding from the Community. The Municipality may not charge the Grantee or the Community any administration, management, or other fee for acting as the fiscal agent.

ARTICLE VI – MUNICIPALITY'S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

6.1 By executing this Agreement, the Municipality represents and warrants that:

(a) All resolutions or other formalities necessary to authorize the execution and delivery of this Agreement by the person executing this Agreement on behalf of the Municipality have been fully adopted, passed, or enacted by the Municipality's governing body.

(b) This Agreement is valid and legally binding upon the Municipality and has been executed and delivered by the Municipality in such manner and form as to comply with all laws, regulations, and policies applicable to the Municipality.

(c) The Municipality will not assess any fee, tax, or other charge upon either the Grantee or the Community in relation to this Agreement or any administrative or management obligation arising hereunder.

(d) Upon receipt of the Grant from the Community, the Municipality will act as promptly as possible to provide the Grant funding to the Grantee; provided that, the Municipality shall provide the Grant funding to the Grantee within three (3) months of receiving the funding from the Community.

6.2 The Municipality acknowledges that nothing contained in this Agreement, nor any act of the Community, the Municipality, or the Grantee, will be deemed or construed to create any principal and agency, partnership, joint venture, or other similar association or relationship among the Community and the Municipality or the Grantee.

ARTICLE VII – GRANTEE’S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

7.1 By executing this Agreement, the Grantee represents and warrants that:

(a) The Grantee is duly organized and validly existing under Arizona law, is exempt from federal income taxes under Section 501(c) (3) of the Internal Revenue Code (or some other applicable provision) and has all requisite power and authority to enter into this Grant Agreement and accept this Grant funding.

(b) This Agreement is valid and legally binding upon the Grantee and has been executed and delivered by the Grantee in such a manner and form as to comply with all applicable bylaws or organizational documents of the Grantee.

(c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed to exist by the Grantee, which: (i) questions the legal status of the Grantee or its authority, including the Grantee’s or its officers’ ability to enter into and validly execute this Agreement; or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Grantee which would materially and substantially impair the Grantee’s ability to manage funding or to perform any of the obligations imposed upon the Grantee by this Agreement.

(d) The representations, statements, and other matters contained in this Agreement and Attachment A are true and complete and are not misleading in any material respect. The Grantee is aware of no change that would require any modification to the approved Application as of the date of execution of this Agreement.

(e) The Grantee will comply with all applicable federal, state, and local laws in carrying out its obligations under this Agreement.

7.2 The Grantee acknowledges that nothing contained in this Agreement, nor any act of the Community, the Municipality, or the Grantee, will be deemed or construed to create any principal and agency, partnership, or joint venture, or other similar association or relationship between the Community and the Grantee.

ARTICLE VIII - DEFAULTS AND REMEDIES

8.1 The Grantee will be considered in default if the Grantee: (a) uses Grant funds for any purpose other than activities related to the Project, or (b) fails to perform its obligations agreed to in this Agreement.

8.2 If the Community has reason to believe that the Grantee has defaulted on any obligations under this Agreement, the Community will issue a Notice of Default (“Default

Notice”) to the Grantee with a copy to the Municipality. No later than thirty (30) calendar days after the Grantee’s receipt of the Default Notice, the Grantee, shall deliver all reports, records, and accountings sufficiently necessary to provide the Community with the current status of the Project, including but not limited to information documenting the Grantee’s use of the grant funding.

8.3 Upon the occurrence of any default, the Community may take appropriate action to recapture the Grant funding. For purposes of this Section, " appropriate action" means any remedial action legally available, including, without limitation, (a) terminating the Agreement, (b) suits for declaratory judgment, specific performance, or temporary or permanent injunctions, and (c) and any other available remedy.

8.4 The Community may terminate this Agreement if the Community determines that the Grantee has defaulted on any of its obligations under this Agreement. Prior to terminating the Agreement, the Community will provide written Default Notice to the Grantee and the Grantee has thirty (30) calendar days to either: (a) commence performing as required under the Agreement, which must be proven through documentation showing progress; or (b) provide the Community with reports and other evidence refuting the allegation of default. If the Grantee does not provide evidence of progress to the Community’s satisfaction, the Community may terminate this Agreement. If this Agreement is terminated by the Community, the Grantee shall return to the Community all Grant funding and/or any property purchased with the Grant funding.

8.5 The Municipality will be deemed in default if the Municipality has not provided the Grant funding to the Grantee within three (3) months after accepting Grant funding from the Community.

8.6 A court of competent jurisdiction shall have jurisdiction over disputes arising under this Agreement.

ARTICLE IX - TERMINATION OF AGREEMENT

9.1 The Grantee may terminate this Agreement at any time during the Term by providing thirty (30) calendar days’ written notice to the Community and the Municipality and returning **ALL** Grant funding to the Community.

9.2 The Municipality may terminate this Agreement before accepting any Grant funding from the Community. After the Municipality has accepted funding from the Community, the Municipality may only terminate this Agreement if the Municipality has not yet provided the Grant funding to the Grantee or if the Grantee has breached or fails to execute any underlying agreements related to this Agreement required by the Municipality for grant disbursement/cooperation (including, but not limited to, an External Grant Cooperation Agreement between the Municipality and the Grantee for acceptance of the Grant funds). The Municipality must immediately provide written notice of any decision to terminate this Agreement to the Community and the Grantee and must return **ALL** Grant funding received to the Community with the notice of termination.

9.3 The Community may terminate this Agreement if the Community determines that either Grantee or the Municipality has defaulted on its respective obligations agreed upon herein, as explained in Article VIII.

9.4 The Community's rights and remedies will survive termination of the Agreement.

9.5 This Agreement is subject to cancellation pursuant to Ariz. Rev. Stat. § 38-511 for any conflicts of interest.

ARTICLE X - CERTIFICATIONS BY GRANTEE

In signing this Agreement, the Grantee certifies that:

- (a) All of the representations and warranties of the Grantee as set forth in this Agreement and the Application are valid and true; and
- (b) The Grant funds awarded will be used for costs actually incurred or to be incurred in fulfillment of the obligations agreed to in this Agreement; and
- (c) The payment requested does not duplicate a payment or reimbursement of costs and services received from any other source.

ARTICLE XI - REPORTS

11.1 During the term of this Agreement, the Grantee must submit progress reports that summarize the expenditures made and provide updates on the general status of the Project no later than thirty (30) calendar days after:

- (a) The first six (6) months of the Term; and
- (b) Completion of the Project or the end of the Agreement Term, whichever occurs first. If a Grant was awarded to make a purchase, the date of delivery of all items shall be deemed completion of the Project.

11.2 Upon request by the Community, the Grantee shall provide promptly such additional information, reports, and documents as the Community may request.

ARTICLE XII - MISCELLANEOUS

12.1 All amendments, notices, requests, and disclosures of any kind made pursuant to this Agreement shall be in writing unless otherwise provided for in this Agreement.

12.2 Any communication will be deemed effective as of the date such communication is received by the addressee, return receipt requested, delivered to the following primary address listed for each party:

If to the Community: PRIMARY ADDRESS CC:	Ak-Chin Indian Community ATTN: Council Executive Secretary 42507 W. Peters and Nall Rd. Maricopa, Arizona 85138 Strickland & Strickland, P.C. Ak-Chin Indian Community General Counsel 4400 E. Broadway, Suite 700 Tucson, Arizona 85711
If to the Grantee: PRIMARY ADDRESS	A Mighty Change of Heart c/o Executive Director 9950 W. Van Buren St., Suite 108 Avondale, Arizona 85323
If to the Municipality: PRIMARY ADDRESS	City of Surprise c/o Seth Dyson, HSCV 16000 N. Civic Center Plaza Surprise, Arizona 85374

12.3 This Agreement, including any right, benefit, or obligation arising hereunder, may not be transferred or assigned without the prior written approval of the Community. Notice of any assignment approved by the Community must be provided to all other parties by the party requesting the assignment.

12.4 No delay or omission of the Community in exercising any right or remedy available under this Agreement will impair any such right or remedy, or constitute a waiver of any default, or an acquiescence thereto.

12.5 The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions hereof.

12.6 This Agreement, and any attachments or incorporated documents, constitutes the entire agreement between the Community, the Municipality, and the Grantee, and supersedes all prior oral and written agreements between the parties hereto with respect to this Grant. Notwithstanding the provisions of Article I, Section 1.1 of this Agreement, in the event of any inconsistency between the provisions of this Agreement and anything contained in Attachment A, the provisions of this Agreement will prevail.

12.7 This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and together will constitute but one and the same instrument.

12.8 Upon the Community's prior written approval, the Grantee is permitted to issue press releases and host other publicity events highlighting the Grant from the Community.

12.9 The Community reserves and has the exclusive right to waive any requirement or provision under this Agreement; provided that, no act, by or on behalf of the Community, will be deemed or construed to be a waiver of any such requirement or provision, unless the same be in writing expressly stated to constitute such waiver.

12.10 Notwithstanding any other provision herein to the contrary, nothing in this Agreement shall be deemed a waiver of any party's applicable sovereign immunity. The Community and the Municipality shall have no liability for any of the Grantee's actions under or pursuant to this Agreement. The Grantee agrees to be responsible for liabilities arising from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees.

12.11 This Agreement is governed by the laws of the State of Arizona. Any suit pertaining to this Agreement brought against the Municipality may be brought only in courts in the State of Arizona in Maricopa County; if a federal matter, in the U.S. District Court of Arizona located in Phoenix.

[THIS SPACE BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective, duly authorized representatives, as of the day and year written below.

COMMUNITY:

AK-CHIN INDIAN COMMUNITY

_____/_____/_____
Gabriel L. Lopez (Date)
Chairman

MUNICIPALITY:

CITY OF SURPRISE

_____/_____/_____
Kevin D. Sartor (Date)
Mayor

ATTEST:

_____/_____/_____
Victoria A. Smith (Date)
Council Secretary

ATTEST:

_____/_____/_____
Kristi Passarelli (Date)
City Clerk

Approved as to Form

_____/_____/_____
Name: _____
City Attorney's Office

GRANTEE:

A MIGHTY CHANGE OF HEART

_____/_____/_____
Darin Moss (Date)
Executive Director

ATTEST:

_____/_____/_____
(Date)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 16, 2025
Submitting Department: Police
Staff Recommendations: None

Contact Person: Evan Becher, POLICE CHIEF
District: Citywide

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

Consideration and action pertaining to the renewal and acceptance of the agreement with the U.S. Department of Justice Drug Enforcement Administration for overtime expenses and approval of a fiscal year 2026 budget amendment moving budget in the amount of \$44,400; Resolution 2025-135; RFLS 10361.

Motion:

I move to approve Resolution 2025-135.

Background:

In December 2023, the City of Surprise Police Department (SPD) and the Drug Enforcement Administration (DEA) signed an addendum to the original Task Force Agreement entered on January 17, 2023, to increase the number of officers from two (2) to three (3). On January 7, 2025, the DEA canceled the addendum to the Task Force Agreement. The DEA and SPD returned to terms of the original agreement for the remainder of federal fiscal years 2025-2026 by assigning two (2) officers to the DEA Phoenix Task Force. The annual overtime is capped at 25% of a GS-12, step 1 salary. For FFY26, the DEA agrees to reimburse the City of Surprise up to \$22,155.25 per officer (no more than \$44,310.50 total) for overtime expenses, in addition to providing funding for investigative equipment, supplies, training, and per diem to support the officers' activities in the Task Force subject to fund availability.

Objective Analysis:

The agreement will help disrupt a considerable amount of drug trafficking activities. In addition, the assigned officers will obtain valuable skills that will enhance the daily performance of their jobs.

Policy Compliant:

This action is compliant with City and Council policy. The City regularly partners with other governmental entities when it is beneficial to do so.

Financial Impact:

Acceptance of this one-time funding will provide \$44,310.50 for overtime expenses incurred by two officers on the DEA Task Force subject to fund availability. There is no city match requirement;

however, the City is responsible for payment of salary, benefits and overtime to the officers assigned to the Task Force. The DEA will reimburse SPD for overtime expenses subject to fund availability.

Budget Impact:

The FY2026 adopted budget did not include appropriations for revenue and expenses related to the FFY2026 DEA Task Force Agreement. Acceptance of this agreement will require a movement of budget authority in the amount of \$44,400 from General Contingency to Project G31245 in the Grants Fund. Salary and benefits for the two officers assigned to the Task Force have been included as part of the Surprise Police Department's FY2026 General Fund operating budget. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 25.12.16 Resolution 2025-135 FY26 DEA Task Force OT Budget Amendment_Final
 2. Agreement FY23-26 Program Surprise PD - signed
 3. letter-SPD Chief Piña Addendum Cancellation
-

RESOLUTION # 2025-135

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ACCEPT FUNDING BY AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF \$44,400 FROM GENERAL CONTINGENCY TO PROJECT G31245 FFY23 DEA TASK FORCE FOR OVERTIME EXPENSES IN THE GRANTS FUND PURSUANT TO AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION.

WHEREAS, pursuant to Arizona Revised Statute §13-3872, *et seq.*, the City of Surprise has the authority to enter into agreements with other governmental entities for the purposes set forth within;

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists throughout the state and in the Phoenix area;

WHEREAS, such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona and the City of Surprise;

WHEREAS, the parties previously entered into an agreement in order to continue the partnership already in place to combat these issues;

WHEREAS, the Drug Enforcement Administration (DEA), as part of their commitment to this partnership, desires to reimburse overtime expenses incurred for two full-time investigators up to the amount of \$22,155.25 per position subject to fund availability, and the City of Surprise desires to accept such funding;

WHEREAS, the previously entered into agreement provides overtime funding for two officers assigned to the DEA Task Force for the federal fiscal year 2025-2026 and such funding was not included in the budget;

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

WHEREAS, acceptance of this funding will necessitate a budget amendment, and;

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

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

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

Section 2. The existing Agreement between the City of Surprise and the U.S. Department of Justice, Drug Enforcement Administration is attached as *Exhibit B*.

