



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
 Tuesday, May 5, 2026 @ 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

- Community Championship - Shadow Ridge High School Cheer
- Mayoral Proclamation | Youth Week
- Mayoral Proclamation | Small Business Week
- Mayoral Proclamation | Economic Development Week

E. City Manager Report

6. Citywide City Court Academy Presentation City Manager Office

F. City Clerk Report

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|---|---|
| 1. | Citywide | Consideration and action to approve the minutes of the April 21, 2026, Regular City Council Meeting. | Kristi Passarelli
City Clerk |
| 2. | District 4 | Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-COMRCEPRKWEST196 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution 2026-51. | Kristin Tytler
Public Works |
| 3. | District 1 | Consideration and action on Resolution 2026-27, a resolution of the Mayor and Council of the City of Surprise, Arizona, ordering the work for the proposed street lighting improvements as described in Resolution 2026-26 to establish the City of Surprise, Arizona Desert Oasis Par 14B 102 Lighting Improvement District. | Kristin Tytler
Public Works |
| 4. | Citywide | Consideration and action pertaining to Amendment No. 2 to the Intergovernmental Agreement with Maricopa County for Workforce Development Services; Resolution 2026-53. | Seth Dyson
Human Svcs and
Comm Vitality |
| 5. | Citywide | Consideration and action pertaining to authorizing acceptance of a grant award and Memorandum of Understanding (MOU) from the Governor’s Office of Highway Safety and approval of a Fiscal Year 2026 budget amendment moving budget authority in the | Evan Becher
Police |

amount of \$6,000 for overtime expenses. Resolution 2026-58.

- | | | | |
|--|------------|---|---|
| 6. | Citywide | Consideration and action pertaining to the acceptance of an Educational Services Agreement with Maricopa County Community College District (MCCCD), on behalf of Glendale Community College, Public Safety Sciences, for the delivery of credit courses; and providing related matters within the State of Arizona. Resolution 2026-59. | Evan Becher
Police |
| 7. | District 1 | Resolution 2026-74 – Assignment and Assumption of Pre-Annexation Development Agreement and Addendum (Route 14 Investment Partners LLC to Waymo LLC) | Jeanine Jerkovic
Economic
Development |
| 8. | District 1 | Resolution 2026-75 – Assignment and Assumption of Development Agreement (Route 14 Investment Partners LLC to Waymo LLC) | Jeanine Jerkovic
Economic
Development |
| <p>REGULAR AGENDA ITEM - PUBLIC HEARING:</p> | | | |
| 9. | District 5 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 375118, requested by Tonja Suzette Curtis, for Graze Craze located at 15278 W Bell Road #102, Surprise, AZ 85374 for a new Series 10 Liquor License. | Kristi Passarelli
City Clerk |
| <p>REGULAR AGENDA ITEM - NON-PUBLIC HEARING:</p> | | | |
| 10. | Citywide | Consideration and action pertaining to adoption of the tentative expenditure limitation budget for FY2027; directing publication of said tentative budget; and setting a public hearing for June 2, 2026, at 5:45 pm at the City of Surprise Council Chambers, 16000 N. Civic Center Plaza, Surprise, Arizona; Resolution 2026-65. | Sandy Simmons
Finance |
| 11. | Citywide | Discussion and possible action related to a letter to the Department of Homeland Security (DHS). | City Manager Office |

H. Call To The Public

INSTRUCTIONS:

In order to address the City Council, you will need to fill out a Public Comment Form available at the entrance, and turn it in to the City Clerk before the meeting begins.

You may also fill out the [Public Comment Form online](#). If submitting the online form the City Clerk must receive the request at least one hour before the meeting start time.

In accordance with A.R.S. 38-431.01(l) - During this time, members of the public may address City Council only on issues within the jurisdiction of the City Council. 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.

Councilmembers may not discuss or respond to matters raised during the call to the public that are not specifically identified on the agenda.

Each speaker shall be limited to three (3) minutes per item. If several speakers desire to speak regarding a single topic, the Chair may limit the number of speakers or the time given to each group. A

maximum time of 30 minutes will be given per topic. However, an equal amount of time will be given to each side of an issue.

- 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: Posted Thursday, April 30, 2026 @ 4:30 PM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Community Championship - Shadow Ridge High School Cheer

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Mayoral Proclamation | Youth Week

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Mayoral Proclamation | Small Business Week

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Mayoral Proclamation | Economic Development Week

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

City Court Academy Presentation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action to approve the minutes of the April 21, 2026, Regular City Council Meeting.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 042126 Regular Meeting Minutes
-



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, April 21, 2026 @ 6:00 PM
COUNCIL CHAMBERS
Amended on 4/17/26*

A. Call To Order

Mayor Sartor called the Regular Council Meeting of April 21st, 2026 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Rosita Ruiz, led in the Invocation.

B. Roll Call

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

C. Pledge of Allegiance

Willow Canyon Cheer team led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

3. Community Championship - Willow Canyon State Championship

Mayor Sartor recognized the Willow Canyon Cheer Team State Championship.

Mayor Sartor proclaimed it was Month of the Military Child.

E. City Manager Report

City Manger, Andrea Davis, Introduced Ashley Ware.

Librarian, Ashley Ware, talked about the essay contest.

City Manger, Andrea Davis, Introduced the Youth Council Members.

Madeline Mize - Paradise Honors

Anaya Hoo - Shadow Ridge High School

4. Dysart's America 250 contest

F. City Clerk Report

5. Reports

1. Consideration and action to approve the recommendation for appointment of Patrick Campbell to the Parks & Recreation and Advisory Commission, Term Expiration June 30, 2027.

City Clerk, Kristi Passarelli, introduced this item. Councilmember Haney talked about the quality of the candidates applying.

Motion: To Appoint

Initiated By: Johnny Melton

Seconded By: Nick Haney

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

Vote Result: Passed

2. Consideration and action to approve the recommendation for appointment of Kurwin Forest to the Arts & Cultural Advisory Commission, Term Expiration June 30, 2029.

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

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

Vote Result: Passed

2. Mayoral Proclamation National Crime Victims' Rights Week
Mayor Sartor, proclaimed that it was National Crime Victims' Rights Week.
- G. Regular City Council Meeting Agenda

6. CONSENT AGENDA:

Mayor Sartor pulled item six

Motion: To Approve (excluding item 6)
Initiated By: Nick Haney
Seconded By: Patrick Duffy

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

Vote Result: Passed

3. Consideration and action to approve the minutes of the April 7, 2026, City Council Work Session, Regular City Council Meeting, and Executive Session.
4. Consideration and action pertaining to approval of the Intergovernmental Agreement (IGA) between the City of Surprise, the Arizona Fire & Medical Authority, the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for use of Fire Apparatus; Resolution 2026-42
5. Consideration and action pertaining to approval of an amendment to the Intergovernmental Agreement with Maricopa County, an amendment to the Fiscal Year 2026 Contract Awarding Authority List, and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$27,300 to provide Community Action Program (CAP) services; Resolution 2026-44.
6. Consideration and Action on accepting a Drainage Easement from Asante Phase 2 Community Association, Tract C.

7. Consideration and action to amend the FY2026 budget by increasing the Police Department's sponsorships and donations budgets by \$5,000 and \$700 respectively, to allow acceptance and expenditure of funds received in excess of the FY2026 adopted budget; Resolution 2026-55.

7. REGULAR AGENDA ITEM - PUBLIC HEARING:

8. Consideration and action vacating approximately 116,140 square feet of right of way, generally located along the south side of Jomax Road west of 173rd Avenue; Resolution 2026-43

City Manager, Andrea Davis, presented this item. She talked about the Vicinity Map, and Exhibits.

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

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

Vote Result: Passed

8. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

9. Consideration and action to edit City Code Section 2-61, permitting two or more council members to place an item on the agenda no less than twenty-four hours before the meeting; Ordinance 2026-05

City Attorney, Jeff Murray, presented this item. He talked about the Previous Version of the Code, Suggested Amendment, and Ordinance 2024-28.

Councilmember Judd, talked about the reasoning why he wants the change.

Councilmember Hastings, talked about why he liked this item. He also talked about the history of this item.

Mayor Sartor, asked if there was staff work comparing to other cities. Jeff said they went based on what was requested. Mayor Sartor said he would like to see three councilmembers. Councilmember Hastings, said that he was worried about meeting law if it's too many members requesting an item being added.

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

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

Vote Result: Passed

10. * Staff update regarding the proposed DHS facility.

City Manager, Andrea Davis, came to present this item. She talked about the meetings with DHS, Water Updates, tours, potential timelines, and the fluid nature at DHS.

Councilmember Judd asked if there was regular talks with DHS and if there were topics still not answered? Andrea said they have a few things in the pipeline and that they have weekly updates with them. Councilmember Judd talked about how frustrated with the situation. He talked about what he would like to do, and the reality of what the City was facing. Attorney Jeff Murray, warned Councilmember Duffy to be careful about what he could talk about due to attorney client privilege. Councilmember Judd asked to go into executive session.

Councilmember Melton, asked if DHS was still committed to providing design drawings to the City? Andrea said as far as she was aware they were.

Councilmember Hastings, asked about the reasons to go into executive sessions.

Motion: To Enter Executive Session

Initiated By: Chris Judd

Seconded By: Patrick Duffy

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

No: None

Abstain: None

Vote Result: Passed

Meeting went into Executive Session at 6:44 PM

Meeting reconvened at 6:57 PM

H. Call To The Public

Mary Becker, came to talk about Mosques in Surprise.

Alex Christ, came to talk about the overtime by public safety, and recent events in the City.

Ariane Redding, came to talk about the DHS facility.

Lynne Gehling, came to talk about open meeting law.

Kai Newkirk, came to talk about the DHS facility.

Steven Iles, came to talk about the DHS facility.

Amanda Kaminskas, came to talk about the DHS facility.

Penny Alt-Gehrman, came to talk about the DHS facility.

Jennifer McCann, came to talk about the DHS facility.

Ava Lucero, came to talk about the DHS facility.

Kayla Bishop, came to talk about the DHS facility.

Yvonne Valenzuela, came to talk about the DHS facility.

Brittney Bishop, came to talk about the DHS facility.

Greg Gehrman, came to talk about the DHS facility.

Natalie Lopez, came to talk about the DHS facility.

I. Other Business and Future Agenda Items

Councilmember Judd moved to have an item to create a letter to send to DHS requesting them to follow state and local zoning ordinances. Mayor Sartor seconded the motion.

J. City Council Reports

K. Executive Session

9. Executive Session Items

10. Executive Disclaimer - Part 1

11. Executive Disclaimer - Part 2

12. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn
Initiated By: Kevin Sartor
Seconded By: None

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

Vote Result: Passed

Meeting Adjourned at 7:45 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, April 21, 2026.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 4

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

Agenda Wording:

Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-COMRCEPRKWEST196 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution 2026-51.

Motion:

I move to approve Resolution No. 2026-51.

Background:

SU-COMRCEPRKWEST196 was formed on April 20, 2021 (Resolution 2021-48). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgagees and other lien holders. One (1) existing streetlight is proposed within this enlargement, which is a local road, and will be billed to the SU-COMRCEPRKWEST196 SLID.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:

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

consistent with these objectives.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution-SLID Enlargement - SU-COMRCEPRKWEST196
 2. 02 SLID Petition Enlargement Signed_
 3. 03 Council Map
-

RESOLUTION # 2026-51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, SU-COMRCEPRKWEST196 LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on April 20, 2021, the Mayor and City Council of the City of Surprise adopted Resolution No. 2021-48, ordering the formation of the CITY OF SURPRISE, ARIZONA, SU-COMRCEPRKWEST196 LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

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

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

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

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

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

Section 1. District Enlargement. The CITY OF SURPRISE, ARIZONA, SU-COMRCEPRKWEST196 LIGHTING IMPROVEMENT DISTRICT shall be enlarged by the addition of the property described in **Exhibit A** and shown in **Exhibit B**, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the

District will remain in full force and effect, and, commencing in fiscal year 2027 will apply to the District as enlarged by this Resolution.

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

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

Legal Description

EXHIBIT "A"

DESCRIPTION

STREET LIGHT IMPROVEMENT DISTRICT

A portion of "SUN CITY COMMERCE PARK AMENDED" as recorded in Bool 536, Page 27, records of Maricopa County, Arizona, being located in the Southwest Quarter of Section 34, Township 4 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

BEGINNING at the intersection of Westgate Drive and 134th Drive as depicted in said "SUN CITY COMMERCE PARK AMENDED" ;

Thence along the centerline of said 134th Drive South 00°09'39" West 230.07 feet to the beginning of a tangent curve, concave westerly, having a radius of 2000.00 feet;

Thence southerly along the arc of said curve through a central angle of 01°20'20" a distance of 46.74 feet;

Thence departing said centerline North 89°50'47" West 184.43 feet;

Thence North 00°00'00" West 276.31 feet to the centerline of said Westgate Drive;

Thence along said centerline South 90°00'00" East 184.21 feet to the POINT OF BEGINNING.

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

End of description



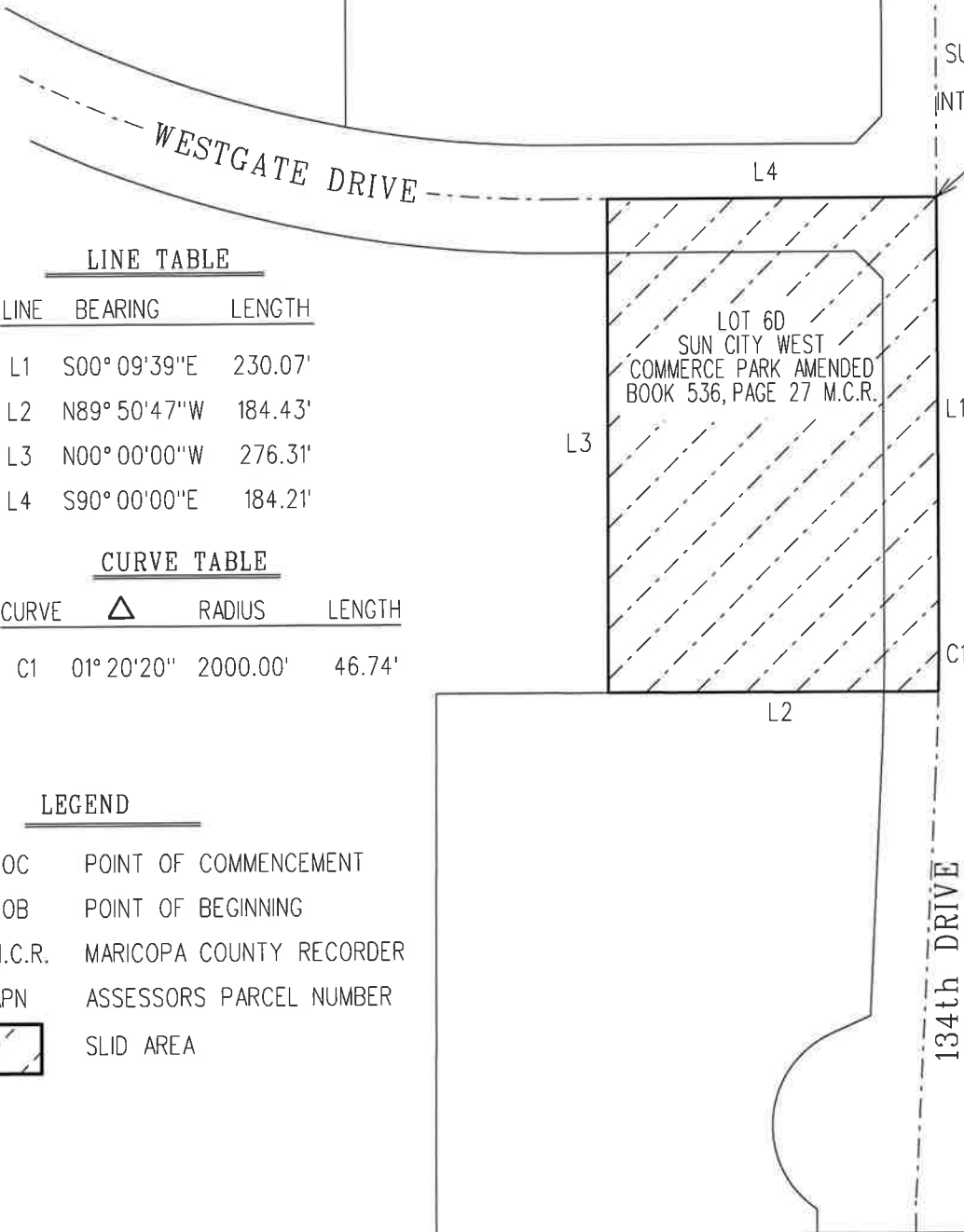
EXHIBIT B

Map

EXHIBIT "B"

SUN CITY WEST COMMERCE PARK
 BOOK 415 PAGE 15 M.C.R.
 INTERSECTION OF WESTGATE DRIVE
 & 134TH DRIVE

POB




LINE TABLE

LINE	BEARING	LENGTH
L1	S00° 09'39"E	230.07'
L2	N89° 50'47"W	184.43'
L3	N00° 00'00"W	276.31'
L4	S90° 00'00"E	184.21'

CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1	01° 20'20"	2000.00'	46.74'

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSORS PARCEL NUMBER
-  SLID AREA



SCALE: 1"=100'



BELL ROAD

STREET LIGHT
 IMPROVEMENT DISTRICT



CITY OF SURPRISE
 LAND SURVEY DEPARTMENT

PROJECT * 26004

DRAWN BY RCD

DATE 03-22-26

SHEET 1 OF 1

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

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

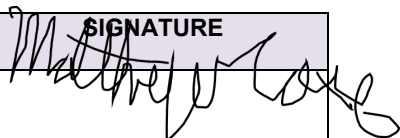
Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed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

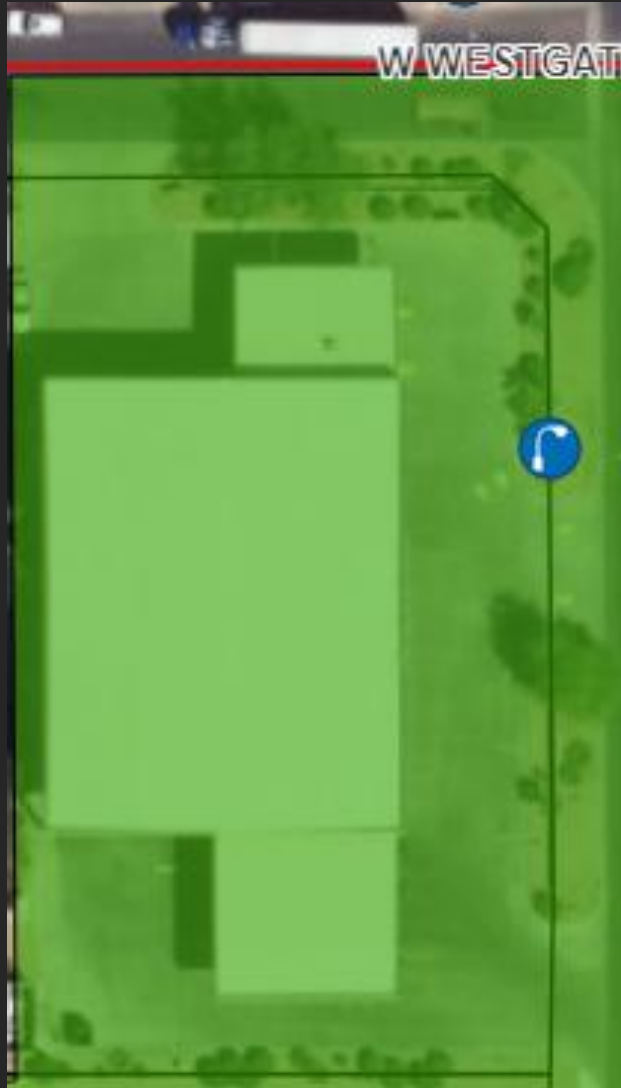
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor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

The name of the existing street light improvements district to be enlarged:
SU-ComrcePrkWest196

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
			



SU-COMRCEPRKWEST196 SLID



1 - EXISTING STREETLIGHT



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: Public Works
Staff Recommendations:

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

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

Agenda Wording:

Consideration and action on Resolution 2026-27, a resolution of the Mayor and Council of the City of Surprise, Arizona, ordering the work for the proposed street lighting improvements as described in Resolution 2026-26 to establish the City of Surprise, Arizona Desert Oasis Par 14B 102 Lighting Improvement District.

Motion:

I move to approve Resolution 2026-27.

Background:

On April 7, 2026, after considering a petition submitted by a majority of property owners within the proposed district, the City Council adopted Resolution No. 2026-26 to establish the City of Surprise, Arizona Desert Oasis Par 14B 102 Lighting Improvement District. The petition for the formation of the district was signed by a majority of the property owners within the boundaries of the district.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID.

Policy Compliant:

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

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Budget Impact:

Funding was not included as part of the FY2026 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2026, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2027, at the earliest.

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution- SLID equal apportionment majority 2nd reading_Final
 2. 02 Desert Oasis Signed Petitions 2026
 3. 03 Streetlight Plans
 4. 04 Council Map
 5. 05 Desert Oasis Parcel L14B SLID '25 Estimate Letter
-

RESOLUTION # 2026-27

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ORDERING THE FORMATION OF THE PROPOSED STREET LIGHTING IMPROVEMENTS DESCRIBED IN RESOLUTION NO. 2026-26 DECLARING ITS INTENT TO ESTABLISH THE "CITY OF SURPRISE, ARIZONA, DESERTOASISPAR14B102 LIGHTING IMPROVEMENT DISTRICT."

WHEREAS, on *April 7, 2026*, the City Council adopted Resolution No. 2026-26 (the "Resolution") declaring its intention to establish the "CITY OF SURPRISE, ARIZONA, **DESERTOASISPAR14B102** LIGHTING IMPROVEMENT DISTRICT" (the "District"), to purchase energy for lighting the public streets and parks in the area within the corporate limits of the City of Surprise, Arizona, as legally described in **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein by this reference;

WHEREAS, the original petition for formation of the District was signed by a majority of the real property owners, exclusive of mortgagees and other lienholders, of all the property within the District;

WHEREAS, following adoption of the Resolution, the City, in accordance with A.R.S. §§ 48-615 to -617 and -578, caused the Resolution to be published and posted in a newspaper and along the District's boundaries to provide notice of the opportunity to protest the formation of the District; and

WHEREAS, no protests sufficient to bar further proceedings pursuant to A.R.S. § 47-579 were received.

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

Section 1. Pursuant to A.R.S. §§ 48-581(A) and -615 to -617, and in accordance with Resolution No. 2026-26, the City does hereby order the street lighting improvements described in Resolution No. 2026-26 to proceed for the "**CITY OF SURPRISE, ARIZONA, DESERTOASISPAR14B102 LIGHTING IMPROVEMENT DISTRICT**," as legally described in **Exhibit A** and depicted on **Exhibit B** attached hereto.

APPROVED AND ADOPTED this ___ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form only:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A
Legal Description

**LEGAL DESCRIPTION
DESERT OASIS
PARCEL 14B SLID
OCTOBER 29, 2010**

A PARCEL OF LAND SITUATE IN A PORTION OF THE EAST HALF OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 35, MONUMENTED BY AN ALUMINUM CAP AND REBAR, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 35, MONUMENTED BY AN ALUMINUM CAP AND REBAR BEARS, AS BASIS OF BEARINGS, NORTH $00^{\circ}03'05''$ EAST, A DISTANCE OF 2635.74 FEET;

THENCE NORTH $00^{\circ}03'05''$ EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 252.72 FEET;

THENCE NORTH $89^{\circ}56'55''$ WEST, A DISTANCE OF 1012.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH $00^{\circ}16'21''$ WEST, A DISTANCE OF 747.00 FEET;

THENCE NORTH $89^{\circ}43'39''$ WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH $89^{\circ}43'39''$ WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE NORTH $89^{\circ}43'39''$ WEST, A DISTANCE OF 568.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH $00^{\circ}16'21''$ EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 31.42 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 46.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 89°43'39" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 633.54 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 00°16'21" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE TO RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°16'21" EAST, DISTANCE OF 451.21 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 89°43'39" EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°20'29", AN ARC DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS NORTH 72°23'10" WEST, A DISTANCE 55.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°19'07", AN ARC DISTANCE OF 40.62 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 65°17'43" EAST, A DISTANCE OF 39.45 FEET;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 127.12 FEET;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 11.62 FEET;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 116.00 FEET;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 386.30 FEET;

THENCE SOUTH 00°16'21" WEST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 723.00 FEET;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 95.00 FEET;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 46.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 89°43'39" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 85.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 00°16'21" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 986,161 SQUARE FEET OR 22.6391 ACRES MORE OR LESS.

SAID LANDS SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

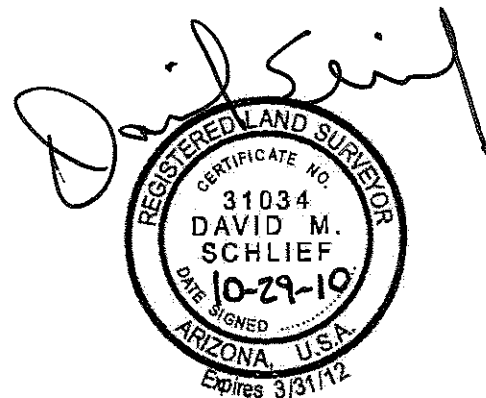


EXHIBIT B

Map

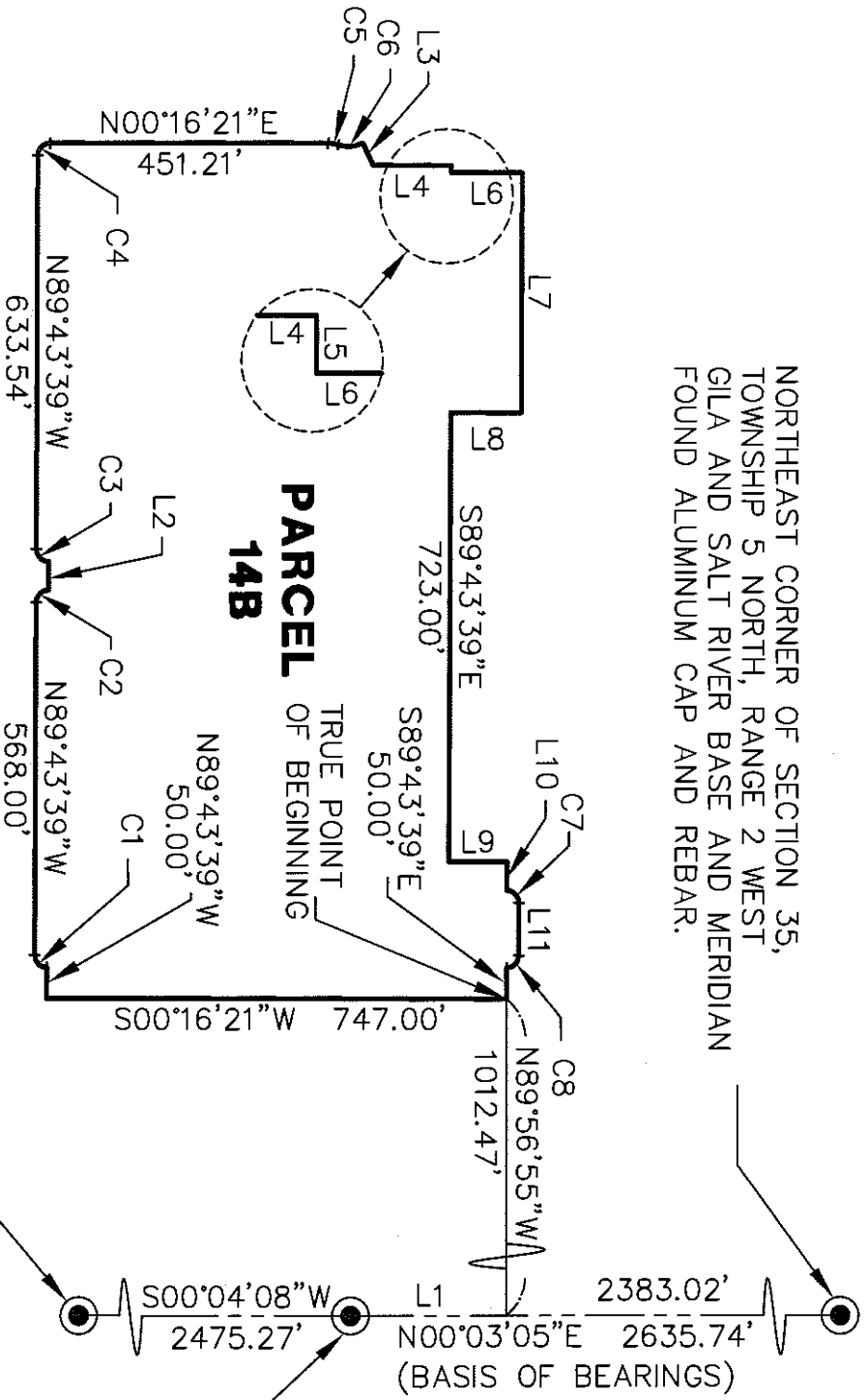
SCALE: 1" = 300'
 RBF JOB# 45-102480
 SHEET 1 OF 2

SEE SHEET 2 FOR LINE AND CURVE TABLES

**DESERT OASIS
 PARCEL 14B SLID
 EXHIBIT**

SOUTHEAST CORNER OF SECTION 35,
 TOWNSHIP 5 NORTH, RANGE 2 WEST
 GILA AND SALT RIVER BASE AND MERIDIAN
 FOUND DRILL HOLE/TAG.

NORTHEAST CORNER OF SECTION 35,
 TOWNSHIP 5 NORTH, RANGE 2 WEST
 GILA AND SALT RIVER BASE AND MERIDIAN
 FOUND ALUMINUM CAP AND REBAR.



EAST QUARTER CORNER OF SECTION 35,
 TOWNSHIP 5 NORTH, RANGE 2 WEST
 GILA AND SALT RIVER BASE AND MERIDIAN
 FOUND ALUMINUM CAP AND REBAR
 POINT OF COMMENCEMENT

David M. Schlieff

REGISTERED LAND SURVEYOR
 CERTIFICATE NO. 31034
 DAVID M. SCHLIEFF
 DATE SIGNED 10-29-10
 ARIZONA, U.S.A.
 Expires 3/31/12

RBF
 CONSULTING
 PLANNING
 DESIGN
 CONSTRUCTION

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

- shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District
- shall be paid by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District.



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

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

The name of the proposed street light improvements district shall be:
Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Devon Knox	17254 W BUCKHORN TRL SURPRISE AZ 85387	503-51-715	
Ben Knox	17254 W BUCKHORN TRL SURPRISE AZ 85387	503-51-715	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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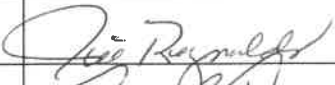
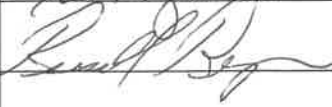
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(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
JILL REYNOLDS	17266 W. Buckhorn TRC. Surprise 85387	14B	
RUSSELL REYNOLDS	17266 W. Buckhorn TRC Surprise 85387	14B	
		503-51-716	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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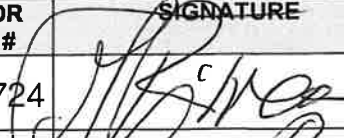

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Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Greg Rivera	17374 W BUCKHORN TRL SURPRISE AZ 85387	503-51-724	
Leela Rivera	17374 W BUCKHORN TRL SURPRISE AZ 85387	503-51-724	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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The name of the proposed street light improvements district shall be:

Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
<i>Kevin Schaum</i>	17386 W BUCKHORN TRL SURPRISE AZ 85387	503-51-725	<i>[Signature]</i>

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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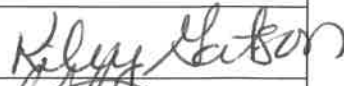

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The name of the proposed street light improvements district shall be:

Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Kiley Gatson	17398 W Buckhorn Trl Surprise 85387		
Billy Gatson	17398 W Buckhorn Trl Surprise 85387		
		503-51-726	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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The name of the proposed street light improvements district shall be:

Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

503-51-727

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Kelly Tyrrell	17410 W. Buckhorn Trail Surprise AZ	14B	Kelly Tyrrell
Joe Tyrrell	17410 W. Buckhorn Trl Surprise, Az 85387	14B	Joe Tyrrell

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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The name of the proposed street light improvements district shall be:
Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Christina Baker	17422 W. Buckhorn Trl, Surprise Az 85387	14B	<i>Christina Baker</i>
Stephen Baker	17422 W. Buckhorn Trl, Surprise Az 85387	14B	<i>Stephen Baker</i>
		503-51-728	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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The name of the proposed street light improvements district shall be:
Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Deborah Bright	17383 W FETLOCK TRL SURPRISE AZ 85387	503-51-732	Deborah Bright
Aaron Bright	17383 W FETLOCK TRL SURPRISE AZ 85387	503-51-732	[Signature]

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Genda Nichols	17375 W Feltlock Trl. Surprise AZ, 85387	14B	
		503-51-733	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
<i>Anthony Kalkreuth</i>	17367 W FETLOCK TRL SURPRISE AZ 85387	503-51-734	<i>[Signature]</i>
<i>Stephanie Harnden</i>	17367 W FETLOCK TRL SURPRISE AZ 85387	503-51-734	<i>[Signature]</i>



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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Kelly Beeson	17335 W Fetlock Trail Surprise	503-51 -737	Kelly Beeson
H Dale Beeson	17335 W Fetlock Trail	503-51 -737	H Dale Beeson

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
CORA WEAVER	17323 W FETLOCK TRL SURPRISE 85387	503-51-738	Cora Weaver

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
STEPHANNE SWARNER	17287 W. PETLOCK TRAIL	503-51- 741	<i>Stephanne Swarn</i>