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 # 2025-135
Exhibit A

1. Appropriation - Acceptance of the agreement with the U.S. Department of Justice Drug Enforcement Administration (DEA) Task Force and amending the FY2026 budget by moving budget authority of \$44,400 from General Contingency to Project #G31245 FFY23 DEA Task Force in the Grants Fund. This agreement is for \$22,155.25 per officer to cover overtime expenses for a one-time budget amendment total of \$44,400, subject to fund availability. The FY2026 adopted budget did not include appropriations for revenue and expenses related to the FFY2023 DEA Task Force IGA. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31245 FFY23 DEA Task Force	E	26,300	44,400	70,700
Grants	Police	#G31245 FFY23 DEA Task Force	R	26,300	44,400	70,700
Contingency	General Operations	Contingency	E	82,587,500	(44,400)	82,543,100
Contingency	General Operations	Other	R	81,412,400	(44,400)	81,368,000
Expense Total				82,613,800	-	82,613,800
Revenue Total				81,438,700	-	81,438,700

RESOLUTION 2025-135
EXHIBIT B

AGREEMENT BETWEEN
THE CITY OF SURPRISE AND U.S. DEPARTMENT OF JUSTICE,
DRUG ENFORCEMENT ADMINISTRATION

(BEGINS ON THE NEXT PAGE)

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this **1st day of October 2022**, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the **Surprise Police Department, ORI#AZ007200** (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the state of Arizona area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Arizona, the parties hereto agree to the following:

1. The **Phoenix Task Force** will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Arizona area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the state of Arizona.
2. To accomplish the objectives of the Phoenix Task Force, the parent agency agrees to detail **two (2)** experienced officers to the Phoenix Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The parent agency officers assigned to the task force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
4. The parent agency officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC § 878.
5. To accomplish the objectives of the Phoenix Task Force, DEA will assign six (6) special agents to the task force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned task force officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA special agents and parent agency officers assigned to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Phoenix Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the task force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. ***Note: Task Force Officer's overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.***
7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, *Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on 30 days' advance written notice. DEA's support to the task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:



Cheri A. Oz, Special Agent in Charge
Phoenix Field Division



Date

For the Surprise Police Department:



Benny Pina, Chief of Police



Date



U. S. Department of Justice
Drug Enforcement Administration
3439 East University Street
Phoenix, Arizona 85034

www.dea.gov

January 7, 2025

Benny Piña
Chief of Police
Surprise Police Department
14250 West Statler Plaza
Surprise, Arizona 85374

Dear Chief Piña:

In December 2023, the DEA and the Surprise Police Department approved an Addendum to the existing Task Force Agreement originally signed by both agencies in January 2023. The Addendum to the existing agreement increased the assigned personnel from the Surprise Police Department from two detectives to three full time detectives. It was understood at the time that the increase was temporary; and would return to two full time detectives, following the return of Detective Jeffrey Thurman to the Surprise Police Department.

As required by the terms of the original agreement, this letter serves as official notice that the Addendum to the existing Task Force Agreement is cancelled; and the DEA with the Surprise Police Department are returning to the terms of the original Agreement, for the remainder of federal fiscal years 2025-2026. Specifically, as was agreed, returning to the original commitment of two full time detectives from Surprise Police Department to the DEA Phoenix Division. A copy of the original agreement is included with this letter.

I look forward to our continued partnership in drug law enforcement in the state of Arizona, and the constituents we both serve. If you have any questions related to the Task Force Program, please have your staff contact Senior Mission Support Specialist Erica Curry at (602) 648-1363.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cheri Oz".

Cheri Oz
Special Agent in Charge



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 16, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 1

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

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 365730, requested by Maria Danielle Burgess, for Circle K Store #9626 located at 16256 W Jomax Rd, Surprise, AZ 85387 for a new Series 09 Liquor License.

Motion:

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

Background:

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

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

Objective Analysis:

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

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. Fire - Circle K Store #9626 16256 W Jomax Rd Liquor License
 2. PD - Circle K #9626
 3. Circle K 9626 Map
 4. CD - Circle K 9626 Report
-



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



November 4, 2025

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Circle K Store #9626
16256 W Jomax Rd.

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

If you have any questions feel free to contact me.

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

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

REFERENCE:

DATE: November 20, 2025

Application # 365730
New License/Corporation
Series 9

APPLICANT:

Circle K Store #9626
16256 W. Jomax Rd
Surprise, AZ. 85387

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Circle K is a full-service convenience market and gas station that primarily serves patrons of all ages from the surrounding communities and general public.
- 2) ***Effect of vehicular traffic in close proximity.***
The roads around this future location are currently being widened to accommodate the anticipated growth for the surrounding area and should be adequate for Circle K.
- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
N/A.
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
The business hours of operation are open 24 hours a day. This is a brand-new area for future development, with no other businesses currently open.
- 5) ***Appropriateness of series license requested.***
This license request is appropriate for this Circle K store.

Submitted by Officer C. E. Tovar #2059

Circle K 9626

STATE LAND

R-2
PUD

R-1
PUD

R-2
&
R-3

RR

PAD
LEGACY
VILLAGE

SITE

C-2

RR

UNINCORPORATED
MARICOPA COUNTY

PAD
DESERT
OASIS

PAD
ASANTE

R-2
PUD



COMMUNITY DEVELOPMENT DEPARTMENT

Date: December 10, 2025
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
Dan Johnson, Zoning Specialist
Re: Liquor License Application for:

**AGENT, Maria Daniella Burgess
Circle K Store #9626
16256 W Jomax Rd
Surprise, Arizona 85387**

NEW SERIES 09 (New Application – Liquor Store) – Application # 365730

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

1. None

The immediate area is comprised of residential zoning. The property is zoned C-2 Community Commercial, which is consistent with the proposed use.

Commercial and residential growth is expected.

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



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 16, 2025
Submitting Department: City Court
Staff Recommendations: None

Contact Person: Judge Dominguez
District: Citywide

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

Presentation and discussion regarding the City Court's Department Strategic Plan.

Motion:

None, discussion only

Background:

On June 17, 2025, the City Council adopted their Strategic Plan outlining their framework for focusing resources, guiding policy, and supporting deliberate and sound budgetary decisions with a shared goal of making Surprise a sustainable, vibrant place for residents, businesses, and visitors- today and into the future. As part of the Strategic Plan, the Council identified priority areas and goals that will advance each priority. Two of the priorities identified with the City Court's Strategic Plan are Government Transparency and Community Experience. This presentation will identify how the Surprise City Court will execute specific elements identified in the strategic plan.

Objective Analysis:

N/A

Policy Compliant:

N/A

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. Court Strategic Plan Presentation

City Court Strategic

Plan
Presiding Judge Louis Frank Dominguez
Court Administrator Elaina Cano
December 16, 2025



SURPRISE
ARIZONA

Mission Statement



The City of Surprise Municipal Court's primary function is to fairly and impartially adjudicate all cases filed in the court and to effectively obtain compliance with the court's orders. We also provide the best possible service to the public by courteously and promptly answering questions and assisting all persons having business at the court, and by ensuring proper and timely accounting for both the judicial and financial activities of the court. We pledge to faithfully execute the judicial and administrative duties of the Municipal Court as prescribed by law. We are committed to upholding and enforcing the law, and to safeguarding the individual rights and liberties of all persons who come before the court. We promise to obey the letter and spirit of the law, the Code of Judicial Conduct, and all other standards as set by the Arizona Supreme Court.

Court Overview

Core Service & Functions

- Public Service
- Access to Justice
- Court Operations
- Case Adjudication

Special Programs

- Surprise City Court Academy
- Justice For All Financial Relief Fair
- Teen Court - Surprise Youth Justice Program



SURPRISE
ARIZONA

Strategic Priorities Alignment

THE COHESIVE GOALS BETWEEN CIVIC GOVERNANCE AND JUSTICE.

City Council's Strategic Priorities

- Public Safety
- Community Experience
- Fiscal Responsibility
- Government Transparency

Arizona Supreme Court Strategic Agenda

- Protecting Children, Families & Community
- Expanding and Promoting Access to Justice
- Advancing Judicial Branch Excellence and Innovation
- Maintaining Public Trust & Confidence

City Court Strategic Goals

Supporting City Council's Public Safety Goals:

- **City Court Goal 1: Protecting Children, Families, and Communities**

The court is committed to fostering a culture of safety, to protect those who are most at risk and build a safer, more supportive environment for families and communities.

- **In-House Court Security Personnel:** Hired 4 Security Officers to enhance safety and security of all court staff and court visitors.
- **Surprise City Court's Firearms Transfer Program** - Ensures compliance with court orders requiring defendants to surrender firearms in Order of Protection cases.
- **Veterans Community Engagement** - Participates annually with Maricopa County and Glendale Veterans Court events.



SURPRISE

ARIZONA

City Court Strategic Goals

Supporting City Council's Community Experience Goals:

- **City Court Goal 2: Expanding and Promoting Access to Justice**
Services for limited English proficient litigants, defendants, and other court participants.
- **Continue to expand services for individuals with limited English proficiency:**
Increase access to translated information, forms, and tools at the courthouse and online. **Title VI:** The court recently added a translation feature to its website to ensure the community has access to the information needed to navigate the court system and to maintain compliance with Title VI.
- **Court Website:** Our goal is to make the court website easier to use by improving navigation, search, and guidance on common questions and resources. These updates strengthen our commitment to accessibility, efficiency, and public service

City Court Strategic Goals

Supporting City Council's Fiscal Responsibility Goals:

- **City Court Goal 3: Advancing Judicial Branch Excellence & Innovation**
Strategic Workforce Restructuring for Future Success.

The Court remains committed to:

- Responsible stewardship of the community's resources.
- Evaluating the court's long-term sustainability and competitive positioning
- Forward-looking, ensuring that we optimize resources while aligning our workforce with future business needs.
- Invest in areas that drive growth & innovation while maintaining long-term stability.
- Proactively realigning our workforce with roles that will be essential in the years to come. Such as digital transformation and sustainability—key drivers of future growth.

City Court Strategic Goals

Supporting City Council's Government Transparency Goals:

- **City Court Goal 4: Maintaining Public Trust and Confidence**

- **Enhancing Court Website Information**

The Court will expand its website to include additional forms, instructions, and other resources to assist individuals navigating the court

- **Promoting Transparency Through Educational Court Process Videos**

- Creating videos that explain court processes, to bridge the gap between legal professionals and the community.
- Promote transparency and ensure the public is informed about how to navigate through their case.
- Simplify complex legal procedures by breaking down legal concepts into accessible language and visuals.

Key Projects & Initiatives

Projects & Initiatives	Status	Completion Date
Court Website Redesign: Make it easier for the community to find and understand information about court services, procedures, and resources by improving navigation and accessibility.	Phase 1	2026
Virtual Hearings: to increase accessibility and efficiency, allowing participants to appear remotely while saving travel time and costs. They also enhance safety, modernize court operations, and help manage high caseloads more effectively	Phase 2	2026
Electronic Services: Electronic services like check-in kiosks, fillable forms, and online portals to make the justice system more accessible and user-friendly, allowing people to complete tasks without visiting the courthouse in person. These tools also increase efficiency, reduce errors, save time, and streamline case management for both court staff and the public.	Phase 1	2026

Challenges & Opportunities

Challenges: Competing Priorities

- Resource Constraints
 - Limited availability makes it difficult to dedicate focused time to development or innovate projects
 - Requires coordination between departments, often with differing priorities
 - Funding

Opportunities: Cross-Functional Collaboration

- The project unites IT, administration, and judicial teams under a shared goal, strengthening interdepartmental cohesion and knowledge exchange

Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 16, 2025

Contact Person: Jodi Tas, MNGMNT ANALYST - SR

Submitting Department: City Manager Office
Staff Recommendations:

District: Citywide

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the 2026 Legislative Agenda.

Motion:

I move to approve the 2026 Legislative Agenda as presented.

Background:

The Legislative Agenda defines the city's legislative priorities and core values each legislative session and provides direction to Government Relations staff to ensure the city is actively engaging on issues at the US and State Capitols that reflect the priorities and mission of the Surprise City Council.

Objective Analysis:

The Legislative Agenda ensures that the Surprise City Council's priorities remain heard and to advocate for the city's and residents' best interests. Items include maintaining Surprise's quality of life; preserving local funding and local control; opposing pre-emption; advocating for transportation funding and projects for Surprise and our region; protecting local authority as it pertains to land-use planning; supporting, preserving and enhancing public safety's ability to do their jobs effectively; supporting efforts to enhance our economic competitiveness; protecting Surprise's investment in safe, reliable and sustainable water; and protecting the mission of Luke AFB.

Policy Compliant:

This item is within city policy.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 16, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Surprise 120 Development Agreement;
Resolution #2025-136

Motion:

I move to approve Resolution #2025-136.

I move to disapprove Resolution #2025-136.

Background:

Owner owns three parcels totaling approximately 120 acres of real property generally located at the northeast corner of Deer Valley Road and 227th Avenue. On June 8, 1989, the City of Surprise City Council approved the annexation. The City and Owner desire to enter into this Development Agreement to address the design and construction of two traffic signals, a regional recharge basin and expansion of a water reclamation facility to benefit the Surprise 120 development.

Owner's obligations include contributing their proportionate share of construction costs of new traffic signals located at 227th Avenue and Sun Valley Parkway, and 219th Avenue and Sun Valley Parkway, financially participating in the SPA 3 Water Reclamation Facility expansion if wastewater treatment capacity is unavailable, and acquiring all necessary rights-of way and easements.

The City's obligation is to continue providing municipal services to the portions of the Property receiving municipal services.

Objective Analysis:

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

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

Policy Compliant:

This item is policy compliant as it relates to the execution of a development agreement and growth paying for itself.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. RES2025-136. Surprise 120 Development Agreement
 2. Surprise 120 DA -12.02.2025
 3. Surprise 120 DA - CC PPT
-

RESOLUTION # 2025-136

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA REALTY LAND HOLDINGS, LLC, PERTAINING TO REAL PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF DEER VALLEY ROAD AND 227TH AVENUE.

WHEREAS, the City of Surprise (the “City”) is authorized to enter into development agreements, pursuant to A.R.S. § 9-500.05;

WHEREAS, Arizona Realty Land Holdings, LLC, (“ARLH”) owns three separate parcels of real property totaling approximately 120 acres generally located at the northeast corner of Deer Valley Road and 227th Avenue, as described in Exhibit “A” and depicted in Exhibit “B” (the “Property”) to the Development Agreement (the “Agreement”) that is the subject of this Resolution and is attached hereto as Exhibit “A”;

WHEREAS, the Agreement sets forth the obligations, commitments, conditions, terms, restrictions, and requirements for the future development of the Property, including ARLH’s contributions toward the design and construction of two traffic signals, the acquisition and construction of a regional recharge basin, and the expansion of the City’s water reclamation facility.

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

Section 1. The Surprise 120 Development Agreement with Arizona Realty Land Holdings, LLC, attached hereto as ***Exhibit A***, is hereby approved.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City and to take all further actions necessary to implement 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

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

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

DEVELOPMENT AGREEMENT (SURPRISE 120)

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

RECITALS

A. Owner owns approximately 120 acres of real property generally located at the northeast corner of 227th Avenue and Deer Valley Road, as legally described in Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by this reference (the “**Property**”).

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

C. Owner has submitted an application to rezone the Property from Rural Residential (RR) to a combination of Residential Low Density (R-1) and Community Commercial (C-2) (the “**Rezoning**”).

D. In the event the City Council, in the exercise of its legislative discretion, approves Owner’s request to rezone the Property, and as a result of the uses permitted under the City’s R-1 and C-2 zoning districts, certain public infrastructure shall be constructed to accommodate Owner’s development and use of the Property.

E. Pursuant to A.R.S. § 9-500.05(H), Owner seeks to enter into this Agreement to further define the Parties’ respective rights, responsibilities, and obligations with respect to the contemplated development of the Property, and other matters relating to the development of the Property.