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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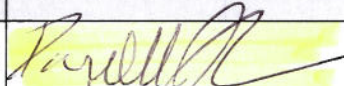
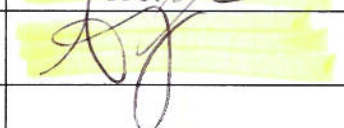
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PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Darrell Johnson	17275 W FETLOCK TRL SURPRISE AZ 85387	503-51-742	
Adeline Johnson	17275 W FETLOCK TRL SURPRISE AZ 85387	503-51-742	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
JAGDISH DANGI	27297 N 172nd lane Surprise AZ 85387	14 B	
		503-51-744	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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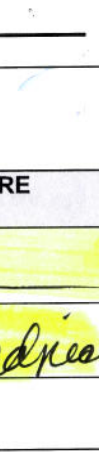
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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
STEPHEN RADNICH	27363 N 172ND LN SURPRISE AZ 85387	503-51-747	
JOANNE RADNICH	27363 N 172ND LN Surprise AZ 85387	503-51-747	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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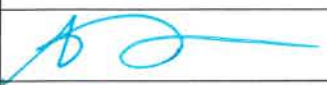

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Angela Sparklin	27385 N 172nd Ln Surprise AZ 85387	14B	
James Sparklin	27385 N 172nd Ln Surprise AZ 85387	14B	
		503-51-748	

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
BILL GARRISON	27429 N. 172ND LN.	14B	<i>Bill Garrison</i>
BILL GARRISON JR	27429 N. 172ND LN.	14B	<i>Bill Garrison Jr</i>
TERRY RAMSEY	27429 N. 172ND LN.	14B	<i>Terry Ramsey</i>
		503-51-750	

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
William SOS	27451 N. 172nd Ln. Surprise, AZ 85387	14B	
Tara SOS	27451 N. 172nd Ln Surprise, AZ 85387	14B	
		503-51-751	

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Vernon Reed	17294 W FETLOCK TRL SURPRISE AZ 85387	503-51-753	<i>Vernon L Reed</i>
Vernon Reed	17294 W FETLOCK TRL SURPRISE AZ 85387	503-51-753	<i>Vernon L Reed</i>

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

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The name of the proposed street light improvements district shall be:
Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Theresa Vogelsang	17306 W Fethack Trl. Surprise	503-51-754	Vogelsang

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Michael Stevens	17350 W Fethall Trl	503-51-758	<i>Michael W Stevens</i>

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
<i>Sabe Epley</i>	17374 W FETLOCK TRL SURPRISE 85387	503-51-761	<i>Sabe Epley</i>

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Susan Lowry	27315 N 174 th Ave	14B	<i>Susan Lowry</i>
Keith Lowry	27315 N 174 th Ave	14B	<i>Keith Lowry</i>
		501-51-763	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
CARNAL, FRANCOIS	27337 N. 174 TH AVE	503-51-764	<i>Francois Carnal</i>
Carnal, Laurie	LL	503-51-764	<i>Laurie Carnal</i>

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Sharon Smith	27359 N 174th Ave	503-51-765	Sharon Smith
			

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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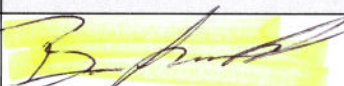
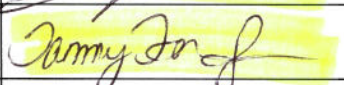
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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Beau Fernandez	17381 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-766	
Tommy Fernandez	17381 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-766	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
<u>Crystal Lenac</u>	17373 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-767	<u>Crystal Lenac</u>
<u>RYAN LENAC</u>	17373 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-767	<u>[Signature]</u>

Please turn on immediately as this is unsafe for any neighborhood! We shouldn't have to sign a Petition for safety

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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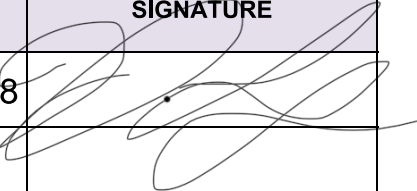
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PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
David Looney	17365 W PINNACLE VISTA DR SURPRISE AZ 85387-1082	503-51-768	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
MARK Stetz	17357 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-769	Mark Stetz

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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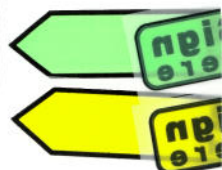
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PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
CLINTON DALY	17305 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-774	<i>[Signature]</i>
ANGELA DALY	17305 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-774	<i>[Signature]</i>



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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
<i>Dawn Calton</i>	17293 W PINNACLE VISTA DR SURPRISE 85387	503-51-775	<i>Dawn Calton</i>

STREET LIGHT IMPROVEMENT DISTRICT PETITION

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PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Levi Robinson	17328 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-781	
Heather Robinson	17328 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-781	Heather Robinson

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

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

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

The name of the proposed street light improvements district shall be:

Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Fred Dalmolin	17356 Pinnacle Vista Dr		Fred Dalmolin
	I believe it is	503-51-784	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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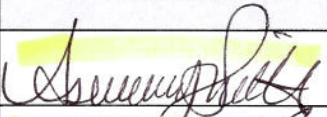

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Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Asnrey Smith	17364 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-785	
Andrew Smith	17364 W PINNACLE VISTA DR SURPRISE AZ 85387	503-51-785	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Sheila Marlow	17372 W Pinnacle Vista Dr	L14B	Sheila Marlow
		503-51-786	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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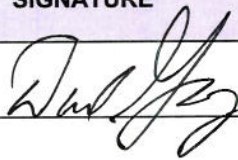
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Desert Oasis Parcel 14B SLID #102

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
DANIEL GREGORY	17387 W. STRAIGHT ANNA LN, SURPRISE, AZ 85387	503/51/919	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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Desert Oasis Parcel 14B SLID #102

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PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Desert Oasis of Surprise Master Association		503-51-790	<i>Cindy Hunziker</i>
Desert Oasis of Surprise Master Association		503-51-791	<i>Cindy Hunziker</i>
Desert Oasis of Surprise Master Association		503-51-792	<i>Cindy Hunziker</i>
Desert Oasis of Surprise Master Association		503-51-793	<i>Cindy Hunziker</i>



**RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

AVAILABILITY

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

DESCRIPTION

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

TIME PERIOD

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

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if applicable)

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

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



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

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

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

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

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

NOTES:

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



**RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

III. POLES

			CHARGES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.69	\$ 2.03
			22 ft.	\$ 16.53	\$ 2.28
			25 ft.	\$ 17.89	\$ 2.47
			30 ft.	\$ 20.55	\$ 2.83
			32 ft.	\$ 21.59	\$ 2.86
		2 Simplex Adapters	12 ft.	\$ 15.66	\$ 2.16
			22 ft.	\$ 18.00	\$ 2.48
			25 ft.	\$ 18.77	\$ 2.59
			30 ft.	\$ 21.82	\$ 3.01
			32 ft.	\$ 23.27	\$ 3.21
	Square Steel	5"	13 ft.	\$ 16.84	\$ 2.31
			15 ft.	\$ 15.04	\$ 2.07
			23 ft.	\$ 17.85	\$ 2.46
			25 ft.	\$ 19.62	\$ 2.70
			28 ft.	\$ 21.78	\$ 3.00
			32 ft.	\$ 21.66	\$ 2.99
Concrete		12 ft.	\$ 50.19	\$ 6.91	
Fiberglass		12 ft.	\$ 42.50	\$ 5.85	
Decorative Transit	4"	16 ft.	\$ 41.44	\$ 5.72	
Decorative Transit	6"	30 ft.	\$ 80.01	\$ 11.02	
Hinged Poles	Square	15 ft.	\$ 15.93	\$ 1.30	
	Round	19 ft.	\$ 14.40	\$ 1.18	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.13	\$ 1.93
			22 ft.	\$ 15.98	\$ 2.20
			25 ft.	\$ 17.32	\$ 2.39
			30 ft.	\$ 20.00	\$ 2.77
			32 ft.	\$ 21.02	\$ 2.89
		2 Simplex Adapters	12 ft.	\$ 15.09	\$ 2.07
			22 ft.	\$ 16.86	\$ 2.31
			25 ft.	\$ 18.20	\$ 2.49
			30 ft.	\$ 21.26	\$ 2.92
			32 ft.	\$ 22.70	\$ 3.12
	3 Bolt Arm		32 ft.	\$ 26.09	\$ 3.58
	Square Steel	5"	13 ft.	\$ 16.29	\$ 2.25
			15 ft.	\$ 16.66	\$ 2.28
			23 ft.	\$ 17.29	\$ 2.39
			25 ft.	\$ 19.07	\$ 2.64
			28 ft.	\$ 21.19	\$ 2.92
32 ft.			\$ 22.00	\$ 3.01	



**RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

III. POLES (cont.)

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

IV. ANCHOR BASE

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



V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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



SERVICE DETAILS

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

LEGAL DESCRIPTION
DESERT OASIS
PARCEL 14B - PLAT
May 15, 2006

A PARCEL OF LAND SITUATE IN A PORTION OF THE EAST HALF OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 35, MONUMENTED BY AN ALUMINUM CAP AND REBAR, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 35, MONUMENTED BY AN ALUMINUM CAP AND REBAR BEARS, AS BASIS OF BEARINGS, SOUTH 00°03'05" WEST, A DISTANCE OF 2635.74 FEET;

THENCE NORTH 00°03'05" EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 252.91 FEET;

THENCE NORTH 89°56'55" WEST, A DISTANCE OF 1062.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°16'21" WEST, A DISTANCE OF 747.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 89°43'39" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 568.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 00°16'21" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 46.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS NORTH 89°43'39" WEST, A DISTANCE OF 20.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°43'39" WEST, A DISTANCE OF 633.54 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 00°16'21" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°16'21" EAST, DISTANCE OF 451.21 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 89°43'39" EAST, A DISTANCE OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 172°20'29", AN ARC DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS NORTH 72°23'10" WEST, A DISTANCE 55.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°19'07", AN ARC DISTANCE OF 40.62 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 65°17'43" EAST, A DISTANCE OF 39.45 FEET;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 127.12 FEET;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 11.62 FEET;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 116.00 FEET;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 256.30 FEET;

THENCE SOUTH 00°16'21" WEST, A DISTANCE OF 115.00 FEET;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 853.00 FEET;

THENCE NORTH 00°16'21" EAST, A DISTANCE OF 95.00 FEET;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 46.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 89°43'39" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°43'39" EAST, A DISTANCE OF 85.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 00°16'21" WEST, A DISTANCE OF 20.00 FEET;

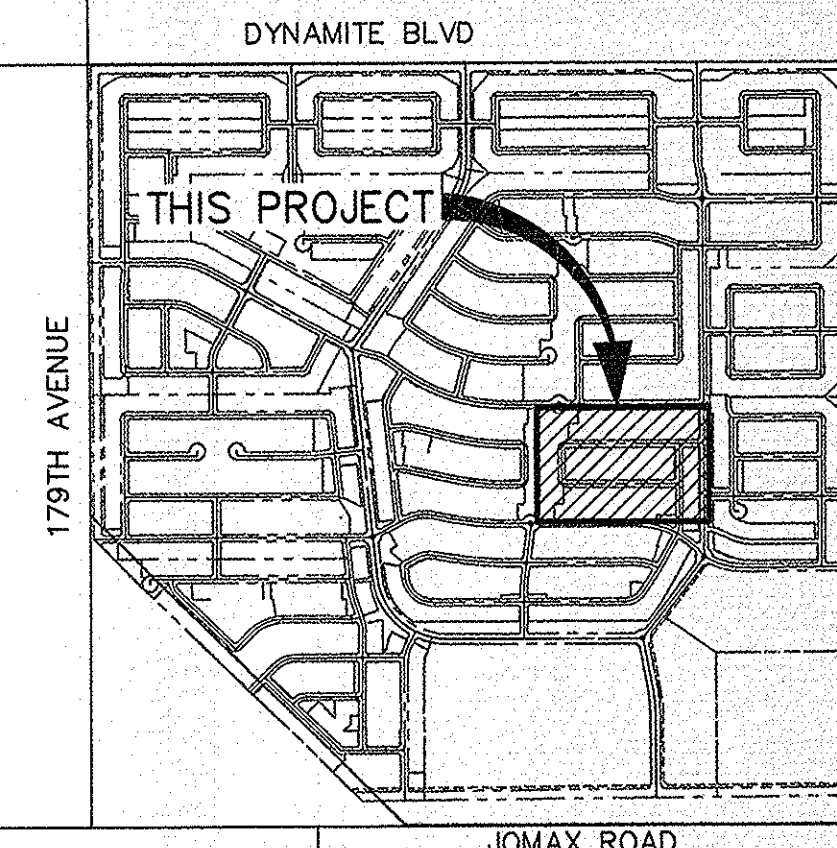
THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 933,861 SQUARE FEET OR 21.4385 ACRES MORE OR LESS.

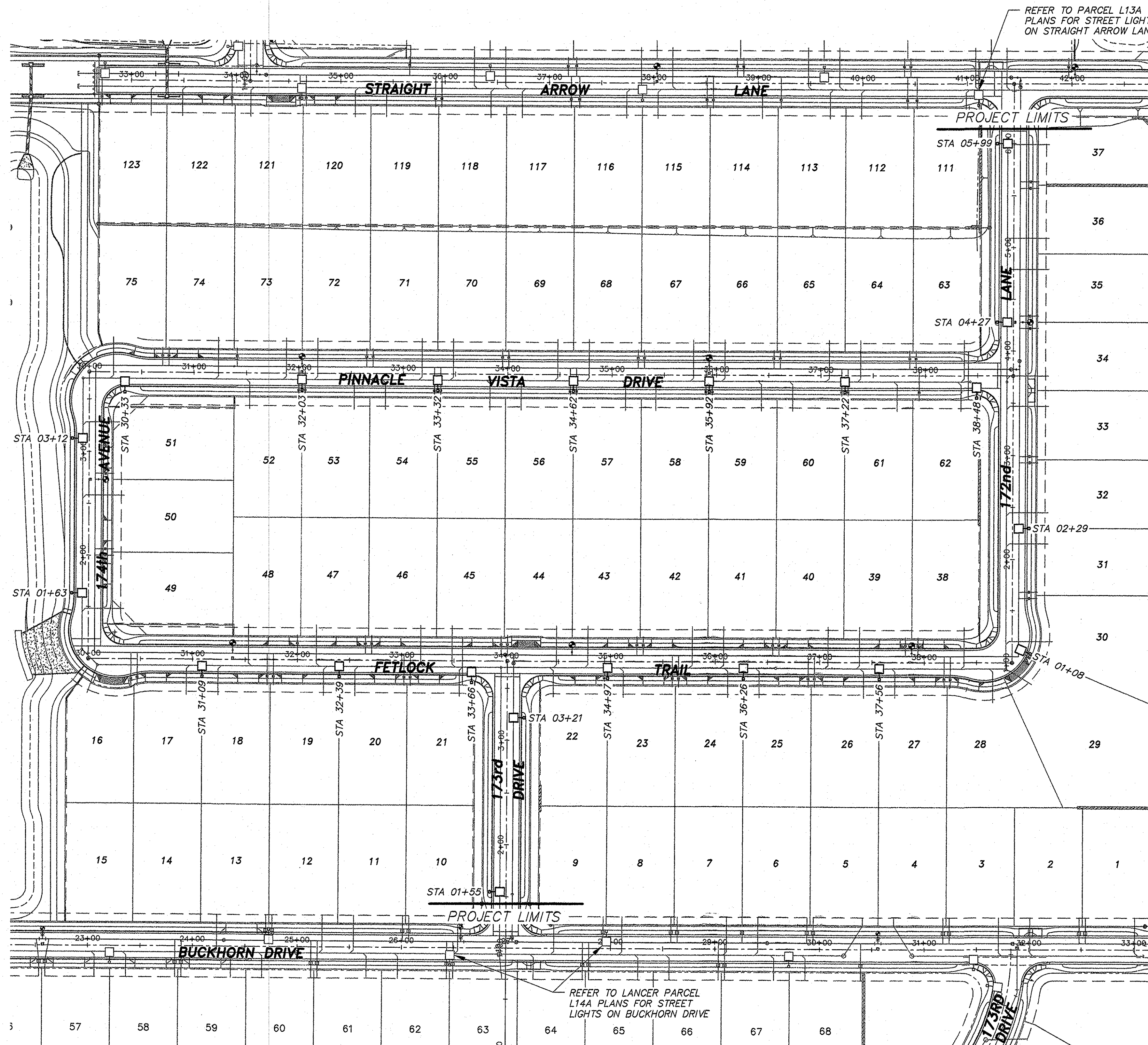
SAID LANDS SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

STREET LIGHTING PLANS FOR DESERT OASIS PARCEL L14B SURPRISE, ARIZONA

LEGEND & QUANTITIES LIST		
QTY	SYMBOL	DESCRIPTION
21		100W HPS (9,500 LUMENS) ARCHITECTURAL STYLE LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED STEEL SQUARE POLE WITH A 2'-0" MAST ARM. POLE SHALL BE CENTERED 1'-0" BEHIND SIDEWALK OR 2'-0" BEHIND BACK OF CURB WHERE SIDEWALK IS DETACHED, UNLESS OTHERWISE NOTED. MOUNTING HEIGHT SHALL BE 25'-0". SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON DWG SL2.
N/A		EXISTING OR PROPOSED 100W HPS (9,500 LUMENS) STREET LIGHT. NOT PART OF THIS PROJECT. REFER TO OTHER PLANS AS NOTED.



VICINITY MAP
NTS



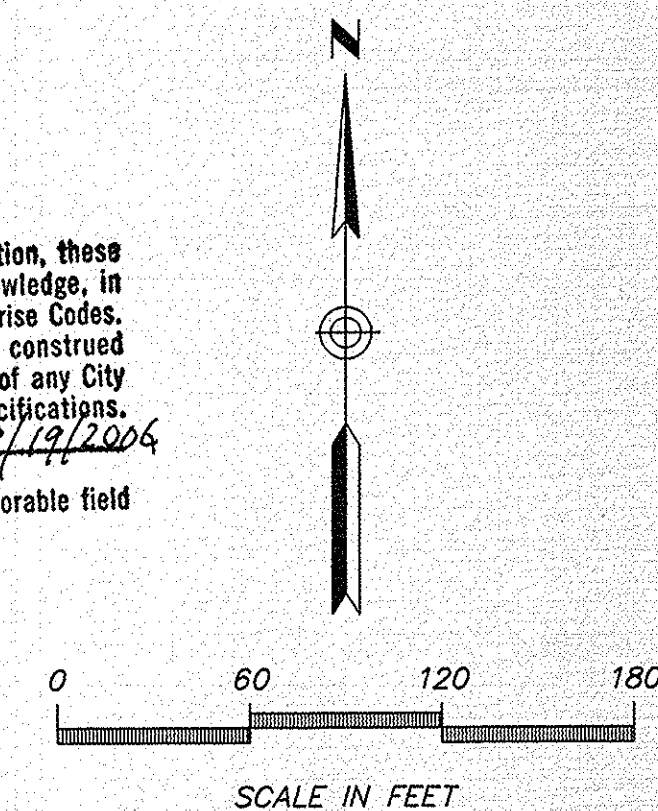
DEVELOPER
CENTEX HOMES
8665 E. HARTFORD DR. Ste. 200
SCOTTSDALE, AZ 85255
PHONE: (480)-889-0900 EX.3342
CONTACT: MARY RATLIFF

CIVIL ENGINEER
RBF CONSULTING
16605 NORTH 28TH AVE. SUITE 100
PHOENIX, ARIZONA 85053
PHONE: (602) 467-2200
CONTACT: ERIC FROBERG, P.E.

SHEET INDEX

SHEET	DESCRIPTION
SL1	STREET LIGHTING PLAN
SL2	APS STANDARD DETAILS

CITY OF SURPRISE
Based on the submitted information, these plans are to the best of my knowledge, in accordance with the City of Surprise Codes. This authorization is not to be construed as an approval of any violation of any City Codes, and/or M.A.G. specifications.
By: *[Signature]* Date: 9/19/2006
Find approval contingent on favorable field inspection.



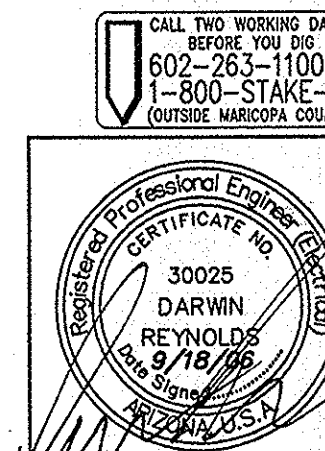
RECEIVED
SEP 19 2006
COMMUNITY DEVELOPMENT

DARcor 11811 N. TATUM BLVD
SUITE 2700
PHOENIX, AZ 85028
Ph: (602) 795-2699
Fax: (602) 795-2647

PROJECT TITLE
**DESERT OASIS - PARCEL L14B
SURPRISE, ARIZONA**

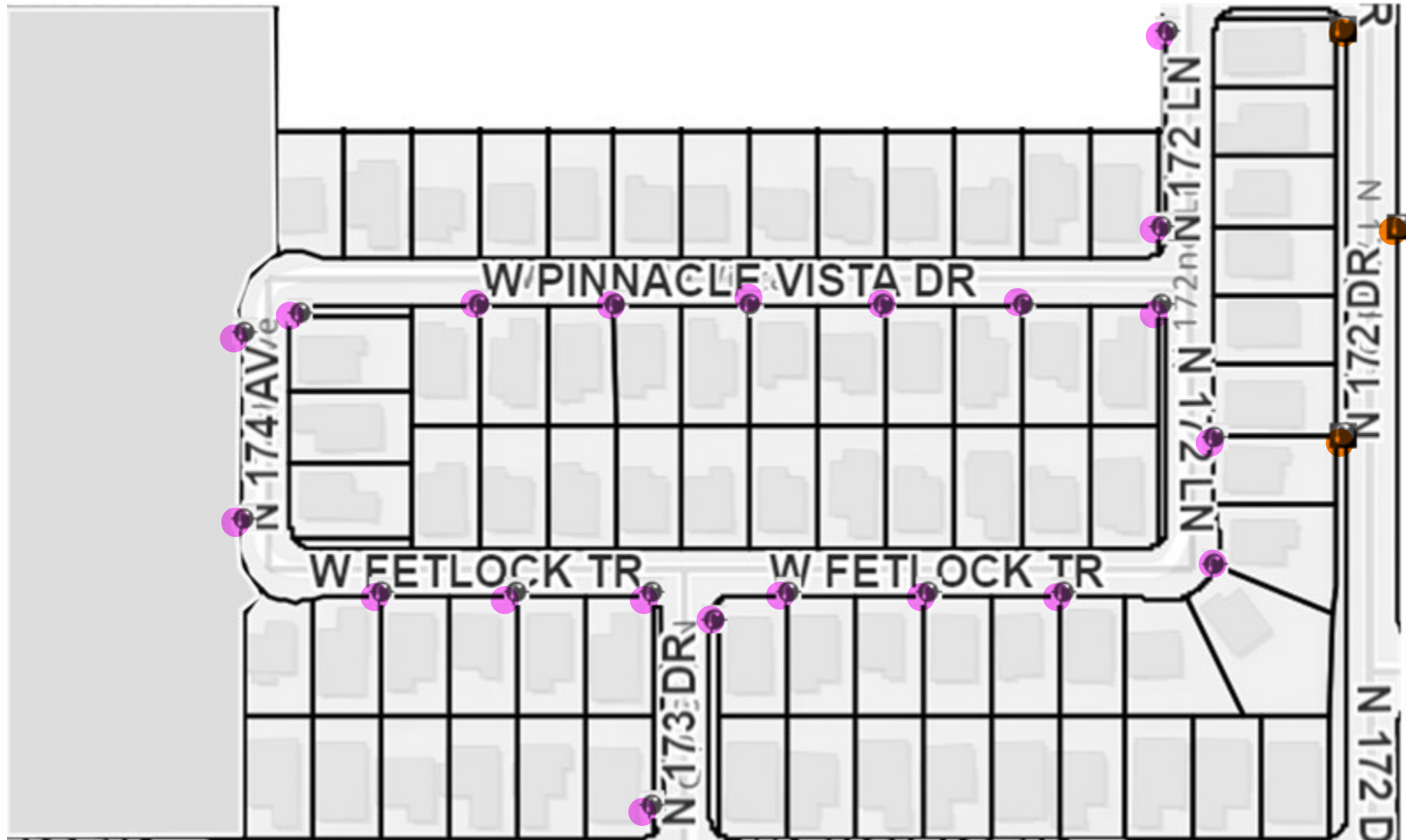
SHEET TITLE
STREET LIGHTING PLAN

DATE SEP 2006	DESIGNED: DRG	DWG No. SL1	SHEET 1
SCALE AS NOTED	DRAWN: CS	PROJ No. 06045	OF 2
	CHECKED: DAR		



- 21 - Local Street Lights
- 3 - Collector Street Lights

Desert Oasis Parcel 14B





2/10/25

J. Scott Duplessis
Mail Station 3537
P.O. Box 53999
Phoenix, AZ 85072

City of Surprise
Jamie Sullivan
16000 N Civic Center Plaza
Surprise, AZ 85374

Subject: Desert Oasis Parcel L14B SLID Estimate (APS Job #W321165)
Street Light Improvement District

Dear Jamie,

This Letter is in response to your request to provide a Street Light Improvement District monthly energy cost estimate for Desert Oasis Parcel L14B.

Below is the estimated monthly cost breakdown. There are (21) 36W LED lights on 30' Sq poles that are included in this parcel. Any additional parcels not listed in this estimate will result in additional monthly energy costs.

Desert Oasis Parcel L14B		
21) 36W LED, 30' Sq Poles		
Adjustors	21 Lights@\$6.98	\$ 146.58
Power Supply Adj.	\$ 0.011977	\$ 3.27
Renewable Energy Charge	\$ 0.007100	\$ 1.94
Transmission Cost Adj.	\$ (0.000943)	\$ (0.26)
Demand Side Management	\$ 0.002393	\$ 0.65
EIS	\$ -	\$ -
CRS	\$ 0.001480	\$ 0.40
Total Fees and Adjustments		\$ 6.01
Electric Service Total		\$ 152.59
Taxes and Fees		
Reg Assesment charge	0.21222%	\$ 0.32
City Franchise	1.99000%	\$ 3.04
State	5.60000%	\$ 8.73
County	1.10000%	\$ 1.72
City Tax	2.00000%	\$ 3.12
Total Taxes and Fees		\$ 16.93
Total		\$ 169.52

Please do not hesitate to reach out to me with any further questions or concerns.

Sincerely,

J Scott Duplessis

J. Scott Duplessis
APS Lighting Consultant



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
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

Agenda Wording:

Consideration and action pertaining to Amendment No. 2 to the Intergovernmental Agreement with Maricopa County for Workforce Development Services; Resolution 2026-53.

Motion:

I move to approve Resolution 2026-53.

Background:

The City has partnered with Maricopa County since 2017 to provide workforce development services to Surprise citizens. In 2023, the City entered into the current IGA with the County for workforce development services to be offered out of the Surprise Resource Center. Workforce development services are critical to the City’s economic health. The strategic investment and partnership with Arizona@Work Maricopa County enhances employment services for Surprise businesses and career seekers.

In 2025, Amendment No. 1 was executed and removed monthly maximum invoice amounts, modified the frequency of invoicing from monthly to quarterly, and added Sections 31 and 32 to the IGA.

Amendment No. 2 will extend the term of the agreement through June 30, 2028, revise and replace Paragraphs 6.0 and 7.0, and add Paragraphs 32.0 through 50.0.

Objective Analysis:

This action allows crucial workforce development services to continue being offered to Surprise residents through this IGA.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

The cost of this program is split equally between Maricopa County and the City of Surprise. For FY2027, the cost to the City is \$61,701. For FY2028, the cost to the City is \$63,794.

Budget Impact:

The proposed FY2027 Human Service & Community Vitality Department budget will cover the cost of this program.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2026-53 - Workforce Development IGA
 2. Amendment No. 2 - Workforce Development IGA
-

RESOLUTION # 2026-53

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR WORKFORCE DEVELOPMENT AGREEMENT.

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

WHEREAS, workforce development services are critical to the City's economic health, and a strategic investment and partnership with Arizona@Work Maricopa County will enhance employment services for Surprise businesses and career seekers;

WHEREAS, the City and County ("Parties") entered into an intergovernmental agreement, County Contract #C-22-23-121-X-00, effective July 1, 2023 (the "IGA" or the "Intergovernmental Agreement"), which is incorporated by reference, in order to continue the County's workforce development system in the Surprise Resource Center;

WHEREAS, the Parties entered into Amendment No. 1 to the IGA on June 12, 2024, in order to remove the monthly maximum invoice amounts, modify the frequency of invoicing from monthly to quarterly, and add Sections 31 and 32; and

WHEREAS, the Parties now desire to enter into Amendment No. 2 to the IGA in order to extend its expiration date from June 30, 2026, through June 30, 2028, revise and replace Paragraphs 6.0 and 7.0, and add Sections 32 through 50; and

WHEREAS, all other terms and conditions of the IGA remain in full force and effect except as amended by Amendment No. 2.

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

Section 1. The Amendment No. 2 to the Intergovernmental Agreement between the City of Surprise and the Maricopa County, attached as Exhibit A, is approved.

Section 2. The Mayor is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES TO FOLLOW ON NEXT PAGE

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY

AMENDMENT NO. 2
 TO THE
 INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 MARICOPA COUNTY
 ADMINISTERED BY ITS
 HUMAN SERVICES DEPARTMENT
 AND
 CITY OF SURPRISE

- I. Maricopa County (the “County”), administered by its Human Services Department, and the City of Surprise (“City”) entered into a financial Intergovernmental Agreement (“Agreement”) to integrate the County’s workforce development system into the City’s social and community services resource network. The Agreement was fully executed on or about June 28, 2023. Under the Agreement, the City provides funds to the County for program service delivery. The current Agreement term is July 1, 2023, through June 30, 2026, which provided funding for Fiscal Year 2024 through Fiscal Year 2026, with FY26 funding in the amount of \$57,584. The County and the City collectively are referred to as the “Parties” and individually as the “Party.”

- II. The Parties now agree to enter into this Amendment No. 2 to amend the Agreement as follows:
 - A. Extend the Agreement expiration date from July 1, 2026, through June 30, 2028.

 - B. Revise and replace paragraph 7.0 (FUNDING), with the following:
 - 7.0 FUNDING
 - 7.1 The City shall provide the County with the amounts defined in the Itemized Service Budget (ISB), Attachment A, per fiscal year. The ISB has been developed between the Parties and is incorporated into this Agreement.
 - 7.2 The anticipated costs for the Agreement term:
 - 7.2.1 The City shall compensate the County in an amount not to exceed \$61,701 for the period of July 1, 2026, through June 30, 2027.
 - 7.2.2 The City shall compensate the County in an amount not to exceed \$63,794 for the period of July 1, 2027, through June 30, 2028.

 - C. Revise and replace Paragraph 6.0 (Administrative Change Order) in its entirety with the following:
 - 6.0 ADMINISTRATIVE CHANGE ORDERS**
 - 6.1 The Chair of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:
 - 6.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

- 6.1.2 Modifications to Budget line items if the Agreement amount remains unchanged;
- 6.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 6.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state, and local regulations, policies, or requirements.

D. Add the following Paragraphs to the Agreement:

32.0 EQUAL EMPLOYMENT OPPORTUNITY

- 32.1 The Parties shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.
- 32.2 The Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 32.3 The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an Equal Opportunity or Affirmative Action employer.
- 32.4 The Parties shall post on public display for all employees that it is an Equal Opportunity or Affirmative Action employer.
- 32.5 The Parties shall and shall cause their respective contractors and subcontractors to comply with:
 - 32.5.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);
 - 32.5.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);
 - 32.5.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);
 - 32.5.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and
 - 32.5.5 Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.
- 32.6 The Parties shall include the above listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions is binding and a requirement of this Agreement.

33.0 IMMIGRATION LAWS AND REGULATIONS

- 33.1 Federal Immigration and Nationality Act
 - 33.1.1 The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (“IRCA”). The Parties agree to comply with the IRCA in performing

- under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.
- 33.1.2 By entering into this Agreement, the Parties warrant compliance with the Federal Immigration and Nationality Act (“FINA”) and all other federal immigration laws and regulations related to the immigration status of its employees. The Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to either Party upon request. These warranties shall remain in effect through the term of the Agreement. The Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (“I-9”) as required by the U.S. Department of Labor’s Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 33.1.3 The Parties may request verification of compliance for any employee, contractor or subcontractor performing work under the Agreement. Should the Parties suspect or find that either Party or any of its contractors or subcontractors are not in compliance, then the compliant Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the non-compliant Party. All costs necessary to verify compliance are the responsibility of the non-compliant Party or its contractors or subcontractors.
- 33.2 **Arizona Law:** The Parties warrant that they are in compliance with A.R.S. § 41-4401 (E-Verify requirements) and further acknowledge that:
- 33.2.1 The Parties and their respective Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
- 33.2.2 A breach of a warranty under Subparagraph 33.2.1 shall be deemed a material breach of this Agreement and either Party may immediately terminate this Agreement without liability; and
- 33.2.3 The Parties and any respective contracting government entity retain the legal right to inspect the papers and employment records of the other Party or its Vendor’s or Subcontractor’s employees who work on this Agreement to ensure that the other Party or Subcontractor or Vendor is complying with the warranty provided under Subparagraph 33.2.1 and that the Parties mutually agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

34.0 SYSTEM FOR AWARD MANAGEMENT

The City shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files. The City must remain current with their registration throughout the term of the Agreement per 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25. Any subcontractors under the Agreement will not receive a subaward until that entity has provided its UEI number 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

35.0 EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

35.1 The Parties agree that this Agreement and their employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;

35.2 The City shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the City and copies provided to County upon request; and

35.3 The Parties shall insert the substance of this clause, including this Paragraph 35.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

36.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Parties agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, et seq, and OMB Circulars.

37.0 RETENTION OF RECORDS

37.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Parties that are related to this Agreement.

37.2 The Parties shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and under A.R.S. §§ 41-151.14 and 41-151.15, for a period of at least six (6) years after the expiration or termination of this Agreement or six (6) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The Parties right of access is not limited to the retention period but lasts so long as the records are retained by the Parties. The Parties shall permit independent auditors access to its records and financial statements as necessary to comply with federal audit requirements.