AGREEMENT

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

1. General Matters.

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

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

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

3. Owner's Obligations.

3.1 227th Avenue & Sun Valley Parkway Traffic Signal. Prior to the City issuing any infrastructure permits, Owner shall deposit with the City Seventy-One thousand One Hundred Forty-nine dollars and 79/100 (\$71,149.79), its proportionate share, calculated as set forth in Exhibit D, of the preliminary estimated cost of construction of a new traffic signal at the intersection of 227th Avenue and Sun Valley Parkway (the "**Preliminary Estimate**"). Should the actual cost of construction exceed the Preliminary Estimate, Owner and/or its successors and assigns shall pay to the City the Owner's proportionate share of the actual cost of construction, and the City shall not issue any permits for vertical construction unless and until Owner pays to the City such amount. In no event shall the City refund to the Owner or its successors or assigns any portion of the Owner's initial deposit.

3.2 219th Avenue & Sun Valley Parkway Traffic Signal. Prior to the City issuing any infrastructure permits, Owner shall deposit with the City Eighty-Nine thousand Fifty-One dollars and 21/100 (\$89,051.25), its proportionate share, calculated as set forth in Exhibit E, of the preliminary estimated cost of construction of a new traffic signal at the intersection of 219th Avenue and Sun Valley Parkway (the "**Preliminary Estimate**"). Should the actual cost of construction exceed the Preliminary Estimate, Owner and/or its successors and assigns shall pay to the City the Owner's proportionate share of the actual cost of construction, and the City shall not issue any permits for vertical construction unless and until Owner pays to the City such amount. In no event shall the City refund to the Owner or its successors or assigns any portion of the Owner's initial deposit.

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

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

3.5. Water Supply Infrastructure Improvements.

3.5.1. Regional Recharge Basin. A regional recharge basin is necessary in order to support the ongoing development in the City's Special Planning Area 3 (SPA 3) region (the "**SPA 3 Recharge Basin**"). Owner's payment of the City Water Resource Development Fee shall constitute payment of Owner's proportionate share of the costs to acquire and/or construct the SPA 3 Recharge Basin. In the event the City determines that the SPA 3 Recharge Basin is needed prior to the development of the Property, then Owner agrees to pay its proportionate share (based on acreage), including the expenditure of all necessary proportionate funds, for the cost of acquiring and/or constructing the SPA 3 Recharge Basin prior to the City approving any final plat, site plan, or building permit within the Property, and such amount paid shall be creditable against the Water Resource Development Fees to be collected within the Property.

3.6. Wastewater Improvements. Owner shall secure wastewater treatment capacity in the SPA 3 Water Reclamation Facility ("**SPA 3 WRF**"). In the event that there is no available capacity for purchase, the Owner shall participate in an expansion of the SPA 3 WRF. The City will not approve any final plat, site plan, or building permit unless and until such time as Owner provides verifiable proof, as determined by the City in the City's sole discretion, of wastewater treatment capacity for the final plat, site plan or building permit being approved.

4. Right-of-Way Acquisition. Owner shall be responsible, to the extent not completed by others, for acquiring the right(s)-of-way ("**ROW**") and/or easement(s), such as drainage easements, slope easements, or public utility easements, that may be necessary for the improvements, using commercially reasonable efforts with the property owners. Owner shall follow the requirements set forth in A.R.S., Title 12, for the acquisition of any such property as if Owner were a government entity obtaining property by eminent domain and work with the City's Real Estate Administrator from the beginning of the negotiation process to ensure compliance with applicable State statutes and to expedite the process. If Owner is unable to acquire such ROW and/or easement(s) after the exercise of reasonable diligence and appropriate offers of just compensation as determined by the City, then Owner may request in writing that the City initiate eminent domain proceedings to acquire the ROW and/or easement(s). In the event the City chooses to exercise its power of eminent domain, either through the City Attorney's Office or by retaining outside counsel, Owner shall be responsible for all fees and costs incurred by the City associated with the condemnation action, including, but not limited to, the initial deposit and final award of just compensation, attorneys' fees, expert fees, witness fees, filing fees and court costs, jury fees, etc. Nothing herein shall relieve Owner of the obligation to acquire the necessary ROW and/or easement(s). In the event the City exercises its discretion and does not provide assistance to Owner in acquiring ROW and/or easement(s), Owner shall still be obligated to acquire said ROW and/or easement(s) through alternative means.

5. General Provisions.

5.1. Term. The term of this Agreement shall be ten (10) years commencing upon its full execution and may be extended for two (2) additional five (5) year periods, as long as within ninety (90) days prior to the expiration of the term or an extension thereof, the City finds that (i) development within the Property is ongoing or imminent, and (ii) the parties within the Property will be served by the improvements that are the subject of this Agreement. The City's obligation to continue providing municipal services to the portions of the Property receiving municipal

services shall survive the termination of this Agreement. If for any reason the Rezoning is denied or otherwise rejected by the City Council through the Council's exercise of its legislative discretion, this Agreement shall be null and void.

5.2. Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution.

5.3. Notices and Filings. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered, or served if in writing and delivered personally, emailed, or sent by certified United States Mail, postage pre-paid, return receipt requested, to:

City: City of Surprise
Community Development Department
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Lloyd Abrams
Email: Lloyd.Abrams@surpriseaz.gov
CDBusinessOps@surpriseaz.gov
Phone: (623) 222-3021

With Copy to: City of Surprise
City Attorney's Office
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Jeffrey Murray
Email: city.attorney@surpriseaz.gov
Phone: (623) 222-1152

Owner: Arizona Realty Land Holdings, LLC
c/o Coronado West
7855 S. River Parkway, Suite 222
Tempe, AZ 85284
Attn: John Cork
Email: jcork@coronadowest.com
Phone: (602) 390-1385

With Copy to: Gilbert Blilie PLLC
701 N. 44th Street
Phoenix, AZ 85008
Attn: Jeffrey Blilie
Email: jblilie@gilbertblilie.com
Phone: (623) 606-0532

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to any Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-

six (36) hours after deposit with the United States Postal Service, addressed to the Party, and with sufficient postage.

5.4. Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement by such Party. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party shall constitute a default by the breaching Party under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching Party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires the City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, and the City shall not be responsible, liable, or obligated to pay any monetary damages, except as specifically allowed within this Agreement.

5.5. Dispute Resolution. If there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a sixty (60) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencing litigation. The mediation may be held under the commercial mediation rules of the American Arbitration Association, or any other applicable rules as required by the Parties' selected mediator. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. If the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and Owner shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development of municipal infrastructure, if available. The cost of any such mediation shall be divided equally between the City and Owner. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation after the moratorium.

5.6. Choice of Law, Venue, Damages, and Attorneys' Fees. Any dispute, controversy, claim, or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Depending on the nature of the claims, a Party may file an action in the Federal District Court, for the District of Arizona, in Phoenix, Arizona. Relief is limited to injunctive relief and specific performance. In no instance shall either Party be entitled to recover monetary damages, general or special, from the other Party. Neither Party shall be entitled to recover any of its attorneys' fees nor other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through mediation, arbitration, litigation in a court, or otherwise.

5.7. Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under applicable laws and that the individuals executing this

Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

5.8. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns.

5.9. Termination Upon Sale of Subdivided Lots. Except as otherwise provided herein, this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the individual lots within the Property. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement shall terminate without the execution or recordation of any further document or installment as to any finally subdivided lot, and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

5.10. Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other agreement between the Parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

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

5.12. Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law.

5.13. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

5.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

5.15. Conflict of Interest. This Agreement is subject to the terms of A.R.S. § 38-511.

5.16. Entire Agreement. This Agreement, together with the following Exhibits attached hereto, constitutes the entire agreement between the Parties. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by this Agreement.

- (a) Exhibit A: Legal Description of the Property
- (b) Exhibit B: Depiction of the Property
- (c) Exhibit C: Zoning Narrative
- (d) Exhibit D: 227th Avenue & Sun Valley Parkway Traffic Signal

- Proportionate Share Calculation
- (e) Exhibit E: 219th Avenue & Sun Valley Parkway Traffic Signal
Proportionate Share Calculation
- (f) Exhibit F: Depiction of Ingress and Egress

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Kevin D. Sartor, Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2025, before me personally appeared Kevin D. Sartor, the Mayor of the CITY OF SURPRISE, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: _____

OWNER:

ARIZONA REALTY LAND HOLDINGS, LLC,
an Arizona limited liability company

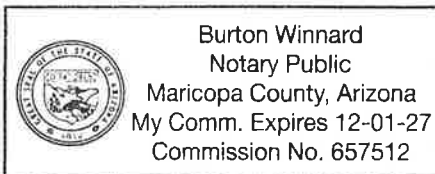
By: [Signature]

Its: Manager

Date: 10/23/25

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 23rd day of OCTOBER, 2025, before me personally appeared _____
John E. Cork, Manager of ARIZONA REALTY LAND
HOLDINGS, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity
was proven to me on the basis of satisfactory evidence to be the person who he or she claims to
be, and acknowledged that he or she signed the above/attached document.



[Signature]
Notary Public
My Commission Expires: 12-1-27

EXHIBIT A

Legal Description of the Property



ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION

PARCEL A

APN(S) 503-81-029C, 503-81-029D, 503-81-031D
MARICOPA COUNTY, ARIZONA

LOCATED WITHIN A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST ;

THENCE, ALONG THE WEST LINE OF SAID SECTION 14 N00°21'55"E A DISTANCE OF 807.80 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG THE WEST LINE A DISTANCE OF 1833.89 FEET;

THENCE, N00°25'43"E A DISTANCE OF 1320.29 FEET;

THENCE, S89°43'38"E A DISTANCE OF 1318.84 FEET;

THENCE, S00°25'25"W A DISTANCE OF 1318.37 FEET;

THENCE, S00°23'31"W A DISTANCE OF 2641.48 FEET;

THENCE, N89°49'13"W A DISTANCE OF 657.15 FEET;

THENCE, N00°21'55"E A DISTANCE OF 807.80 FEET;

THENCE, N89°49'13"W A DISTANCE OF 660.57 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 4,688,929 SQUARE FEET OR 107.64 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

LEGAL DESCRIPTION NOT FOR RECORDING.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 22007398
DATE OCTOBER 22ND, 2024



ONE COMPANY.
INFINITE SOLUTIONS.

**LEGAL DESCRIPTION
PARCEL B
APN 503-81-029C
MARICOPA COUNTY, ARIZONA**

LOCATED WITHIN A PORTION OF THE WEST HALF OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST;

THENCE, ALONG THE WEST LINE OF SAID SECTION 14 N00°21'55"E A DISTANCE OF 807.80 FEET;

THENCE, S89°49'13"E A DISTANCE OF 657.15 FEET;

THENCE, S00°21'55"W A DISTANCE OF 807.80 FEET;

THENCE, N89°49'13"W A DISTANCE OF 660.57 FEET TO THE POINT OF BEGINNING.

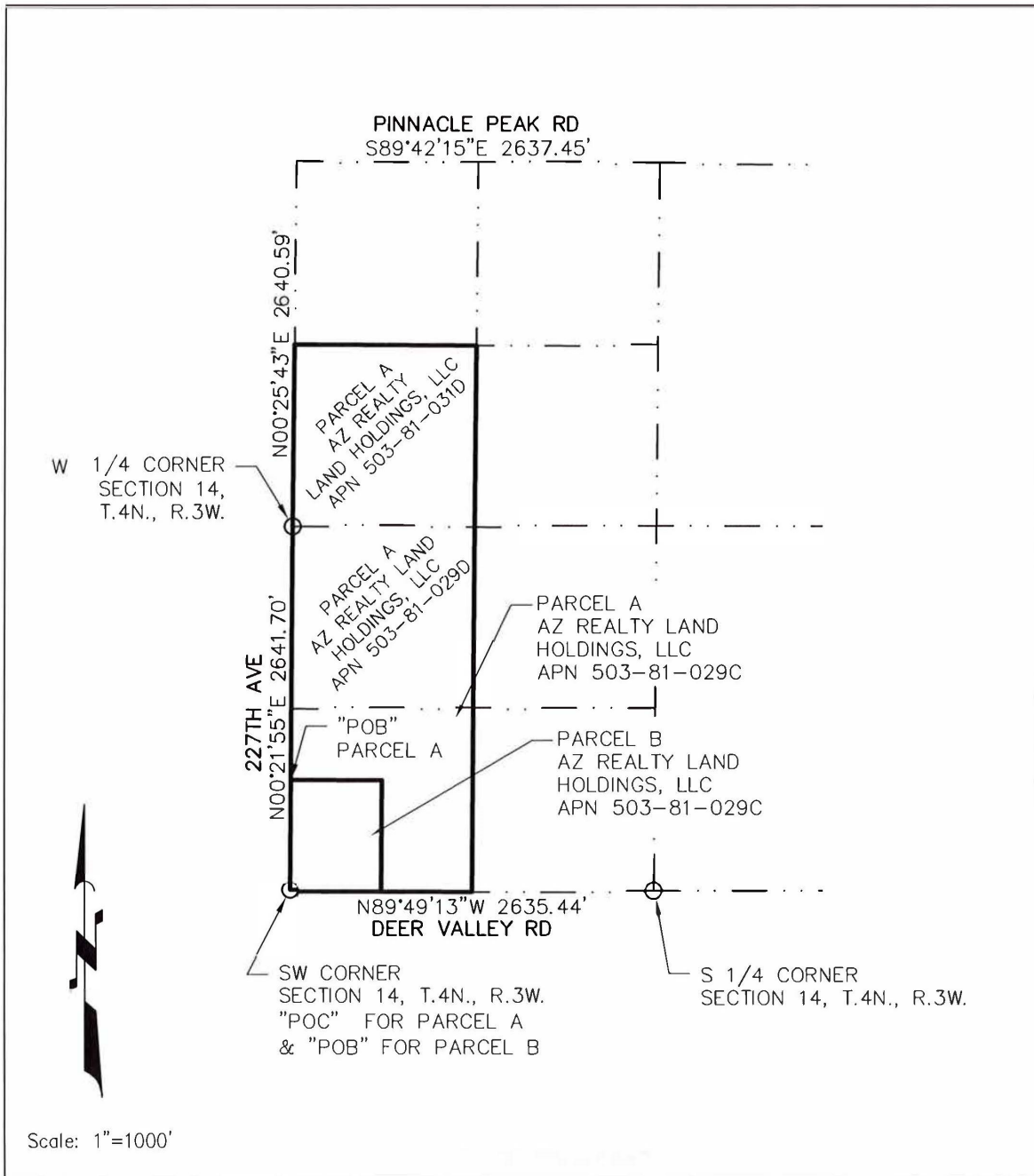
THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 533,611 SQUARE FEET OR 12.25 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

LEGAL DESCRIPTION NOT FOR RECORDING.

**PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 22007398
DATE OCTOBER 22ND, 2024**

EXHIBIT B

Depiction of the Property



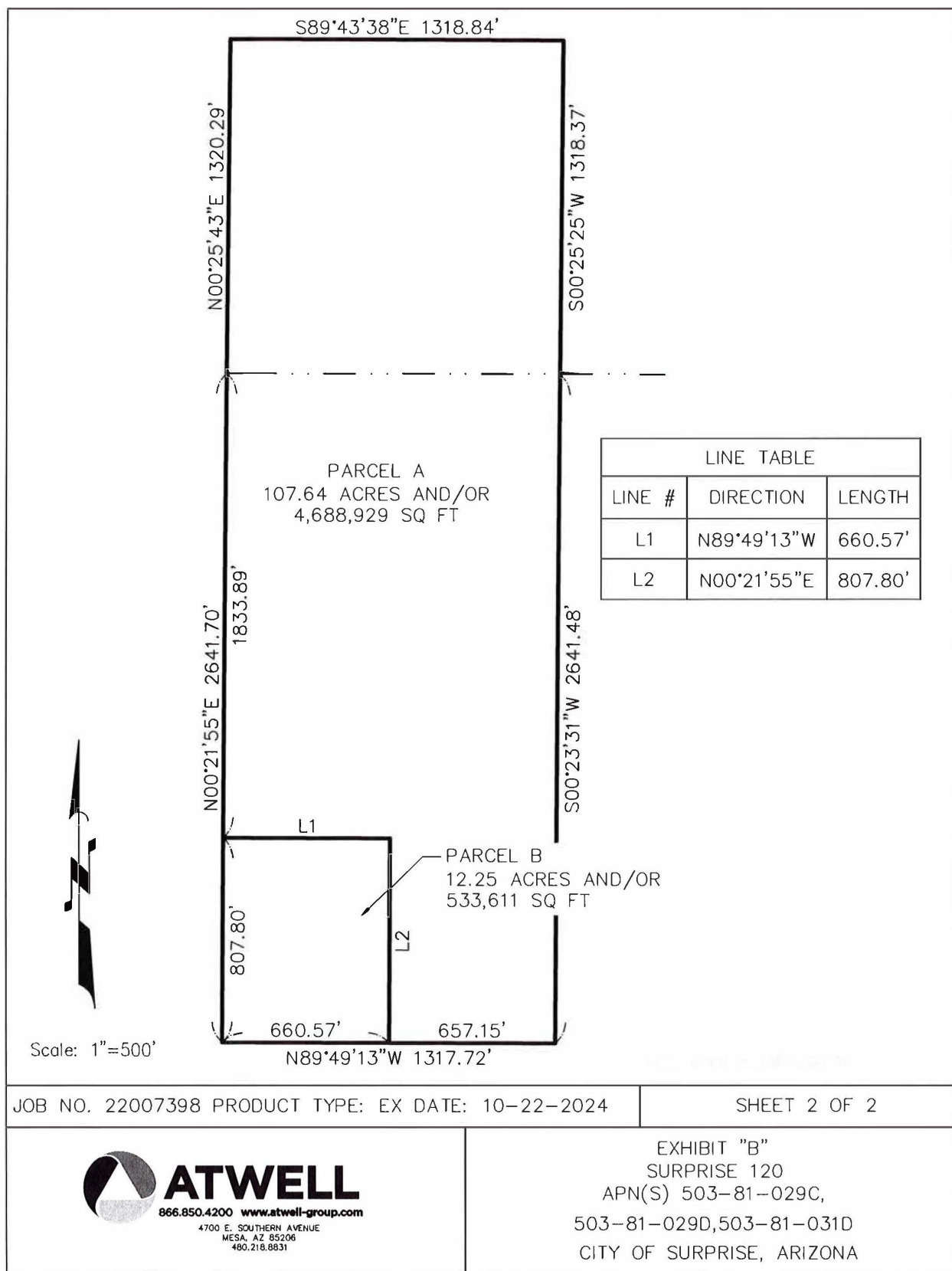
JOB NO. 22007398 PRODUCT TYPE: EX DATE: 10-22-2024

SHEET 1 OF 2



EXHIBIT "B"
 SURPRISE 120
 APN(S) 503-81-029C,
 503-81-029D, 503-81-031D
 CITY OF SURPRISE, ARIZONA

K:\22007398 - SURPRISE 120\DWG\SURVEY\EXHIBITS\22007398 SURPRISE 120 BDRY.DWG SAVE DATE: 10/23/2024 7:47 AM
 PLOT DATE: 10/23/2024 9:56 AM



K:\22007398 - SURPRISE 120\DWG\SURVEY\EXHIBITS\22007398 SURPRISE 120 BDRY.DWG SAVE DATE: 10/23/2024 7:47 AM
 PLOT DATE: 10/23/2024 9:56 AM

EXHIBIT C

Zoning Narrative

SURPRISE 120

REZONING NARRATIVE

Site Analysis | Proposed Zoning and Conceptual Land Use Plan | Regulatory Development Standards

CASE #: FS24-1433

1ST SUBMITTAL: OCTOBER, 2024

2ND SUBMITTAL: FEBRUARY, 2025

3RD SUBMITTAL: JUNE, 2025



PRESENTED BY:



APPLICANT TEAM

PROPERTY OWNER / DEVELOPER

AZ Realty Land Holdings, LLC

Farhad Shokoohi

350 Golfview Drive

Saginaw, MI 48638

Email: retinamaster@aol.com

LAND PLANNING

RVi Planning + Landscape Architecture

Mark Reddie / Jessica Miller

4900 N. Scottsdale Road, Suite 1200

Scottsdale, AZ 85251

Phone: 480.586.2349

Email: mreddie@rviplanning.com / jmiller@rviplanning.com

LEGAL / ZONING ATTORNEY

Gilbert Blilie PLLC

Jeff Blilie

701 North 44th Street

Phoenix, AZ 85008

Phone: 480.429.3030

Email: jblilie@gilbertblilie.com

ENGINEER

Atwell, LLC

Casey Pennington

4700 E. Southern Avenue

Mesa, AZ 85206

Phone: 602.350.0311

Email: cpennington@atwell-group.com

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1. PROJECT INTRODUCTION

RVi Planning & Landscape Architecture, on behalf of AZ Realty Land Holdings, LLC, is pleased to submit this rezoning application for an approximately 120-acre property on the northeast corner of Deer Valley Road and 227th Avenue to change the zoning from Rural Residential (RR) to a combination of Residential Low Density (R-1), and Community Commercial (C-2) in accordance with the City of Surprise Land Development Ordinance.

Organizational Structure

This rezoning narrative will provide the framework for future development of the Subject Site. In the following sections, additional information will be provided as it relates to the following items:

- Site Analysis
- Proposed Zoning and Conceptual Land Use Plan
- Regulatory Development Standards

The proposed development complies with the 2040 General Plan and does not include deviations to the land use and regulatory development provisions outlined in the Surprise Land Development Ordinance (LDO) and Planning and Engineering Design Standards (PEDS) Manual.

2. SITE ANALYSIS

Site Location and Zoning

The subject property is approximately 120-acres and is located at the northeast corner of Deer Valley Road and 227th Avenue. See **Figure 1: Regional Vicinity Map** for the property location and regional context.

The Assessor Parcel numbers affiliated with the property include APN#’s 503-81-031D, 503-81-029D, and 503-81-029C. The property is located within

the City of Surprise Special Planning Area 3 (SPA-3) for water and sewer service and is currently vacant desert land. The property has no approved final plats or infrastructure serving the site. See **Figure 2: Aerial Photograph of Site**.

The subject site is surrounded by vacant land. To the south lies the Mesquite Mountain Ranch PAD, which is currently undergoing a rezone to Residential Medium Density (R-2) under case #FS24-0765 where adjacent to the site. To the west is the Surprise 320 property, zoned Residential Low Density (R-1), Residential Medium Density (R-2), and Community Commercial (C-2). To the north is Desert Moon Estates, zoned Residential Medium Density (R-2), To the east of the subject site is a Rural Residential (RR) community. See **Figure 3: Existing Zoning Map**.

General Plan Land Use Designation

The City of Surprise 2040 Land Use Map designates the Subject Site as Neighborhood Character Area as depicted in **Figure 4: General Plan Land Use Map**. The proposed development plan is in conformance with the 2040 General Plan land use designation and character area and no General Plan amendment is required. **Table 1: Existing and Surrounding Land Uses** provides a breakdown of the existing surrounding land uses and zoning. The nature of the surrounding area is reserved for residential and neighborhood commercial development which is consistent with the proposed rezoning for the Subject Site. Additionally, the rural enclave community to the east is protected under the City’s new Rural Residential Overlay, which will dictate certain development standards addressed later in this document.

TABLE 1: EXISTING AND SURROUNDING LAND USES

LOCATION	GENERAL PLAN	EXISTING ZONING	LAND USE
Site	Neighborhoods	Rural Residential (RR)	Vacant
North	Neighborhoods	Desert Moon Estates (R-2)	Vacant
South	Neighborhoods	Mesquite Mountain Ranch (PAD)*	Vacant
West	Neighborhoods	Surprise 320 (R-1, R-2, & C-2)	Vacant
East	Neighborhoods Rural Residential Overlay	Rural Residential (RR)	Rural Enclave Community

*Currently undergoing rezoning to R-2

Existing Pre-Development Conditions

The Site is relatively flat, vacant, and undeveloped. There are a couple minor, non-regulated wash corridors bisecting the site, one near the middle of the property and one near the southwest corner, both in a northwest to southeast direction.

Drainage: The Project is located within an area that was studied in detail in the Wittman Area Drainage Master Plan update, (Dated 2009). Existing drainage flows from the northeast to the southwest. About a mile to the northwest is the CAP canal that cuts off flows. As such there several smaller watersheds are located immediately north and west within the Surprise 320, Buena Vista Ranch and Surprise Foothills developments that impact the western portion of the Project site. Generally, these flows continue to flow through the site in a southeasterly direction. The majority of the flows will exit through the southern property line of the Project and combine with the adjacent wash, Wash 5 West. Wash 5 West is a significant drainage corridor that receives runoff from the northern face of the White Tanks Mountains and overflow waters from an existing overchute over the CAP canal. Due to the magnitude of the flows, FEMA has designated a Special Flood Hazard Area along the alignment of this wash.

The project is located in both Flood Zone X-Shaded and A. Flood Zone X-Shaded is defined as “area outside of 0.2% annual change flood; areas of 1% annual chance flood with average depths of less than 1-foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual change flood.” Flood Zone A is defined as “Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood, no base flood elevations determined.”

Existing Roads, ROW and Utilities: The subject site is located at the northeast corner of the future Deer Valley Road and 227th Avenue. Currently the only fully improved roadway network near the Subject Site is Sun Valley Parkway; a four-lane divided roadway with access limited to median breaks at approximately one-mile intervals. Portions of 219th Avenue, 227th Avenue, and Beardsley Road in the vicinity of Mesquite Mountain Ranch are partially constructed or in the process of being constructed. All other roadways in the study area are unimproved and without full right-of-way dedication necessary for development according to the Surprise 2040 General

Plan’s roadway classification map.

The recently approved Surprise 320 zoning case to the west (FS22-0344) has committed to dedicating the west half street right-of-way for 227th Avenue and contributing their fair share of improvements based on their project timing and requirements at the time of platting.

School Districts: The Subject Site is in the Wickenburg-9 Elementary School District and the Wickenburg Unified High School District. The closest public elementary school within the Wickenburg-9 Elementary School District is the Festival Hills Elementary School located at 26252 W Desert Vista Blvd, Buckeye, Arizona, 85396 and is approximately six miles from the Subject Site. The closest middle school is the Vulture Peak Middle School, located at 925 South Vulture Mine Road. Vulture Peak Middle School is in Wickenburg. The closest high school Wickenburg High School, located in Wickenburg at 1090 South Vulture Mine Road.

There are two K-8 schools planned within the Surprise Foothills community approximately 2-miles southwest of the site, and another school planned within the Desert Trails community one mile east of the site.

Arizona is an open enrollment state, which means parents can enroll their children in schools outside of their home school and home district boundaries, space permitting. Due to this, students at Surprise 120 have the option to attend schools within the Dysart or Nadaburg Districts, which may be closer than Wickenburg district schools.

Fire, Police, and Refuse Service: Surprise 120 is within the municipal service area of the City of Surprise. As such, Surprise will provide fire, police, and residential refuse service to the property. The closest fire stations include Stations 303 or 306, both located approximately 11-13 +/- miles from the site. Buckeye also has Fire Station #704, approximately 6 +/- miles from the property. Nearby there is a fire station planned as a part of the Surprise Foothills development approximately 2 +/- miles to the west, and a fire station planned as part of the Ana Mandara development approximately 3 +/- miles to the southeast. Additionally, fire station #304 is at the SWC of 163rd Avenue and Happy Valley Road, as well as two fire stations planned at the NEC of Norfolk and 183rd Ave, and at Deer Valley Road and 195th Ave.

Water and Sewer Service: Surprise 120 is located within Special Planning Area 3 (SPA-3) in the City of Surprise. SPA-3 is generally located north of Bell Road, west of Beardsley Canal, south of Grand Avenue and Central Arizona Project Aqueduct, east of 259th Avenue and encompasses approximately 59 square miles.

Electricity: APS is the service provider in the area. There is no existing service for this site, although APS has approved two new sub-station locations to help serve the northwest Surprise area. Both sub-stations are located approximately five (5) miles directly east and west of the property. These improvements are planned to be built as development occurs in this area. An additional substation will be constructed on the east side of 227th Avenue directly north of the wash that intersects Mesquite Mountain Ranch.

Luke Air Force Base Compatibility Analysis: To protect the long-term viability of Luke Air Force Base (LAFB), a concept of graduated residential densities adjacent to their base and active auxiliary fields has been developed. The Graduated Density Concept (GDC) provides guidelines for residential development up to and surrounding the “high noise and accident potential zone,” commonly referred to as the 65 DNL line, as defined by ARS 28-8461, which may limit future operations of the U.S. Air Force. In the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 DNL are to be as follows:

- A maximum of two dwelling units per acre from the 65 DNL to a ½ mile zone (Zone A).
- A maximum of four dwelling units per acre from the ½ mile to 1 mile zone (Zone B).
- A maximum of six dwelling units per acre from the 1-mile to 3-mile zone (Zone C).

Based on the noise contours published by Luke AFB, the property is located mostly within the 1-mile to 3-mile zone (approximately 119.0 acres), with a small portion at the far northeast corner within the ½ mile to 1-mile zone (approximately 0.9 acres). As such, a maximum of approximately 719 units are permitted in accordance with the GDC policy.

Table 2: Luke AFB GDC Density & Unit Count Analysis above provides the summary analysis of the Luke AFB density and unit count requirements per the GDC.

TABLE 2: LUKE AFB GDC DENSITY & UNIT COUNT ANALYSIS			
LAFB ZONE	GROSS AC.	LUKE MAX DENSITY	LUKE MAX UNITS
A	0.0	2.0	0
B	0.9	4.0	4
C	119.0	6.0	714
TOTAL	119.9	-	718

Christopher Toale, Director with Luke Air Force Base Community Initiatives has indicated, based on a review of the proposed development, that the proposed development meets their density requirement and that they look forward to the upcoming submission to the City of Surprise so they can provide formal comments on the request.

See **Figure 6: Luke Air Force Base Compatibility Map** for the location of the various noise contours and density restrictions associated with them overlaid on Surprise 120.

3. PROPOSED DEVELOPMENT PLAN

In accordance with the Surprise LDO, the proposed project seeks to establish residential and commercial zoning districts consistent with the LDO. No deviations are proposed as part of this application and all development will follow the LDO and PEDS Manual as prescribed.