38.0 STRICT COMPLIANCE

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement, shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

39.0 DISPUTES

39.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.

39.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph within ten (10) business days from the expiration of the informal dispute resolution process described above in 39.1.

39.3 The County Representative shall respond in writing to the City within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.

39.4 The Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final.

39.5 In the event the City disagrees with the Director's decision, the City shall have every existing and future right or remedy available by law or in equity to resolve the dispute. If the Parties fail to come to a resolution through the dispute process set forth in this Section 39.0, either Party may pursue formal litigation.

40.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the Parties agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, et seq.), to the extent any are applicable by reason of performance of this Agreement.

41.0 LOBBYING

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

41.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Party shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

42.0 RELIGIOUS ACTIVITIES

The Parties warrant that none of their costs and none of the costs incurred by them or any of their contractors or subcontractors will include any expense related to any religious activities.

43.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

44.0 COVENANT AGAINST CONTINGENT FEES

The City warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

45.0 RECOGNITION OF COUNTY SUPPORT

The City shall give recognition to the County and the funding source for its support when the City publishes materials or releases public information that is paid for in whole or in part with funds received by the City under this Agreement.

46.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to all work performed by Cities or Subcontractors at all tiers.

47.0 ADMINISTRATIVE REQUIREMENTS

47.1 Accounting Standards – The Parties agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Parties

further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

- 47.2 Documentation and Record Keeping - The Parties agrees to comply with this Agreement and the following record keeping requirements:
 - 47.2.1 Records to be maintained – The Parties shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
 - 47.2.2 Property Records - The County shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

48.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 48.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 48.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party’s ability to perform any of its obligations under this Agreement.
- 48.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - 48.3.1 Non-performance of any obligations required by this Agreement.
 - 48.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
 - 48.3.3 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 et seq.
 - 48.3.4 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 48.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Parties, without intent to limit or with restrictions, be subject to the following:
 - 48.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against any Party at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.

48.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

48.5 Each Party shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

49.0 UYGHURS FORCED LABOR PREVENTION ACT (UFLPA)

49.1 The Parties mutually warrant and certify that they do not currently, and agrees for the duration of the agreement that it will not, use:

49.1.1 the forced labor of ethnic Uyghurs in the People's Republic of China.

49.1.2 any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

49.1.3 any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

49.2 If either of the Parties becomes aware during the term of the Agreement that they are not in compliance with this paragraph, the Party(ies) shall notify the other within five business days after becoming aware of the noncompliance. Failure of either Party to provide a written certification that the other Party has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

50.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are hereby incorporated by reference.

III. Section II above contains all the changes to the Agreement made by this Amendment No. 2. The Agreement is amended to incorporate the changes contained in this Amendment No. 2. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 2 is subject to and incorporates the provisions of A.R.S. §38-511.

IV. The Parties have authorized the undersigned to execute this Amendment No. 2 on their behalf, and it shall be effective upon approval and signature by both Parties.

ATTACHMENT A

ITEMIZED SERVICE BUDGET

Effective Dates 7/1/2026 to 6/30/2027

CONTRACT SERVICE: Arizona@Work Workforce Development

<i>City of Surprise shared cost is 50% of FTE</i>	12-Month Agreement Cost	MCHSD Cost	City of Surprise Cost
Total Personnel - 1 FTE @ \$32.41/hr * <u>2088</u> total hours	67,672	33,836	33,836
Maricopa County Merit Pay Increase for FY27 - 4%	2,707	1,354	1,353
Total Employee Related Expenses - ¹ ERE = 19.63% + \$15,325	29,140	14,570	14,570
Total Indirect Cost - ² 24%	23,885	11,943	11,942
Subtotal	123,404	61,703	61,701

Total Cost for 12-Month for the City of Surprise **\$ 61,701**

¹ Based on 2026 FICA, Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance

² Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements

ATTACHMENT A

ITEMIZED SERVICE BUDGET

Effective Dates 7/1/2027 to 6/30/2028

CONTRACT SERVICE: Arizona@Work Workforce Development

<i>City of Surprise shared cost is 50% of FTE</i>	12-Month Agreement Cost	MCHSD Cost	City of Surprise Cost
Total Personnel - 1 FTE @ \$33.71/hr * <u>2088</u> total hours	70,386	\$ 35,193	\$ 35,193
Maricopa County Merit Pay Increase for FY28 - 4%	2,815	\$ 1,408	\$ 1,407
Total Employee Related Expenses - ¹ ERE = 19.63% + \$15,325	29,695	\$ 14,848	\$ 14,847
Total Indirect Cost - ² 24%	24,695	\$ 12,348	\$ 12,347
Subtotal	127,591	\$ 63,797	\$ 63,794

Total Cost for 12-Month for the City of Surprise **\$ 63,794**

¹ Based on 2026 FICA, Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance

² Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: Police
Staff Recommendations:

Contact Person: Evan Becher, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to authorizing acceptance of a grant award and Memorandum of Understanding (MOU) from the Governor’s Office of Highway Safety and approval of a Fiscal Year 2026 budget amendment moving budget authority in the amount of \$6,000 for overtime expenses. Resolution 2026-58.

Motion:

I move to approve Resolution 2026-58.

Background:

The Surprise Police Department will receive \$6,000 in funding from the Governor’s Office of Highway Safety (GOHS) to cover overtime expenses associated with participation in the “Click It or Ticket” enforcement national campaign from May 18, 2026, through May 31, 2026.

Objective Analysis:

Acceptance of this funding will provide reimbursement of overtime expenses for Surprise Police Department's participation in the activities of the “Click it or Ticket” campaign.

Policy Compliant:

This action is consistent with City and Council Policy. The City regularly partners with other government entities when it is beneficial to do so.

Financial Impact:

This one-time funding will be used solely for overtime expenses incurred because of participation in the GOHS “Click it or Ticket” campaign. There is no city-match requirement; however, all employee related expenses associated with this overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:

The FY2026 adopted budget did not include appropriations for revenue and expenses related to this GOHS grant award. Acceptance of this grant will require a movement of budget authority in the amount of \$6,000 from General Contingency to Project G31388 in the Grants Fund. This action represents a

transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 26.05.05 Resolution 2026-58 FY26 GOHS CIOT MOU FINAL
 2. 2026 CIOT MOU_Surprise PD
 3. AZGOHS Click it or Ticket Grant.Draft
-

RESOLUTION # 2026-58

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA TO ACCEPT FUNDING FROM THE STATE OF ARIZONA GOVERNOR’S OFFICE OF HIGHWAY SAFETY (GOHS), DERIVED FROM A MEMORANDUM OF UNDERSTANDING TO COVER OVERTIME EXPENSES, AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$6,000 FROM GENERAL CONTINGENCY TO PROJECT G31388 IN THE GRANTS FUND.

WHEREAS, the City of Surprise Police Department wishes to participate in the Governor’s Office of Highway Safety (“GOHS”) “Click It or Ticket” Enforcement National Campaign;

WHEREAS, the City of Surprise Police Department desires to accept the funding;

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 City is hereby authorized to accept funding in the amount of \$6,000 from the Governor’s Office of Highway Safety for the City of Surprise Police Department to help fund overtime for employees who assist in the “Click It or Ticket” Enforcement National Campaign, and participate in the “Buckle Up It’s the Law” program and subsequent Memorandum of Understanding attached as *Exhibit B*.

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

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2026-58
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$6,000 from General Contingency to project G31388 in the Grants Fund to cover the projected expenditures associated with overtime for officers to participate in the 2026 Click It or Ticket National Enforcement Campaign. 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	#G31388 FY26 GOHS Buckle Up AZ - CIOT	E	-	6,000	6,000
Grants	Police	#G31388 FY26 GOHS Buckle Up AZ - CIOT	R	-	6,000	6,000
Contingency	General Operations	Contingency	E	78,963,200	(6,000)	78,957,200
Contingency	General Operations	Other	R	77,251,500	(6,000)	77,245,500
Expense Total				78,963,200	-	78,963,200
Revenue Total				77,251,500	-	77,251,500

RESOLUTION # 2026-58

Exhibit B

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SURPRISE AND GOVERNOR'S OFFICE OF HIGHWAY SAFETY
(GOHS)

(BEGINS ON THE NEXT PAGE)

MEMORANDUM OF UNDERSTANDING

GRANT AGREEMENT NUMBER: 2026-405b-502

PROGRAM AREA: 405b

PROJECT DIRECTOR: J.M. "Jesse" Torrez, Director

GOHS – CIOT Enforcement Wave

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the "Buckle Up It's the Law!" program, which has been an effective enforcement message in a secondary law state.

This program unites statewide law enforcement agencies to engage in aggressive traffic enforcement with a "zero tolerance" approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

The purpose of the campaign is for the Surprise Police Department to engage in Occupant Protection traffic enforcement with a "zero tolerance" approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The agency will participate in other educational and public awareness activities to support the enforcement component.

GOALS/OBJECTIVES:

The Surprise Police Department is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws

- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Agency shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)
- The Agency is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities
- The Agency shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.
- The Agency shall submit a Final Enforcement Summary Report to GOHS no later than **June 5, 2026**.
- The Agency shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **June 12, 2026**.
- The Agency shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for two-week Click It or Ticket (Buckle Up) Enforcement Campaign from **May 18, 2026 through May 31, 2026**.

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Evan Becher, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Lieutenant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Occupant Protection Coordinator, Governor’s Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor’s Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor’s Office of Highway Safety. **Electronically submitted RCIs will be accepted.**

The RCI template and instructions are available on the Governor’s Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

FINAL ENFORCEMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **June 5, 2026**, to the Governor’s Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **June 12, 2026**, to the Governor’s Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor’s Office of Highway Safety project coordinator to determine the effectiveness of the project.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$6,000.00
II.	Employee Related Expenses (0%)	\$0.00
	Total Award:	\$6,000.00

Signature of Project Director:

Evan Becher, Chief
Surprise Police Department

Date Telephone

*Signature of Authorized Official of
Governmental Unit:*

Andrea Davis, City Manager
City of Surprise

Date Telephone

AUTHORITY & FUNDS

- 1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405b, as approved for by the National Highway Traffic Safety Administration.

- 2. A. EFFECTIVE DATE: B. FEDERAL FUNDS:

Authorization to Proceed Date \$6,000.00

- 3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety

Approval Date

AZGOHS

Click It or Ticket Campaign

Surprise Police Department

Evan Becher

May 5, 2026



SURPRISE

ARIZONA

Grant Overview

AZGOHS Click It or Ticket Campaign

- Supports the “Click It or Ticket” enforcement campaign, focused on increasing seatbelt and child safety seat usage through high-visibility traffic enforcement.
- Reimburses overtime up to \$6,000 for officers to conduct a two-week, zero-tolerance enforcement wave (May 18–31, 2026).
- Supports public awareness efforts, including press releases, media engagement, and educational activities.



SURPRISE

ARIZONA

Council Action Requested

- Adopt Resolution No. 2026-58
- Authorize acceptance of grant funding from the Arizona Governor's Office of Highway Safety and Memorandum of Understanding (MOU) from the Governor's Office of Highway Safety and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of \$6,000 for overtime expenses to participate in the Click It or Ticket national enforcement campaign.



SURPRISE

ARIZONA

Questions or Comments?

THANK YOU



SURPRISE

ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: Police
Staff Recommendations:

Contact Person: Evan Becher, POLICE CHIEF
District: Citywide

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the acceptance of an Educational Services Agreement with Maricopa County Community College District (MCCCD), on behalf of Glendale Community College, Public Safety Sciences, for the delivery of credit courses; and providing related matters within the State of Arizona. Resolution 2026-59.

Motion:

I move to approve Resolution 2026-59.

Background:

This is for the review of an agreement with Maricopa County Community College District (MCCCD), on behalf of Glendale Community College, Public Safety Sciences, for the delivery of credit courses.

Objective Analysis:

The proposed Educational Services Agreement will provide the City of Surprise Police Department with accredited credit courses and educational programs within the State of Arizona.

Policy Compliant:

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

Financial Impact:

The City, as Contractor, may incur costs associated with tuition and fees for participating employees. Tuition rates are established by MCCCD and subject to change annually. Additionally, the City will

provide instructors for the courses and is responsible for all associated salary, benefits, and workers' compensation costs. Instructors remain City employees and are not eligible for compensation or financial benefits from MCCCCD.

Budget Impact:

There is no anticipated budget impact related to this item. The FY2026 adopted budget includes appropriations for expenses related to this agreement, and therefore, does not require a budget amendment.

FTE Impact:

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

ATTACHMENTS:

1. 26.05.05 Resolution-2026-59 MCCCCD FINAL
 2. GCC_City of Surprise_03_11_2026_redlines updated_ESA
 3. MCCCCD Agreement.Draft
-

RESOLUTION # 2026-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN EDUCATIONAL SERVICES AGREEMENT BETWEEN MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT, ON BEHALF OF GLENDALE COMMUNITY COLLEGE, PUBLIC SAFETY SCIENCES, FOR THE DELIVERY OF CREDIT COURSES; AND PROVIDING RELATED MATTERS WITHIN THE STATE OF ARIZONA.

WHEREAS, the City of Surprise, Arizona, for and on behalf of the Surprise Police Department, is a municipal corporation whose primary function is municipal law enforcement; and

WHEREAS, as part of its operations, but not as its primary function, the Surprise Police Department provides training and professional development to its personnel; and

WHEREAS, Maricopa County Community College District (“MCCCD”), on behalf of Glendale Community College, Public Safety Sciences (“College”), provides accredited credit courses and educational programs within the State of Arizona; and

WHEREAS, the City of Surprise and MCCCD desire to enter into a mutually beneficial Educational Services Agreement (“Agreement”) for the delivery of such credit courses (“Courses”), through which students who successfully complete the Courses will receive college credit; and

WHEREAS, under the Agreement, the College will provide curriculum oversight, student registration, and academic credit, as well as retain academic control of curriculum and instructional quality; and

WHEREAS, both parties are required to comply with applicable laws, including the Family Educational Rights and Privacy Act (FERPA), and must safeguard all students and confidential information; and

WHEREAS, the Agreement will be effective for a term of two (2) years unless terminated earlier, and may be terminated by either party upon thirty (30) days’ written notice; and

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

Section 1. The Agreement between MCCCD, on behalf of Glendale Community College, Public Safety Sciences, and the City of Surprise, attached as Exhibit A, is approved.

Section 2. The City Manager, or designee, is authorized to execute all necessary documents and take all actions required to implement and administer the Agreement.

Section 3. If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

EDUCATIONAL SERVICES AGREEMENT BETWEEN
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT (MCCCD), ON BEHALF OF
GLENDALE COMMUNITY COLLEGE, PUBLIC SAFETY SCIENCES, FOR THE
DELIVERY OF CREDIT COURSES; AND PROVIDING RELATED MATTERS WITHIN
THE STATE OF ARIZONA.

(BEGINS ON THE NEXT PAGE)



MARICOPA
COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281-6942

EDUCATIONAL SERVICES AGREEMENT

Credit Courses (Wash and Non-Wash)

This Educational Services Agreement for Credit Courses (Wash and Non-Wash) ("Agreement") is between Maricopa County Community College District ("MCCCD"), a political subdivision of the State of Arizona for **GLENDALE COMMUNITY COLLEGE, PUBLIC SAFETY SCIENCES** ("College"), and ("Contractor"), **CITY OF SURPRISE, ARIZONA, FOR AND ON BEHALF OF THE SURPRISE POLICE DEPARTMENT**, located at **16000 N CIVIC CENTER PLAZA, SURPRISE, AZ, 85374**, for the provision of certain educational services within the State of Arizona.

BACKGROUND

A. Contractor is a business or non-profit organization whose primary business is described as follows: **Municipal Law Enforcement**. As part of its business, but not as its primary business, Contractor provides training. Contractor wishes to teach some of College's courses to its:

Employees Members¹ Non-Members² Apprentices³

B. Contractor and College desire to enter into a mutually beneficial agreement for the delivery of some of College's credit courses ("Courses"). College will provide those who successfully complete the Courses ("Students") with college credit under the terms specified in this Agreement.

AGREEMENT

The parties agree as follows:

1. **Duration.** This Agreement will be effective on the date that authorized representatives of both parties have signed it, and will expire on **TWO YEARS FROM THE DATE SIGNED** unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 12.

2. **Contractor Responsibilities. [Check only one option.]**

2.1. Option A: College will provide instructors for the Courses. (If College pays Contractor employees directly as MCCCD employees to teach the Courses, then this is the appropriate option to check.)

Option B: Contractor will provide instructors for the Courses. The instructors directly teaching in the classroom will at all times during this Agreement meet the standards established by MCCCD for its faculty teaching the same curriculum. Instructors as well as Contractor staff who have access to the Students' educational records as defined in Paragraph 2.4 or to MCCCD's technology systems as specified in Paragraph 3.3 will be considered Persons of Interest under MCCCD's security and privacy administrative regulations.⁴ Instructors under this option will not be considered adjunct faculty for the College, and will not be entitled to any of the financial benefits to which adjunct faculty are entitled. However, instructors may participate in training and other activities that College provides for its adjunct faculty-employees. An instructor's participation in these activities will not alter his or her status as an employee of the Contractor or the coverage of Contractor's Worker's Compensation insurance coverage for these activities of the instructor. Instructional services under this Agreement will be referred to as "Instructional Services."