Conceptual Development and Open Space Plan

The subject site is laid out in consideration of the opportunities and constraints affiliated with the property and surrounding area. The property’s southwest corner is located at the intersection of two major arterial roadways (Deer Valley Road and 227th Avenue.) As such, it is appropriate to provide a community commercial parcel (12.3 acres as C-2 zoning) at the intersection to provide opportunity for local and community-scaled good and services at this highly visible and accessible intersection. This is the same zoning approved at the northwest corner of this intersection within the Surprise 320 property. The remaining 107.6 acres of the site is single-family residential (R-1 zoning) with a plan to provide traditional single-family detached residential development.

The property's entire eastern edge directly abuts the City's newly adopted Rural Residential Overlay in the 2040 General Plan. As per Section 2.6.A of the PEDS, a 150-foot open space buffer will be provided along the eastern property line where adjacent to RR zoning. This buffer will be measured from the existing property line, and may include drainage, retention, utility easements, trails, and landscaping. A 10' natural surface equestrian trail is being proposed within this buffer. The treatment of landscaping, perimeter screen walls, etc. will be coordinated with the City and the property owners to the east. Additionally, no more than 50% of the first row of homes along the eastern perimeter will be 2 story, and no more than 3 two-story homes shall be provided in a row to provide visual break to the western viewshed.

There will be two full access points from the residential portion of the site out onto 227th Avenue, and 3/4 access points off of both 227th and Deer Valley Road into the commercial parcel.

The Subject Site shall include multiple opportunities for active and passive recreation, as well as pedestrian connectivity for internal access. This open space programming will be incorporated and detailed further during the preliminary and final plat process as development occurs. Currently an 8' paved central spine trail is proposed to connect the various amenities within the site. See **Figure 6: Conceptual Development and Open Space Plan**.

All required minimum open space requirements will be met and all design and development elements will be in accordance with the Surprise LDO and PEDS requirements as prescribed. The articles within the PEDS shall apply where applicable and will govern the general site design and development, open space design, circulation design, landscape, and streetscape design, building form and architecture of a development in addition to other elements as required within the LDO.

Zoning Base Districts

A combination of Residential Low Density (R-1) and Community Commercial (C-2) is proposed for the property. This development will be regulated by the LDO in accordance with the R-1 and C-2 zoning district requirements. This falls within the Suburban Neighborhood category's allowed density range of 2.0 to 8.0. A detailed description of these districts are provided below. See **Figure 7: Proposed Zoning Map**.

TABLE 3: LAND USE SUMMARY	
ZONING	GROSS AC.
R-1	107.6 AC.
C-2	12.3 AC.
TOTAL	119.9 AC.

Residential – Low Density (R-1)

The Residential Low Density (R-1) zoning district provides areas for single-family homes on varying lot sizes and a mix of densities together with schools, parks, and other public services necessary for suburban residential neighborhoods.

Community Commercial (C-2)

The community commercial (C-2) zoning district provides for retail, office, and service activities to satisfy the needs of the community, intended to create a pedestrian friendly, neighborhood environment, and tax base for the city of Surprise.

General Development Standards

All general development standards within the Surprise LDO will govern the Subject Site, including the City of Surprise Planning and Engineering Design Standards (PEDS), as referenced in Chapter 107, Article 1.

Proposed Regional Transportation Improvements

In discussion with the City of Surprise and in conformance with the City's 2040 General Plan, the following is a summary of the regional roadways within or adjacent to the Subject Site. See **Figure 8: Proposed Regional Transportation Plan**.

Deer Valley Parkway: Deer Valley Parkway is designated as a major arterial street with a 136-foot right-of-way (68-feet north half street). Improvements to Deer Valley Parkway will ultimately extend east and west from the subject site, providing a regional east/west corridor through the area.

227th Avenue: 227th is designated as a major arterial with 136-feet of total right-of-way (68-feet east half street), connecting south from Sun Valley Parkway and running along the western boundary of the property. It will be constructed down to Sun Valley Parkway as primary access per Surprise EDS Detail 3-02. This development will contribute to the future traffic signal at Sun Valley Parkway and 227th Avenue.

225th Avenue: 225th is a local street alignment that currently exists as a paved private road with no dedicated right-of-way from Deer Valley to Williams Road, and continues north for an eighth mile as a dirt road within a 40' eastern half street right-of-way. The Surprise 120 project will dedicate a 27.5' half street along the east edge of the property if required by the city, but will not be responsible for constructing any roadway improvements, and will not be providing any connections from the new development onto 225th.

Site Access + Circulation

As required by City of Surprise Transportation Planning and Traffic Engineering, the developer will be responsible for submitting a Master Street Plan showing turn lanes, medians, and street widths as well as a full Master Site Plan showing the on-site traffic and pedestrian circulation, and emergency vehicle access. These documents will include two geographically separated points of vehicular access from the Site to an existing public roadway.

The developer will continue to work with staff to provide appropriate primary and secondary access to the Site with each phase of development. Primary access will be on 227th Avenue from Sun Valley Parkway to the property. Secondary geographically separated access will partially depend on timing between the various projects entitled in this region of Surprise, but will likely include the extension of Deer Valley Parkway from 227th Avenue east to 219th Avenue, which currently provides access to Sun Valley Parkway. Additionally, Desert Trails has the obligation to build Deer Valley Parkway from 219th Avenue to 195th Avenue with its first phase of development, ultimately connecting Deer Valley Parkway to Grand Avenue further to the east. While the Surprise 120 project does not control the timing of this extension, first phase plats have already been submitted to the City for Desert Trails, so it is likely this connection will be available at the time of Surprise 120's development, providing additional access options from the east.

Since it is unknown what surrounding roadway improvements will exist at the time of Surprise 120's development, the applicant requests the right to explore additional alternatives to the geographically separated secondary access points, and will coordinate with City staff on an acceptable route.

Construction Sequencing and Maintenance of Traffic Exhibit

During every phase of construction of this development the developer will ensure that traffic flow will be maintained on all existing arterial and collector roadways. A detailed description of how and when this will be accomplished will be provided during the platting process along with a Construction Sequencing and Maintenance of Traffic Exhibit.

Utilities & Services

Drainage: The Project will be developed to provide onsite retention for the 100-year, 2-hour storm event, including the adjacent portions of Deer Valley Road and 227th Avenue. Offsite flows that impact the site will be routed through the site to historical points of discharge such that no adjacent properties will experience adverse impacts due to the development.

Water & Sewer: Preliminary Water and Sewer Reports have been prepared and are included with the rezoning submittal package as a separate attachment.

Environmental Inventory Plan

Class 1 cultural and biological reports have been completed and included in the rezoning package as a separate attachment. A Native Plant Inventory will be provided in the Preliminary Plat stage as agreed to by Surprise staff.

4. CONCLUSION

The proposed rezoning application seeks to encourage future development consistent with the City's 2040 General Plan, current market demands for the area, and surrounding developments. The project shall establish appropriate buffers to ensure compatibility with existing residences, including a 150' perimeter buffer from the neighboring Rural Residential Overlay. The project team has coordinated with City staff regarding the regional transportation system in a rapidly growing area of the City of Surprise. The proposed development plan and zoning is designed to offer multiple lot sizes at a density permitted within the neighborhoods land use designation. The proposed project evaluated all the existing and proposed conditions of the site and surround area to ensure compatibility within this growing area of Surprise.