¹ See limitation in Paragraph 4.3.1.

² See limitation in Paragraph 4.3.1.

³ Apprenticeship programs are limited to GateWay Community College.

⁴ See Administrative Regulations 4.22 through 4.24 at: <https://district.maricopa.edu/regulations/admin-regs/section-4>

- 2.2. Option A: Contractor will locate the site for the Courses in facilities that are appropriate to the needs of specific programs and the College's standards.
- Option B: The Courses will be taught by the party identified in Paragraph 2.1 at College's facilities.
- 2.3. College will be responsible for registering students for the Courses.
- 2.4. If Contractor is teaching the Courses, the federal Family Educational Rights and Privacy Act of 1974 as amended ("FERPA"), applies and Contractor is required to comply with it in all respects concerning the Students in the Courses. Contractor will not provide Student roster lists, or any Student educational records such as grades and Social Security numbers, about those Students to any person unless the Student expressly authorizes MCCCDC or the College to disclose such information. Contractor will promptly notify MCCCDC at protectprivacy@maricopa.edu if it has reason to believe that an unauthorized disclosure of Students' educational records has occurred. Contractor acknowledges that MCCCDC must designate it as an "other school official" under FERPA. Contractor will limit its employees' access to the records to those persons for whom access is essential to the performance of this Agreement. In accordance with the FERPA, Contractor will safeguard those records from improper disclosure. Furthermore, Contractor will not disclose those records without the prior written authorization of the Student and/or the parent of a Student who is a minor permitting MCCCDC and Contractor to release the information according to the authorization.
- 2.5. If Contractor is teaching the Courses, Contractor will advise each instructor, before teaching any Course covered by this Agreement, about the requirements of this Agreement, and particularly those set forth in Paragraph 2.4.
- 2.6. If Contractor is teaching the Courses, its instructors will grade Students according to standards and policies of MCCCDC and College.

3. Evaluation of Curriculum and Instructional Services.

- 3.1. College will re-evaluate Contractor's curriculum and, if applicable, Instructional Services on an on-going basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum and Instructional Services are under the control of College.
- 3.2. If Contractor is teaching the Courses, College has designated a person at the College to be the contact person. That person is: **DIRECTOR OF LAW ENFORCEMENT OPERATIONS**
- 3.3. If Contractor is teaching the Courses, College will provide Contractor instructors and Contractor staff, as appropriate, with MCCCDC enterprise identification and Student Information System numbers so that they may access the Faculty Center of MCCCDC's Student Information System for the limited purposes of inputting student grades, withdrawals, or incompletes. Contractor instructors will not have access to any other student education record or other Confidential Information, as defined in Paragraph 17.
- 3.4. **Contractor instructors or staff will will not have access to MCCCDC's technology systems beyond that described in Paragraph 3.3. If those persons will have greater access than that described in Paragraph 3.3, they or the Contractor may be required to sign a security and privacy amendment to this Agreement. Please describe the access that they will have: N/A**
- 3.5. **Contractor's Instructional Services may not be subcontracted.**

4. Billing for Tuition, Facilities and Instructional Services.

- 4.1. **Applicable Tuition and Fee Charges.** For each Student enrolled in a Course, College will charge all tuition and applicable fees according to MCCCDC's current approved Tuition and Fee Schedule. The tuition and fee schedule is subject to change annually on July 1 of each year. Contractor may not require Students to pay Contractor any additional amounts for tuition and fees other than those noted on MCCCDC's current approved Tuition and Fee Schedule. The tuition and fees payable are:
- 4.1.1. Tuition for each Course based on enrollment at the appropriate current tuition rate, determined by residency, per semester hour;

- 4.1.2. A registration fee;
- 4.1.3. Course fees as appropriate; and
- 4.1.4. Book fees as appropriate.

4.2 Payments Between the Parties. [Check only one option.]

Option A (Funds Exchanged): Contractor or Student will pay all appropriate tuition and fees to College. The College will promptly notify the parties of any fee changes prior to the start of each semester. An updated fee schedule will be provided annually for billing and reference purposes.

If applicable, College will pay Contractor the amount equal to tuition fees NOT including lab fees and enrollment fees for providing the following services, which includes Instructional Services (collectively, "Services"): Instructional Services and usage fees for necessary equipment, including vehicles.

If applicable, Contractor will invoice College and College will pay for the use of Contractor's facilities for the Courses as follows: N/A.

Option B (No Funds Exchanged): College will invoice Contractor for the appropriate in-state or out-of-state tuition rate. Contractor will invoice College for each Course for facilities rental and Services. The amount invoiced by the Contractor will equal the amount of the appropriate in-state tuition rate and fees for that course. **Contractor or Student will pay College for any out-of-state tuition where applicable.**

4.3 Additional Charges of Contractor.

4.3.1 If Contractor is a non-profit membership organization offering the Courses under this Agreement primarily to its members, it may offer the Courses to non-members and charge an additional reasonable administrative fee to those non-member students so long as most of the students in the Courses under this Agreement continue to be employees or its members. MCCCCD is required to specify this limitation in this Agreement due to legal requirements relating to its statutory authorization.

4.3.2 In addition to tuition and fees, Contractor may purchase books and supplies for the Students in the Courses and include the cost of those items as a charge to the Students.

5. Termination.

- 5.1. Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party. Termination will not be effective until all the Courses in process on the date the notice is given have been completed.
- 5.2. MCCCCD, College, and the Contractor may terminate this Agreement under ARS § 38-511 for a conflict of interest.

6. Indemnification.

6.1. Non-Public Entities. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless MCCCCD, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Agreement, or from negligent or intentional acts, or omissions of the Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Agreement. If applicable, Contractor will also indemnify, defend, and hold harmless MCCCCD and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor's services under this Agreement violates the claimant's property rights. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph. All claims, damages, losses and expenses that arise from the operations of the Contractor as described in this Agreement, are the sole responsibility of the Contractor and this indemnification provision shall apply.

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

7. Insurance Applicable Only to Non-Public Entities. If the Contractor is **not** a public entity, Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A-VIII or better. Before the start of the Agreement, Contractor will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to:

DO/College | ATTN: Name
Address | C S Z | or by email to:

The insurance policies, except Worker’s Compensation, must be endorsed as required by this written Agreement to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds⁵ with the following language or its equivalent:

*Maricopa County Community College District, its agents, officers, officials, employees,
and volunteers are hereby named as additional insureds as their interest may appear.*

The insurance policies shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

Each insurance policy required by the insurance requirements of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days’ prior written notice has been given to the College Representative, except when cancellation is for non-payment of premium; then ten (10) days’ prior notice may be given. Such notice should be sent directly to College Representative. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify the College Representative of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer’s notification to that effect. The Contractor’s insurance must be primary, and any insurance or self-insurance maintained by MCCCCD will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this Agreement shall be made by the MCCCCD Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

A. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Property \$50,000⁶
- Each Occurrence \$1,000,000

B. If applicable, Commercial Auto Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor’s owned, hired, and non-owned vehicles.

⁵ Insurance for any agreements with Scottsdale Community College should include the Salt River Pima-Maricopa Indian Community as additional insured.

⁶ Limit can change depending on the type of risk.

- C. **If applicable, Worker's Compensation** insurance with limits statutorily required by an Federal or state law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
8. **Nondiscrimination.** The Parties will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
9. **Disability Guidelines.** If applicable to the work of the Contractor under this Agreement, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 et seq.) and its implementing regulations set forth at Title 28, CFR Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d) and its implementing regulations set forth at Title 36, CFR Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCDC from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.
10. **Governing Law.** This Agreement will be governed by the laws of the State of Arizona. Nothing in this Agreement waives MCCCDC's sovereign immunity.
11. **Funds Unavailable.** MCCCDC or Contractor may terminate this Agreement, without penalty, if its Governing Board or Council fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The terminating Party shall give prompt written notice to the other Party after it knows that funding will not be available.
12. **Amendment.** The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.
13. **Use of Party's Logo or Name.** Contractor may only use MCCCDC's or the College's name or logo for the courses subject to this Agreement and only with the prior written approval of MCCCDC or College. Similarly, Contractor's logo, name, trademarks or other intellectual property may not be used by MCCCDC or College without Contractor's written approval.
14. **Contractor Professionalism.**
- 14.1. Contractor will, at all times during this Contract, provide the Services under this Agreement within the highest standards of its profession.
- 14.2. Contractor certifies and warrants that the Services it provides under this Agreement comply with all applicable laws, regulations and policies, and with this Agreement.
15. **Independent Contractor Certification.** The Parties acknowledge that all services being provided under this Agreement are being provided as independent contractors, not as an employee or agent of the other Party.
16. **Legal Worker Requirements.** To the extent applicable under ARS § 41-4401, Contractor and MCCCDC each verifies that it checks the employment eligibility through the e-verify program of any employee it hires, and complies with federal immigration laws and regulations relating to their employees. As required by ARS § 41-4401, violation of these

requirements is a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and that the law provides other rights to both parties to ensure compliance.

17. Confidential Information Defined. Confidential Information is any available data or information in all forms collected, stored, or maintained that encompasses information that is personal to or uniquely identifies students, employees, agents or other constituents of either Party, including but not limited to information that is protected by law or regulation. Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding employees and students, protected health information, and other personally identifying information. In addition, Confidential Information includes data and other information that is proprietary to or developed by either Party such as institutional financial and performance records.

18. Obligations to Protect Confidential Information and Other Assets.

- 18.1. The confidentiality requirements set forth in this Agreement are subject to Arizona Public Records Law.
- 18.2. The Parties agree that Confidential Information provided, or to which they may have access under this Agreement will be used only and exclusively to support performance of this Agreement and not for any other purpose.
- 18.3. Contractor's instructors, employees, or agents who have access to MCCC'D's network, facilities, data, or Confidential Information (collectively, "MCCC'D Assets") may not have access until they have received MCCC'D's privacy and security training.
- 18.4. At all times during this Agreement, the Parties will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information. Either Party will supply an appropriate representative of the other Party with copies of those policies and plans upon request.
- 18.5. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing Services. Contractor will supply the appropriate MCCC'D representative with copies of those policies upon request.
- 18.6. The Parties agree to inform the other Party by sending an e-mail to protectprivacy@maricopa.edu or ITSecurity@surpriseaz.gov immediately, and in no event later than within one (1) business day if the notifying Party and/or its employees, instructors, or agent(s) have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which the other Party may be required to perform a risk assessment and/or provide a notification under applicable law, such as a breach. "Security incident" means the unauthorized access to and/or misappropriation of Confidential Information. The notifying Party will provide as many details as it has available in the notice about the nature of matter and will update the other Party as more information becomes available.
- 18.7. The notifying Party will be financially responsible for the costs related to any security incident, breach or risk assessment caused by the inappropriate disclosure of Confidential Information by its employees, staff, directors or agents including but not limited to drafting and mailing of notifications; call center services, forensic investigation services, and credit monitoring.
- 18.8. If either Party, its employees, or any tier of either Party's agent(s) in the performance of this Agreement maintains Confidential Information on its technology, the Parties each respectively warrant and confirm that the maintenance of that information will meet applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 18.9. Each Party owns all of their respective records and data of which they may have custody on the other Party's behalf including Confidential Information. Neither Party will disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Agreement or, if this Agreement is silent, without the express written approval of an authorized representative of the Party that owns the records, data, and Confidential Information. The Parties will work with one another to transfer all of the records and data back to

the other Party on the termination or expiration of this Agreement. Regarding Confidential Information, the Parties will return that information or securely destroy it promptly as directed by the other Party that owns that information without retaining any copies thereof, with any destruction confirmed in writing by the Party directing such destruction, except to the extent copies are required by law to remain with or.

18.10. Either Party agrees to provide the other Party with access to the other Party's records and data including Confidential Information that the requested Party holds or uses on behalf of the requesting Party upon written request with reasonable advance notice.

18.11. The Parties agree to maintain, and provide to the other Party if requested, a record or when and to whom Confidential Information is disclosed.

MCCCD

CONTRACTOR

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____



OTHER APPROVALS, IF NECESSARY

Signature: _____
Name: _____
Title: _____
Date: _____

NOTE: Legal approval required only when the template language has been revised (redlined) or the cost exceeds the delegated signature authority expense limit.

Maricopa Community Colleges Educational Services Agreement

Surprise Police Department

Evan Becher

May 5, 2026



SURPRISE

ARIZONA

Agreement Overview

Glendale Community College Public Safety Sciences (Police Academy)

- Establishes a partnership with Glendale Community College to provide college credit and certificate of completion to Surprise PD personnel who successfully complete the police academy.
- Surprise PD agrees to provide qualified instructors and/or training facilities that meet MCCCDC standards.
- The two-year agreement supports professional development and training standardization within the department with our West Valley partners.



SURPRISE

ARIZONA

Council Action Requested

- Adopt Resolution No. 2026-59
- Authorize acceptance of an Educational Services Agreement with Maricopa County Community College District (MCCCD), on behalf of Glendale Community College, Public Safety Sciences, for the delivery of credit courses.



Questions or Comments?

THANK YOU



SURPRISE

ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026

Contact Person: Jeanine Jerkovic, DIRECTOR -
ECON DEV

Submitting Department: Economic Development
Staff Recommendations:

District: District 1

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Resolution 2026-74 – Assignment and Assumption of Pre-Annexation Development Agreement and Addendum (Route 14 Investment Partners LLC to Waymo LLC)

Motion:

I move to approve Resolution 2026-74 approving the Assignment and Assumption of the Pre-Annexation Development Agreement and related Addendum.

Background:

The City of Surprise previously entered into a Pre-Annexation Development Agreement effective May 9, 2008, as amended (the “PADA”), governing certain real property within the City. Route 14 Investment Partners LLC is the current owner of the subject property and a successor-in-interest to prior parties under the PADA. Route 14 Investment Partners LLC has entered into a purchase and sale agreement to convey the property to Waymo LLC. As part of that transaction, Route 14 Investment Partners LLC proposes to assign, and Waymo LLC proposes to assume, all applicable rights and obligations under the PADA. An Addendum to the PADA has been executed to formally recognize Waymo LLC as the new “Owner” under the PADA and to incorporate the assignment into the governing agreement. City Council approval is required pursuant to the terms of the PADA.

Objective Analysis:

The action assigns all rights and obligations under the PADA to Waymo LLC, which will assume all responsibilities as the “Owner.” The Addendum confirms City consent and updates ownership, while all existing terms remain in effect and continue to run with the land, binding on successors and assigns.

Policy Compliant:

This action is consistent with the development agreement, city policy and A.R.S. § 9-500.05.

Financial Impact:

There is no direct financial impact to the City associated with approval of this assignment. All existing obligations remain in effect and are transferred to the assignee.

Budget Impact:

None at this time.

FTE Impact:

No impact on staffing levels.

ATTACHMENTS:

1. Resolution 2026-74 Assignment of Pre-Annexation Development Agreement
 2. Assignment and Assumption of Pre-Annexation Development Agreement (4900-5241-9750.2)
 3. Addendum to Pre-Annexation Development Agreement (4919-6495-6838.1)
-

RESOLUTION # 2026-74

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE ASSIGNMENT AND ASSUMPTION OF A PRE-ANNEXATION DEVELOPMENT AGREEMENT RELATED TO CERTAIN PROPERTY LOCATED WITHIN THE CITY OF SURPRISE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS.

WHEREAS, the City of Surprise, an Arizona municipal corporation, previously entered into that certain Pre-Annexation Development Agreement effective May 9, 2008, and recorded in the Official Records of Maricopa County, Arizona (the "PADA"); and

WHEREAS, the PADA applies to certain real property located within the City of Surprise, Arizona, (the "Property"); and

WHEREAS, the current owner of the Property (the "Assignor") holds all rights and obligations under the PADA; and

WHEREAS, the Assignor has entered into a transaction to transfer the Property to a new owner (the "Assignee"); and

WHEREAS, in connection with such transfer, the Assignor desires to assign, and the Assignee desires to assume, all rights and obligations under the PADA; and

WHEREAS, pursuant to Section 20(H) of the PADA, City consent is required for such assignment; and

WHEREAS, the Mayor and Council find that consenting to the assignment and assumption of the PADA will allow for the continued development of the Property in accordance with the terms of the PADA.

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

Section 1. The Mayor and Council hereby approve the assignment and assumption of the Pre-Annexation Development Agreement, including the Addendum related thereto, from Assignor to Assignee for the property.

Section 2. The City Manager, or designee, is hereby authorized to execute any and all documents necessary to effectuate the City's consent to the assignment and assumption of the Pre-Annexation Development Agreement.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Deputy City Attorney

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Waymo LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attn: Legal Department

(Space above this line for recorder's use)

**ASSIGNMENT AND ASSUMPTION OF
PRE-ANNEXATION DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF PRE-ANNEXATION DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2026, by and between **ROUTE 14 INVESTMENT PARTNERS LLC**, a Delaware limited liability company ("Assignor"), and **WAYMO LLC**, a Delaware limited liability company ("Assignee").