FIGURE 1: REGIONAL VICINITY MAP

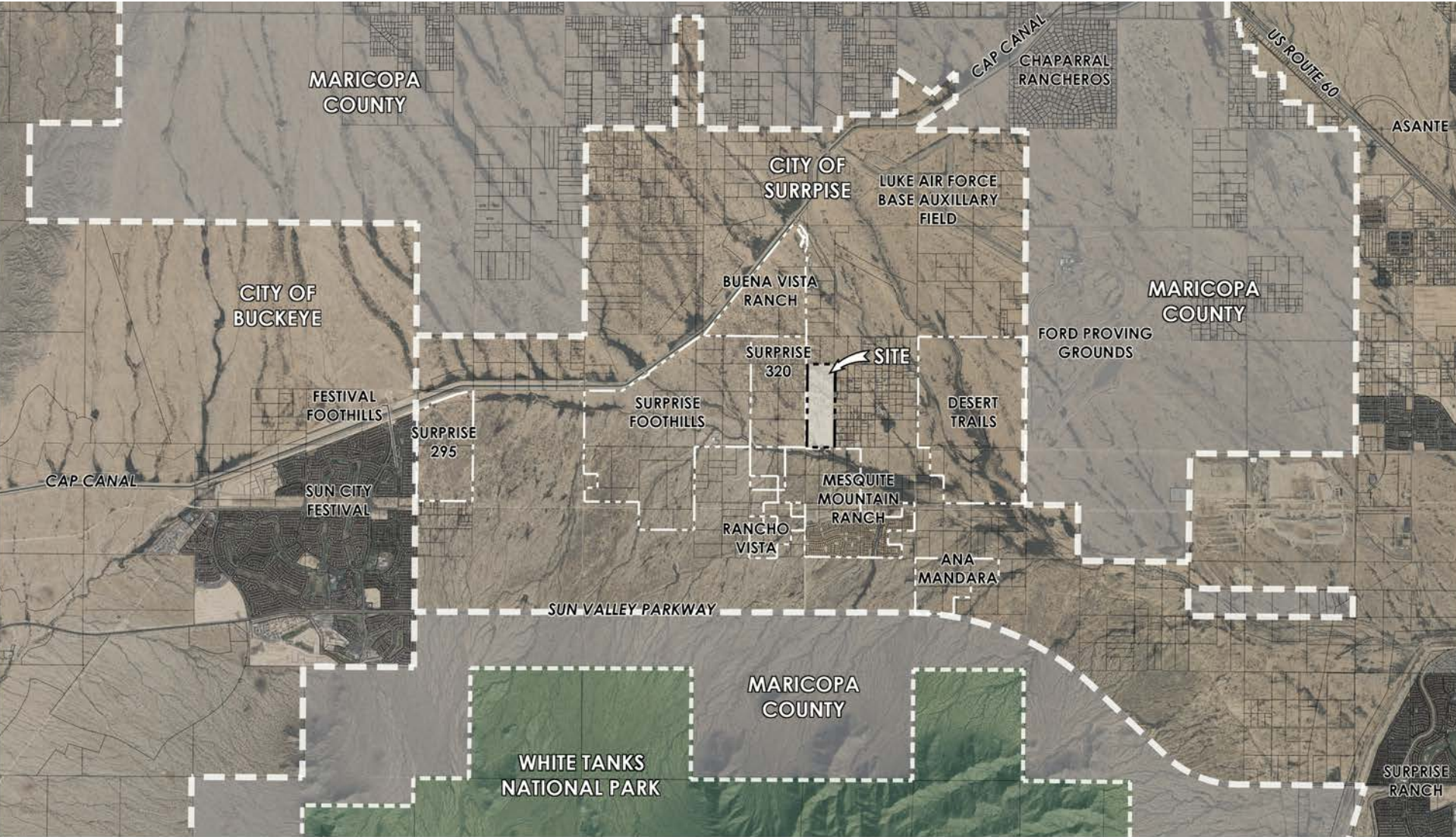


FIGURE 2: AERIAL PHOTOGRAPH OF SITE



FIGURE 3: EXISTING ZONING MAP

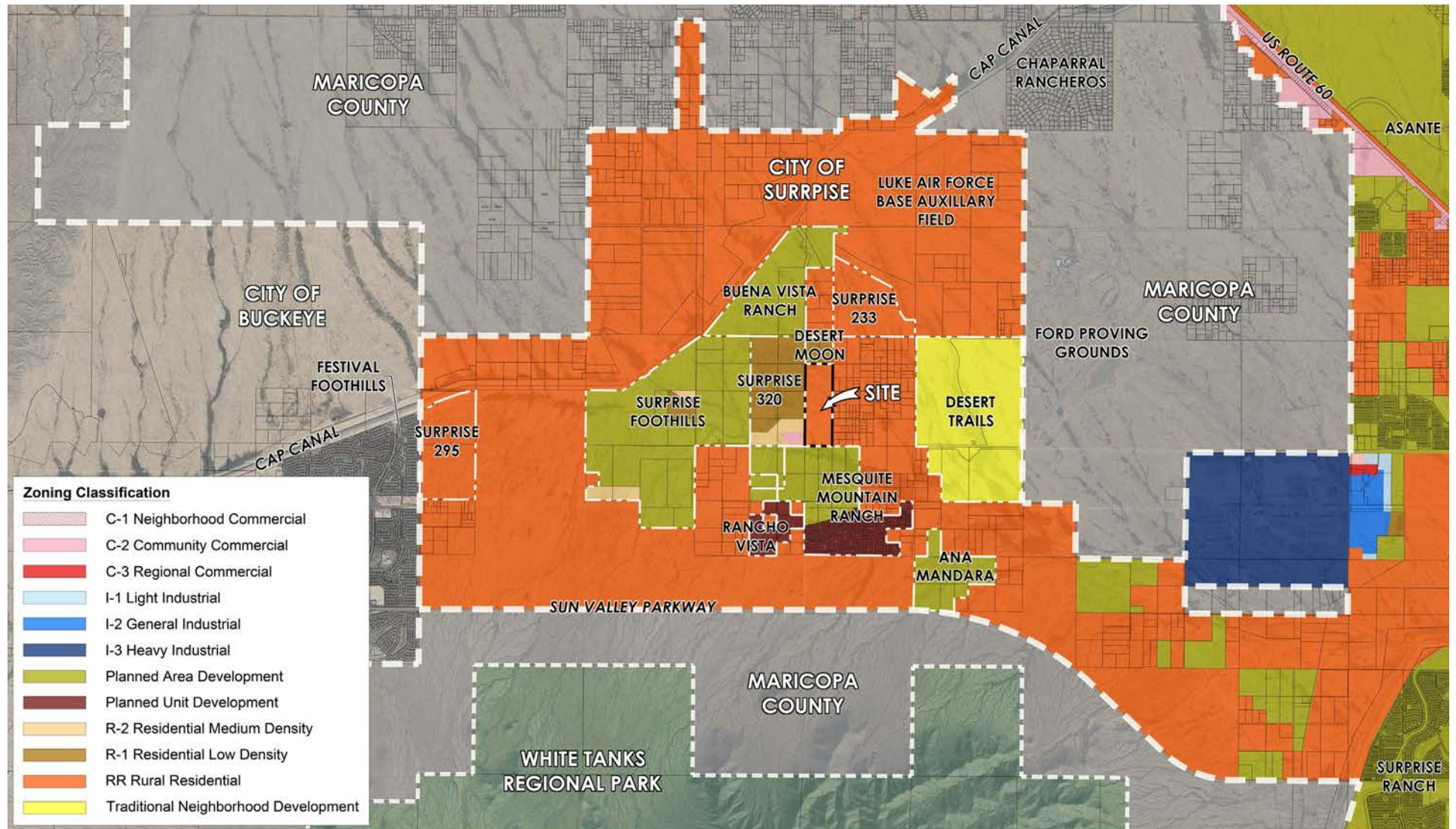


FIGURE 4: 2040 GENERAL PLAN LAND USE MAP

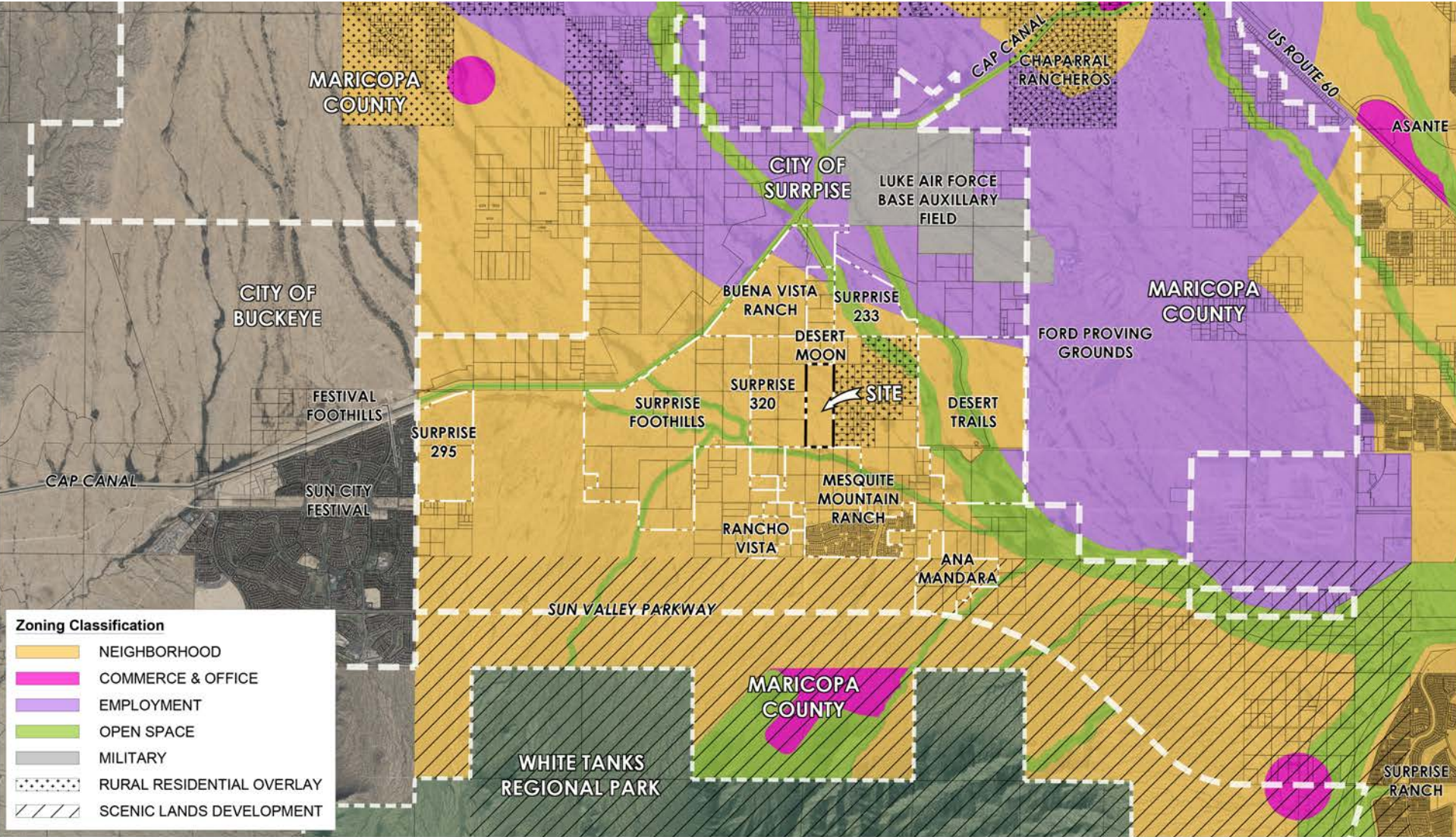


FIGURE 5: LUKE AIR FORCE BASE GRADUATED DENSITY ANALYSIS

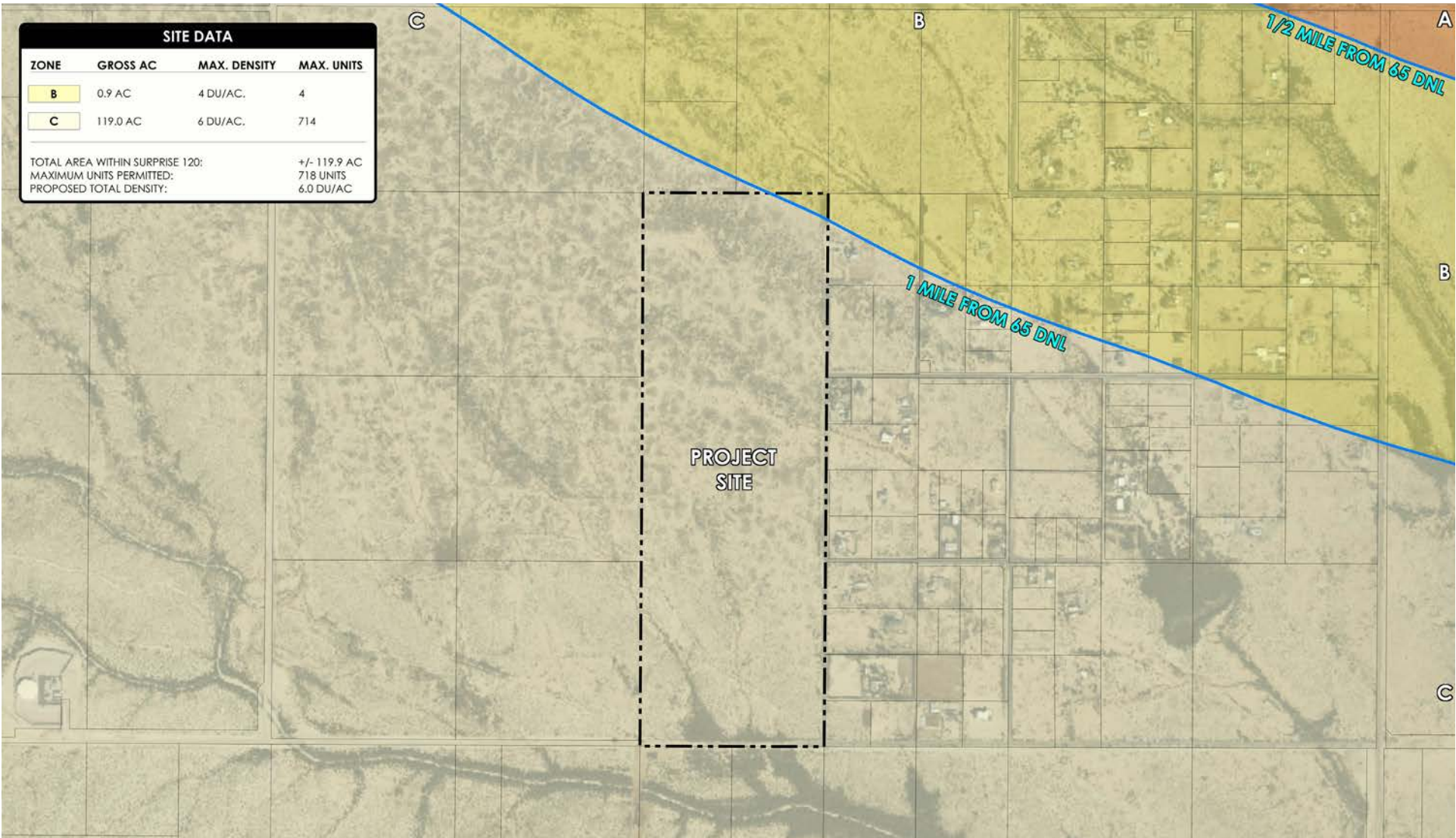


FIGURE 6: DEVELOPMENT & OPEN SPACE PLAN

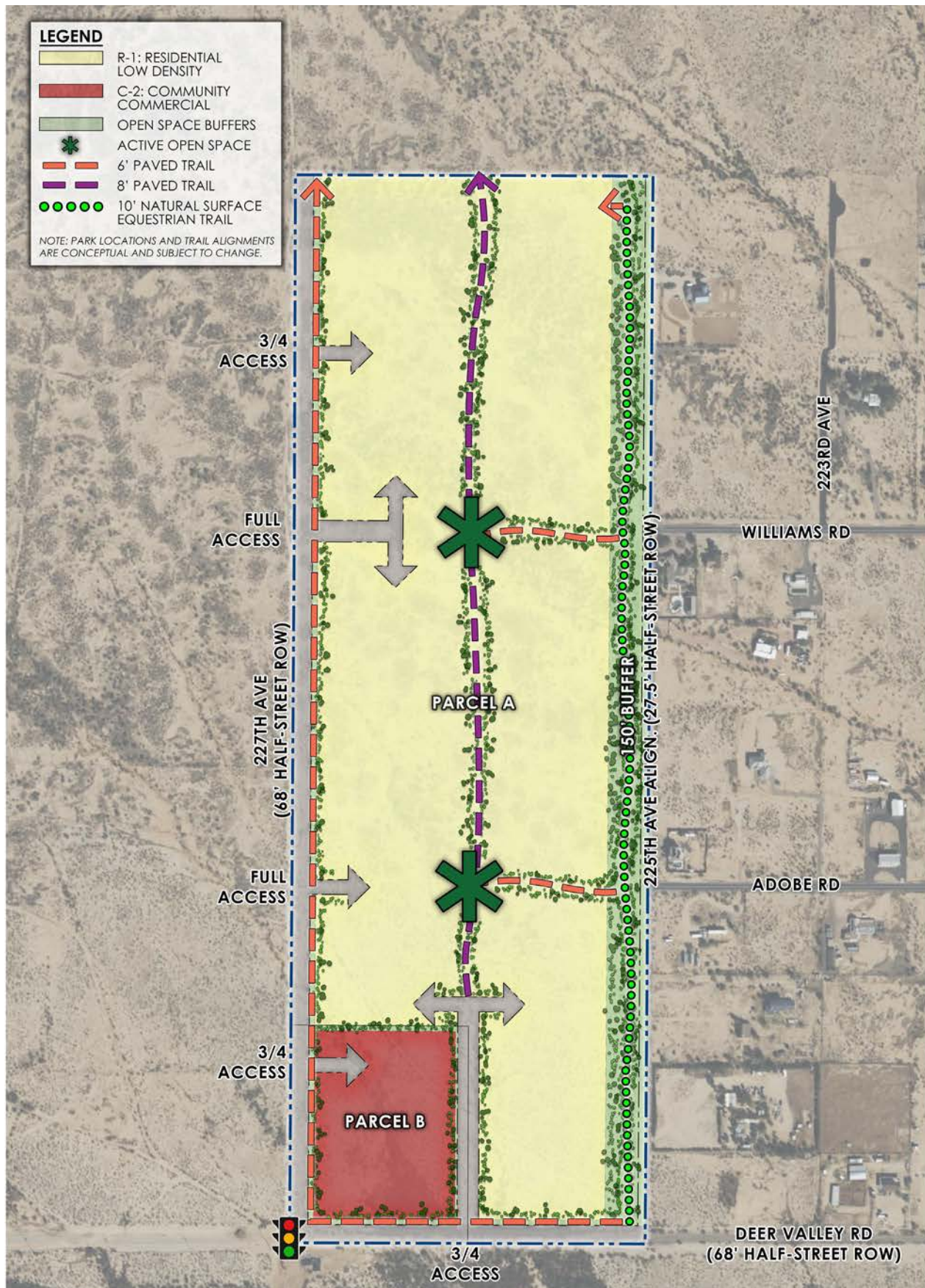
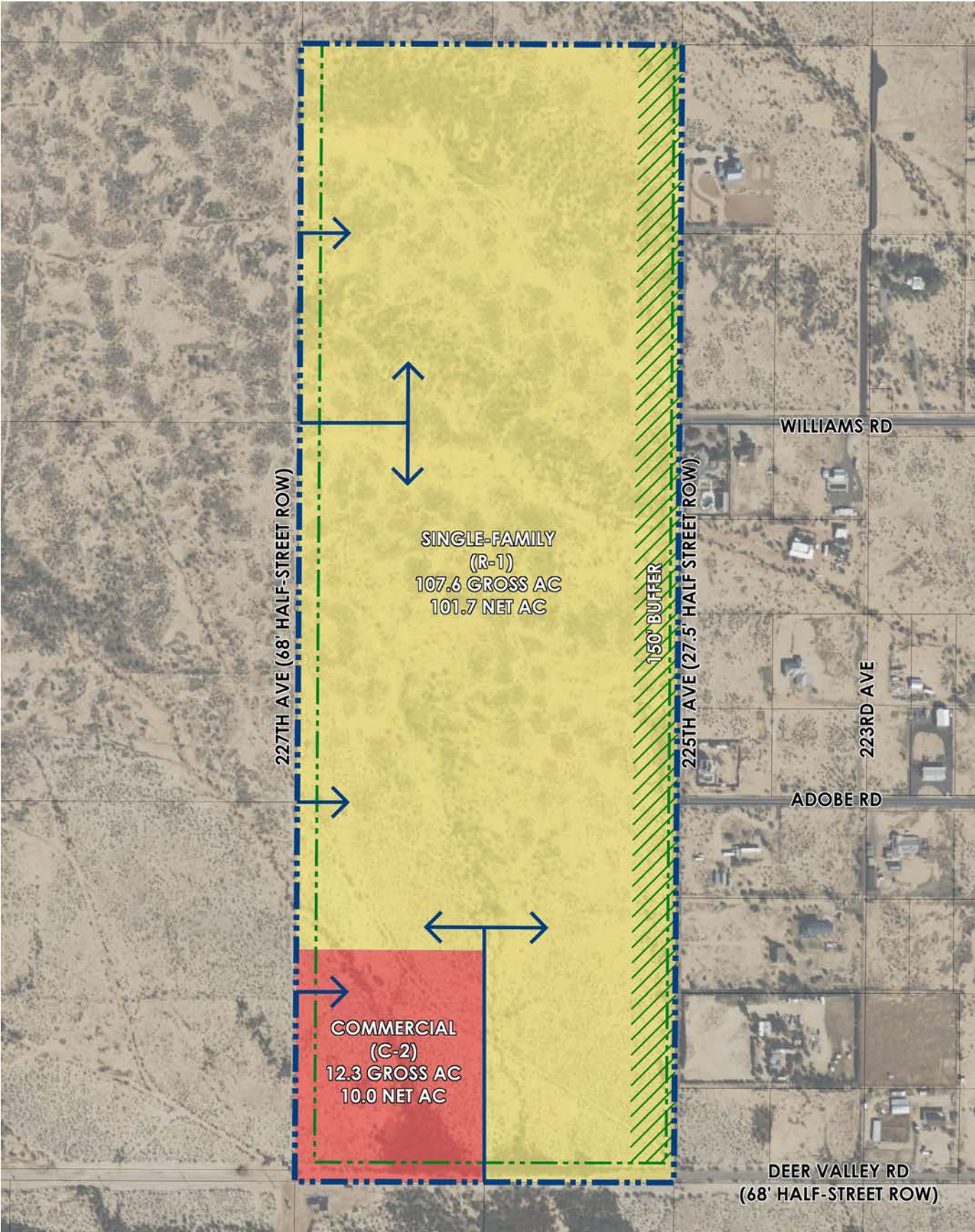


FIGURE 7: PROPOSED ZONING MAP



LEGEND

- PARKWAY
- MAJOR ARTERIAL
- MINOR ARTERIAL
- HIGH VOLUME COLLECTOR
- RESIDENTIAL COLLECTOR
- FUTURE TRAFFIC SIGNAL

NOTE: THE PROPOSED ROADWAYS' WIDTHS AND CLASSIFICATION ARE SUBJECT TO THE RECOMMENDATIONS OF THE REVISED TRAFFIC IMPACT ANALYSIS.

Map labels include: ASLD, SURPRISE 295 FS23-0350, FESTIVAL FOOTHILLS, SUN CITY FESTIVAL, BEARDSLEY ROAD, DEER VALLEY ROAD, DEER VALLEY PARKWAY, SURPRISE 320 FS22-0344, SURPRISE 120, SURPRISE 160, SURPRISE 233, SURPRISE 235, SURPRISE 247, SURPRISE 250, SURPRISE 256, SURPRISE 260, SURPRISE 267, SURPRISE 270, SURPRISE 275, SURPRISE 280, SURPRISE 285, SURPRISE 290, SURPRISE 295, SURPRISE 300, SURPRISE 305, SURPRISE 310, SURPRISE 315, SURPRISE 320, SURPRISE 325, SURPRISE 330, SURPRISE 335, SURPRISE 340, SURPRISE 345, SURPRISE 350, SURPRISE 355, SURPRISE 360, SURPRISE 365, SURPRISE 370, SURPRISE 375, SURPRISE 380, SURPRISE 385, SURPRISE 390, SURPRISE 395, SURPRISE 400, SURPRISE 405, SURPRISE 410, SURPRISE 415, SURPRISE 420, SURPRISE 425, SURPRISE 430, SURPRISE 435, SURPRISE 440, SURPRISE 445, SURPRISE 450, SURPRISE 455, SURPRISE 460, SURPRISE 465, SURPRISE 470, SURPRISE 475, SURPRISE 480, SURPRISE 485, SURPRISE 490, SURPRISE 495, SURPRISE 500, SURPRISE 505, SURPRISE 510, SURPRISE 515, SURPRISE 520, SURPRISE 525, SURPRISE 530, SURPRISE 535, SURPRISE 540, SURPRISE 545, SURPRISE 550, SURPRISE 555, SURPRISE 560, SURPRISE 565, SURPRISE 570, SURPRISE 575, SURPRISE 580, SURPRISE 585, SURPRISE 590, SURPRISE 595, SURPRISE 600, SURPRISE 605, SURPRISE 610, SURPRISE 615, SURPRISE 620, SURPRISE 625, SURPRISE 630, SURPRISE 635, SURPRISE 640, SURPRISE 645, SURPRISE 650, SURPRISE 655, SURPRISE 660, SURPRISE 665, SURPRISE 670, SURPRISE 675, SURPRISE 680, SURPRISE 685, SURPRISE 690, SURPRISE 695, SURPRISE 700, SURPRISE 705, SURPRISE 710, SURPRISE 715, SURPRISE 720, SURPRISE 725, SURPRISE 730, SURPRISE 735, SURPRISE 740, SURPRISE 745, SURPRISE 750, SURPRISE 755, SURPRISE 760, SURPRISE 765, SURPRISE 770, SURPRISE 775, SURPRISE 780, SURPRISE 785, SURPRISE 790, SURPRISE 795, SURPRISE 800, SURPRISE 805, SURPRISE 810, SURPRISE 815, SURPRISE 820, SURPRISE 825, SURPRISE 830, SURPRISE 835, SURPRISE 840, SURPRISE 845, SURPRISE 850, SURPRISE 855, SURPRISE 860, SURPRISE 865, SURPRISE 870, SURPRISE 875, SURPRISE 880, SURPRISE 885, SURPRISE 890, SURPRISE 895, SURPRISE 900, SURPRISE 905, SURPRISE 910, SURPRISE 915, SURPRISE 920, SURPRISE 925, SURPRISE 930, SURPRISE 935, SURPRISE 940, SURPRISE 945, SURPRISE 950, SURPRISE 955, SURPRISE 960, SURPRISE 965, SURPRISE 970, SURPRISE 975, SURPRISE 980, SURPRISE 985, SURPRISE 990, SURPRISE 995, SURPRISE 1000. The map also shows the Central Arizona Project Canal and the location of the project site (SITE).

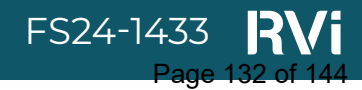


EXHIBIT D

227th Avenue & Sun Valley Parkway Traffic Signal Proportionate Share Calculation

227th / Sun Valley Parkway Traffic Signal Cost per Development	Percent Share	Cost
Existing/City	11.92%	\$138,308.60
Buena Vista Ranch	20.86%	\$242,086.00
Desert Moon	2.04%	\$23,720.55
Surprise 320	16.23%	\$188,329.31
Surprise 120 Parcel	6.13%	\$71,149.79
Mesquite Mountain Ranch Phase V	16.47%	\$191,063.10
Surprise 160	8.18%	\$94,882.20
Surprise Foothills	18.17%	\$210,810.46
Total	100.00%	\$1,160,350



City of Surprise
227th Ave & Sun Valley Parkway
Traffic Signal Improvements
ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST



LINE NO.	BID-ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
General Items						
	1000	Traffic Control	1	LS	\$20,000.00	\$20,000
	1001	AZPDES Permit, Plans and Notifications	1	LS	\$5,000.00	\$5,000
	1002	Construction Surveying and Layout	1	LS	\$12,000.00	\$12,000
	1003	Mobilization & Demobilization	1	LS	\$15,000.00	\$15,000
	1004	New Power Service (APS)	1	LS	\$300,000.00	\$300,000
					Sub-Total	\$352,000
Removals						
	2000	Sawcut and Remove Asphaltic Concrete Pavement	200	SY	\$10.00	\$2,000
	2001	Remove Concrete Gutter	700	LF	\$15.00	\$10,500
	2003	Remove Miscellaneous Signing	1	LS	\$5,000.00	\$5,000
					Sub-Total	\$17,500
Concrete/Paving						
	2201	Asphaltic Concrete Pavement (4" Thick) (C-3/4")	38	TON	\$200.00	\$7,600
	2300	Concrete Single Curb, H=6" (MAG Std Dtl 222, Type A)	700	LF	\$25.00	\$17,500
	2301	Concrete Valley Gutter, W=18" (MAG Std Dtl 240)	700	LF	\$30.00	\$21,000
					Sub-Total	\$46,100
Signing and Pavement Marking						
	3000	Miscellaneous Signing Work	1	LS	\$ 4,000.00	\$4,000
	3107	24" White Thermoplastic Traffic Stripe	220	LF	\$ 25.00	\$5,500
	3200	Miscellaneous Striping Work (Arrows Etc.)	1	LS	\$ 2,000.00	\$2,000
					Sub-Total	\$11,500
Signals						
	6000	Metered Service Pedestal w/Foundation (Tesco Cat. No. 26-000)	1	EA	\$18,000.00	\$18,000.00
	6001	Control Cabinet (RS 77) w/Controller and Foundation (Econolite Cobalt TS-2, Type 1)	1	EA	\$100,000.00	\$100,000.00
	6002	UPS Battery Backup and Foundation (Tesco Model #22-000BBS)	1	EA	\$24,000.00	\$24,000.00
	6003	Electrical Conduit (2 inch) (with 1/4 inch Pull Rope) (Trench Installation)	90	LF	\$30.00	\$2,700.00
	6004	Electrical Conduit (2 1/2 inch) (with 1/4 inch Pull Rope) (Trench Installation)	50	LF	\$35.00	\$1,750.00
	6005	Electrical Conduit (2-3 inch) (with 1/4 inch Pull Rope) (Trench Installation)	100	LF	\$40.00	\$4,000.00
	6006	Electrical Conduit (2-3 inch) (with 1/4 inch Pull Rope) (Bore Installation)	400	LF	\$85.00	\$34,000.00
	6007	Pull Box (No. 7 w/Extensions)	1	EA	\$1,800.00	\$1,800.00
	6008	Pull Box (No. 7)	3	EA	\$1,000.00	\$3,000.00
	6009	Pull Box (No. 9, Vault)	1	EA	\$12,000.00	\$12,000.00
	6010	Traffic Signal Face (Type F, LED)	7	EA	\$1,600.00	\$11,200.00
	6011	Traffic Signal Face (Type R, LED)	4	EA	\$1,600.00	\$6,400.00
	6012	Traffic Signal Face (Type Q, LED)	2	EA	\$2,200.00	\$4,400.00
	6013	Miscellaneous Traffic Signal Mounting Assemblies	1	LS	\$10,000.00	\$10,000.00
	6014	Pole Foundation, Type A (16')	1	EA	\$4,000.00	\$4,000.00
	6015	Pole Foundation, Type Q	1	EA	\$20,000.00	\$20,000.00
	6016	Pole Foundation, Type R	2	EA	\$25,000.00	\$50,000.00
	6017	Type A Pole	1	EA	\$5,000.00	\$5,000.00
	6018	Type Q Pole	1	EA	\$22,000.00	\$22,000.00
	6019	Type R Pole	2	EA	\$30,000.00	\$60,000.00
	6020	Luminaire Mast Arm (20')	3	EA	\$8,000.00	\$24,000.00
	6021	Mast Arm (40')	1	EA	\$40,000.00	\$40,000.00
	6022	Mast Arm (55')	2	EA	\$50,000.00	\$100,000.00
	6023	Luminaire (Horizontal Mount) (LED) (GE Evolve)	3	EA	\$2,000.00	\$6,000.00
	6024	Metro Street Name Sign	3	EA	\$2,000.00	\$6,000.00
	6025	High Definition Pan/Tilt/Zoom Camera	1	EA	\$13,000.00	\$13,000.00
	6026	Electrical Conductors	1	LS	\$75,000.00	\$75,000.00
	6027	Emergency Vehicle Detection System (Tomar)	1	EA	\$20,000.00	\$20,000.00
	6028	Video Detection System (Econolite Vision)	1	EA	\$55,000.00	\$55,000.00
					Sub-Total	\$733,250
TOTAL						\$1,160,350

EXHIBIT E

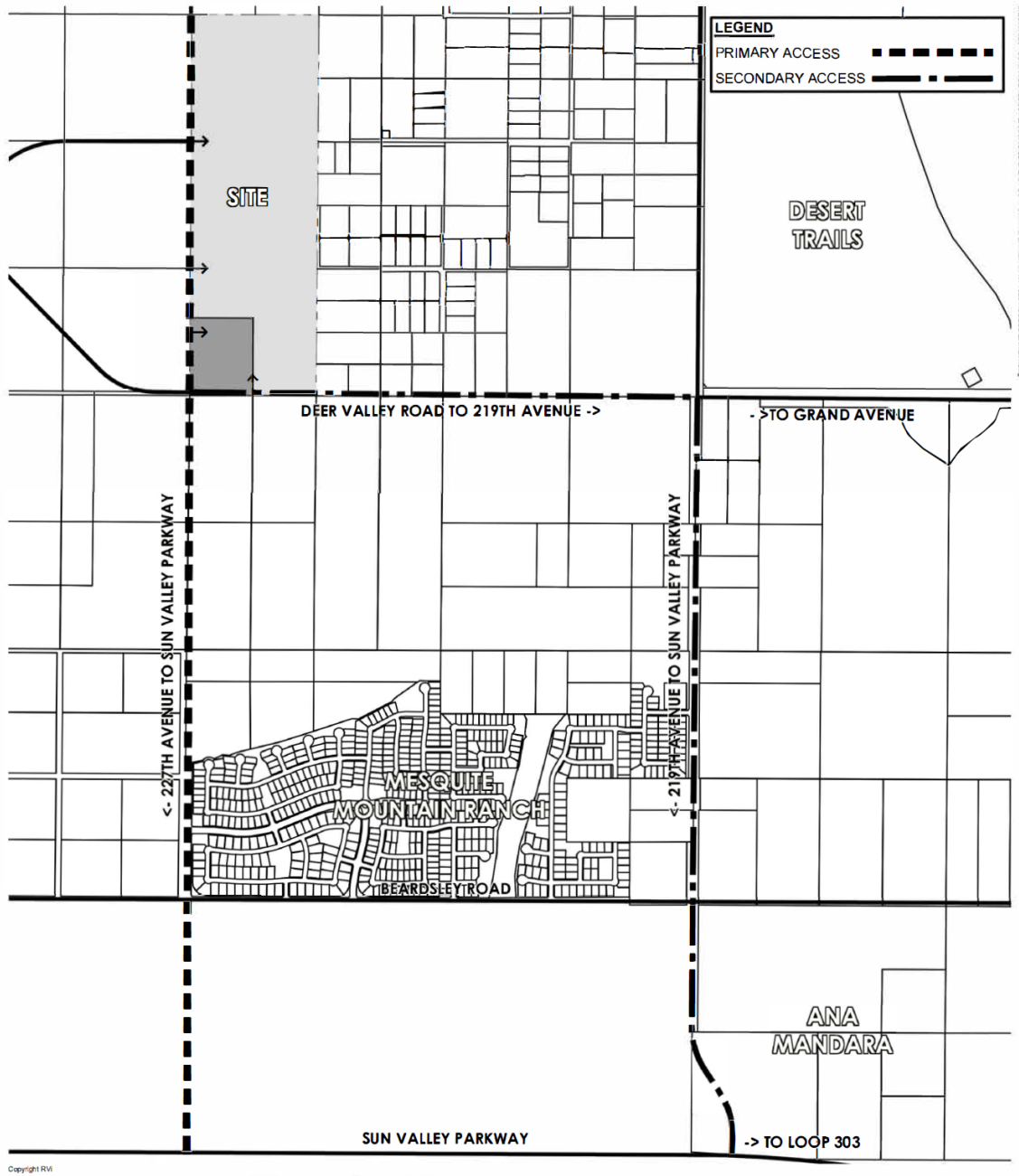
219th Avenue & Sun Valley Parkway Traffic Signal Proportionate Share Calculation

219th / Sun Valley Parkway Traffic Signal Cost per Development	Percent Share	Cost
Existing/City	32.50%	\$385,888.75
Surprise 120 Parcel	7.50%	\$89,051.25
Mesquite Mountain Ranch Phase V	10.00%	\$118,735.00
Surprise 233	10.00%	\$118,735.00
Ana Mandara	40.00%	\$474,940.00
Total	100.00%	\$1,187,350