RECITALS:

- A. The City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and Surprise Grand Vista JV I, LLC ("Grand Vista") entered into that certain Grand Vista Pre-Annexation Development Agreement effective May 9, 2008, and recorded on May 22, 2008, in the Official Records of Maricopa County, Arizona, as Instrument No. 2008-0452752 (the "Original PADA"), as amended by that certain First Amendment to the Grand Vista Pre-Annexation Development Agreement, recorded on June 8, 2009, in the Official Records of Maricopa County, Arizona, as Instrument No. 20090517080 (the "First Amendment to PADA", and together with the Original PADA, collectively, as assigned and amended, the "PADA") between the City and Grand Vista.
- B. Assignor acquired from SFI Grand Vista LLC that certain real property located in the City of Surprise, County of Maricopa, State of Arizona, more particularly described on Exhibit "A" attached to this Agreement (the "Property"), and the Property is subject to and benefitted by the terms and provisions of the PADA.
- C. Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of April 2, 2026 (the "Purchase Agreement"), pursuant to which Assignee intends to acquire the Property from Assignor.
- D. Contemporaneous with the sale and transfer of the Property pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, titles, and interests (if any), together with all of Assignor's obligations (if any), under the PADA with respect to the Property (collectively, the "PADA Rights and Obligations"), and Assignee desires to accept and assume the PADA Rights and Obligations, such assignment and assumption to be effective on the Effective Date (as defined in Section 3 below).

- E. In accordance with Section 20(H) of the Original PADA, the City has consented to and approved of Assignor's assignment and Assignee's assumption of the PADA Rights and Obligations pursuant to Resolution _____ of the City Council of the City of Surprise passed at a duly noticed public hearing on the ___ day of _____, 2026 (the "City Consent"), and Assignor, Assignee and the City Manager have executed that certain Addendum to Pre-Annexation Development Agreement (the "Addendum"), which Addendum is attached hereto as Exhibit "B" and incorporated into this Agreement and the PADA.
- F. All capitalized terms in this Agreement (unless otherwise defined herein) shall have the same meanings attributed to such terms in the PADA.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby absolutely and unconditionally assigns, transfers, and sets over to Assignee, all of Assignor's PADA Rights and Obligations (if any). As set forth in Section 11 of the Purchase Agreement, which is hereby incorporated into this Agreement, the Assignor's PADA Rights and Obligations assigned hereby are assigned AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, except as otherwise expressly provided in the Purchase Agreement.
2. Assumption. Effective as of the Effective Date, Assignee hereby accepts the assignment of the PADA Rights and Obligations from Assignor and hereby assumes all of Assignor's PADA Rights and Obligations.
3. Effective Date. For purposes of this Agreement, the "Effective Date" shall be the later to occur of: (i) the date on which the special warranty deed from Assignor to Assignee for the Property is recorded in the Official Records of Maricopa County, Arizona; (ii) the date of the execution and delivery of this Agreement (and the Addendum) by all parties, and (iii) the issuance by the City of the City Consent.
4. Further Assurances. Assignor will, at the reasonable written request of Assignee, execute, acknowledge and deliver all and every such further assignments, notices of assignments, and transfers as Assignee shall reasonably request for the better assigning, transferring and confirming unto Assignee the rights hereby assigned to Assignee.
5. Authority. Assignor and Assignee each represents and warrants to the other that it has full power and authority to execute and deliver this Agreement and the execution and delivery of this Agreement has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or Assignee or the Property.
6. Successors and Assigns. This Agreement runs with the land and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

7. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

8. Governing Law. This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of laws.

9. Recitals. Each party represents, warrants and confirms to the other that the Recitals set forth above in this Agreement are true, complete, and correct, and each party agrees that the Recitals are incorporated into this Agreement by reference.

10. No Waiver; Severability. No delay or omission by either party hereto in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either party hereto of any of the covenants, conditions or obligations to be performed by the other party shall not be construed as a waiver of any subsequent breach of the same or any other covenants, conditions or obligations. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

11. No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

12. Notices. All notices required or permitted to be given to Owner under or pursuant to Section 20(C) of the Original PADA shall be given as follows:

Owner: Waymo LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attention: Bill Hansen, Errol Norman, Esq.
Email: billhansen@waymo.com; erroln@waymo.com;
legal-notices@waymo.com

With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, CA 90067
Attn: Alain M. R'bibo, Esq.; Jonathan D. Berger, Esq.


Email: arbibo@allenmatkins.com;
jberger@allenmatkins.com

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the date and year first above written.

ASSIGNOR:

ROUTE 14 INVESTMENT PARTNERS LLC,
a Delaware limited liability company

By: 
Name: J. CHANG
Title: MANAGER

ASSIGNEE:

WAYMO LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

State of California)
County of Santa Clara)

On April 21, 2026, before me, Terencia Tervalon,
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the date and year first above written.

ASSIGNOR:

ROUTE 14 INVESTMENT PARTNERS LLC,
a Delaware limited liability company

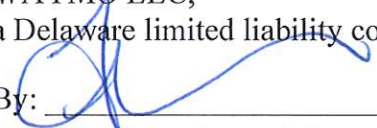
By: _____

Name: _____

Title: _____

ASSIGNEE:

WAYMO LLC,
a Delaware limited liability company

By:  _____

Name: Tekedra Mawakma

Title: CoFO

ACKNOWLEDGMENT

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

State of California)
County of Santa Clara)

On 27 April 2020, before me, Brandi Garcia,
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature *Brandi Garcia*

(Seal)



EXHIBIT A

(to Assignment and Assumption of Pre-Annexation Development Agreement)

LEGAL DESCRIPTION

The real property referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

Parcel No. 1:

Section 7, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

EXCEPT that portion of said Section 7 described as follows:

COMMENCING at the Southwest corner of said Section 7;

THENCE North along the Township line between Ranges 2 and 3 West, a distance of 1,140.85 feet to the true Point of Beginning;

THENCE North 89°57' East, a distance of 930 feet;

THENCE North 207.15 feet;

THENCE South 89°56' West, a distance of 930 feet to a point on the Township line marked by a 1" pipe between Ranges 2 and 3 West;

THENCE South along said Township line, a distance of 207.15 feet to the true Point of Beginning, and

EXCEPT all oil and gas as reserved in Patent from United States of America.

Parcel No. 2:

The South Half of Section 31, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the West Half of the Northeast Quarter of the Southwest Quarter of said Section 31, and EXCEPT the following described parcel:

Lot 3, Section 31, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and

EXCEPT all coal and other minerals as reserved in Patent.

Parcel No. 3:

Section 5, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 4:

Lots 1, 2, 3, 4, and the East Half, and the Northwest Quarter of the Northeast Quarter of the Northwest Quarter, and the South Half of the Northeast Quarter of the Northwest Quarter, and the East Half of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 6, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT from Lots 1 and 2 and the East Half of the Northwest Quarter, all oil and gas as reserved in Patent.

Parcel No. 5:

Section 8, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 6:

The West Half of the East Half of the East Half of the Northwest Quarter of the Northeast Quarter and the East Half of the West Half of the East Half of the Northwest Quarter of the Northeast Quarter of Section 17, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 7:

Section 9, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the South 40 feet thereof.

Parcel No. 8:

Section 4, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 9:

The East Half of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT those certain fences and all appurtenances constructed by the United States, as set forth in Patent recorded in Docket 2878, Page 584, records of Maricopa County, Arizona.

Parcel No. 10:

The South Half of the Southwest Quarter and the East Half of the Northeast Quarter of the Southwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 11:

The West Half of the Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 12:

The East Half of the Northwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 13:

The Southeast Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 14:

The East Half of the Northwest Quarter of the Southwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 15:

The West Half of the Northeast Quarter of the Southwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 16:

The North Half of the North Half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 17:

The South Half of the North Half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 18:

The South Half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 19:

The Southwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 20:

The Northwest Quarter of Section 15, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and minerals as reserved in Patent from United States of America.

Parcel No. 21:

The South Half of the Southwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 22:

The North Half of the Southwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 23:

The Northeast Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 24:

The Northwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 25:

The Southwest Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 26:

The Southeast Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 27:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 28:

The South Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 29:

The North Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 30:

The Southwest Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 31:

The Southeast Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 32:

The Northeast Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT those certain fences and all appurtenances constructed by the United States, as set forth in Patent recorded in Docket 2878, Page 584, records of Maricopa County, Arizona.

Parcel No. 33:

The Northwest Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT those certain fences and all appurtenances constructed by the United States, as set forth in Patent recorded in Docket 2878, Page 584, records of Maricopa County, Arizona.

Parcel No. 34:

The Northeast Quarter of the Northeast Quarter of Section 12, Township 5 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT all coal and other minerals as reserved in Patent from United States of America.

EXHIBIT B

(to Assignment and Assumption of Pre-Annexation Development Agreement)

ADDENDUM TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

[ATTACHED]

ADDENDUM TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

In accordance with Section 20(H) of that certain Grand Vista Pre-Annexation Development Agreement effective May 9, 2008, and recorded in the Official Records of Maricopa County, Arizona, as Instrument No. 2008-0452752, as amended by that certain First Amendment to the Grand Vista Pre-Annexation Development Agreement, recorded in the Official Records of Maricopa County, Arizona, as Instrument No. 20090517080 (collectively, the “Agreement”), this Addendum to Pre-Annexation Development Agreement (“Addendum”) is made and entered into by and between Owner and New Owner (as such terms are defined herein) with respect to the Agreement, and, when countersigned below by the City Manager on behalf of the City, it shall become an addendum to the Agreement for all purposes, and shall thereafter be construed to be integrated into such document.

The Parties hereby approve the assignment of Owner’s right, title and interest (if any) in and to the Agreement to New Owner:

<p><u>“Owner”</u> Route 14 Investment Partners, LLC c/o Apple Inc. One Apple Park Way, MS 319-6RED Cupertino, CA 95014 Attn: Real Estate & Development Acquisitions E-mail: CorpRENotices@apple.com</p>	<p><u>“New Owner”</u> Waymo LLC 1600 Amphitheatre Parkway Mountain View, CA 94043 Attention: Bill Hansen, Errol Norman, Esq. Email: billhansen@waymo.com; erroln@waymo.com; legal-notices@waymo.com</p>
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Affected Property: See attached as Schedule 1

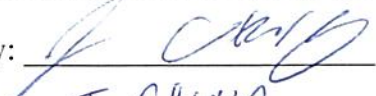
The definition of Owner within the Agreement shall now be New Owner, and New Owner shall be entitled to the rights and responsible for the obligations of the “Owner” under the Agreement.

Unless otherwise separately defined in this Addendum, all capitalized terms contained herein shall be given the meaning set forth for such terms in the Agreement. All of the terms, provisions and conditions of the Agreement which are not expressly modified, amended or clarified by this Addendum (or which, in context, must be deemed modified, amended or clarified hereby) shall remain in full force and effect.

The City is executing this Addendum solely for the purpose of acknowledging and consenting to Owner’s act of assigning Owner’s right, title and interest (if any) in and to the Agreement to New Owner in accordance with Section 20(H) of the Agreement. In executing this Addendum, the City makes no covenant, representation, or warranty, express or implied, as to the existence or scope of the rights or obligations which Owner is assigning to New Owner; to the continuing accuracy, validity, or legality of the Agreement; or to the performance (or lack thereof) by any Party to the Agreement.

ASSIGNOR:

ROUTE 14 INVESTMENT PARTNERS LLC,
a Delaware limited liability company

By: 
Name: J. CHIWA
Title: MANAGER

ASSIGNEE:

WAYMO LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CITY OF SURPRISE:

By: _____
Name: _____
Title: City Manager

ASSIGNOR:

ROUTE 14 INVESTMENT PARTNERS LLC,
a Delaware limited liability company

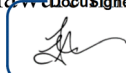
By: _____

Name: _____

Title: _____

ASSIGNEE:

WAYMO LLC,
a Delaware limited liability company

By:  _____
F3ED2DD3A838470...

Name: Tekedra Mawakana
Authorized Signatory

Title: 4/22/2026

CITY OF SURPRISE:

By: _____

Name: _____

Title: City Manager

SCHEDULE 1

LEGAL DESCRIPTION

The real property referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

Parcel No. 1:

Section 7, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

EXCEPT that portion of said Section 7 described as follows:

COMMENCING at the Southwest corner of said Section 7;

THENCE North along the Township line between Ranges 2 and 3 West, a distance of 1,140.85 feet to the true Point of Beginning;

THENCE North 89°57' East, a distance of 930 feet;

THENCE North 207.15 feet;

THENCE South 89°56' West, a distance of 930 feet to a point on the Township line marked by a 1" pipe between Ranges 2 and 3 West;

THENCE South along said Township line, a distance of 207.15 feet to the true Point of Beginning, and

EXCEPT all oil and gas as reserved in Patent from United States of America.

Parcel No. 2:

The South Half of Section 31, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the West Half of the Northeast Quarter of the Southwest Quarter of said Section 31, and EXCEPT the following described parcel:

Lot 3, Section 31, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and

EXCEPT all coal and other minerals as reserved in Patent.

Parcel No. 3:

Section 5, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 4:

Lots 1, 2, 3, 4, and the East Half, and the Northwest Quarter of the Northeast Quarter of the Northwest Quarter, and the South Half of the Northeast Quarter of the Northwest Quarter, and the East Half of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 6, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT from Lots 1 and 2 and the East Half of the Northwest Quarter, all oil and gas as reserved in Patent.

Parcel No. 5:

Section 8, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 6:

The West Half of the East Half of the East Half of the Northwest Quarter of the Northeast Quarter and the East Half of the West Half of the East Half of the Northwest Quarter of the Northeast Quarter of Section 17, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 7:

Section 9, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the South 40 feet thereof.

Parcel No. 8:

Section 4, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 9:

The East Half of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT those certain fences and all appurtenances constructed by the United States, as set forth in Patent recorded in Docket 2878, Page 584, records of Maricopa County, Arizona.

Parcel No. 10:

The South Half of the Southwest Quarter and the East Half of the Northeast Quarter of the Southwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 11:

The West Half of the Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 12:

The East Half of the Northwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 13:

The Southeast Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 14:

The East Half of the Northwest Quarter of the Southwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 15:

The West Half of the Northeast Quarter of the Southwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 16:

The North Half of the North Half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 17:

The South Half of the North Half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 18:

The South Half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 19:

The Southwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 20:

LEGAL
DESCRIPTION

The Northwest Quarter of Section 15, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and minerals as reserved in Patent from United States of America.

Parcel No. 21:

The South Half of the Southwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 22:

The North Half of the Southwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 23:

The Northeast Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 24:

The Northwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 25:

The Southwest Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 26:

The Southeast Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 27:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 28:

The South Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 29:

The North Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 30:

The Southwest Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 31:

The Southeast Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 32:

The Northeast Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT those certain fences and all appurtenances constructed by the United States, as set forth in Patent recorded in Docket 2878, Page 584, records of Maricopa County, Arizona.

Parcel No. 33:

The Northwest Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT those certain fences and all appurtenances constructed by the United States, as set forth in Patent recorded in Docket 2878, Page 584, records of Maricopa County, Arizona.

Parcel No. 34:

The Northeast Quarter of the Northeast Quarter of Section 12, Township 5 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT all coal and other minerals as reserved in Patent from United States of America.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026

Contact Person: Jeanine Jerkovic, DIRECTOR -
ECON DEV

Submitting Department: Economic Development
Staff Recommendations:

District: District 1

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Resolution 2026-75 – Assignment and Assumption of Development Agreement (Route 14 Investment Partners LLC to Waymo LLC)

Motion:

I move to approve Resolution 2026-75 approving the Assignment and Assumption of the Development Agreement.

Background:

The City of Surprise entered into a Development Agreement dated September 6, 2016. Route 14 Investment Partners LLC is the current owner and successor to prior interests. Route 14 Investment Partners LLC has entered into a purchase agreement to sell the property to Waymo LLC. In connection with that transaction, Route 14 Investment Partners LLC proposes to assign, and Waymo LLC proposes to assume, all rights and obligations under the Development Agreement. City Council approval is required pursuant to the agreement.

Objective Analysis:

The assignment transfers all rights and obligations under the Development Agreement to Waymo LLC, which assumes full responsibility for its terms and performance. This assignment becomes effective upon recording, execution, and receiving the City's consent, and the Agreement will remain binding and continue to run with the land.

Policy Compliant:

This action is consistent with the development agreement, city code, and A.R.S. § 9-500.05.

Financial Impact:

No direct financial impact to the City.

Budget Impact:

None at this time.

FTE Impact:

No impact on staffing levels.

ATTACHMENTS:

1. Resolution 2026-75 Assignment of Development Agreement
 2. Assignment and Assumption of Development Agreement (4921-8299-5110.1)
-

RESOLUTION # 2026-75

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE ASSIGNMENT AND ASSUMPTION OF A DEVELOPMENT AGREEMENT RELATED TO CERTAIN PROPERTY LOCATED WITHIN THE CITY OF SURPRISE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS.

WHEREAS, the City of Surprise, an Arizona municipal corporation, previously entered into a Development Agreement dated September 6, 2016, and recorded on September 8, 2016, in the Official Records of Maricopa County, Arizona (the "Development Agreement"); and

WHEREAS, the Development Agreement applies to certain real property located within the City of Surprise, Arizona, (the "Property");

WHEREAS, the Development Agreement has been previously assigned, and the current owner of the Property (the "Assignor") holds all rights and obligations under the Development Agreement; and

WHEREAS, the Assignor has entered into a Purchase and Sale Agreement with a prospective purchaser (the "Assignee") for the transfer of the Property; and

WHEREAS, in connection with the sale of the Property, the Assignor desires to assign, and the Assignee desires to assume, all rights and obligations under the Development Agreement; and

WHEREAS, pursuant to Section 7.9 of the Development Agreement, City consent is required for such assignment and assumption; and

WHEREAS, the Mayor and Council find that consenting to the assignment and assumption of the Development Agreement will allow for the continued development of the Property in accordance with the terms of the Development Agreement.

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

Section 1. The Mayor and Council hereby approve the assignment and assumption of the Development Agreement from Assignor to Assignee.

Section 2. The City Manager, or designee, is hereby authorized to execute any and all documents necessary to effectuate the City's consent to the assignment and assumption of the Development Agreement.

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Deputy City Attorney

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Waymo LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attn: Legal Department

(Space above this line for recorder's use)

**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2026, by and between **ROUTE 14 INVESTMENT PARTNERS LLC**, a Delaware limited liability company ("Assignor"), and **WAYMO LLC**, a Delaware limited liability company ("Assignee").

RECITALS:

- A. The City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and SFI Grand Vista, LLC ("SFI") entered into that certain Development Agreement dated September 6, 2016, and recorded on September 8, 2016, in the Official Records of Maricopa County, Arizona, as Instrument No. 2016-0652403 (as assigned the "Development Agreement").
- B. Assignor acquired from SFI that certain real property located in the City of Surprise, County of Maricopa, State of Arizona, more particularly described on Exhibit "A" attached to this Agreement (the "Property"), and the Property is subject to and benefitted by the terms and provisions of the Development Agreement.
- C. Assignor and SFI entered into the certain Assignment of Development Agreement dated July 30, 2021, and recorded on July 30, 2021, in the Official Records of Maricopa County, Arizona, as Instrument No. 20210827514, pursuant to which SFI, assigned, and Assignor assumed, any and all rights, titles, interests and obligations of SFI under the Development Agreement.
- D. Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated as of April 2, 2026 (the "Purchase Agreement"), pursuant to which Assignee intends to acquire the Property from Assignor.
- E. Contemporaneous with the sale and transfer of the Property pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, titles, and interests, together with all of Assignor's obligations, under the Development Agreement with respect to the Property (collectively, the "Development Agreement Rights and Obligations"), and Assignee desires to accept and assume the Development Agreement Rights and Obligations, such assignment and assumption to be effective on the Effective Date (as defined in Section 3 below).

- F. In accordance with Section 7.9 of the Development Agreement, the City has consented to and approved of Assignor's assignment and Assignee's assumption of the Development Agreement Rights and Obligations pursuant to Resolution _____ of the City Council of the City of Surprise passed at a duly noticed public hearing on the __ day of _____, 2026 (the "City Consent").
- G. All capitalized terms in this Agreement (unless otherwise defined herein) shall have the same meanings attributed to such terms in the Development Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby absolutely and unconditionally assigns, transfers, and sets over to Assignee, all of Assignor's Development Agreement Rights and Obligations. As set forth in Section 11 of the Purchase Agreement, which is hereby incorporated into this Agreement, the Assignor's Development Agreement Rights and Obligations assigned hereby are assigned AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, except as otherwise expressly provided in the Purchase Agreement.

2. Assumption. Effective as of the Effective Date, Assignee hereby accepts the assignment of the Development Agreement Rights and Obligations from Assignor and hereby assumes all of Assignor's Development Agreement Rights and Obligations.

3. Effective Date. For purposes of this Agreement, the "Effective Date" shall be the later to occur of: (i) the date on which the special warranty deed from Assignor to Assignee for the transfer of the Property is recorded in the Official Records of Maricopa County, Arizona; (ii) the date of the execution and delivery of this Agreement by all parties, and (iii) the issuance by the City of the City Consent.

4. Further Assurances. Assignor will, at the reasonable written request of Assignee, execute, acknowledge and deliver all and every such further assignments, notices of assignments, and transfers as Assignee shall reasonably request for the better assigning, transferring and confirming unto Assignee the rights hereby assigned to Assignee.

5. Authority. Assignor and Assignee each represents and warrants to the other that it has full power and authority to execute and deliver this Agreement and the execution and delivery of this Agreement has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or Assignee or the Property.

6. Successors and Assigns. This Agreement runs with the land and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

7. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be

deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

8. Governing Law. This Agreement shall be governed by the laws of the State of Arizona, without regard to conflict of laws.

9. Recitals. Each party represents, warrants and confirms to the other that the Recitals set forth above in this Agreement are true, complete, and correct, and each party agrees that the Recitals are incorporated into this Agreement by reference.

10. No Waiver; Severability. No delay or omission by either party hereto in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either party hereto of any of the covenants, conditions or obligations to be performed by the other party shall not be construed as a waiver of any subsequent breach of the same or any other covenants, conditions or obligations. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

11. No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

12. Notices. All notices required or permitted to be given to Owner under or pursuant to Section 7.4 of the Development Agreement shall be given as follows:

Owner: Waymo LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attention: Bill Hansen, Errol Norman, Esq.
Email: billhansen@waymo.com; erroln@waymo.com;
legal-notices@waymo.com

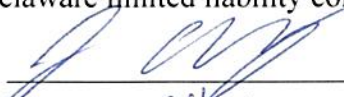
With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, CA 90067
Attn: Alain M. R'bibo, Esq.; Jonathan D. Berger, Esq.
Email: arbibo@allenmatkins.com;
jberger@allenmatkins.com

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the date and year first above written.

ASSIGNOR:

ROUTE 14 INVESTMENT PARTNERS LLC,
a Delaware limited liability company

By: 
Name: J. CHANG
Title: MANAGER

ASSIGNEE:

WAYMO LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

State of California)
County of Santa Clara)

On April 21, 2026, before me, Terencia Tervalon,
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature T T T M (Seal)



IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the date and year first above written.

ASSIGNOR:

ROUTE 14 INVESTMENT PARTNERS LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

WAYMO LLC,
a Delaware limited liability company

By:  _____

Name: Lelewa Nawaleka

Title: Co-CEO

ACKNOWLEDGMENT

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

State of California)
County of Santa Clara)

On 27 April 2020, before me, Brandi Garcia,
(insert name of notary)

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

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

WITNESS my hand and official seal.

Signature *Brandi Garcia*

(Seal)



EXHIBIT A

(to Assignment and Assumption of Development Agreement)

LEGAL DESCRIPTION

The real property referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

Parcel No. 1:

Section 7, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

EXCEPT that portion of said Section 7 described as follows:

COMMENCING at the Southwest corner of said Section 7;

THENCE North along the Township line between Ranges 2 and 3 West, a distance of 1,140.85 feet to the true Point of Beginning;

THENCE North 89°57' East, a distance of 930 feet;

THENCE North 207.15 feet;

THENCE South 89°56' West, a distance of 930 feet to a point on the Township line marked by a 1" pipe between Ranges 2 and 3 West;

THENCE South along said Township line, a distance of 207.15 feet to the true Point of Beginning, and

EXCEPT all oil and gas as reserved in Patent from United States of America.

Parcel No. 2:

The South Half of Section 31, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the West Half of the Northeast Quarter of the Southwest Quarter of said Section 31, and EXCEPT the following described parcel:

Lot 3, Section 31, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and

EXCEPT all coal and other minerals as reserved in Patent.

Parcel No. 3:

Section 5, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 4:

Lots 1, 2, 3, 4, and the East Half, and the Northwest Quarter of the Northeast Quarter of the Northwest Quarter, and the South Half of the Northeast Quarter of the Northwest Quarter, and the East Half of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 6, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT from Lots 1 and 2 and the East Half of the Northwest Quarter, all oil and gas as reserved in Patent.

Parcel No. 5:

Section 8, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 6:

The West Half of the East Half of the East Half of the Northwest Quarter of the Northeast Quarter and the East Half of the West Half of the East Half of the Northwest Quarter of the Northeast Quarter of Section 17, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 7:

Section 9, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the South 40 feet thereof.

Parcel No. 8:

Section 4, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 9:

The East Half of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT those certain fences and all appurtenances constructed by the United States, as set forth in Patent recorded in Docket 2878, Page 584, records of Maricopa County, Arizona.

Parcel No. 10:

The South Half of the Southwest Quarter and the East Half of the Northeast Quarter of the Southwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 11:

The West Half of the Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 12:

The East Half of the Northwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 13:

The Southeast Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 14:

The East Half of the Northwest Quarter of the Southwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 15:

The West Half of the Northeast Quarter of the Southwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 16:

The North Half of the North Half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 17:

The South Half of the North Half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 18:

The South Half of the Southwest Quarter of the Northwest Quarter of Section 33, Township 6 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 19:

The Southwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 20:

The Northwest Quarter of Section 15, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal and minerals as reserved in Patent from United States of America.

Parcel No. 21:

The South Half of the Southwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 22:

The North Half of the Southwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 23:

The Northeast Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 24:

The Northwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 25:

The Southwest Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 26:

The Southeast Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 27:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 28:

The South Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 29:

The North Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 30:

The Southwest Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 31:

The Southeast Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel No. 32:

The Northeast Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT those certain fences and all appurtenances constructed by the United States, as set forth in Patent recorded in Docket 2878, Page 584, records of Maricopa County, Arizona.

Parcel No. 33:

The Northwest Quarter of the Northwest Quarter of Section 3, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT those certain fences and all appurtenances constructed by the United States, as set forth in Patent recorded in Docket 2878, Page 584, records of Maricopa County, Arizona.

Parcel No. 34:

The Northeast Quarter of the Northeast Quarter of Section 12, Township 5 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT all coal and other minerals as reserved in Patent from United States of America.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 5

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

Agenda Wording:

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 375118, requested by Tonja Suzette Curtis, for Graze Craze located at 15278 W Bell Road #102, Surprise, AZ 85374 for a new Series 10 Liquor License.

Motion:

I move to recommend approval of application No. 375118 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. PD - Graze Craze Liquor Lic
 2. CD - GRAZE CRAZE REPORT
 3. GRAZE CRAZE MAP
 4. FD - 15278 W Bell Rd 102 Graze Craze Liquor License
 5. Finance - GRAZE CRAZE - W BELL RD #102
-

**SURPRISE POLICE DEPARTMENT
LIQUOR LICENSE APPLICATION REVIEW**

REFERENCE:

DATE: April 27, 2026

Application Number- 375118
New Application – Sales
Series 10
License Number- Pending

APPLICANT:

Graze Craze
15278 West Bell Road Ste. 102
Surprise, Arizona 85374

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
The proposed business will be a charcuterie take out store that makes custom boxes with meats, cheeses and wine. They will be serving the community and offering off premise consumption sales to the City of Surprise.
- 2) ***Effect of vehicular traffic in proximity.***
The area is currently commercial. Any changes to current traffic in the area should be negligible.
- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
This business will be new to this area. There is no history for this area nor its applicants.
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in proximity.***
The hours of operation are going to be from 9:00 AM to 5:00 PM Tuesday through Saturday.
- 5) ***Appropriateness of series license requested.***
This series 10 license appears to be appropriate for this proposed establishment.

Submitted by Officer M. Ortega 2036



COMMUNITY DEVELOPMENT DEPARTMENT

Date: April 23, 2026
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Agent, Tonja Suzette Curtis
Graze Craze
15278 W. Bell Rd.#102
Surprise, Arizona 85374**

**Series 10 (New Application – Beer Wine Store)- Application #
375118**

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

1. Brookside 2 (Series 6) – 15170 W. Bell Rd. # 115
2. Bonfire Craft Kitchen & Tap House (Series 12) – 15332 W. Bell Rd. # 101 & 102
3. Walgreens #04620 (Series 10) – 15490 W. Bell Rd.
4. Lucky's Pizza #3 (Series 12) – 15508 W. Bell Rd # 107
5. Fry's Food & Drug #61 (Series 9) – 15510 W Bell Rd.
6. 4 Sons Food Store # 604 (Series 10) – 15505 W. Bell Rd.
7. Macayos Mexican Food (Series 12) – 15565 W. Bell Rd.
8. Richi's Diner (Series 12) – 15609 W. Bell Rd #100
9. Booty's (Series 12) – 15557 W. Bell Rd. #404405406
10. Tailgaters Sports Grill & Il Primo Pizza & Wings (Series 12) – 15529 W. Bell Rd.
11. Luv 2 Play (Series 7) – 15495 W. Bell Rd. #104 (EXPIRED)
12. Ugly Tuna Sushi (Series 12) – 15459 W. Bell Rd. #113
13. US Pizza (Series 12) – 15459 W. Bell Rd. #115 - 117

The immediate area is comprised of commercial zoning. The property is zoned PAD, Kingswood Parke (Commercial) which is consistent with the proposed use.

Commercial growth is expected to remain static.

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

GRAZE CRAZE

PAD - SUN
CITY GRAND

PAD - KINGSWOOD
PARKE

SITE

PAD -
MOUNTAIN
VISTA

PAD - THE
ORCHARDS



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



April 20, 2026

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Graze Craze
15278 W Bell Rd, Ste #102
Surprise, AZ 85374

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

If you have any questions feel free to contact me.

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



MEMO

Date: 04/17/2026

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Cassidy Bolchalk - Business Compliance Specialist

RE: Liquor License Application – 15278 W Bell Rd #102 Surprise AZ, 85347

Business License Status:

- Application link emailed on
- License # 1028260 , current and valid for 12/31/2026
- Applied for license but is still pending and waiting on customer to provide additional information or documents.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to adoption of the tentative expenditure limitation budget for FY2027; directing publication of said tentative budget; and setting a public hearing for June 2, 2026, at 5:45 pm at the City of Surprise Council Chambers, 16000 N. Civic Center Plaza, Surprise, Arizona; Resolution 2026-65.

Motion:

I move to approve Resolution 2026-65.

Background:

The adoption of the tentative budget is the first in a series of three actions by the Mayor and Council that will establish the FY2027 budget and property tax levy amount. The tentative budget sets the maximum expenditure limit for FY2027. After it is adopted, the total expenditures cannot be modified to a higher amount, but can be reduced. The budget forms that serve as Exhibit A to the resolution will be published twice prior to a public hearing and adoption of the final budget that is scheduled to occur on June 2. The final step of the FY2027 budget process is adopting the property tax levy on June 16, 2026.

Objective Analysis:

This is the first formal step in the process of adopting and finalizing the FY2027 budget.

Policy Compliant:

This resolution is compliant with City and Council policy, as well as the requirements of Arizona state law.

Financial Impact:

Not applicable; however, items discussed may have an impact on future operations.

Budget Impact:

This action will set the maximum expenditure limit for FY2027. Revisions can be made to decrease, but not increase the total expenditure amount for the final budget.

FTE Impact:

Adoption of the tentative budget may increase the number of FTEs in the FY2027 budget.

ATTACHMENTS:

1. Res 2026-65_FY27 Tentative Budget_COS_FINAL_glk
-

RESOLUTION # 2026-65

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, SETTING FORTH THE TENTATIVE BUDGET IN CONFORMANCE WITH THE EXPENDITURE LIMITATION FOR THE CITY OF SURPRISE FOR FISCAL YEAR 2027.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona, the Mayor and Council of the City of Surprise is required to adopt a budget; and

WHEREAS, the City Manager has prepared and filed with the City Council the City Manager's tentative budget and estimates of expenses for the fiscal year beginning July 1, 2026 and ending June 30, 2027.

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 hereto as Exhibit A and incorporated herein by reference are hereby adopted as the City's official tentative budget and estimates of expenses for the fiscal year beginning July 1, 2026, and ending June 30, 2027, in conformance with the expenditure limitation.

Section 2. That upon approval of the City Council a summary of such official tentative budget and estimates of expenses shall be published in the Daily Independent or other newspaper of general circulation, once a week for two consecutive weeks.

Section 3. That a public hearing shall be held beginning at or after 5:45 p.m. on June 2, 2026, at the Surprise City Council Chambers, 16000 N. Civic Center Plaza, Surprise, Arizona 85374, at which time any taxpayer may appear and be heard in favor of or against any proposed expenditure or tax levy.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT "A"

Fiscal Year 2027 Budget Statements and Schedules



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 5, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Discussion and possible action related to a letter to the Department of Homeland Security (DHS).

Motion:

I move to approve the attached letter.

Background:

At the April 21 Council Meeting, Councilmember Judd requested an agenda item to discuss a letter to the Department of Homeland Security (DHS), seconded by Mayor Sartor.

Objective Analysis:

To allow Council to discuss a potential letter to DHS, including its content and purpose.

Policy Compliant:

This item is within policy

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. 5.5.26



May 05, 2026

The Honorable Markwayne Mullin
Secretary
U.S. Department of Homeland Security
2707 Martin Luther King Jr. Avenue SE
Washington, DC 20528

Dear Secretary Mullin,

The City of Surprise, Arizona, respectfully requests that the Department of Homeland Security (DHS) ensure all activities within the City's jurisdiction for the building located at 13290 W Sweetwater Avenue comply with applicable Arizona Revised Statutes, as well as the Surprise Municipal Zoning Regulations and other local ordinances.

Respectfully,

City of Surprise
City Council