 SURPRISE ARIZONA City of Surprise 219th Ave & Sun Valley Parkway Traffic Signal Improvements  MARICOPA COUNTY ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST						
LINE NO.	BID-ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
General Items						
	1000	Traffic Control	1	LS	\$20,000.00	\$20,000
	1001	AZPDES Permit, Plans and Notifications	1	LS	\$5,000.00	\$5,000
	1002	Construction Surveying and Layout	1	LS	\$12,000.00	\$12,000
	1003	Mobilization & Demobilization	1	LS	\$15,000.00	\$15,000
	1004	New Power Service (APS)	1	LS	\$300,000.00	\$300,000
					Sub-Total	\$352,000
Removals						
	2000	Sawcut and Remove Asphaltic Concrete Pavement	200	SY	\$10.00	\$2,000
	2001	Remove Concrete Gutter	700	LF	\$15.00	\$10,500
	2002	Remove Cattleguard	1	EA	\$50,000.00	\$50,000
	2003	Remove Miscellaneous Signing	1	LS	\$5,000.00	\$5,000
					Sub-Total	\$67,500
Concrete/Paving						
	2201	Asphaltic Concrete Pavement (4" Thick) (C-3/4")	38	TON	\$200.00	\$7,600
	2300	Concrete Single Curb, H=6" (MAG Std Dtl 222, Type A)	700	LF	\$25.00	\$17,500
	2301	Concrete Valley Gutter, W=18" (MAG Std Dtl 240)	700	LF	\$30.00	\$21,000
					Sub-Total	\$46,100
Signing and Pavement Marking						
	3000	Miscellaneous Signing Work	1	LS	\$ 4,000.00	\$4,000
	3107	24" White Thermoplastic Traffic Stripe	220	LF	\$ 25.00	\$5,500
	3200	Miscellaneous Striping Work (Arrows Etc.)	1	LS	\$ 2,000.00	\$2,000
					Sub-Total	\$11,500
Signals						
	6000	Metered Service Pedestal w/Foundation (Tesco Cat. No. 26-000)	1	EA	\$18,000.00	\$18,000.00
	6001	Control Cabinet (RS 77) w/Controller and Foundation (Econolite Cobalt TS-2, Type 1)	1	EA	\$100,000.00	\$100,000.00
	6002	UPS Battery Backup and Foundation (Tesco Model #22-000BBS)	1	EA	\$24,000.00	\$24,000.00
	6003	Electrical Conduit (2 inch) (with 1/4 inch Pull Rope) (Trench Installation)	90	LF	\$30.00	\$2,700.00
	6004	Electrical Conduit (2 1/2 inch) (with 1/4 inch Pull Rope) (Trench Installation)	50	LF	\$35.00	\$1,750.00
	6005	Electrical Conduit (2-3 inch) (with 1/4 inch Pull Rope) (Trench Installation)	100	LF	\$40.00	\$4,000.00
	6006	Electrical Conduit (2-3 inch) (with 1/4 inch Pull Rope) (Bore Installation)	400	LF	\$85.00	\$34,000.00
	6007	Pull Box (No. 7 w/Extensions)	1	EA	\$1,800.00	\$1,800.00
	6008	Pull Box (No. 7)	3	EA	\$1,000.00	\$3,000.00
	6009	Pull Box (No. 9, Vault)	1	EA	\$12,000.00	\$12,000.00
	6010	Traffic Signal Face (Type F, LED)	7	EA	\$1,600.00	\$11,200.00
	6011	Traffic Signal Face (Type R, LED)	4	EA	\$1,600.00	\$6,400.00
	6012	Traffic Signal Face (Type Q, LED)	2	EA	\$2,200.00	\$4,400.00
	6013	Miscellaneous Traffic Signal Mounting Assemblies	1	LS	\$10,000.00	\$10,000.00
	6014	Pole Foundation, Type A (16')	1	EA	\$4,000.00	\$4,000.00
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	6016	Pole Foundation, Type R	1	EA	\$25,000.00	\$25,000.00
	6017	Type A Pole	1	EA	\$5,000.00	\$5,000.00
	6018	Type Q Pole	2	EA	\$22,000.00	\$44,000.00
	6019	Type R Pole	1	EA	\$30,000.00	\$30,000.00
	6020	Luminaire Mast Arm (20')	3	EA	\$8,000.00	\$24,000.00
	6021	Mast Arm (40')	2	EA	\$40,000.00	\$80,000.00
	6022	Mast Arm (55')	1	EA	\$50,000.00	\$50,000.00
	6023	Luminaire (Horizontal Mount) (LED) (GE Evolve)	3	EA	\$2,000.00	\$6,000.00
	6024	Metro Street Name Sign	3	EA	\$2,000.00	\$6,000.00
	6025	High Definition Pan/Tilt/Zoom Camera	1	EA	\$13,000.00	\$13,000.00
	6026	Electrical Conductors	1	LS	\$75,000.00	\$75,000.00
	6027	Emergency Vehicle Detection System (Tomar)	1	EA	\$20,000.00	\$20,000.00
	6028	Video Detection System (Econolite Vision)	1	EA	\$55,000.00	\$55,000.00
					Sub-Total	\$710,250
TOTAL						\$1,187,350

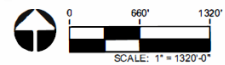
EXHIBIT F

Depiction of Ingress and Egress



SURPRISE 120 • EXHIBIT E: REGIONAL TWO POINTS OF ACCESS

SURPRISE, AZ
 2025-09-18
 # 23007326
 AZ REALTY LAND HOLDINGS



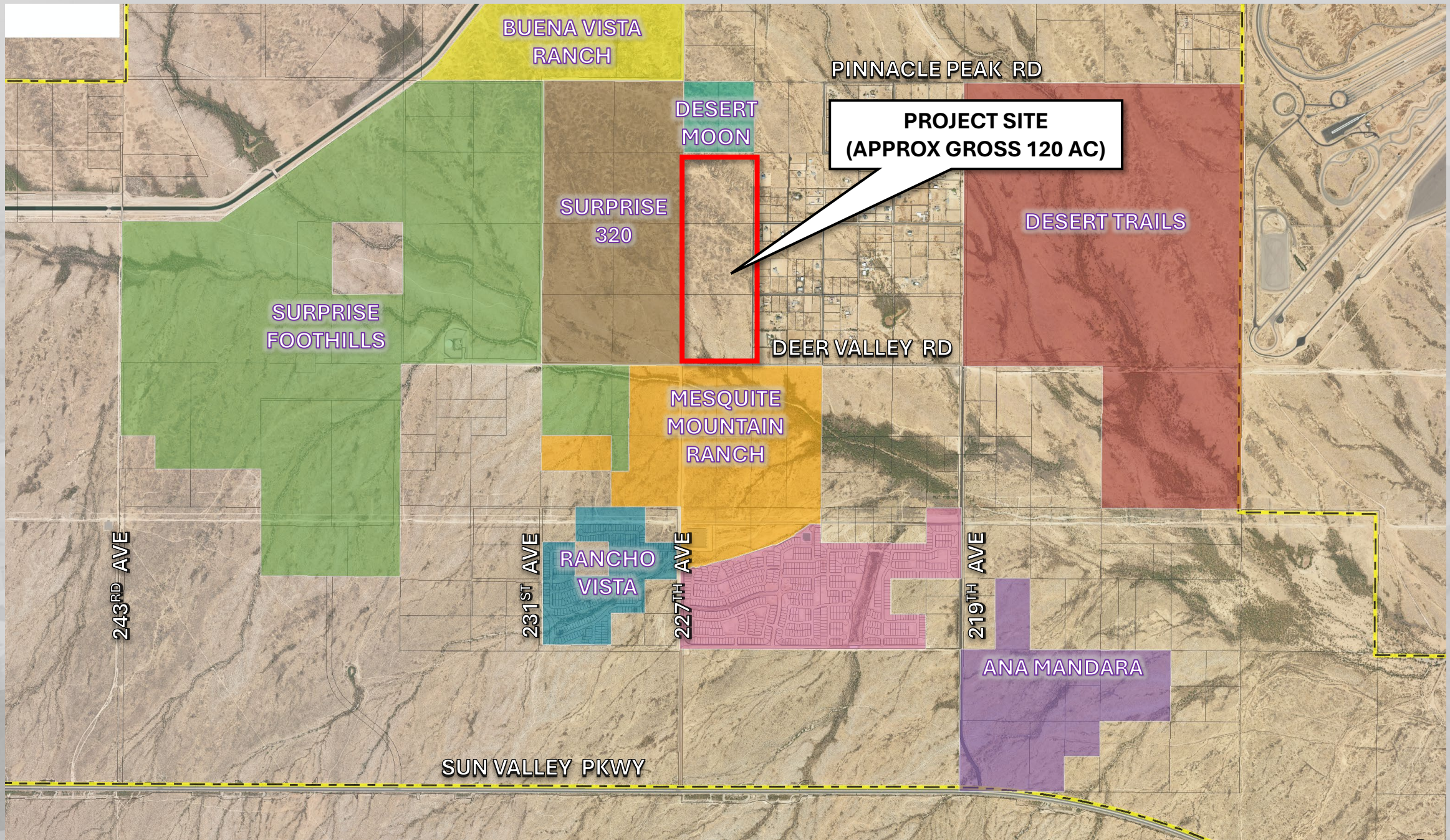
Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

Resolution 2025-136

Surprise 120

Development Agreement

City Council
December 16, 2025



VICINITY MAP

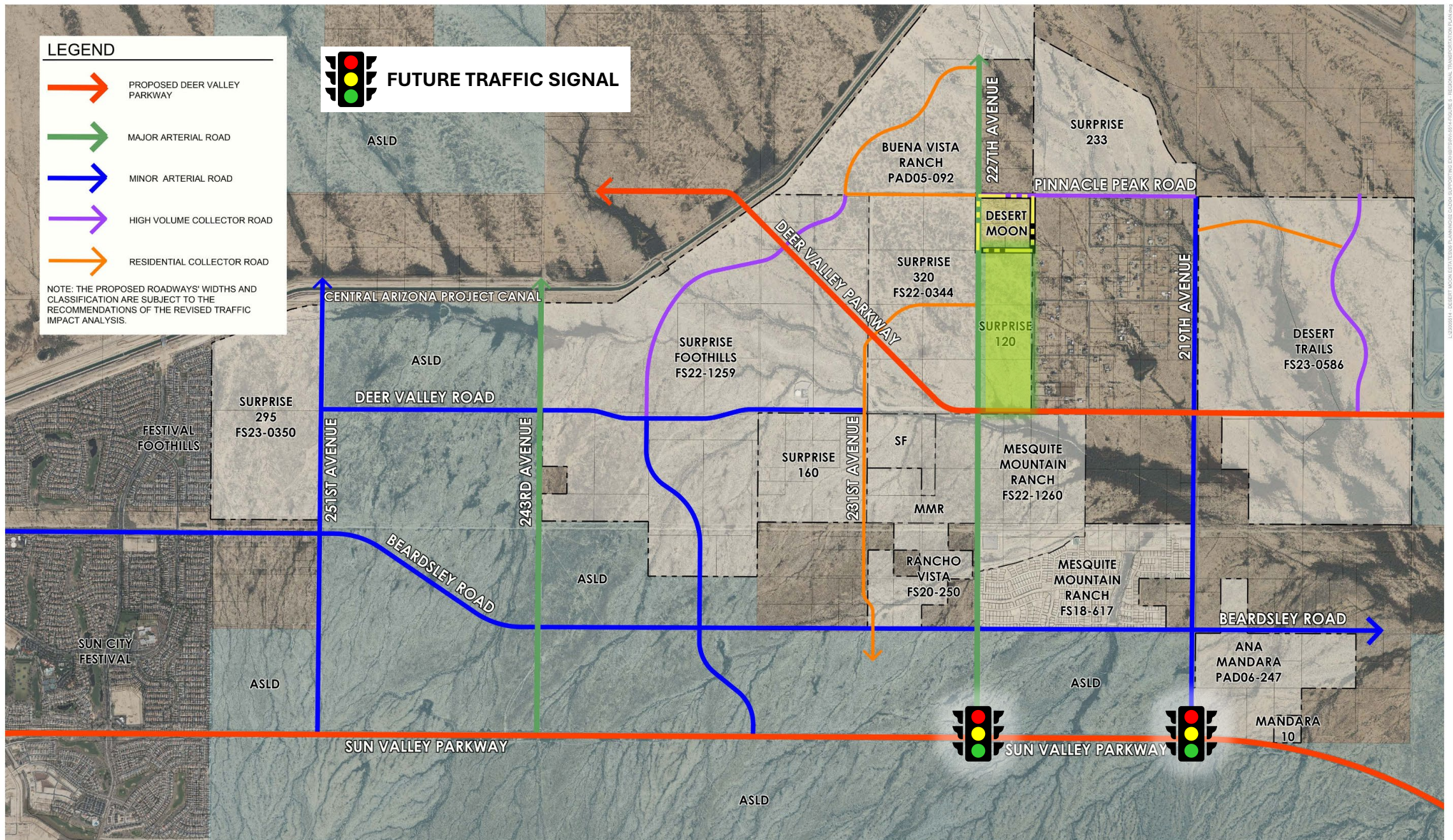
Owner's Obligations

- **Contribute proportionate share to two traffic signals**
 - 227th Ave & Sun Valley Parkway \$71,149.79
 - 219th Ave & Sun Valley Parkway \$89,051.25
- **True up**
 - Should actual cost exceed preliminary estimates, Owner shall pay City the proportionate share of actual construction costs
- **Contribute proportionate share to acquire or construct SPA 3 Recharge Basin**
 - Pay Water Resource Development Impact Fee
 - OR if recharge basin is needed prior to property development
 - Pay proportionate share based on acreage prior to final plat, site plan or permit approval

Owner's Obligations



- **Wastewater Improvements**
 - Secure wastewater treatment capacity in SPA 3 WRF
OR if capacity is unavailable
 - Participate in the expansion of SPA 3 WRF
- **Acquire necessary Rights-of-Way and/or Easements**



LEGEND

- PROPOSED DEER VALLEY PARKWAY
- MAJOR ARTERIAL ROAD
- MINOR ARTERIAL ROAD
- HIGH VOLUME COLLECTOR ROAD
- RESIDENTIAL COLLECTOR ROAD

NOTE: THE PROPOSED ROADWAYS' WIDTHS AND CLASSIFICATION ARE SUBJECT TO THE RECOMMENDATIONS OF THE REVISED TRAFFIC IMPACT ANALYSIS.



FUTURE TRAFFIC SIGNAL

TRAFFIC SIGNALS

Questions or Comments?

THANK YOU



SURPRISE

ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 16, 2025
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

Presentation and discussion pertaining to the FY2026 Financial Status Report through September 2025.

Motion:

None; discussion only

Background:

This update will review financial activity through September 2025.

Objective Analysis:

Comparison of current financial activity to the plan laid out in the budget helps the city determine its current financial position, allowing for better short- and long-term financial planning as the current fiscal year is underway and planning for the next fiscal year's budget begins.

Policy Compliant:

This item is compliant with the city's Comprehensive Financial Management Policies.

Financial Impact:

The presentation provides an update of unaudited revenue and expenditures of the General Fund for fiscal year 2026 through September 2025.

Budget Impact:

This item does not amend the current fiscal year budget. There will be discussion of the city's financial performance through September 2025.

FTE Impact:

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

ATTACHMENTS:
