CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 19, 2026 @ 6:00 PM
COUNCIL CHAMBERS
Council chamber doors will open at least 30 minutes prior to the start of the meeting.

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 Champions - Valley Vista Girls Basketball Champions

Community Champions - LAUNCH TEAM Robotics

E. City Manager Report

Surprise MLK Scholarship Presentation

F. City Clerk Report

Youth Council New Members Swearing In - Oath of Office

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

Approval of the consent agenda may be by one motion and a passing vote by the City Council. There will be no separate discussion on these items unless a Councilmember requests such. The requested item for discussion will be removed from the consent agenda and considered in its normal sequence on the agenda.

1.	Citywide	Consideration and action to approve the minutes of the May 5th, 2026, City Council Work Session, Regular City Council Meeting, and Executive Session.	Kristi Passarelli City Clerk
2.	Citywide	Consideration and action pertaining to approval of amendments to the Comprehensive Citywide Fee Schedule by increasing, removing, or newly adopting certain fees; Resolution 2026-16.	Sandy Simmons Finance
3.	District 5	Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Kenly Farms Lighting Improvement District pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution 2026-60.	Kristin Tytler Public Works
4.	District 1	Consideration and action on approving a Sewer Line Easement from Carey and Lauren Morgan, 163rd Avenue and Planada Road.	Tiffany Copp Community Development
5.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment moving budget authority for the NCAA Division II Men's and Women's	Kendra Pettis

		Tennis Championships in the amount of $75,000 from General Contingency to the Sports and Tourism Fund and amending the Fiscal Year 2026 Contract Awarding Authority List; Resolution 2026-61.	Sports, Entertainment, and Culture
6.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment moving budget authority for College Baseball and Big 12 Championship payouts in the amount of $600,000 from General Contingency to project N59140 in the Sports and Tourism Fund and amending the Fiscal Year 2026 Contract Awarding Authority List; Resolution 2026-62.	Kendra Pettis Sports, Entertainment, and Culture
7.	Citywide	Consideration and action pertaining to approval of Amendment No. 3 to the intergovernmental agreement with Maricopa County for Homeless Outreach and Navigation Services; Resolution 2026-57.	Adam Lane Human Svcs and Comm Vitality
8.	Citywide	Consideration and action pertaining to approval of a grant renewal amendment with First Things First, accepting grant funding, approving a Fiscal Year 2026 budget amendment moving budget authority in the amount of $250,000 for Early Childhood Programming, and an addition to the Fiscal Year 2026 Contract Awarding Authority List; Resolution 2026-66.	Jennifer Cornelius Human Svcs and Comm Vitality
	REGULAR AGENDA ITEM - PUBLIC HEARING:		
9.	District 1	Consideration and action regarding the Desert Trails Annexation, a request to annex approximately 10 acres of vacant land generally located on the 211th Avenue roadway alignment, north and south of Deer Valley Road. Case #FS25-0856; Ordinance 2026-13	Leslie Carnie Community Development
10.	District 1	Consideration and action pertaining to a Rezone of approximately 10.7 acres from Rural Residential (RR) to Community Commercial (C-2) for property generally located at the southeast corner of 163rd Avenue and Dynamite Boulevard. Case FS24-1442; Ordinance 2026-14	Leslie Carnie Community Development
	REGULAR AGENDA ITEM - NON-PUBLIC HEARING:		
11.	District 6	Consideration and action on approving the Purchase Agreement, Special Warranty Deed and Release of Perpetual Parking and Ingress/Egress Easement for the purchase of approximately .751 acres adjacent to Veramonte Park at Litchfield Road and Sweetwater Avenue.	Lloyd Abrams Community Development
12.	Citywide	Presentation, discussion, and action pertaining to approval of the annual updates to the City's Comprehensive Financial Management Policies.	Sandy Simmons Finance
13.	Citywide	Consideration and action pertaining to approval of the updated Budget Amendment Policies and Procedures; Resolution 2026-45.	Sandy Simmons Finance
14.	Citywide	Presentation and discussion on the City’s construction sales tax	Sandy Simmons Finance

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(I) - 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

Pursuant to A.R.S. § 38-431.03

A. On a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes:

1. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.

2. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.

3. Discussion or consultation for legal advice with the attorney or attorneys of the public body.

4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body'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.

5. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.

6. 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.

7. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

8. Discussion or consideration of matters relating to school safety operations or school safety plans or programs.

9. Discussions or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body. Records, documentation, notes, or other materials made by, or provided to, the representatives pursuant to this paragraph are confidential and exempt from public disclosure under this chapter and title 39, chapter 1.

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, May 14, 2026 @ 10:00am

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 19, 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 19, 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 Champions - Valley Vista Girls Basketball Champions

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:
Community Champions - LAUNCH TEAM Robotics

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
Surprise MLK Scholarship 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 19, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
Youth Council New Members Swearing In - Oath of Office

Motion:
n/a

Background:
Surprise Youth Council new members will be given their oath of office.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 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 May 5th, 2026, City Council Work Session, Regular City Council Meeting, and Executive Session.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. 050526 Regular City Council Meeting Minutes DRAFT
2. 050526 Work Session City Council Meeting Minutes DRAFT

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

Mayor Sartor called the Regular Council Meeting of May 5th, 2026 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Lisa Everett led in the Invocation.

B. Roll Call

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

C. Pledge of Allegiance

City Cout Academy led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

Mayor Sartor recognized the Shadow Ridge High School Cheer Team as the Community Champions.

Mayor Sartor Proclaimed that it was Municipal Clerk's Week.

Mayor Sartor Proclaimed that it was Small Business Week.

Mayor Sartor Proclaimed that it was Economic Development Week.

Mayor Sartor proclaimed that it was Youth Week.

2. Community Championship - Shadow Ridge High School Cheer

3. Mayoral Proclamation | Youth Week

4. Mayoral Proclamation | Small Business Week

5. Mayoral Proclamation | Economic Development Week

E. City Manager Report

City Manager Andrea Davis, introduced Judge Dominguez.

Judge Dominugez talked the City Court Academy Presentation. Mercy Karanja came to speak on behalf of the City Court Academy.

City Manager, Andrea Davis, introduced the Youth Council Member Payton Anthony.

6. City Court Academy Presentation

F. City Clerk Report

7. Reports

G. Regular City Council Meeting Agenda

8. CONSENT AGENDA:
Motion: To Approve
Initiated By: Nick Haney
Seconded By: Patrick Duffy

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

Vote Result: Passed

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

2. 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.

3. 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.

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

5. 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.

6. 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.

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

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

9. REGULAR AGENDA ITEM - PUBLIC HEARING:

9. 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: To Approve
Initiated By: Jack Hastings
Seconded By: Johnny Melton

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

Vote Result: Passed

10. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

10. 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.

Finance Director, Sandy Simmons, came to present this item. She talked about FY 27 Budget Process, Tentative Budget Challenges, Economic Challenges, FY27 Citywide Revenues, FY27General Fund Revenues, Local Sales Tax Estimated Gross Sales, State Shared Tax Revenue, Primary Property Tax Revenue, FY27 Tentative Budget Expenses, FY27 Citywide Budget, FY27 Citywide Expenses, FY27 General Fund Expenses.

Councilmember Hastings, asked about the general fund and ongoing expenses, and if road expenses are capital costs? Sandy said that the maintenance of roads is what was reflected for ongoing expenses. She pointed out how new roads are capital expenses.

Sandy continued to talk about the General Fund Operating Additions.

Mayor Sartor, asked about the premium insurances and health insurance? Sandy said it rose 14.9% and was due to the increase of participants.

Sandy talked about the Capital & Asset Replacement Additions.

Mayor Sartor voiced his concerned about a large carry forward and the cost of materials? Sandy said that the cost are all set when the contracts are secured now to lock in the price.

Sandy talked about the Enterprise Funds Operating Additions, FY27 Tenative Budget Meeting the Challenges, FY Budget Cuts and Program Reductions, FY27 Tentative Budget Recap.

Councilmember Judd, asked about the changes to the School Safety Program? Chief Beecher, talked about the core services that are needed to provide. He talked about the differences between SROs and SSOs at schools. He said that the SSO doesn't cost the City, while the SRO impacts the City more financially. Councilmember Judd asked about the number of positions now? Evan said there were 15, and that there are 30 schools that have applied. Councilmember Judd asked what schools they are in? Evan said that are on all levels of schools. Councilmember Judd talked about how he likes having officers at schools and where he would like them

positioned? He asked if they needed more officers? Chief Beecher, said they do but they need to be cautious about the growth of the City. Councilmember Judd asked how many officers they asked for? Chief Beecher said they were asking for about 30. Councilmember Judd asked about the ability to hire more officers. He asked about the revenue sources and the discrepancy between the general fund expenses and income? Sandy said she would look it up. Councilmember Judd, asked about construction sales tax going to the operating funds and if other City's use it in their general fund? Sandy said they do but they use it for asset replacement. Sandy said that it would have to be a policy decision if they wanted to change it. City Manager Andrea Davis, said that the construction tax are reliant on growth and how they didn't want to be reliant on growth. Councilmember Judd asked about looking into it again. City Manager, Andrea Davis, said they could only do it as a one time fix. He asked how much was brought in on construction tax? Andrea said that the money goes to the construction projects within the City, and impact that could have. Sandy talked about transfers out and contingency funds that impact the earlier mentioned discrepancies, Sandy said she would get the other numbers later.

Councilmember Melton, talked about how their would still be cops in the schools but that this would utilize a different fund. Chief Beecher said that is correct and that the specific officers would go into patrol and investigations. Councilmeber Melton asked how many would got CID? Chief Beecher said they would bring 4.

Councilmember Duffy, asked about the SROs and the high schools that have been wanting to keep their same SROs they have because of the relationships those officers have with those schools already. Chief Beecher said they would take advantage of that if they can.

Councilmember Hastings, talked about the growth of the City. He talked about potentially falling short with funding versus growth. He talked about avoiding tax increases if at all possible, and the departments adopting flat budgets. He talked about his experiences with an SRO and SSO. He clarified that the SSO program is paid for by the State and not the City. He asked how new the SSO program is? Chief Beecher said it started about 3 years ago. He asked how many SROs there were now? Chief Beecher said there were 15. He talked about leveraging funding when appropriate.

Councilmember Haney, thanked staff for their work. He talked about the reality of the current situation. He talked about the innovations the City has done to provide service for the residents. He talked about bolstering patrols while keeping students safe.

Mayor Sartor, talked about leading the way for school safety. He talked about offering the resources to the schools. He talked about local government making budget decisions. He asked if the budget would be enough? Sandy said the 7.2 was for the emergency reserves, and that the contingency fund is different for any spontaneous short funds.

Councilmember Judd, asked what was being funded exactly and if approving would impact their ability to make changes? Andrea said its just adopting a tentative budget and they could make changes.

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

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

Vote Result: Passed

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

City Manager, Andrea Davis, came to present this item.

Councilmember Judd, asked about the purpose of the letter.

Councilmember Hastings, talked about the pending litigation between the State and Federal Government, and wanted legal advice regarding the current situation. Councilmember Hastings talked about wanting to go into executive session.

Councilmember Melton, talked about the lawsuit and how it doesn't impact his decision on the topic.

Vice-Mayor Greenberg voiced his support.

Councilmember Hastings, voiced his concerns about the letter and moved to go to executive session. Councilmember Haney seconded.

Meeting entered executive session at 7:32PM

Meeting reconvened at 7:40 PM.

Mayor Sartor, talked about the history of this item, and asked what impact it would have now? Councilmember Judd talked about it stopping DHS, and the current situation with the State.

Councilmember Hastings, talked about wanting to vote on policy. He also talked about the goal of this letter. Councilmember Judd, said that he thinks DHS would respond to the letter, and this is the course to follow. Councilmember Judd talked about following the Zoning within the City.

Councilmember Melton, explained why he's still in favor of sending the letter, and his impressions of the letter.

Councilmember Duffy, said he thinks they should do it.

Motion: To Send the Letter.
Initiated By: Chris Judd
Seconded By: Johnny Melton

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

Vote Result: Passed

H. Call To The Public

Maureen Miller, came to talk about Project Baccara, and the DHS acquisition of property.
Alexys Young, came to talk about Project Baccara.
Greg Gehrman, came to talk about electricity around Vira Monte Park, and safety policies.
Lisa Everett, came to support the Mayor and Council.
Alejandro Christ, came to talk about the DHS acquisition of property.
Brittany Bishop, came to talk about the DHS acquisition of property.

Meeting recessed at 8:05 PM
Meeting reconvened at 8:14 PM

Bernadette Greene-Placentia, came to talk about the DHS acquisition of property.
Alexa Coulter, came to talk about the DHS acquisition of property.
Tina Mollica, came to talk about the DHS acquisition of property.
Natalie Bautista, came to talk about the DHS acquisition of property.
Cali Overs, came to talk about the DHS acquisition of property.
William Murphree, came to talk about the DHS acquisition of property.

I. Other Business and Future Agenda Items

Councilmember Judd, asked to get an item about construction sales tax. Councilmember Melton seconded.

J. City Council Reports

Councilmember Haney, gave an update on the fire that happened at the dump.

Vice-Mayor Greenberg thanked the Police Department for their work in initiating an app that will help find people who go missing.

Councilmember Duffy had nothing.

Councilmember Melton had nothing.

Councilmember Judd, talked about the water department and the recent recognition they received.

Councilmember Hastings, thanked the City Leadership team, and department heads. He thanked Public Safety for their work. He talked about developments with City Center.

K. Executive Session

11. Executive Session Items

12. Executive Disclaimer - Part 1

13. Executive Disclaimer - Part 2

14. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn
Initiated By: Jack Hastings
Seconded By: Earle Greenberg

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

Vote Result: Passed

Meeting adjourned at 8:38 PM

Kevin D. Sartor, Mayor

ATTEST:

_____
Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, May 5, 2026.**

_____
Kristi Passarelli, City Clerk

CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 5, 2026 @ 4:30 PM
COUNCIL CHAMBERS

A. Call To Order
Mayor Sartor called the Regular Council Meeting of May 5th, 2026 to order at 4:30 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

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

C. Pledge of Allegiance
Surprise Tot Time, led in the Pledge of Allegiance.

D. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinances (LDO) to establish a new residential zoning district, Desert Rural (DR). Case FS25-0039.

Trever Fletham, Jani Wertin, and Mindy Davis; came to present this item. They talked about the overview, The Rural Residential Overlay Area.

Mayor Sartor asked for some clarification of the area outlined and the future growth of the City.

They continued to talk about the purpose of the text amendment, Zoning Text Amendment, Creating a New Zoning District, Outreach Efforts, Feedback Topics, Permissible Uses.

Councilmember Haney asked what Cottage Food is? Jani said it was more home built foods. Councilmember Haney talked about issues where people were doing that previously and how helpful this clarification would be. He asked about the home occupation and if there was a lot of community feedback, Jani said that they didn't want to restrict current permissions but to restructure the code. Councilmember Haney, asked if this was done in collaboration with current residents? Jani said they have been in close communication with the community.

They Talked about Development Standards, Land Use Buffers, Desert Rural Timeline, and the Next Steps.

Councilmember Haney asked about solidifying the dates and relaying that to the community.

Mayor Sartor, thanked residents for their input.

2. Transportation Master Plan Update

Transportation Director, Eric Boyles with, Michael Baker, came to present this item. He talked about the TMP Process Overview & Update, the Vision.

Mayor Sartor asked if they tracked the number of public input they have? Michael talked about the feedback they've gotten.

Michael talked about the Themes from the Stakeholders, Public Engagement & Input, Public Input Theme, Pop-up Events, Visions & Goals, Vision Statement.
Vice-Mayor Greenberg asked what was being put in the category of emerging technology categories? Michael talked about moving people and goods, and intelligent transportation systems, electric vehicles, and autonomous vehicles.

Michael continued to talk about Goals Statement.

Councilmember Duffy asked about the freight and route strategy and if they talked with Maricopa county or Glendale about Peoria ave? Michael said they have been integrated with the entire process.

Foster Roadway Expansion & Address Congestion, Enhance the Existing System, Improving Safety.

Councilmember Haney asked about traffic calming strategies? Michael talked about strategies to mitigate speeding. Eric talked about specific areas that could best use those strategies.

Councilmember Hastings, asked about the traffic calming and potentially making the situation worse and the best way to approach the issue? Eric said they were always looking to improve situations and to try and find the best solutions and not limit capacity. Michael said these are meant more for interior streets and not artrial routes.

Michael talked about Incorporating Emerging Technologies, Preliminary Draft Roadway Recommendations.

Mayor Sartor asked if the proposals were prioritized? Michael said they are and are based on analysis. Eric said that this was work based on data, and being able to deliver on the plan.

Michael talked about the Draft 2030 Roadway Recommendations, Draft 2040 Roadway Recommendations, Draft 2050 Roadway Recommendations, and the Next Steps.

Councilmember Haney, talked about the importance of roadways and public safety.

E. Executive Session

1. Executive Session Items

2. Executive Disclaimer - Part 1

3. Executive Disclaimer - Part 2

4. Executive Disclaimer - Part 3

F. Adjournment

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

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

Greenberg
No: None
Abstain: None

Vote Result: Passed

Meeting Adjourned at 5:35 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, May 5, 2026.**

_____
Kristi Passarelli, City Clerk

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to approval of amendments to the Comprehensive Citywide Fee Schedule by increasing, removing, or newly adopting certain fees; Resolution 2026-16.

Motion:
I move to approve Resolution #2026-16.

Background:
Per the City of Surprise Comprehensive Financial Management Policies, user fees and charges will be examined periodically. Various city departments have reviewed their fees to ensure they align with current costs of service. The proposed updates were presented to Council during the February 3, 2026 regular meeting. Notice of fees requiring public notice was posted for the required 60 days following the Council regular meeting.

Objective Analysis:
The City charges a range of user fees for services provided to residents and businesses. These fees are imposed to support the City's costs of providing various programs and services, reducing the impact on the City's General Fund. The proposed changes are presented to Council for final approval/adoption.

Policy Compliant:
Proposed updates to the citywide fee schedule are compliant with the City of Surprise Comprehensive Financial Management Policies and User Fees Policy and Procedures.

Financial Impact:
Any increases in the fees will be used to offset costs associated with providing programs and services.

Budget Impact:
The anticipated increases will be incorporated into future years' budgets.

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

ATTACHMENTS:

1. Res 2026-16 - Citywide Fee Schedule Updates
2. Comprehensive Surprise Fee Schedule - Redline
3. Comprehensive Surprise Fee Schedule - Clean
4. User Fees Council Presentation 02032026

RESOLUTION # 2026-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE COMPREHENSIVE CITYWIDE FEE SCHEDULE BY REMOVING FEES, INCREASING EXISTING FEES, AND ADOPTING NEW FEES FOR VARIOUS CITY DEPARTMENTS.

WHEREAS, per the City of Surprise Comprehensive Financial Management Policies, user fees and charges will be examined periodically;

WHEREAS, the Comprehensive Citywide Fee Schedule was last amended on September 16, 2025, via Resolution # 2025-116;

WHEREAS, the City has statutory authority to assess these fees and charges, and notice has been provided consistent with state law;

WHEREAS, various City Departments have reviewed their fees to ensure they align with current costs of service;

WHEREAS, approval of the fee changes identified in **Exhibit A** allows the affected Departments to recover operational and supply costs of providing services; and

WHEREAS, the City of Surprise also wishes to update the Comprehensive Citywide Fee Schedule accordingly.

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

Section 1. The fees, as identified in **Exhibit A**, are hereby authorized and established and shall become effective May 19, 2026.

Section 2. The Comprehensive Citywide Fee Schedule is hereby amended to include the fees and amounts as identified in **Exhibit A**.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

Exhibit A

Table 1 - New Fees / Increases to Existing Fees

Community Development	Current Amount	Proposed Amount	Unit of Measure
Expedited Plan Review	-	200% of Standard Review Fee ($1,000.00 Minimum)	Per Review
Permit Extension Fee (1st extension)	-	$115.00	Each
Permit Extension Fee (2nd & subsequent)	-	$155.00	Each
Human Service and Community Vitality	**Current Amount**	**Proposed Amount**	**Unit of Measure**
Community & Resource Center Rental Fees: Classroom West 114 (25-30 Occupancy)	-	Tier 1 - No Charge Tier 2 - $15.00 Tier 3 - $20.00 Tier 4 - $40.00	Per Hour
Community & Resource Center Rental Fees: Classroom East 168 (50 Occupancy)	-	Tier 1 - No Charge Tier 2 - $20.00 Tier 3 - $25.00 Tier 4 - $45.00	Per Hour
Community & Resource Center Rental Fees: Classroom RC 123 (18-22 Occupancy)	-	Tier 1 - No Charge Tier 2 - $10.00 Tier 3 - $15.00 Tier 4 - $30.00	Per Hour
Community & Resource Center Rental Fees: Boardroom 147 (25-30 Occupancy)	-	Tier 1 - No Charge Tier 2 - $15.00 Tier 3 - $20.00 Tier 4 - $40.00	Per Hour
Community & Resource Center Rental Fees: Meeting Room East 174 (8-10 Occupancy)	-	Tier 1 - No Charge Tier 2 - $10.00 Tier 3 - $15.00 Tier 4 - $30.00	Per Hour
Community & Resource Center Rental Fees: Lounge 172	-	Tier 1 - No Charge Tier 2 - $10.00 Tier 3 - $15.00 Tier 4 - $30.00	Per Hour
Community & Resource Center Rental Fees: Dining Hall A - Kitchen Side	-	Tier 1 - No Charge Tier 2 - $20.00 Tier 3 - $40.00 Tier 4 - $80.00	Per Hour
Community & Resource Center Rental Fees: Dining Hall B - Stage Side	-	Tier 1 - No Charge Tier 2 - $20.00 Tier 3 - $40.00 Tier 4 - $80.00	Per Hour
Community & Resource Center Rental Fees: Entire Dining Hall + Kitchen	-	Tier 1 - No Charge Tier 2 - $40.00 Tier 3 - $60.00 Tier 4 - $125.00	Per Hour
Community & Resource Center Rental Fees: Game Room	-	Tier 1 - No Charge Tier 2 - $15.00 Tier 3 - $30.00 Tier 4 - $60.00	Per Hour

Community & Resource Center Fitness Room Memberships: Youth - 14 to 17 Years Old Seniors - 50 Years Old and Up (Non-Members of Senior Center) Adults with Disabilities	-	$0.00 - $10.00	Per Person/Per Year
Community & Resource Center Fitness Room Memberships: Adults - 18 to 49 Years Old	-	$0.00 - $15.00	Per Person/Per Year
Event Vendor Fees: Event Tabling and Food Trucks	-	$0.00 - $500.00	Per Event
HSCV Programming Fees: Workshops/Classes/Activities	-	$0.00 - $25.00	Per Person/Per Session or Series
Senior Center Trips: Member	-	$0.00 - $40.00	Per Person/Per Trip
Senior Center Trips: Non-Member	-	$0.00 - $50.00	Per Person/Per Trip
Parks and Recreation	**Current Amount**	**Proposed Amount**	**Unit of Measure**
General Public Tennis Court Rentals: Resident	-	$8.00-$18.00	Per Hour
General Public Tennis Court Rentals: Non-Resident	-	$12.00-$22.00	Per Hour
Group Tennis Court Rentals: Resident Groups & Organizations	$6.00-$11.00	$12.00-$24.00	Per Hour
Group Tennis Court Rentals: Non-Resident Groups & Organizations	$12.00-$18.00	$18.00-$28.00	Per Hour
General Public Pickleball Rentals: Resident	-	$8.00-$18.00	Per Hour
General Public Pickleball Rentals: Non-Resident	-	$12.00-$22.00	Per Hour
Group Pickleball Court Rentals: Resident Groups & Organizations	-	$12.00-$24.00	Per Hour
Group Pickleball Court Rentals: Non-Resident Groups & Organizations	-	$18.00-$28.00	Per Hour
General Public Racquetball Rentals: Resident	-	$8.00-$18.00	Per Hour
General Public Racquetball Rentals: Non-Resident	-	$12.00-$22.00	Per Hour
Miscellaneous Racquet Sports Rentals: Resident Tennis Ball Machine Rental	$11.00	$11.00-$16.00	Per Hour

Miscellaneous Racquet Sports Rentals: Non-Resident Tennis Ball Machine Rental	$13.00	$13.00-$18.00	Per Hour

Financial Justification

1. **Community Development**

Expedited Plan Review

The Expedited Plan Review fee is being established to recover administrative and operational costs associated with expedited plan reviews. Although the City already achieves exceptional standard review times, there is currently no formal expedited review process in place. Arizona House Bill 2447 (“HB2447”), a 2025 amendment to A.R.S. § 9-500-49, requires cities to allow applicants with a history of compliance with building codes and regulations to be eligible for expedited permit review. The Community Development Department recently established a written process to comply with this requirement. The expedited plan review timeframe shall be 50% of the standard review timeframe.

Cost Breakdown

Community Development conducted an extensive fee comparison of other cities' expedited review fees with the objective of obtaining data to inform decision making and ensure the City's expedited review fee is fair and competitive. The analysis showed other cities' fees range from 100% - 300% of the standard review fee, with 200% being the average.

Permit Extension (1st extension)

Permit extension fees serve to recover administrative and operational costs associated with managing, monitoring, and extending active building permits beyond their initial expiration date. These fees ensure the City can maintain consistent service levels, uphold code compliance, and manage resource allocation effectively.

Cost Breakdown

Step	*Hours*	*Average Hourly Rate*	*Total Cost*
Administrative Processing	1.17	$49.18	$57.38
Research and Reporting	0.75	Various staff	$42.75
Materials & Technology Cost			$15.00

Total Processing Cost $115.11

Permit Extension (2nd & subsequent)

The proposed Permit Extension Fee will serve to recover administrative and operational costs associated with managing, monitoring, and extending active building permits. These fees ensure the City can maintain consistent service levels, uphold City Code compliance, and manage resource allocation effectively. Subsequent permit extensions require additional staff time for communication with applicants and review and approval by the City’s Building Official.

Cost Breakdown

Step	*Hours*	*Average Hourly Rate*	*Total Cost*
Administrative Processing	1.42	$49.18	$85.65
Research and Reporting	0.75	Various	$54.71
Materials & Technology Cost		$0.00	$15.00

Total Processing Cost $155.36

Additional information may be obtained by contacting Stacie Cameron, Community Development Business Manager at (623) 222-1823.

2. Human Service & Community Vitality

Community & Resource Center Rental Fees & Fitness Room Memberships
The new Surprise Community & Resource Center is expected to open in June/July 2026 allowing for expanded programs and services to the citizens of Surprise and the surrounding area. There are classrooms, meeting rooms, and a dining hall that will be able to accommodate rentals after hours. The fee structure for the room rentals is a tiered fee structure making these rooms accessible and affordable.

Tier 1: City of Surprise non-profit partners and government entities
Tier 2: Non-profit organizations who are not associated with the City of Surprise
Tier 3: Individuals or groups
Tier 4: Business entities operating for profit

The new center will also have a Fitness Room available to the public. A nominal membership fee will be charged to support maintenance of the gym equipment.

Event Vendor Fees
The Human Service and Community Vitality ("HSCV") Department has permitted food trucks and vendor tables during past events. In the past, there has been no charge for having them at the events. These fees are being established to allow for fees in the future, if deemed appropriate.

HSCV Programming Fees
Fees for workshops, classes, and activities have been part of the City's Senior Center programming. With the new City of Surprise Community & Resource Center opening, there will be expanded programming for all ages occurring at the center. This fee structure will allow for consistency in programming fees for all divisions of HSCV.

Senior Center Trips
There has been a desire in the City's Senior Center membership to have planned outings during the year. These new fees will allow trips to be planned for the Senior Center members and non-members.

Senior Center Special Interest Classes & Crafts
There are some special interest classes and crafts that do not incur an expense. Currently, fees are assessed for all classes regardless of expense. This change will allow for free classes to be accessible to all Senior Center members and non-members.

Additional information may be obtained by contacting Deb Perry, Assistant Director of Human Service & Community Vitality at (623) 222-1623.

3. Parks & Recreation

The City of Surprise Parks & Recreation Department seeks to align racquet sport rental fees with departmental pricing standards while ensuring competitiveness with regional market rates and supporting online, self-service, general public rentals.

Key Drivers

- **System Alignment:**
  The current fee structure includes legacy "per person/per 90–120 min" admission-style court fees that do not align with the City's unified rental-based fee model. The proposed changes convert all public use into hourly rental rates, consistent with Aquatics, Fields, and Facility rentals.

- **Operational Simplification:**
  Moving to standardized hourly rentals improves ActiveNet configuration - the basic system setup that controls how rentals, schedules, and fees work - while supporting the planned transition to online public rentals, and reduces manual overrides and front-desk reconciliation issues (e.g., court length variations, prime-time add-ons, etc.).

- **Market Competitiveness:**
  The proposed fee ranges reflect industry averages for municipal court rentals in the region (hourly tennis/pickleball rates commonly range $10–$25 depending on time-of-day and residency). The adjustments place the City of Surprise within the typical fee range while maintaining resident discounts.

- **Equity & Consistency:**
  Resident and non-resident differentials are preserved. Group/organization rentals are realigned to match comparable facility rental categories and improve cost-recovery parity.

- **Low-Cost Access Maintained:**
  No increases are proposed for low-impact miscellaneous fees (ball machine

remains optional; tennis balls unchanged). Removal of outdated admission-based fees eliminates confusion and supports transparent, predictable pricing.

Summary of Fee Actions

- **Adjust hourly rental rates** for general public, group, and organizational use across tennis, pickleball, and racquetball.
- **Eliminate outdated admission/prime-time add-on fees** to simplify customer experience and align with the Department-wide rental model.
- **Update ball machine rental** to a range that reflects equipment wear, maintenance, and comparable market pricing.
- **No change** to merchandise or stringing service fees.
- **Staffing fee note retained** to maintain consistency with City of Surprise Parks & Recreation rental policies.

Operational Benefits

- Streamlined ActiveNet setup for **online self-booking.**
- Standardized unit-of-measure across racquet sport offerings.
- Clearer communication for residents and visitors.
- Reduced need for manual intervention, refunds, or corrections.

Financial Impact (High-Level)

- Expected moderate revenue growth through alignment with industry ranges and elimination of discounted admission structures.
- Improved cost recovery for court lighting, maintenance cycles, and customer service support, especially during peak times.
- No additional staffing impact beyond standard rental support and existing staffing fee language.

Additional information may be obtained by contacting Steven Day, Recreation Supervisor at (623) 222-2229.

Table 2 - Eliminating/Removing Fees

Department	Fees to be Eliminated/Removed
Parks and Recreation	Racquet/Paddle Sports Admission Ball Machine Rental - Resident per 1 Hour Racquet/Paddle Sports Admission Ball Machine Rental - Non-Resident per 1 Hour General Admission (Court Fees) - 90 Minutes - Resident General Admission (Court Fees) - 90 Minutes - Non-Resident General Admission (Court Fees) - 120 Minutes - Resident General Admission (Court Fees) - 120 Minutes - Non-Resident

Table 2 - Eliminating/Removing Fees

Department	Fees to be Eliminated/Removed
	Additional Fee for Tennis Court Prime-Time Use (After 4PM) Racquetball/Paddleball (Court Fees) - 60 Minutes - Resident Racquetball/Paddleball (Court Fees) - 60 Minutes - Non-Resident Group Tennis Court Rentals After 4PM - Resident Groups & Organizations Group Tennis Court Rentals After 4PM - Non-Resident Groups & Organizations Group Tennis Court Rentals After 4PM - Group Warm Up Fee

Table 3 - Changes to the name, unit of measure and/or amount for existing fees

Department	Fee	Proposed Change	From	To
Community Development	Design Review / Concept Review Validity Extension	Name	Design Review / Concept Review Validity Extension	Design Review Case Extension
Community Development	Design Review/Concept Review Validity Extension	Name	Design Review/Concept Review Validity Extension	Concept Review Checklist Extension
Community Development	Project Name Change/Site Plan Extension/Continuance Per Applicant Request	Name	Project Name Change/Site Plan Extension/Continuance Per Applicant Request	Design Review Approval Extension
Community Development	Temporary Use Permit/Special Event	Name	Temporary Use Permit/Special Event	Temporary Use Permit/Donation Bins
Community Development	Solar Admin Fee (2 of 3)	Name	Solar Admin Fee (2 of 3)	Solar Admin Fee (1 of 3)
Community Development	Solar Plan Review Fee (3 of 3)	Name	Solar Plan Review Fee (3 of 3)	Solar Plan Review (2 of 3)
Community Development	Solar Permit Fee (1 of 3)	Name	Solar Permit Fee (1 of 3)	Solar Permit (3 of 3)
Fire-Medical	90 Day Firework Vendor - Tent	Name	90 Day Firework Vendor - Tent	Temporary Use Permit/Fireworks Tent
Fire-Medical	90 Day Firework Vendor - Store	Name	90 Day Firework Vendor - Store	Temporary Use Permit/Fireworks In-Store Display
Human Service & Community Vitality	**Senior Center Special Interest Classes:** Member	Amount	$1.00-$150.00	$0.00 - $150.00

Table 3 - Changes to the name, unit of measure and/or amount for existing fees

Department	Fee	Proposed Change	From	To
Human Service & Community Vitality	**Senior Center Special Interest Classes:** Non-Member	Amount	$2.00 - $151.00	$0.00 - $151.00
Human Service & Community Vitality	**Senior Center Crafts:** Member	Amount	$1.00 - $25.00	$0.00 - $25.00
Human Service & Community Vitality	**Senior Center Special Crafts:** Non-Member	Amount	$2.00 - $26.00	$0.00 - $26.00
Parks and Recreation	**Surprise Tennis & Racquet Complex Rentals**	Name	**Surprise Tennis & Racquet Complex Rentals**	**Surprise Tennis & Racquet Complex Rentals** Additional Special Event Permits or a Facility Use Agreement may apply to field reservations depending on the nature of reservation
Parks and Recreation	*Classroom rentals are subject to a $20.00 staffing fee depending on facility schedule	Name	*Classroom rentals are subject to a $20.00 staffing fee depending on facility schedule	*All Parks & Recreation rentals are subject to a $20.00 staffing fee per staff member, per hour, as needed to facilitate the rental, unless otherwise noted.

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
CITY CLERK			
Commercial Records Request			
Electronic Record	$5.00	Per Day	
Record Line	$0.50	Per Page	
All commercial records requests will be fulfilled electronically. For hard copy requests, an additional cost for printing will be incurred.			
Additional fees could be assigned depending on the commercial value of the information being requested, and other contributing factors. A.R.S. § 39-121.03(A).			
Passports			
Execution*	$35.00	Per Card or Book	
Photocopies			
8.5" x 11" or 8.5" x 14"	$0.50	Per Page	
11" x 17"	$1.00	Per Page	
*This fee is established by a federal, state, or county agency and is subject to change.			
CITY COURT			
Arrest Warrant Processing	$200.00	Per Warrant	
Compliance Monitoring	$100.00	Per Case	
Deferred Prosecution	$200.00	Per Case	
Diversion Program	$300.00	Per Case	
Driver's License Suspension	$50.00	Per Case	
Indigent Administrative Assessment (Determined by the Judge based on financial affidavit.)	$25.00	Per Charge	
Jury Cancellation	$500.00	Per Case	
Municipal Court Enhancement	$16.40	Per Case	
Probation Program	$100.00	Per Case	
Public Defender	$150.00	Per Case (Determined by Judge based on financial affidavit)	
COMMUNITY DEVELOPMENT			
Community Facilities District (CFD)			
CFD Application (per A.R.S. § 48-708 (E))	$15,000.00	Per CFD	
CFD Administrative Expense (per A.R.S. § 48-708 (E))	$50,000.00 (or actual cost, whichever is less)	Per CFD	
CFD Administrative Expense Additional Deposits	$25,000.00	Per CFD	
Building Permit and Inspections			
Annual Facilities Permit	$275.00	Per Permit	
Building/Fire Permit			
Building/Fire Permit Fee (Fee 1 of 3)	$100.00	Each Permit	
Building/Fire Permit Fee - $1.00 to $999,999.99 (Fee 2 of 3)	$6.00	Per Each $1,000.00 of Valuation	
Building/Fire Permit Fee - Any Valuation above and beyond the first $1,000,000.00+ (Fee 3 of 3)	$5.00	Per Each $1,000.00 of Valuation	
Commercial Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each	
Deferred Permit Submittal	$165.00	Per Deferral	
Designated Slum Property Inspection (2 hr. min. outside normal business hours)	$150.00	Per Inspection	
Finished Floor Elevation Verification	$415.00	Per Verification	
Re-Inspection	$100.00	Per Hour ($200.00 min.)	
After Hour Inspection	$100.00	Per Hour ($200.00 min.)	
After Hour Ispection - Weekends/Holidays/3rd Shift	$100.00	Per Hour ($300.00 min.)	
Manufactured Home	Per Arizona Department of Housing Intergovernmental Agreement	Each	
Patio Covers/Awnings/Carports	50% of cost per square foot of ICC valuation	Per square foot of ICC valuation	
Print or Reproduction of Certificate of Occupancy Only	$75.00	Per Address	
Residential Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each	
Residential Healthcare Facility Inspections	$180.00	Per Inspection	
Swimming Pool Signs	Actual Cost to Jurisdiction	Per Sign	
Temporary Certificate of Occupancy (TCO) - First 30 days (Fee 1 of 2)	$500.00	Per TCO for first 30 days	
Temporary Certificate of Occupancy (TCO) - Each Subsequent 30 days (Fee 2 of 2) (Issued in 30-day increments only) *Excludes phased multifamily projects when approved by the Community Development Director*	$1,000.00	Per TCO for each 30 days beyond the initial 30 days	
Temporary Use Permit/Special Event	$135.00	Per Permit	
Self-Certification Meeting	$300.00	Per Meeting	
~~Solar Admin Fee (2 of 3)~~ Solar Admin Fee (1 of 3)	$109.00	Per Permit	Changed name and order
~~Solar Plan Review Fee (3 of 3)~~ Solar Plan Review Fee (2 of 3)	$128.00	Per Permit	Changed name and order
~~Solar Permit Fee (1 of 3)~~ Solar Permit Fee (3 of 3)	$63.00	Per Permit	Changed name and order
Building, Fire and Landscape Plan Review			
Building/Fire/Landscape Plan Review	65% of the Permit Fee	Per Permit	
Plan Revisions - After Permit is Approved	$25.00	Per 15 mins.	
Civil Engineering Permit and Inspections			
Annual Traffic Control Permit	$750.00	Per Permit	
City Jurisdiction or Service Area - Civil Construction Permit	3.5% based on either an executed contract price or a sealed engineer's estimate at 110%	Per Permit	
City Jurisdiction or Service Area - Private Utility (Wet and dry without an agreement)	1% of Construction Cost	Per Permit	
Civil Construction Permit Renewal Or Extension (Before expiration or based on the percentage of work remaining as approved by the City Engineer)	50% of the original permit fee paid	Per Permit	
Inspection and Re-Inspection (2 hr. min. outside normal business hours)	$125.00	Per Hour	
Excavation In Paved Streets Within 2 Years Of Street Construction			
5 sq. yds. or less	$330.00	Per Square Yard	
5 - 100 sq. yds.- Fee 1 of 2	$1,650.00	Per Review	
5 - 100 sq. yds.- Fee 2 of 2	$18.00	Per Square Yard	
100 sq. yds. or more- Fee 1 of 2	$3,360.00	Per Review	
100 sq. yds. or more- Fee 2 of 2	$14.00	Per Square Yard	

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT		UNIT OF MEASURE	Summary of Changes
Standard Civil Plan Review and Civil Plan Revision Review				
1st and 2nd Review	$380.00		Per Sheet	
3rd and Subsequent Review	$190.00		Per Sheet	
Dry Utility Plan Review and Dry Utility Plan Revision Review	$190.00 billed in arrears		Per Hour	
Expedited Plan Review		200% of standard review fee ($1,000.00 minimun)	Per Review	Established to recover admin and operational costs associated with expedited review. A.R.S. § 9-500-49, requires cities to allow applicants with a history of compliance with building codes and regulations to be eligible for expedited permit review.
Development Fees				
404 Documentation/Phase 1 Environmental Assessment/Title Report/Environmental Inventory Plan & Report	$180.00		Per Report	
Administrative Use Permit (AUP)	$400.00		Each	
Alta Survey	$95.00		Per Sheet	
Appeals	$1,200.00		Each	
Annexation	$800.00		Per Annexation	
Comprehensive Sign Program (CSP)	$1,750.00		Each	
Concept Review	$300.00		Per Review	
Concept Review Waiver	$150.00		Each	
Conditional Use Permit (Use Only)	$1,250.00		Each	
Conditional Use Permit with Site Plan				
Fee 1 of 2	$3,600.00		Each	
Fee 2 of 2	$30.00		Per Acre	
Development Agreement	$5,000.00		Per Agreement	
Development Agreement Amendment	$2,500.00		Per Amendment	
~~Design Review/Concept Review Validity Extension~~ Design Review Case Extension	$75.00		Each	Name change
Concept Review Checklist Extension		$75.00	Each	This is not a new fee but was separated from the above fee for customer clarity.
Design Review Elevation Only (Remodel, Colors)	$150.00		Each	
Enginnering Report (Traffic Impact Analysis/Engineering Report, Water, Wastewater or Reclaimed Water Master Plan)	$180.00		Per Hour/ Per Report – Billed in Arrears	
Final Plat				
Fee 1 of 2	$1,200.00		Each	
Fee 2 of 2	$17.00		Per Lot/Tract/Parcel	
Fire Flow Test Results	$110.00		Per Test	
Follow Up Concept Review	$150.00		Per Review	
General Plan Amendment Major	$6,000.00		Each	
General Plan Amendment Minor	$2,500.00		Each	
Home Product Review	$125.00		Per Plan	
Landscape Design Review	$300.00		Per Sheet	
Lot Line Adjustment	$400.00		Each	
Map of Dedication	$750.00		Each	
Minor Land Division				
Fee 1 of 2	$400.00		Each	
Fee 2 of 2	$17.00		Per Lot/Tract/Parcel	
Model Home Complex				
Fee 1 of 2	$600.00		Each	
Fee 2 of 2	$30.00		Per Lot/Tract/Parcel	
Parcel Assemblage	$400.00		Each	
Planned Unit Development Overlay	$3,540.00		Per Overlay	
Preliminary Plat				
Fee 1 of 2	$2,500.00		Each	
Fee 2 of 2	$30.00		Per Lot/Tract/Parcel	
~~Project Name Change/Site Plan Extension/Continuance Per Applicant Request~~ Design Review Approval Extension	$220.00		Per Request	Changed name to better clarify the type of fee
Rezone				
Fee 1 of 2	$3,000.00		Each	
Fee 2 of 2	$20.00		Per Acre	
Site Plan (Narrative and elevations included in per sheet fee)				
Fee 1 of 2	$3,000.00		Each	
Fee 2 of 2	$30.00		Per Acre	
Minor Site Plan Amendment Fee	$420.00		Each	
~~Temporary Use Permit/Special Event~~ Temporary Use Permit/Donation Bins	$135.00		Per Permit	Name change
Text Amendment	$2,000.00		Each	
Variance				
Fee 1 of 2	$500.00		Each	
Fee 2 of 2	$25.00		Per Item Requested	
PAD/PUD Amendment Major	$2,500.00		Each	
PAD/PUD Amendment Minor	$885.00		Per Amendment	
Address Assignment From Dedicated Access (At time of Permit/Development Review)	$10.00		Per Address	
Address Assignment On Vacant Property Or From Easement (At time of Permit/Development Review)	$25.00		Per Address	
Address Change At Time Of Permit	$50.00		Per Address	
Document Handling	Actual Cost to Jurisdiction		Per Document	
Native Plant Inventory – 1st and 2nd Review	$160.00		Per Sheet	
Native Plant Inventory – 3rd and Subsequent Review	$100.00		Per Sheet	
Miscellaneous 4th and subsequent reviews (any plan type)	20% of Initial Base Fee		Each	
Plan Revisions	$380.00 billed in arrears		Per Sheet	
Plan Revisions - After Permit is Approved	$25.00		Per 15 mins.	
Plan Revision Requested by Applicant	50% of Initial Base Fee		Each	
Field Directives	$190.00 billed in arrears		Per Hour	
Public Meeting Notice/Advertising	Actual Cost to Jurisdiction		Per Advertisement	
Recordation Fee	Actual Cost to Jurisdiction		Per Recording	
General Services				
Civil Permit and Design Review Administrative Processing	$140.00		Per Permit/Review	
Building Permit Administrative Processing Fee - Valuation of $1.00 - $999,999.99	0.50% of Valuation		Valuation for first million	
Building Permit Administrative Processing Fee - Valuation of $1,000,000.00+	0.052% of Valuation		Valuation beyond the first million	
Permit Extension (1st extension)		$115.00	Per Extension	New fee
Permit Extension (2nd & subsequent)		$155.00	Per Extension	New Fee
Archived Document Retrieval (Copies are additional)	$80.00		Per Request	
Asbuilts				
12" x 18"	$2.50		Per Page	

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FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
24" x 36"	$5.00	Per Page	
CD's Containing Documents	$5.00	Per CD	
Custom Maps ($150 min.)	$80.00	Per Hour	
Digital Data			
Boundary Shapes	$25.00	Per Shape	
Centerlines	$250.00	Per Centerline	
Land Use or Zoning	$100.00	Per Request	
Parcels	$500.00	Per Parcel	
Maps			
8.5" x 11"	$2.50	Per Page	
11" x 17"	$5.00	Per Map	
24" x 36"	$20.00	Per Map	
36" x 48" or 40" x 60"	$30.00	Per Map	
Zoning Verification, Compliance Letter	$100.00	Each	
Right-Of-Way Facilities Fees			
Annual Use Fees			
Right-Of-Way Use Fee	$50.00	Per year x number of Small Wireless Facilities	
Right-Of-Way Use Fee for Monopoles and Associated Wireless Facilities	$100.00	Per year x number of Small Wireless Facilities	
Application for collocating Small Wireless Facilities (Existing with no modifications)			
One (1) to five (5) applications	$100.00	Each	
Six (6) through 25 applications	$50.00	Each	
Application for Utility Pole and Monopole (New or existing with modifications)			
New, replacement, or modified utility poles not subject to zoning review	$400.00	Each	
New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	$400.00	Each	
Miscellaneous			
Outside Consultant	Actual Cost to Jurisdiction	Per Consultant	
Abatement Administrative Fee ($150 min.)	10% of Actual Cost	Per Abatement	
ECONOMIC DEVELOPMENT			
TechCelerator			
The Economic Development Director has the authority to reduce or waive the program fee based on business evaluation criteria.			
Program Fee			
Tier 1	$0.35	Per Square Foot/Per Month	
Tier 2	$0.51	Per Square Foot/Per Month	
Tier 3	$0.68	Per Square Foot/Per Month	
Tier 4	$0.85	Per Square Foot/Per Month	
Tier 5	$1.01	Per Square Foot/Per Month	
Tier 6	$1.18	Per Square Foot/Per Month	
Tier 7	$1.34	Per Square Foot/Per Month	
FINANCE			
Business Licensing			
Business - Initial License, operations commencing in quarter before 1/1/26:			
1st Quarter - January, February, March	$168.00	Per License	
2nd Quarter - April, May, June	$126.00	Per License	
3rd Quarter - July, August, September	$84.00	Per License	
4th Quarter - October, November, December	$42.00	Per License	
Business - Initial License, operations commencing in quarter on or after 1/1/26:			
1st Quarter - January, February, March	$84.00	Per License	
2nd Quarter - April, May, June	$63.00	Per License	
3rd Quarter - July, August, September	$42.00	Per License	
4th Quarter - October, November, December	$21.00	Per License	
Business - Annual Renewal Fee	$84.00	Per License	
Late Payment (Failure to pay by a specified due date.)	25% of Base Rate	Per License	
Short Term Rental License Fee	$250.00	Per License/Application	
Miscellaneous			
Returned Payment Fee	$15.00	Per Transaction	
City Sales and Use Tax Application Fee	$10.00	Per License	
Department of Public Safety Background Check*	$22.00	Per Check	
In-Person Development Services Payment Processing Fee for Credit Card Transactions	2.0%	Per Transaction Amount	
Online Development Services Payment Processing Fee for Credit Card/Debit Transactions	2.8% or $1.25 minimum	Per Transaction Amount	
FIRE-MEDICAL			
Fire Suppression			
Engine Company/Ladder Tender	$427.00	Per Hour	
Ladder Company	$514.00	Per Hour	
Command Vehicle	$244.00	Per Hour	
Brush Truck/Support Truck	$228.00	Per Hour	
Water Tender	$184.00	Per Hour	
Staff Vehicle	$148.00	Per Hour	
Fire Code Compliance			
Annual Fire Inspections- 3rd, 4th, and 5th Re-Inspection	$150.00	Per Inspection	
Electronic Filing- Fire Code Compliance	$12.00	Per Inspection	
License Inspection			
Adult/Child Day Care Facility	$100.00	Per Inspection	
Residental Group Homes/Nursing Care/Supervisory Care/Behavioral Health and Assisted Living Facilities	$150.00	Per Inspection	
Inspection			
Pyrotechnics Display	$300.00	Per Inspection	
~~90 day Firework Vendor- Store~~ Temporary Use Permit/Fireworks In-Store Display	$150.00	Per Inspection	Name change
~~90 day Firework Vendor- Tent~~ Temporary Use Permit/Fireworks Tent	$350.00	Per Inspection	Name change
Lock Box			
Device and Installation	$65.00	Per Box	

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FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Records Request			
Compact Disc	$20.00	Per Disc	
Less than 10 pages	$5.00	Per Request	
10 to 19 pages	$10.00	Per Request	
20 - 29 pages	$15.00	Per Request	
30 - 49 pages	$25.00	Per Request	
50 - 100 pages	$35.00	Per Request	
Remote Alarm			
Installation			
Fee 1 Of 2	$100.00	Per Installation	
Fee 2 Of 2	$150.00	Per Day	
Alarm System Non-Compliance	$75.00	Per Call	
Incident Investigation – Car 3099	$75.00	Per Hour	
Tactical Premise	$75.00	Per Call	
Annual Tomar Gate Inspection	$50.00	Per Inspection	
Resuscitation Training			
Instructor Fee (required for all classes/training)	Per HR Compensation Plan (see COS website)	Per Hour	
CPR/AED Digital Certification Card with Access to Digital Book (6 Student Minimum)	$20.00	Materials Per Student	
CPR/AED First Aid Digital Certification Card with Access to Digital Book (6 Student Minimum)	$30.00	Materials Per Student	
Fire-Medical Staffing	Per HR Compensation Plan (see COS website)	Per Hour	
HUMAN SERVICE & COMMUNITY VITALITY			
Community & Resource Center/Senior Center Rentals			
Tier 1: City of Surprise non-profit partners and government entities *Tier 2: Non-profit organizations who are not associated with the City of Surprise* *Tier 3: Individuals or groups* *Tier 4: Business entities operating for profit*			
Senior Center Only			
Café	$0.00 - Tier 1 $10.00 - Tier 2 $15.00 - Tier 3 Not Available - Tier 4	Per Hour Based on Tier	
Classroom (Available to Tier 1 only)	$0.00 - Tier 1 Not Available - Tier 2 Not Available - Tier 3 Not Available - Tier 4	Per Hour Based on Tier	
Dining Hall	$0.00 - Tier 1 $20.00 - Tier 2 $40.00 - Tier 3 $80.00 - Tier 4	Per Hour Based on Tier	
Game Room	$0.00 - Tier 1 $15.00 - Tier 2 $30.00 - Tier 3 $60.00 - Tier 4	Per Hour Based on Tier	
Dining Hall and Kitchen	$0.00 - Tier 1 $25.00 - Tier 2 $50.00 - Tier 3 $100.00 - Tier 4	Per Hour Based on Tier	
Entire Building	$0.00 - Tier 1 $30.00 - Tier 2 $60.00 - Tier 3 $125.00 - Tier 4	Per Hour Based on Tier	
Annual Membership (January-December)			
Senior Center Only	$0.00 - $5.00	Per Person/Per Year	
Fitness Center Only	$0.00 - $10.00	Per Person/Per Year	
Dual (includes Senior Center and Fitness Center)	$0.00 - $12.00	Per Person/Per Year	
Community & Resource Center			
Classroom West (114) 25 – 30 Occupancy	$0.00 - Tier 1 $15.00 - Tier 2 $20.00 - Tier 3 $40.00 - Tier 4	Per Hour	New fee added
Classroom East (168) 50 Occupancy	$0.00 - Tier 1 $20.00 - Tier 2 $25.00 - Tier 3 $45.00 - Tier 4	Per Hour	New fee added
Classroom RC (123) 18-22 Occupancy	$0.00 - Tier 1 $10.00 - Tier 2 $15.00 - Tier 3 $30.00 - Tier 4	Per Hour	New fee added
Boardroom (147) 25-30 Occupancy	$0.00 - Tier 1 $15.00 - Tier 2 $20.00 - Tier 3 $40.00 - Tier 4	Per Hour	New fee added
Meeting Room East (174) 8-10 Occupancy	$0.00 - Tier 1 $10.00 - Tier 2 $15.00 - Tier 3 $30.00 - Tier 4	Per Hour	New fee added
Lounge (172)	$0.00 - Tier 1 $10.00 - Tier 2 $15.00 - Tier 3 $30.00 - Tier 4	Per Hour	New fee added

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FEE	AMOUNT		UNIT OF MEASURE	Summary of Changes
Dining Hall A (Kitchen Side)		$0.00 - Tier 1 $20.00 - Tier 2 $40.00 - Tier 3 $80.00 - Tier 4	Per Hour	New fee added
Dining Hall B (Stage Side)		$0.00 - Tier 1 $20.00 - Tier 2 $40.00 - Tier 3 $80.00 - Tier 4	Per Hour	New fee added
Entire Dining Hall + Kitchen		$0.00 - Tier 1 $40.00 - Tier 2 $60.00 - Tier 3 $125.00 - Tier 4	Per Hour	New fee added
Game Room		$0.00 - Tier 1 $15.00 - Tier 2 $30.00 - Tier 3 $60.00 - Tier 4	Per Hour	New fee added
Community & Resource Center Fitness Room Memberships:				
Youth - 14 to 17 Years Old Seniors - 50 Years Old and Up (Non-Members of Senior Center) Adults with Disabilities		$0.00 - $10.00	Per Person/Per Year	New fee added
Adults - 18 to 49 Years Old		$0.00 - $15.00	Per Person/Per Year	New fee added
Event Vendor Fees				
Event Tabling and Food Trucks		$0.00 - $500.00	Per Event	New fee added
HSCV Programming Fees				
Workshops/Classes/Activities		$0.00 - $25.00	Per Person/Per Session or Series	New fee added
Senior Center Trips				
Member		$0.00 - $40.00	Per Person/Per Trip	New fee added
Non-Member		$0.00 - $50.00	Per Person/Per Trip	New fee added
Holiday Parties				
Member	$0.00 - $50.00		Per Person/Per Party	
Non-Member	$0.00 - $60.00		Per Person/Per Party	
Special Interest Classes				
Member	$1.00 - $150.00	$0.00 - $150.00	Per Person/Per Session	Some classes do not incur an expense
Non-Member	$2.00 - $151.00	$0.00 - $151.00	Per Person/Per Session	Some classes do not incur an expense
Crafts				
Member	$1.00 - $25.00	$0.00 - $25.00	Per Person/Per Session	Some classes do not incur an expense
Non-Member	$2.00 - $26.00	$0.00 - $26.00	Per Person/Per Session	Some classes do not incur an expense
Congregate Meal Fee				
Individulas who do not meet eligibility requirements for meal servies	$5.00		Per Person/Per Meal	
LIBRARY				
Library Printing Fees - black & white > 20 (first 20 b&w prints are free)	$0.10		Per Page	
Library Printing Fees - color	$0.25		Per Page	
PARKS & RECREATION				
Aquatics Admissions				
Special Event Admissions/Aquatics	$0.00 - $25.00		Per Person/Per Event	
Open Swim & Lap Swim				
Youth/Senior- Resident	$2.00 - $5.00		Per Person/Per Day	
Adult- Resident	$3.00 - $6.00		Per Person/Per Day	
Youth/Adult/Senior- Non-Resident	$5.00 - $8.00		Per Person/Per Day	
Swim Passes (Residents Only)				
Youth/Senior Individual	$30.00 - $50.00		Per Season	
Adult Individual	$50.00 - $80.00		Per Season	
Family (Up to 5)	$100.00 - $160.00		Per Season	
Family (Additional persons over 5)	$10.00 - $20.00		Per Person/Per Season	
~~**Racquet/Paddle Sports Admissions**~~				
~~**Ball Machine Rental (1/2 Hour & Full Hour Rentals Available)**~~				
~~Resident~~	~~$11.00~~		~~Per Machine/Per 1 Hour~~	
~~Non-Resident~~	~~$13.00~~		~~Per Machine/Per 1 Hour~~	
~~**General Admission (Court Fees)**~~				
~~Tennis Court Fee: 90 minutes - Resident~~	~~$2.00 - $4.00~~		~~Per Person/Per 90 min~~	All racquet and paddle sports fees are moving down to the Surprise Tennis & Racquet Complex Rentals section.
~~Tennis Court Fee: 120 minutes - Resident~~	~~$3.00 - $5.00~~		~~Per Person/Per 120 min~~	
~~Tennis Court Fee: 90 minutes - Non-Resident~~	~~$3.00 - $5.00~~		~~Per Person/Per 90 min~~	
~~Tennis Court Fee: 120 minutes - Non-Resident~~	~~$4.00 - $6.00~~		~~Per Person/Per 120 min~~	
~~Additional Fee for Tennis Court Prime-Time Use (After 4PM)~~	~~$1.00 - $3.00~~		~~Per Person/Per Rental~~	
~~**Racquetball/Paddleball Court Fees**~~				
~~Racquetball/Paddleball Court Fees 60 min - Resident~~	~~$3.00 - $5.00~~		~~Per Person/Per 60 min~~	
~~Racquetball/Paddleball Court Fees 60 min - Non-Resident~~	~~$5.00 - $7.00~~		~~Per Person/Per 60 min~~	
Special Events Admissions				
Special Event Admissions/Teens	$0.00 - $25.00		Per Person/Per Event	
Event & Promotion Activity Tickets (Fees vary depending on event)	$1.00 - $50.00		Per Ticket	
Aquatics Rentals				
Category** I	No charges apply			
Surprise Aquatic Center - Private Rental Fees				
≤100 Attendees	$280.00		Per Hour	

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FEE	AMOUNT		UNIT OF MEASURE	Summary of Changes
101-150 Attendees	$310.00		Per Hour	
151-200 Attendees	$330.00		Per Hour	
201-250 Attendees	$350.00		Per Hour	
251-400 Attendees	$450.00		Per Hour	
Hollyhock Community Pool - Private Rental Fees				
≤100 Attendees	$210.00		Per Hour	
101-150 Attendees	$240.00		Per Hour	
151-200 Attendees	$260.00		Per Hour	
Lane Rental				
Lap Lane Rental - 25 meter	$50.00		Per Hour	
Lap Lane Rental - 50 meter	$75.00		Per Hour	
Lane Configuration Change Fee	$100.00		Per Change	
Diving Well Rental (Surprise Aquatic Center & Hollyhock Only)	$50.00		Per Hour	
Additional Fee for Non-Resident Rentals	$10.00		Per Hour	
Aquatic - Indoor Rental - during open swim				
≤15 -50 Attendees	$60.00 - $400.00		Per 2-Hour Rental	
Additional Fee for Non-Resident Rentals	$20.00 - $50.00		Per 2-Hour Rental	
Aquatic - Outdoor Party Rental - during open swim				
≤15 -50 Attendees	$40.00 - $300.00		Per 2-Hour Rental	
Additional Fee for Non-Resident Rentals	$20.00 - $50.00		Per 2-Hour Rental	
Additional Aquatic Fees				
Staff (Requirements based on specific event, projected attendance & required number of personnel for safety.)	$25.00		Per Hour/Per Staff	
Utilities (Gas/Electric/Water)	$20.00		Per Hour	
Excessive Utilities (To restart heat/utilities when closed for winter/season)	$500.00		Per Day	
Recreation Center Facility Rentals				
2-hour minimum for all Recreation Center Facility Rentals excluding rental packages				
Dance Room				
Resident	$70.00		Per Hour	
Non-Resident	$80.00		Per Hour	
Dreamcatcher Park/Recreation Center Gymnasium				
Resident	$145.00		Per Hour	
Non-Resident	$165.00		Per Hour	
Multi-Purpose Room				
Resident	$120.00		Per Hour	
Non-Resident	$140.00		Per Hour	
Classroom				
Resident	$35.00		Per Hour	
Non-Resident	$40.00		Per Hour	
~~* Classroom rentals are subject to a $20.00 staffing fee depending on facility schedule.~~				This line has been moved to the bottom of the Parks & Recreation section. The $20.00 staffing fee applies to all rentals.
Sierra Montana Recreation Center Rental Packages				
Basic Rental Package (3 Hr. Minimum)	$210.00		Per 3-Hour Rental	
Basic Rental Package - Additional Time	$70.00		Per Hour	
Additional Fee for Non-Resident Rentals	$60.00		Per 3-Hour Rental	
Ultimate Rental Package (3 Hr. Minimum)	$420.00		Per 3-Hour Rental	
Ultimate Rental Package- Additional Time	$140.00		Per Hour	
Additional Fee for Non-Resident Rentals	$90.00		Per 3-Hour Rental	
Field Rentals				
Additional Special Event permits or a Facility Use Agreement may apply to field reservations depending on the nature of the reservation				
All City Fields (excluding Surprise Recreation Campus fields and the Fields at Countryside)				
Sport Field Rental Monday - Friday before 5pm	$7.50		Per Hour	
Sport Field Rental - Resident	$15.00		Per Hour	
Sport Field Rental - Non-Resident	$30.00		Per Hour	
Field Prep Fee	$15.00 - $150.00		Per Field	
Fields at Countryside				
FAC Field Rental - Resident Before 5pm	$50.00		Per Hour	
FAC Field Rental - Resident After 5pm	$65.00		Per Hour	
FAC Field Rental - Non-Resident Before 5pm	$75.00		Per Hour	
FAC Field Rental- Non-Resident After 5pm	$90.00		Per Hour	
Field Prep Fee	$15.00 - $150.00		Per Field	
Surprise Tennis & Racquet Complex Rentals				
Additional Special Event permits or a Facility Use Agreement may apply to field reservations depending on the nature of reservation				
General Public Tennis Court Rentals				
Resident		$8.00 - $18.00	Per Hour	
Non-Resident		$12.00 - $22.00	Per Hour	
Group Tennis Court Rentals ~~- Before 4pm~~				One rate will be offered, regardless of time.
Resident Groups & Organizations	$6.00 - $11.00	$12.00 - $24.00	Per Hour	Rate range is increasing
Non-Resident Groups & Organizations	$12.00 - $18.00	$18.00 - $28.00	Per Hour	Rate range is increasing
~~**Group Tennis Court Rentals - After 4pm**~~				
~~Resident Groups & Organizations~~	~~$8.00 - $12.00~~		~~Per Hour~~	Removing
~~Non-Resident Groups & Organizations~~	~~$15.00 - $21.00~~		~~Per Hour~~	

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FEE	AMOUNT		UNIT OF MEASURE	Summary of Changes
General Public Pickleball Court Rentals				
Resident		$8.00 - $18.00	Per Hour	New fee range created
Non-Resident		$12.00 - $22.00	Per Hour	New fee range created
Group Pickleball Court Rentals				
Resident		$12.00 - $24.00	Per Hour	New fee range created
Non-Resident		$18.00 - $28.00	Per Hour	New fee range created
General Public Racquetball Rentals				
Resident		$8.00 - $18.00	Per Hour	New fee range created
Non-Resident		$12.00 - $22.00	Per Hour	New fee range created
Ball Machine Rental				
Resident	$11.00	$11.00 - $16.00	Per Hour	Range has been added
Non-Resident	$13.00	$13.00 - $18.00	Per Hour	Range has been added
~~Group Warm-up Fee~~	~~$4.00 - $5.00~~		~~Per Court/Per 30 min~~	Removing
Basket of Tennis Balls	$2.00		Per Person/Per Day	
Racquet Stringing Services	$15.00 - $35.00		Per Item	
Backboard Rental	$1.00		Per Person/Per 30 minutes	
Tennis Classroom				
Resident	$30.00 - $40.00		Per Hour	
Non-Resident	$35.00 - $45.00		Per Hour	
Tennis Ping Pong Room				
Resident	$25.00 - $35.00		Per Hour	
Non-Resident	$30.00 - $40.00		Per Hour	
Sand Volleyball Courts/~~Pickleball Courts Rentals~~/Basketball Court Rentals				Pickleball court rentals is standalone (see above)
*** Sport Courts are rented on a limited basis**				
Resident	$5.00 - $9.00		Per Hour	
Non-Resident	$7.00 - $11.00		Per Hour	
Ramadas				
Additional Special Event permits or a Facility Use Agreement may apply to ramada reservations depending on the nature of the reservation.				
Ramada Small				
Resident	$20.00		Per 4 Hour Block	
Non-Resident	$35.00		Per 4 Hour Block	
Ramada Large				
Resident	$30.00		Per 4 Hour Block	
Non-Resident	$55.00		Per 4 Hour Block	
Ramada Marley Park Pavillion and Rescue Springs Patio				
Resident	$65.00		Per 4 Hour Block	
Non-Resident	$125.00		Per 4 Hour Block	
Special Event Permits				
Amplified Sound - (Must reserve all ramada's within 50 ft.)				
Resident	$50.00 - $100.00		Per Permit	
Non-Resident	$100.00 - $250.00		Per Permit	
Beer Permit				
Resident	$10.00		Per Permit	
Non-Resident	$20.00		Per Permit	
Special Use Permit				
Special Use Permit - Resident	$10.00		Per Item/Per 4-Hour Block	
Special Use Permit - Non-Resident	$20.00		Per Item/Per 4-Hour Block	
Organized Activity Park Use - Resident	$0.00 - $100.00		Per 4-Hour Block (Permit fees based on group size and activity)	
Organized Activity Park Use - Non-Resident	$0.00 - $200.00		Per 4-Hour Block (Permit fees based on group size and activity)	
Mobile Food Vendor				
Vending in Parks	$0.00 - $500.00		Per Permit (Permit fee based on location, duration and event)	
Memorial Program				
24" Tree	$850.00		One time amount	
36" Tree	$2,000.00		One time amount	
Park Bench	$5,000.00		One time amount	
Memorial Brick	$100.00		One time amount	

*All Parks & Recreation rentals are subject to a $20.00 staffing fee per staff member, per hour, as needed to facilitate the rental, unless otherwise noted.

POLICE			
Reports			
Less Than 10 Pages	$5.00		Per Request
10 - 19 Pages	$10.00		Per Request
20 - 29 Pages	$15.00		Per Request
30 - 49 Pages	$25.00		Per Request
50 - 100 Pages	$35.00		Per Request
Per Page Over 100 Pages	$0.15		Per Request
Photos			
Photos	$20.00		Per CD

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FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Fingerprint Cards			
2 Or Less	$15.00	Per Request	
Per Card Over 2	$5.00	Per Card	
Miscellaneous			
Letter Of Clearance	$10.00	Per Letter	
Video Recording Fee	$46.00	Per Hour	
Recording 911/Phone/Video- VHS/Cassette/Macro-Cassette/CD	$20.00	Per Recording	
Tow Fee 28-3511*	$150.00	Per Tow	
Transaction- Pawnshop/Secondhand Dealer	$3.00	Per Transaction	
PUBLIC WORKS			
Sanitation Hauler's License			
Application	$500.00	Per Application	
License	$1,000.00	Per Vehicle	
Miscellaneous			
Haul Permit	$140.00	Per Permit	
WATER RESOURCE MANAGEMENT			
Water Efficiency Certification			
New Professional Fee	$50.00	Per Person	
Annual Renewal Fee	$20.00	Per Person	
Water Meter Installation - Fee amount is the listed market cost updated yearly on July 1st			
3/4" Ultrasonic Meter	$422.70	Per Meter	
1" Ultrasonic Meter	$428.20	Per Meter	
1.5" Ultrasonic Meter	$916.13	Per Meter	
2" Ultrasonic Meter	$1,138.08	Per Meter	
3" Ultrasonic Meter	$3,238.00	Per Meter	
4" Ultrasonic Meter	$4,145.00	Per Meter	
6" Ultrasonic Meter	$6,653.00	Per Meter	
8" Ultrasonic Meter	$19,050.00	Per Meter	
~~**Commercial Credit Programs**~~			
~~**Infrastructure Program (Up to 25% Credit)**~~			
~~1. > 10% Above Standard Requirements~~	~~5% Credit~~		
~~2. > 25% Above Standard Requirements~~	~~10% Credit~~		
~~3. > 35% Above Standard Requirements~~	~~15% Credit~~		
~~4. > 50% Above Standard Requirements~~	~~20% Credit~~		
~~5. Creative means to achieve Above Standard Requirements~~	~~5% Credit~~		
~~**Regulatory Credit Program (Up to 13% Credit)**~~			All stormwater Commercial Credit Program information will be listed on the Utility Rate Schedule (City's website).
~~School Education Credit (participate in County Program)~~	~~8% Credit~~		
~~Public Participation~~	~~5% Credit~~		
~~Partnership Donations~~	~~5% Credit~~		
~~Industrial AZPDES Credit~~	~~5% Credit~~		
~~Bonus- Participate in any 2~~	~~3% Credit~~		

SURPRISE
ARIZONA

Citywide Fee Schedule

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CITY CLERK

Commercial Records Request

FEE	AMOUNT	UNIT OF MEASURE
Electronic Record	$5.00	Per Day
Record Line	$0.50	Per Page

All commercial records requests will be fulfilled electronically. For hard copy requests, an additional cost for printing will be incurred.
Additional fees could be assigned depending on the commercial value of the information being requested, and other contributing factors. A.R.S. § 39-121.03(A).

Passports

FEE	AMOUNT	UNIT OF MEASURE
Execution*	$35.00	Per Card or Book

Photocopies

FEE	AMOUNT	UNIT OF MEASURE
8.5" x 11" or 8.5" x 14"	$0.50	Per Page
11" x 17"	$1.00	Per Page

CITY COURT

FEE	AMOUNT	UNIT OF MEASURE
Arrest Warrant Processing	$200.00	Per Warrant
Compliance Monitoring	$100.00	Per Case
Deferred Prosecution	$200.00	Per Case
Diversion Program	$300.00	Per Case
Driver's License Suspension	$50.00	Per Case
Indigent Administrative Assessment (Determined by the Judge based on financial affidavit.)	$25.00	Per Charge
Jury Cancellation	$500.00	Per Case
Municipal Court Enhancement	$16.40	Per Case
Probation Program	$100.00	Per Case
Public Defender	$150.00	Per Case (Determined by Judge based on financial affidavit)

COMMUNITY DEVELOPMENT

Community Facilities District (CFD)

FEE	AMOUNT	UNIT OF MEASURE
CFD Application (per A.R.S. § 48-708 (E))	$15,000.00	Per CFD
CFD Administrative Expense (per A.R.S. § 48-708 (E))	$50,000.00 (or actual cost, whichever is less)	Per CFD
CFD Administrative Expense Additional Deposits	$25,000.00	Per CFD

Building Permit and Inspections

FEE	AMOUNT	UNIT OF MEASURE
Annual Facilities Permit	$275.00	Per Permit

Building/Fire Permit

FEE	AMOUNT	UNIT OF MEASURE
Building/Fire Permit Fee (Fee 1 of 3)	$100.00	Each Permit
Building/Fire Permit Fee - $1.00 to $999,999.99 (Fee 2 of 3)	$6.00	Per Each $1,000 of Valuation
Building/Fire Permit Fee - Any Valuation above and beyond the first $1,000,000.00+ (Fee 3 of 3)	$5.00	Per Each $1,000.00 of Valuation
Commercial Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each
Deferred Permit Submittal	$165.00	Per Deferral
Designated Slum Property Inspection (2 hr. min. outside normal business hours)	$150.00	Per Inspection
Finished Floor Elevation Verification	$415.00	Per Verification
Re-Inspection	$100.00	Per Hour ($200.00 min.)
After Hour Inspection	$100.00	Per Hour ($200.00 min.)
After Hour Inspection – Weekends/Holidays/3rd Shift	$100.00	Per Hour ($300.00 min.)
Manufactured Home	Per Arizona Department of Housing Intergovernmental Agreement	Each
Patio Covers/Awnings/Carports	50% of cost per square foot of ICC Valuation	Per square foot of ICC valuation
Print or Reproduction of Certificate of Occupancy Only	$75.00	Per Address
Residential Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each
Residential Healthcare Facility Inspections	$180.00	Per Inspection
Swimming Pool Signs	Actual Cost to Jurisdiction	Per Sign
Temporary Certificate of Occupancy (TCO) - First 30 days (Fee 1 of 2)	$500	Per TCO for first 30 days
Temporary Certificate of Occupancy (TCO) - Each Subsequent 30 days (Fee 2 of 2) (Issued in 30-day increments only) Excludes phased multifamily projects when approved by the Community Development Director	$1000.00	Per TCO for each 30 days beyond the initial 30 days
Temporary Use Permit/Special Event	$135.00	Per Permit

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Self-Certification Meeting	$300.00	Per Meeting
Solar Admin Fee (1 of 3)	$109.00	Per Permit
Solar Plan Review Fee (2 of 3)	$128.00	Per Permit
Solar Permit Fee (3 of 3)	$63.00	Per Permit

Building, Fire and Landscape Plan Review

FEE	AMOUNT	UNIT OF MEASURE
Building/Fire/Landscape Plan Review	65% of the Permit Fee	Per Permit
Plan Revisions - After Permit is Approved	$25.00	Per 15 mins.

Civil Engineering Permit and Inspections

FEE	AMOUNT	UNIT OF MEASURE
Annual Traffic Control Permit	$75.00	Per Permit
City Jurisdiction or Service Area - Civil Construction Permit	3.5% based on either an executed contract price or a sealed engineer's estimate at 110%	Per Permit
City Jurisdiction or Service Area - Private Utility (Wet and dry without an agreement)	1% of Construction Cost	Per Permit
Civil Construction Permit Renewal Or Extension (Before expiration or based on the percentage of work remaining as approved by the City Engineer)	50% of the original permit fee paid	Per Permit
Inspection and Re-Inspection (2 hr. min. outside normal business hours)	$125.00	Per Hour

Excavation In Paved Streets Within 2 Years Of Street Construction

FEE	AMOUNT	UNIT OF MEASURE
5 sq. yds. or less	$330.00	Per Square Yard
5 - 100 sq. yds.- Fee 1 of 2	$1,650.00	Per Review
5 - 100 sq. yds.- Fee 2 of 2	$18.00	Per Square Yard
100 sq. yds. or more- Fee 1 of 2	$3,360.00	Per Review
100 sq. yds. or more- Fee 2 of 2	$14.00	Per Square Yard

Standard Civil Plan Review and Civil Plan Revision Review

FEE	AMOUNT	UNIT OF MEASURE
1st and 2nd Review	$380.00	Per Sheet
3rd and Subsequent Review	$190.00	Per Sheet
Dry Utility Plan Review and Dry Utility Plan Revision Review	$190.00 billed in arrears	Per Hour
Expedited Plan Review	200% of standard review fee ($1,000.00 minimum)	Per Review

Development Fees

FEE	AMOUNT	UNIT OF MEASURE
404 Documentation/Phase 1 Environmental Assessment/Title Report/Environmental Inventory Plan & Report	$180.00	Per Report
Administrative Use Permit (AUP)	$400.00	Each
Alta Survey	$95.00	Per Sheet
Appeals	$1,200.00	Each
Annexation	$800.00	Per Annexation
Comprehensive Sign Program (CSP)	$1,750.00	Each
Concept Review	$300.00	Per Review
Concept Review Waiver	$150.00	Each
Conditional Use Permit (Use Only)	$1,250.00	Each
Conditional Use Permit with Site Plan Fee 1 of 2	$3,600.00	Each
Conditional Use Permit with Site Plan Fee 2 of 2	$30.00	Per Acre
Development Agreement	$5,000.00	Per Agreement
Development Agreement Amendment	$2,500.00	Per Amendment
Design Review Case Extension	$75.00	Each
Concept Review Checklist Extension	$75.00	Each
Design Review Elevation Only (Remodel, Colors)	$150.00	Each
Engineering Report (Traffic Impact Analysis/Engineering Report, Water, Wastewater or Reclaimed Water Master Plan)	$180.00	Per Hour/Per Report – Billed in Arrears
Final Plat Fee 1 of 2	$1,200.00	Each
Final Plat Fee 2 of 2	$17.00	Per Lot/Tract/Parcel
Fire Flow Test Results	$110.00	Per Test
Follow Up Concept Review	$150.00	Per Review
General Plan Amendment Major	$6,000.00	Each
General Plan Amendment Minor	$2,500.00	Each
Home Product Review	$125.00	Per Plan
Landscape Design Review	$300.00	Per Sheet
Lot Line Adjustment	$400.00	Each
Map of Dedication	$750.00	Each
Minor Land Division Fee 1 of 2	$400.00	Each
Minor Land Division Fee 2 of 2	$17.00	Per Lot/Tract/Parcel
Model Home Complex Fee 1 of 2	$600.00	Each
Model Home Complex Fee 2 of 2	$17.00	Per Lot/Tract/Parcel
Parcel Assemblage	$400.00	Each
Planned Unit Development Overlay	$3,540.00	Per Overlay
Preliminary Plat Fee 1 of 2	$2,500.00	Each
Preliminary Plat Fee 2 of 2	$30.00	Per Lot/Tract/Parcel
Design Review Approval Extension	$220.00	Per Request
Rezone Fee 1 of 2	$3,000.00	Each
Rezone Fee 2 of 2	$20.00	Per Acre

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Site Plan (Narrative and elevations included in per sheet fee) Fee 1 of 2	$3,000.00	Each
Site Plan (Narrative and elevations included in per sheet fee) Fee 2 of 2	$30.00	Per Acre
Minor Site Plan Amendment Fee	$420.00	Each
Temporary Use Permit/Donation Bins	$135.00	Per Permit
Text Amendment	$2,000.00	Each
Variance Fee 1 of 2	$500.00	Each
Variance Fee 2 of 2	$25.00	Per Item Requested
PAD/PUD Amendment Major	$2,500.00	Each
PAD/PUD Amendment Minor	$885.00	Per Amendment
Address Assignment From Dedicated Access (At time of Permit/Development Review)	$10.00	Per Address
Address Assignment On Vacant Property Or From Easement (At time of Permit/Development Review)	$25.00	Per Address
Address Change At Time of Permit	$50.00	Per Address
Document Handling	Actual Cost to Jurisdiction	Per Document
Native plant Inventory – 1st and 2nd Review	$160.00	Per Sheet
Native Plan Inventory – 3rd and Subsequent Review	$100.00	Per Sheet
Miscellaneous 4th and subsequent reviews (any plan type)	20% of Initial Base Fee	Each
Plan Revisions	$380.00 billed in arrears	Per Sheet
Plan Revisions – After Permit is Approved	$25.00	Per 15 mins.
Plan Revision Requested by Applicant	50% of Initial Base Fee	Each
Field Directives	$190.00 billed in arrears	Per Hour
Public Meeting Notice/Advertising	Actual Cost to Jurisdiction	Per Advertisement
Recordation Fee	Actual Cost to Jurisdiction	Per Recording

General Services

FEE	AMOUNT	UNIT OF MEASURE
Civil Permit and Design Review Administrative Processing	$140.00	Per Permit/Review
Building Permit Administrative Processing Fee - Valuation of $1.00 - $999,999.99	0.50% of Valuation	Valuation for first million
Building Permit Administrative Processing Fee - Valuation of $1,000,000.00+	0.052% of Valuation	Valuation beyond the first million
Permit Extension (1st extension)	$115.00	Per Extension
Permit Extension (2nd & subsequent)	$155.00	Per Extension
Archived Document Retrieval (Copies are additional)	$80.00	Per Request

Asbuilts

FEE	AMOUNT	UNIT OF MEASURE
12" x 18"	$2.50	Per Page
24” x 36”	$5.00	Per Page
CD’s Containing Documents	$5.00	Per CD
Custom Maps ($150 min.)	$80.0	Per Hour

Digital Data

FEE	AMOUNT	UNIT OF MEASURE
Boundary Shapes	$25.00	Per Shape
Centerlines	$250.00	Per Centerline
Land Use or Zoning	$100.00	Per Request
Parcels	$500.00	Per Parcel

Maps

FEE	AMOUNT	UNIT OF MEASURE
8.5” x 11”	$2.50	Per Page
11” x 17”	$5.00	Per Map
24” x 36”	$20.00	Per Map
36” x 48” or 40” x 60”	$30.00	Per Map
Zoning Verification, Compliance Letter	$100.00	Each

Right-Of-Way Facilities Fees

Annual Use Fees

FEE	AMOUNT	UNIT OF MEASURE
Right-Of-Way Use Fee	$50.00	Per year x number of Small Wireless Facilities
Right-Of-Way Use Fee for Monopoles and Associated Wireless Facilities	$100.00	Per year x number of Small Wireless Facilities
Application for collocating Small Wireless Facilities (Existing with no modifications) One (1) to five (5) applications	$100.00	Each
Six (6) through 25 applications	$50.00	Each
Application for Utility Pole and Monopole (New or existing with modifications) New, replacement, or modified utility poles not subject to zoning review	$400.00	Each
New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	$400.00	Each

Miscellaneous

FEE	AMOUNT	UNIT OF MEASURE
Outside Consultant	Actual Cost to Jurisdiction	Per Consultant
Abatement Administrative Fee ($150 min.)	10% of Actual Cost	Per Abatement

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ECONOMIC DEVELOPMENT

TechCelerator

The Economic Development Director has the authority to reduce or waive the program fee based on business evaluation criteria.

Program Fee

FEE	AMOUNT	UNIT OF MEASURE
Tier 1	$0.35	Per Square Foot/Per Month
Tier 2	$0.51	Per Square Foot/Per Month
Tier 3	$0.68	Per Square Foot/Per Month
Tier 4	$0.85	Per Square Foot/Per Month
Tier 5	$1.01	Per Square Foot/Per Month
Tier 6	$1.18	Per Square Foot/Per Month
Tier 7	$1.34	Per Square Foot/Per Month

FINANCE

Business Licensing

FEE	AMOUNT	UNIT OF MEASURE
Business - Annual Renewal Fee	$84.00	Per License
Late Payment (Failure to pay by a specified due date.)	25% of Base Rate	Per License
Short Term Rental License Fee	$250.00	Per License/Application

Business - Initial License, operations commencing in quarter before 1/1/26:

FEE	AMOUNT	UNIT OF MEASURE
1st Quarter - January, February, March	$168.00	Per License
2nd Quarter - April, May, June	$126.00	Per License
3rd Quarter - July, August, September	$84.00	Per License
4th Quarter - October, November, December	$42.00	Per License

Business - Initial License, operations commencing in quarter on or after 1/1/26:

FEE	AMOUNT	UNIT OF MEASURE
1st Quarter - January, February, March	$84.00	Per License
2nd Quarter - April, May, June	$63.00	Per License
3rd Quarter - July, August, September	$42.00	Per License
4th Quarter - October, November, December	$21.00	Per License

Miscellaneous

FEE	AMOUNT	UNIT OF MEASURE
Returned Payment Fee	$15.00	Per Transaction
City Sales and Use Tax Application Fee	$10.00	Per License
Department of Public Safety Background Check*	$22.00	Per Check
In-Person Development Services Payment Processing Fee for Credit Card Transactions	2.0%	Per Transaction Amount
Online Development Services Payment Processing Fee for Credit Card/Debit Transactions	2.8% or $1.25 minimum	Per Transaction Amount

FIRE-MEDICAL

Fire Suppression

FEE	AMOUNT	UNIT OF MEASURE
Engine Company/Ladder Tender	$427.00	Per Hour
Ladder Company	$514.00	Per Hour
Command Vehicle	$244.00	Per Hour
Brush Truck/Support Truck	$228.00	Per Hour
Water Tender	$184.00	Per Hour
Staff Vehicle	$148.00	Per Hour

Fire Code Compliance

FEE	AMOUNT	UNIT OF MEASURE
Annual Fire Inspections- 3rd, 4th, and 5th Re-Inspection	$150.00	Per Inspection
Electronic Filing- Fire Code Compliance	$12.00	Per Inspection

License Inspection

FEE	AMOUNT	UNIT OF MEASURE
Adult/Child Day Care Facility	$100.00	Per Inspection
Residential Group Homes/Nursing Care/Supervisory Care/Behavioral Health and Assisted Living Facilities	$150.00	Per Inspection

Inspection

FEE	AMOUNT	UNIT OF MEASURE
Pyrotechnics Display	$300.00	Per Inspection
Temporary Use Permit/Fireworks In-Store Display	$150.00	Per Inspection

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Temporary Use Permit/Fireworks Tent	$350.00	Per Inspection

Lock Box

FEE	AMOUNT	UNIT OF MEASURE
Device and Installation	$65.00	Per Box

Records Request

FEE	AMOUNT	UNIT OF MEASURE
Compact Disc	$20.00	Per Disc
Less than 10 pages	$5.00	Per Request
10 to 19 pages	$10.00	Per Request
20 - 29 pages	$15.00	Per Request
30 - 49 pages	$25.00	Per Request
50 - 100 pages	$35.00	Per Request

Remote Alarm

FEE	AMOUNT	UNIT OF MEASURE
Installation Fee 1 Of 2	$100.00	Per Installation
Installation Fee 2 Of 2	$150.00	Per Day
Alarm System Non-Compliance	$75.00	Per Call
Incident Investigation – Car 3099	$75.00	Per Hour
Tactical Premise	$75.00	Per Call
Annual Tomar Gate Inspection	$50.00	Per Inspection

Resuscitation Training

FEE	AMOUNT	UNIT OF MEASURE
Instructor Fee (required for all classes/training)	Per HR Compensation Plan (see COS website)	Per Hour
CPR/AED Digital Certification Card with Access to Digital Book (6 Student Minimum)	$20.00	Materials Per Student
CPR/AED First Aid Digital Certification Card with Access to Digital Book (6 Student Minimum)	$30.00	Materials Per Student

Fire-Medical Staffing

FEE	AMOUNT	UNIT OF MEASURE
Fire-Medical Staffing	Per HR Compensation Plan (see COS website)	Per Hour

HUMAN SERVICE & COMMUNITY VITALITY

Community & Resource Center/Senior Center Rentals

Tier 1: City of Surprise non-profit partners and government entities
Tier 2: Non-profit organizations who are not associated with the City of Surprise
Tier 3: Individuals or groups
Tier 4: Business entities operating for profit

Senior Center Only	AMOUNT	UNIT OF MEASURE
Café	$0.00 - Tier 1	Per Hour Based on Tier
	$10.00 - Tier 2	
	$15.00 - Tier 3	
	Not Available - Tier 4	
Classroom (Available to Tier 1 only)	$0.00 - Tier 1	Per Hour Based on Tier
	Not Available - Tier 2	
	Not Available - Tier 3	
	Not Available - Tier 4	
Dining Hall	$0.00 - Tier 1	Per Hour Based on Tier
	$20.00 - Tier 2	
	$40.00 - Tier 3	
	$80.00 - Tier 4	
Game Room	$0.00 - Tier 1	Per Hour Based on Tier
	$15.00 - Tier 2	
	$30.00 - Tier 3	
	$60.00 - Tier 4	
Dining Hall and Kitchen	$0.00 - Tier 1	Per Hour Based on Tier
	$25.00 - Tier 2	
	$50.00 - Tier 3	
	$100.00 - Tier 4	
Entire Building	$0.00 - Tier 1	Per Hour Based on Tier
	$30.00 - Tier 2	
	$60.00 - Tier 3	
	$125.00 - Tier 4	
Annual Membership (January-December)		
Senior Center Only	$0.00 - $50.00	Per Person/Per Year
Fitness Center Only	$0.00 - $10.00	Per Person/Per Year
Dual (includes Senior Center and Fitness Center)	$0.00 - $12.00	Per Person/Per Year

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Community & Resource Center	AMOUNT	UNIT OF MEASURE
Classroom West (114) 25-30 Occupancy	$0.00 - Tier 1 $15.00 - Tier 2 $20.00 - Tier 3 $40.00 - Tier 4	Per Hour Based on Tier
Classroom East (168) 50 Occupancy	$0.00 - Tier 1 $20.00 - Tier 2 $25.00 - Tier 3 $45.00 - Tier 4	Per Hour Based on Tier
Classroom RC (123) 18-22 Occupancy	$0.00 - Tier 1 $10.00 - Tier 2 $15.00 - Tier 3 $30.00 - Tier 4	Per Hour Based on Tier
Boardroom (147) 25-30 Occupancy	$0.00 - Tier 1 $15.00 - Tier 2 $20.00 - Tier 3 $40.00 - Tier 4	Per Hour Based on Tier
Meeting Room East (174) 8-10 Occupancy	$0.00 - Tier 1 $10.00 - Tier 2 $15.00 - Tier 3 $30.00 - Tier 4	Per Hour Based on Tier
Lounge (172)	$0.00 - Tier 1 $10.00 - Tier 2 $15.00 - Tier 3 $30.00 - Tier 4	Per Hour Based on Tier
Dining Hall A (Kitchen Side)	$0.00 - Tier 1 $20.00 - Tier 2 $40.00 - Tier 3 $80.00 - Tier 4	Per Hour Based on Tier
Dining Hall B (Stage Side)	$0.00 - Tier 1 $20.00 - Tier 2 $40.00 - Tier 3 $80.00 - Tier 4	Per Hour Based on Tier
Entire Dining Hall + Kitchen	$0.00 - Tier 1 $40.00 - Tier 2 $60.00 - Tier 3 $125.00 - Tier 4	Per Hour Based on Tier
Game Room	$0.00 - Tier 1 $15.00 - Tier 2 $30.00 - Tier 3 $60.00 - Tier 4	Per Hour Based on Tier

Community & Resource Center Fitness Room Memberships

FEE	AMOUNT	UNIT OF MEASURE
Youth – 14 to 17 Years Old Seniors – 50 Years Old and Up (Non-Members of Senior Center) Adults with Disabilities	$0.00 - $10.00	Per Person/Per Year
Adults – 18 to 49 Years Old	$0.00 - $15.00	Per Person/Per Year

Event Vendor Fees

FEE	AMOUNT	UNIT OF MEASURE
Event Tabling and Food Trucks	$0.00 - $500.00	Per Event

HSCV Programming Fees

FEE	AMOUNT	UNIT OF MEASURE
Workshops/Classes/Activities	$0.00 - $25.00	Per Person/Per Session or Series

Senior Center Trips

FEE	AMOUNT	UNIT OF MEASURE
Member	$0.00 - $40.00	Per Person/Per Trip
Non-Member	$0.00 - $50.00	Per Person/Per Trip

Holiday Parties

FEE	AMOUNT	UNIT OF MEASURE
Member	$0.00 - $50.00	Per Person/Per Party
Non-Member	$0.00 - $60.00	Per Person/Per Party

Special Interest Classes

FEE	AMOUNT	UNIT OF MEASURE
Member	$0.00 - $150.00	Per Person/Per Session
Non-Member	$0.00 - $151.00	Per Person/Per Session

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Crafts

FEE	AMOUNT	UNIT OF MEASURE
Member	$0.00 - $25.00	Per Person/Per Session
Non-Member	$.00 - $26.00	Per Person/Per Session

Congregate Meal Fee

FEE	AMOUNT	UNIT OF MEASURE
Individuals who do not meet eligibility requirements for meal services.	$5.00	Per Person/Per Meal

LIBRARY

FEE	AMOUNT	UNIT OF MEASURE
Library Printing Fees - black & white > 20 (first 20 b&w prints are free)	$0.10	Per Page
Library Printing Fees - color	$0.25	Per Page

PARKS AND RECREATION

Aquatics Admissions

FEE	AMOUNT	UNIT OF MEASURE
Special Event Admissions/Aquatics	$0.00 - $25.00	Per Person/Per Event

Open Swim & Lap Swim

FEE	AMOUNT	UNIT OF MEASURE
Youth/Senior- Resident	$2.00 - $5.00	Per Person/Per Day
Adult- Resident	$3.00 - $6.00	Per Person/Per Day
Youth/Adult/Senior- Non-Resident	$5.00 - $8.00	Per Person/Per Day

Swim Passes (Residents Only)

FEE	AMOUNT	UNIT OF MEASURE
Youth/Senior Individual	$30.00 - $50.00	Per Season
Adult Individual	$50.00 - $80.00	Per Season
Family (Up to 5)	$100.00 - $160.00	Per Season
Family (Additional persons over 5)	$10.00 - $20.00	Per Person/Per Season

Special Events Admissions

FEE	AMOUNT	UNIT OF MEASURE
Special Events Admissions/Teens	$0.00 - $25.00	Per Person/Per Event
Event & Promotion Activity Tickets (Fees vary depending on event)	$1.00 - $50.00	Per Ticket

Aquatics Rentals

Category** I — No charges apply

Surprise Aquatic Center - Private Rental Fees

FEE	AMOUNT	UNIT OF MEASURE
≤100 Attendees	$280.00	Per Hour
101-150 Attendees	$310.00	Per Hour
151-200 Attendees	$330.00	Per Hour
201-250 Attendees	$350.00	Per Hour
251-400 Attendees	$450.00	Per Hour

Hollyhock Community Pool - Private Rental Fees

FEE	AMOUNT	UNIT OF MEASURE
≤100 Attendees	$210.00	Per Hour
101-150 Attendees	$240.00	Per Hour
151-200 Attendees	$260.00	Per Hour

Lane Rental

FEE	AMOUNT	UNIT OF MEASURE
Lap Lane Rental - 25 meter	$50.00	Per Hour
Lap Lane Rental - 50 meter	$75.00	Per Hour
Lane Configuration Change Fee	$100.00	Per Change
Diving Well Rental (Surprise Aquatic Center & Hollyhock Only)	$50.00	Per Hour
Additional Fee for Non-Resident Rentals	$10.00	Per Hour

Aquatic - Indoor Rental - during open swim

FEE	AMOUNT	UNIT OF MEASURE
≤15 -50 Attendees	$60.00 - $400.00	Per 2-Hour Rental
Additional Fee for Non-Resident Rentals	$20.00 - $50.00	Per 2-Hour Rental

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Aquatic - Outdoor Party Rental - during open swim

FEE	AMOUNT	UNIT OF MEASURE
≤15 -50 Attendees	$40.00 - $300.00	Per 2-Hour Rental
Additional Fee for Non-Resident Rentals	$20.00 - $50.00	Per 2-Hour Rental

Additional Aquatic Fees

FEE	AMOUNT	UNIT OF MEASURE
Staff (Requirements based on specific event, projected attendance & required number of personnel for safety.)	$25.00	Per Hour/Per Staff
Utilities (Gas/Electric/Water)	$20.00	Per Hour
Excessive Utilities (To restart heat/utilities when closed for winter/season)	$500.00	Per Day

Recreation Center Facility Rentals

2-hour minimum for all Recreation Center Facility Rentals excluding rental packages

Dance Room

FEE	AMOUNT	UNIT OF MEASURE
Resident	$70.00	Per Hour
Non-Resident	$80.00	Per Hour

Dreamcatcher Park/Recreation Center Gymnasium

FEE	AMOUNT	UNIT OF MEASURE
Resident	$145.00	Per Hour
Non-Resident	$165.00	Per Hour

Multi-Purpose Room

FEE	AMOUNT	UNIT OF MEASURE
Resident	$120.00	Per Hour
Non-Resident	$140.00	Per Hour

Classroom

FEE	AMOUNT	UNIT OF MEASURE
Resident	$35.00	Per Hour
Non-Resident	$40.00	Per Hour

Sierra Montana Recreation Center Rental Packages

FEE	AMOUNT	UNIT OF MEASURE
Basic Rental Package (3 Hr. Minimum)	$210.00	Per 3-Hour Rental
Basic Rental Package - Additional Time	$70.00	Per Hour
Additional Fee for Non-Resident Rentals	$60.00	Per 3-Hour Rental
Ultimate Rental Package (3 Hr. Minimum)	$420.00	Per 3-Hour Rental
Ultimate Rental Package- Additional Time	$140.00	Per Hour
Additional Fee for Non-Resident Rentals	$90.00	Per 3-Hour Rental

Field Rentals

Additional Special Event permits or a Facility Use Agreement may apply to field reservations depending on the nature of the reservation

All City Fields (excluding Surprise Recreation Campus fields and the Fields at Countryside)

FEE	AMOUNT	UNIT OF MEASURE
Sport Field Rental Monday - Friday before 5pm	$7.50	Per Hour
Sport Field Rental – Resident	$15.00	Per Hour
Sport Field Rental - Non-Resident	$30.00	Per Hour
Field Prep Fee	$15.00 - $150.00	Per Field

Fields at Countryside

FEE	AMOUNT	UNIT OF MEASURE
FAC Field Rental - Resident Before 5pm	$50.00	Per Hour
FAC Field Rental - Resident After 5pm	$65.00	Per Hour
FAC Field Rental - Non-Resident Before 5pm	$75.00	Per Hour
FAC Field Rental- Non-Resident After 5pm	$90.00	Per Hour
Field Prep Fee	$15.00 - $150.00	Per Field

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Surprise Tennis & Racquet Complex Rentals

Additional Special Event Permits, or a Facility Use Agreement, may apply to field reservations depending on the nature of reservation.

General Public Tennis Court Rentals

FEE	AMOUNT	UNIT OF MEASURE
Resident	$8.00 - $18.00	Per Hour
Non-Resident	$12.00 - $22.00	Per Hour

Group Tennis Court Rentals

FEE	AMOUNT	UNIT OF MEASURE
Resident Groups & Organizations	$12.00 - $24.00	Per Hour
Non-Resident Groups & Organizations	$18.00 - $28.00	Per Hour

General Public Pickleball Court Rentals

FEE	AMOUNT	UNIT OF MEASURE
Resident	$8.00 - $18.00	Per Hour
Non-Resident	$12.00 - $22.00	Per Hour

Group Pickleball Court Rentals

FEE	AMOUNT	UNIT OF MEASURE
Resident	$12.00 - $24.00	Per Hour
Non-Resident	$18.00 - $28.00	Per Hour

General Public Racquetball Rentals

FEE	AMOUNT	UNIT OF MEASURE
Resident	$8.00 - $18.00	Per Hour
Non-Resident	$12.00 - $22.00	Per Hour

Ball Machine Rental

FEE	AMOUNT	UNIT OF MEASURE
Resident	$11.00 - $16.00	Per Hour
Non-Resident	$13.00 - $18.00	Per Hour
Basket of Tennis Balls	$2.00	Per Person/Per Day
Racquet Stringing Services	$15.00 - $35.00	Per Item
Backboard Rental	$1.00	Per Person/Per 30 minutes

Tennis Classroom

FEE	AMOUNT	UNIT OF MEASURE
Resident	$30.00 - $40.00	Per Hour
Non-Resident	$35.00 - $45.00	Per Hour

Tennis Ping Pong Room

FEE	AMOUNT	UNIT OF MEASURE
Resident	$25.00 - $35.00	Per Hour
Non-Resident	$30.00 - $40.00	Per Hour

Sand Volleyball Courts/Basketball Court Rentals

* Sport Courts are rented on a limited basis

FEE	AMOUNT	UNIT OF MEASURE
Resident	$5.00 - $9.00	Per Hour
Non-Resident	$7.00 - $11.00	Per Hour

Ramadas

Additional Special Event permits or a Facility Use Agreement may apply to ramada reservations depending on the nature of the reservation.

Ramada Small

FEE	AMOUNT	UNIT OF MEASURE
Resident	$20.00	Per 4 Hour Block
Non-Resident	$35.00	Per 4 Hour Block

Ramada Large

FEE	AMOUNT	UNIT OF MEASURE
Resident	$30.00	Per 4 Hour Block
Non-Resident	$55.00	Per 4 Hour Block

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Ramada Marley Park Pavilion and Rescue Springs Patio

FEE	AMOUNT	UNIT OF MEASURE
Resident	$65.00	Per 4 Hour Block
Non-Resident	$125.00	Per 4 Hour Block

Special Event Permits

Amplified Sound - (Must reserve all ramada's within 50 ft.)

FEE	AMOUNT	UNIT OF MEASURE
Resident	$50.00 - $100.00	Per Permit
Non-Resident	$100.00 - $250.00	Per Permit

Beer Permit

FEE	AMOUNT	UNIT OF MEASURE
Resident	$10.00	Per Permit
Non-Resident	$20.00	Per Permit

Special Use Permit

FEE	AMOUNT	UNIT OF MEASURE
Special Use Permit – Resident	$10.00	Per Item/Per 4-Hour Block
Special Use Permit - Non-Resident	$20.00	Per Item/Per 4-Hour Block
Organized Activity Park Use – Resident	$0.00 - $100.00	Per 4-Hour Block (Permit fees based on group size and activity)
Organized Activity Park Use - Non-Resident	$0.00 - $200.00	Per 4-Hour Block (Permit fees based on group size and activity)

Mobile Food Vendor

FEE	AMOUNT	UNIT OF MEASURE
Vending in Parks	$0.00 - $500.00	Per Permit (Permit fee based on location, duration and event)

Memorial Program

FEE	AMOUNT	UNIT OF MEASURE
24" Tree	$850.00	One time amount
36" Tree	$2,000.00	One time amount
Park Bench	$5,000.00	One time amount
Memorial Brick	$100.00	One time amount

* All Parks & Recreation rentals are subject to a $20.00 staffing fee per staff member per hour, as needed to facilitate the rental, unless otherwise noted.

POLICE

Reports

FEE	AMOUNT	UNIT OF MEASURE
Less Than 10 Pages	$5.00	Per Request
10 - 19 Pages	$10.00	Per Request
20 - 29 Pages	$15.00	Per Request
30 - 49 Pages	$25.00	Per Request
50 - 100 Pages	$35.00	Per Request
Per Page Over 100 Pages	$0.15	Per Request

Photos

FEE	AMOUNT	UNIT OF MEASURE
Photos	$20.00	Per CD

Fingerprint Cards

FEE	AMOUNT	UNIT OF MEASURE
2 Or Less	$15.00	Per Request
Per Card Over 2	$5.00	Per Card

Miscellaneous

FEE	AMOUNT	UNIT OF MEASURE
Letter Of Clearance	$10.00	Per Letter
Video Recording Fee	$46.00	Per Hour
Recording 911/Phone/Video- VHS/Cassette/Macro-Cassette/CD	$20.00	Per Recording
Tow Fee 28-3511*	$150.00	Per Tow
Transaction- Pawnshop/Secondhand Dealer	$3.00	Per Transaction

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

PUBLIC WORKS

Sanitation Hauler's License

FEE	AMOUNT	UNIT OF MEASURE
Application	$500.00	Per Application
License	$1,000.00	Per Vehicle

Miscellaneous

FEE	AMOUNT	UNIT OF MEASURE
Haul Permit	$140.00	Per Permit

WATER RESOURCE MANAGEMENT

Water Efficiency Certification

FEE	AMOUNT	UNIT OF MEASURE
New Professional Fee	$50.00	Per Person
Annual Renewal Fee	$20.00	Per Person

Water Meter Installation - Fee amount is the listed market cost updated yearly on July 1st

FEE	AMOUNT	UNIT OF MEASURE
3/4" Ultrasonic Meter	$422.70	Per Meter
1" Ultrasonic Meter	$428.20	Per Meter
1.5" Ultrasonic Meter	$916.13	Per Meter
2" Ultrasonic Meter	$1,138.08	Per Meter
3" Ultrasonic Meter	$3,238.00	Per Meter
4" Ultrasonic Meter	$4,145.00	Per Meter
6" Ultrasonic Meter	$6,653.00	Per Meter
8" Ultrasonic Meter	$19,050.00	Per Meter

COMPREHENSIVE CITYWIDE FEE SCHEDULE UPDATE

February 3, 2026

SURPRISE
ARIZONA

User Fees

- Recover costs associated with City programs and services
- Examined and updated periodically
- Compliance and applicable policies
  - A.R.S. § 9-499.15
  - Comprehensive Financial Management Policies
  - User Fees Standard Operating Procedures
- Citywide Fee Schedule approved by City Council Resolution
- Utility rates and development impact fees are not part of this update

SURPRISE
ARIZONA

User Fees

- Public Notice required for any new or increased tax/fee
  - 60 days before City Council action

- Public Notice not required for
  - Lowering or eliminating a fee
  - Changes to the name or unit of measurement
  - Exempt fees
    - Amount set by state or federal law – e.g. court, ambulance
    - Registration-based classes, programs or activities

SURPRISE
ARIZONA

User Fees - Updates

- Total number of proposed changes
  - New or Increased Fees – 31
  - Eliminated or Removed Fees – 22
  - Changes to Name, Unit of Measure and/or Existing Amount – 15

Department	New or Increased Fee (Requires Public Notice)	Eliminated or Removed Fee (Does Not Require Public Notice)	Changes to Name, Unit of Measure and/or Existing Amount (Does Not Require Public Notice)
Community Development	3	0	7
Fire-Medical	0	0	2
HSCV	16	0	4
Parks & Recreation	12	12	2
Water Resource Management	0	10	0

SURPRISE
ARIZONA

User Fees - Updates

- Changes Requiring Public Notice – New Fees (Examples)
  - **Community Development:** Expedited Plan Review
    - Arizona House Bill 2447 (“HB2447”), a 2025 amendment to A.R.S. § 9-500.49, requires cities to allow applicants with a history of compliance with building codes and regulations to be eligible for expedited permit review.
    - The Expedited Plan Review fee is being established to recover administrative and operational costs associated with expedited plan reviews.

Fee Name	Amount	Unit of Measure
Expedited Plan Review	**200% of Standard Review Fee ($1,000.00 Minimum)**	Per Review

SURPRISE
ARIZONA

User Fees - Updates

- Changes Requiring Public Notice – New Fees (Examples)
  - **Human Service & Community Vitality**: Senior Center Trips
    - Proposed fee would allow for planned outings and trips during the year for Senior Center members and non-members

Fee Name	Amount	Unit of Measure
Senior Center Trips: Member	$0.00 - $40.00	Per Person/Per Trip
Senior Center Trips: Non-Member	$0.00 - $50.00	Per Person/Per Trip

SURPRISE
ARIZONA

User Fees - Updates

- Changes Requiring Public Notice – Increased Fees (Examples)
  - **Parks & Recreation**:
    - Racquet Sport Rental Fees
      - Align racquet sport rental fees with Departmental pricing standards and ensure competitiveness with regional market rates
      - These rates will reflect industry averages for municipal court rentals in the region

Fee Name	Current Amount	New Amount	Unit of Measure
Group Tennis Court Rentals: Resident Groups & Organizations	$6.00-$11.00	$12.00-$24.00	Per Hour
Group Tennis Court Rentals: Non-Resident Groups & Organizations	$12.00-$18.00	$18.00-$28.00	Per Hour

SURPRISE
ARIZONA

User Fees - Updates

- Changes Not Requiring Public Notice – Eliminating/Removing Fees (Examples)
  - **Parks & Recreation**:
    - Eliminating the additional fee for primetime use of the tennis courts (after 4PM)
    - One rate per court regardless of time

Fee Name
Group Tennis Court Rentals – After 4PM (Resident Groups & Organizations)
Group Tennis Court Rentals – After 4PM (Non-Resident Groups & Organizations)

SURPRISE
ARIZONA

User Fees - Updates

- Changes Not Requiring Public Notice – Changes to name, unit of measure and/or amount for existing fees (Examples)

Community Development:

From	Changed To
Project Name Change/Site Plan Extension/Continuance Per Applicant Request	Design Review Approval Extension

From	Changed To
Temporary Use Permit/Special Event	Temporary Use Permit/Donation Bins

SURPRISE
ARIZONA

User Fees - Timeline

- February 4, 2026
  - 60-day Public Notice will be posted by this date
- April 7, 2026
  - Council Action / Adoption
  - Fees effective

SURPRISE
ARIZONA

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 5

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, Kenly Farms Lighting Improvement District pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution 2026-60.

Motion:
I move to approve Resolution No.2026-60.

Background:
Kenly Farms was formed on September 23, 2004 (Resolution 2004-183). 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. 4 new lights and 2 existing are proposed within this enlargement, which are local roads and will be billed to Kenly Farms SLID. The arterial roads are being billed to the City's SLID account currently.

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 ad valorem of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:
Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to

only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution No. 2026-60 SLID Enlargement Carioca
2. 02 SLID Petition Enlargement Carioca
3. 03 Streetlight Plans FS24-1014 Carioca
4. 04 Council Map FS24-1014 Carioca

RESOLUTION # 2026-60

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

WHEREAS, on September 23, 2004, the Mayor and City Council of the City of Surprise adopted Resolution No. 2004-183, ordering the formation of the CITY OF SURPRISE, ARIZONA, KENLY FARMS LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, on August 15, 2023, the Mayor and City Council of the City of Surprise adopted Resolution No. 2023-107, ordering the enlargement of the District;

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

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

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

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

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

Section 1. *District Enlargement*. The CITY OF SURPRISE, ARIZONA, KENLY FARMS LIGHTING IMPROVEMENT DISTRICT shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by

reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2027 will apply to the District as enlarged by this Resolution.

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

APPROVED AND ADOPTED this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

EXHIBIT A

Legal Description

CK CACTUS & LITCHFIELD
GROSS AREA
LEGAL DESCRIPTION

That portion of the Northeast quarter of Section 21, Township 3 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows;

BEGINNING at a calculated position marking the Northeast corner of said Section 21, from which a found 3" City of Surprise brass cap in hand hole down 0.7' marking the East quarter corner of said Section 21 bears North 00°00'49" West, a distance of 2634.97 feet;

Thence South 00°00'49" East, a distance of 844.96 feet;

Thence North 89°15'35" West, a distance of 622.59 feet;

Thence North 00°15'35" West, a distance of 30.00 feet;

Thence North 89°15'35" West, a distance of 128.31 feet to the beginning of a tangent curve to the right, having a radius of 470.00 feet;

Thence Northwesterly along the arc of said curve, through a central angle of 06°38'35", a chord bearing of North 85°56'18" West, a chord distance of 54.46 feet, an arc length of 54.49 feet;

Thence North 00°01'42" West, a distance of 811.92 feet;

Thence South 89°15'03" East, a distance of 805.04 feet to the TRUE POINT OF BEGINNING.

Containing 674,590 square feet, or 15.486 acres of land, more or less.

LEGEND

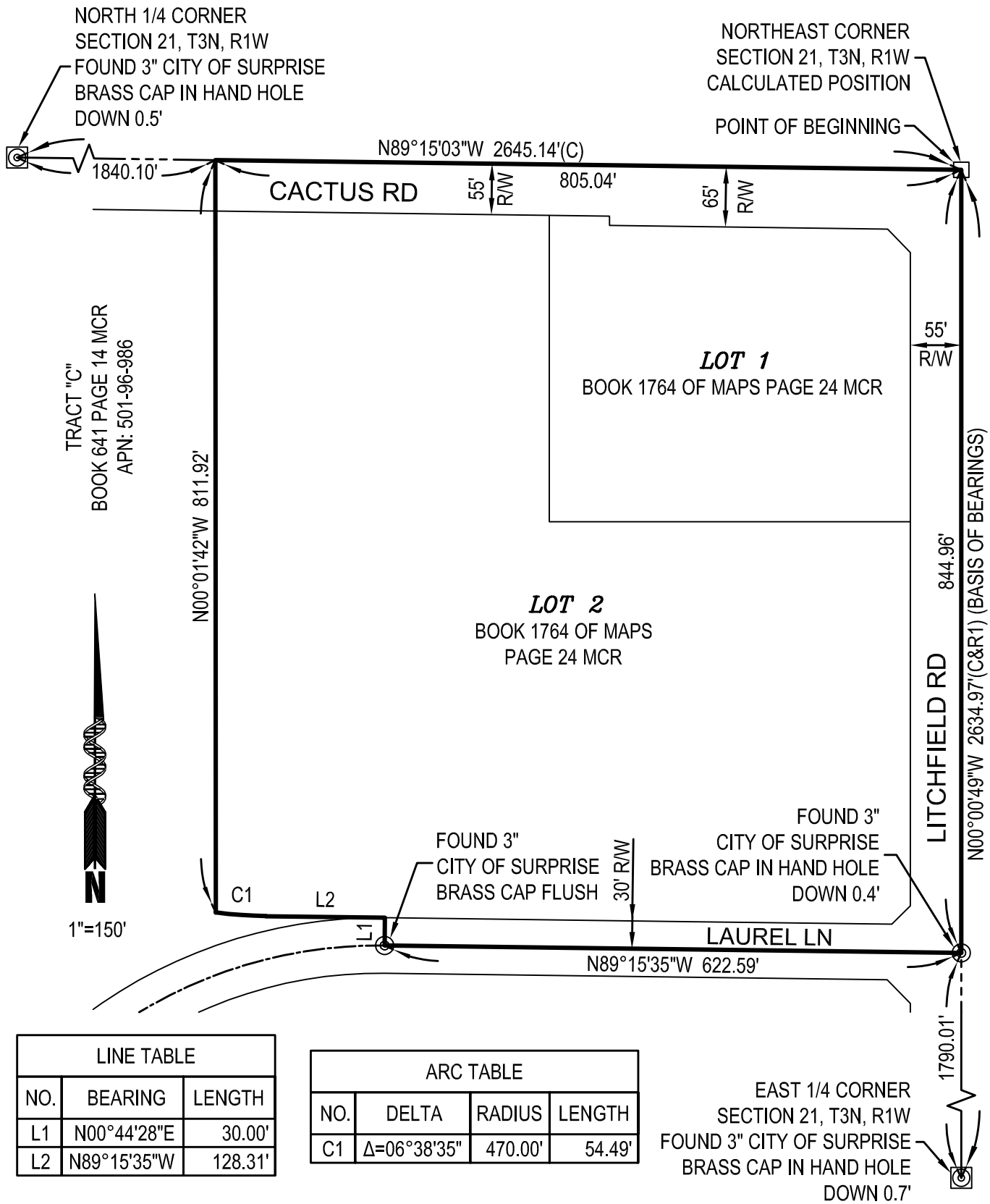
◎	BRASS CAP IN HAND HOLE
○	FOUND MONUMENT
□	NOTHING FOUND, NOTHING SET
———	BOUNDARY
▬▬▬	GROSS BOUNDARY
——— - ———	CENTERLINE
——— - - - ———	SECTION LINE
APN	ASSESSOR PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDER
R/W	RIGHT OF WAY
R1	2023-0541197, MCR. FINAL PLAT OF CACTUS COMMERCE CENTER (RECORDED 10/18/2023)

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
25090
MICHAEL J.
THOMPSON
Date Signed 11/17/25
ARIZONA U.S.A.
Expires 09/30/2028

Helix Engineering, LLC Engineering / Surveying / Consulting 3240 E Union Hills, Suite 113, Phoenix, AZ 85050 ph 602-788-2616, www.hxeng.com	DRAWN BY: JSB DATE: NOV. 17, 2025 JOB. NO.: 810 CHECKED BY: MJT	SHEET NAME EXHIBIT "A" GROSS AREA LEGAL DESCRIPTION	SHEET NO. 1 OF 2

EXHIBIT B

Map



LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°44'28"E	30.00'
L2	N89°15'35"W	128.31'

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=06°38'35"	470.00'	54.49'

Helix Engineering, LLC
Engineering / Surveying / Consulting
3240 E Union Hills, Suite 113, Phoenix, AZ 85050
ph 602-788-2616, www.hxeng.com

DRAWN BY: JSB
DATE: NOV. 17, 2025
JOB. NO.: 810
CHECKED BY: MJT

SHEET NAME
EXHIBIT "A"
GROSS AREA
GRAPHIC DEPICTION

SHEET NO.
2 OF 2

Clear Form Print Form

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.

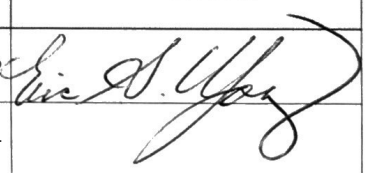
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor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

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

KENLY FARMS

(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
Iron Springs Shell, LLC/ Eric Young	SWC Cactus Rd & Litchfield RD	Original 501-39-991 & -992	
		New 501-39-993 & -994	

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:

kWh = Fixture Wattage x 344 Usage Hours

Generation = kWh per month x $
0.07575

T&D, RCS, System Benefits = kWh per month x $
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).

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

III. POLES (cont.)

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

IV. ANCHOR BASE

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

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.

CARIOCA

LITCHFIELD RD & CACTUS RD

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

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

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

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

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

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

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

5.01 GENERAL:

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

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

5.02 WORKING / "AS BUILT" PLANS:

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

5.03 LIGHT POLES:

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

5.04 EMBEDMENT:

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

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

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

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

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

5.08 PULL BOXES:

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

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

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

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

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

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

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

GENERAL ENGINEERING NOTES:

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACEDIN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

CITY OF SURPRISE APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER **DATE**

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	01/06/2025
CENTURY LINK	01/06/2025
COX COMMUNICATIONS	01/06/2025
SOUTHWEST GAS	01/06/2025

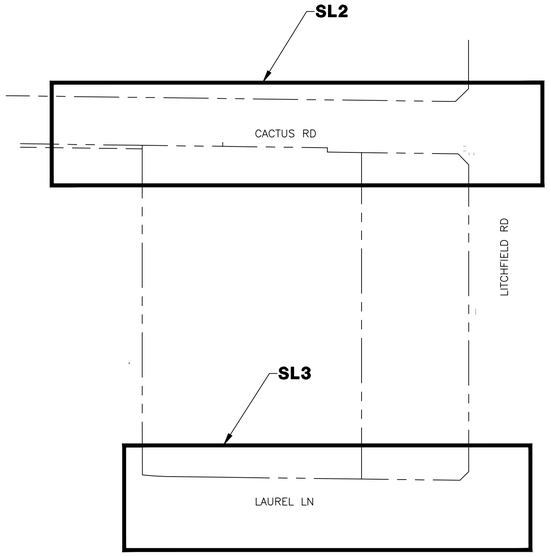
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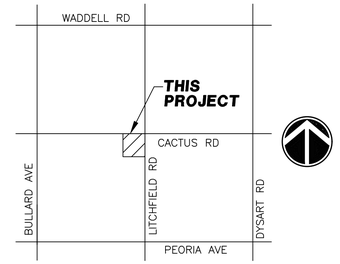
A. ENSURE THERE IS 1.5' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.





VICINITY MAP

N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN/DETAILS	SL2
STREET LIGHT PLAN/DETAILS	SL3

KEY MAP

N.T.S.

POWER CONDUIT NOTE

TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.

CIVIL ENGINEER
HELIX ENGINEERING, LLC
3240 E UNION HILLS DR #112
PHOENIX, AZ 85050
PHONE: (602) 788-2616
CONTACT: STEVE BOWSER

OWNER
IRON SPRINGS SHELL, LLC
2601 W DUNLAP AVE #19
PHOENIX, AZ 85021
PHONE: (602) 395-2600

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348) in Maricopa County: (602) 263-1100

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WRIGHT ENGINEERING PROJECT NO:
24483
DESIGN BY: BAB
DRAWN BY: BAB
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
1ST CHILTON DRIVE • CHANDLER, ARIZONA 85225
165 EAST 6TH AVENUE • MESA, AZ 85210 PHONE: 480-497-5800
www.wrightengineering.us

PROJECT: TITLE:

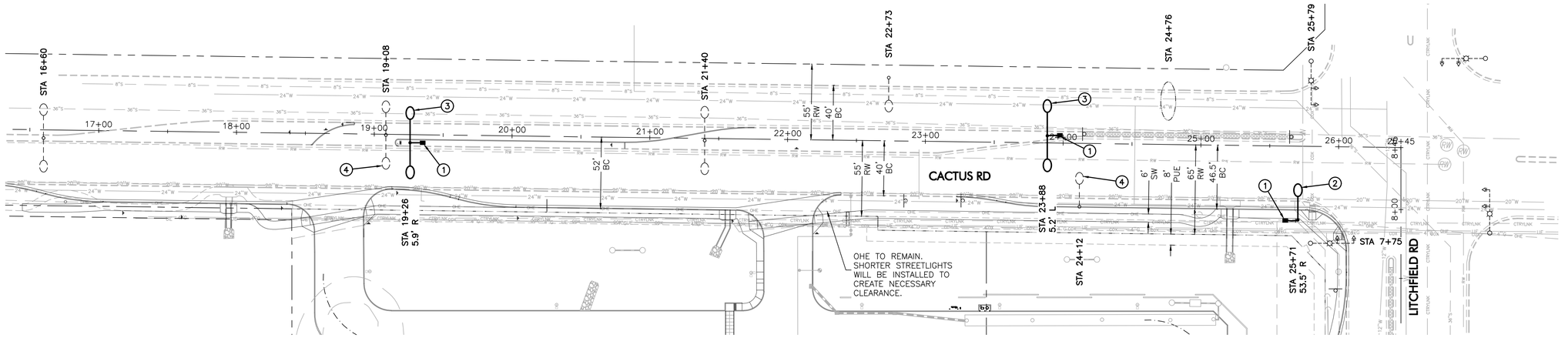
SURPRISE, ARIZONA
CARIOCA
LITCHFIELD RD & CACTUS RD
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)

Registered Professional Engineer (Retired)
Certificate No.
46691
ADAM M. BOWERS
Date Signed 4-7-25
Expires 9-30-28

DRAWING NO:
SL1
OF 3

FS24-1014



CONSTRUCTION NOTES

1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 3' X 8' MAST ARM PER APS DETAIL 8040. (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
3. (2) 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-6" DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8040. (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
4. REMOVE EXISTING STREET LIGHT. SALVAGE TO APS.
5. 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 10,500 LUMEN LED STREET LIGHT, ROUND POLE
- 10,500 LUMEN LED STREET LIGHT, SQUARE POLE
- EXISTING STREET LIGHT
- EXISTING TRAFFIC SIGNAL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT

LUMINAIRE TABLE

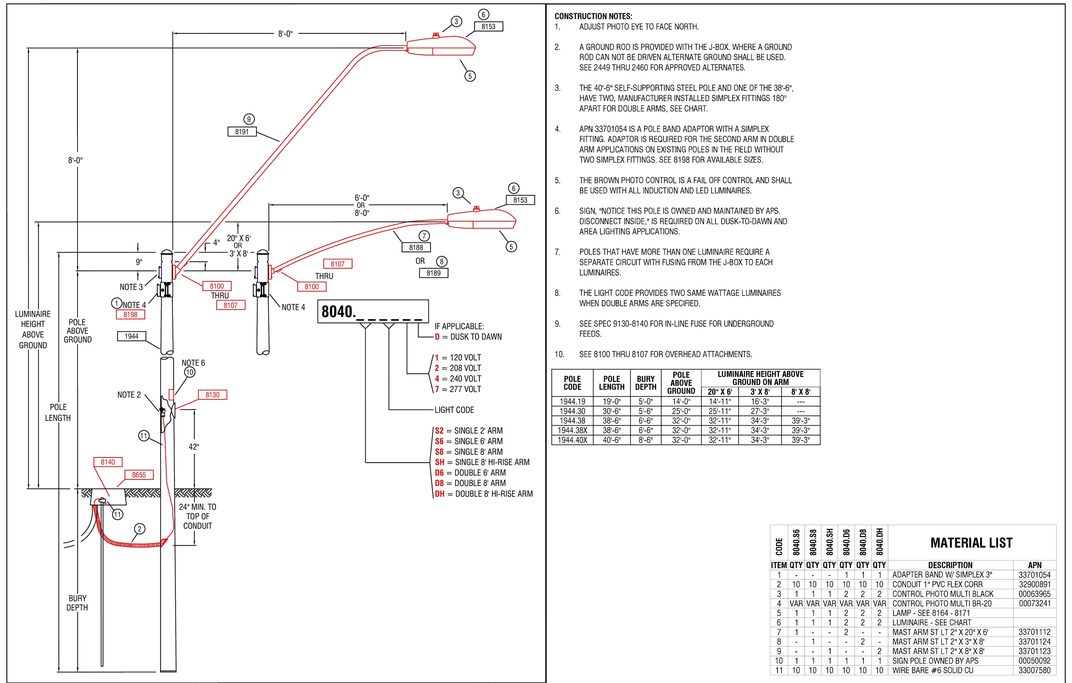
GRAY ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
CL50	GRAY	00141041	31	120/208/240/277	3,800	ERLC005A530AGRAYGLRV1013 DIALED TO 7**
CL51		00141041	36	120/208/240/277	4,900	ERLC005A530AGRAYGLRV1013
CL52		00141045	69	120/208/240/277	7,600	ERL1011C530AGRAYGLRV1279 DIALED TO 7**
CL53		00141045	87	120/208/240/277	10,500	ERL1011C530AGRAYGLRV1279
CL54		00141046	160	120/208/240/277	20,100	ERL2021C530AGRAYGLR113

GRAPHIC SCALE

40 20 0 20 40 80

1 INCH = 40 FEET



CONSTRUCTION NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH THE J-BOX. WHERE A GROUND ROD CAN NOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. THE 40'-8" SELF-SUPPORTING STEEL POLE AND ONE OF THE 38'-6", HAVE TWO, MANUFACTURER INSTALLED SIMPLEX FITTINGS 180° APART FOR DOUBLE ARMS, SEE CHART.
4. APN 33701054 IS A POLE BAND ADAPTOR WITH A SIMPLEX FITTING. ADAPTOR IS REQUIRED FOR THE SECOND ARM IN DOUBLE ARM APPLICATIONS ON EXISTING POLES IN THE FIELD WITHOUT TWO SIMPLEX FITTINGS. SEE 8198 FOR AVAILABLE SIZES.
5. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
6. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE." IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
7. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRES.
8. THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARMS ARE SPECIFIED.
9. SEE SPEC 9130-8140 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
10. SEE 8100 THRU 8107 FOR OVERHEAD ATTACHMENTS.

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND ON ARM		
				20' X 6'	3' X 8'	8' X 8'
1944.19	19'-0"	5'-0"	14'-0"	14'-11"	16'-3"	---
1944.30	30'-6"	5'-6"	25'-0"	25'-11"	27'-3"	---
1944.38	38'-6"	6'-6"	32'-0"	32'-11"	34'-3"	39'-3"
1944.38X	38'-6"	6'-6"	32'-0"	32'-11"	34'-3"	39'-3"
1944.40X	40'-6"	8'-5"	32'-0"	32'-11"	34'-3"	39'-3"

CODE	8040.S6	8040.S8	8040.SH	8040.D6	8040.D8	8040.DH	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	1	1	1	ADAPTER BAND W/ SIMPLEX 3"	33701054
2	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
3	1	1	1	2	2	2	CONTROL PHOTO MULTI BLACK	00063965
4	VAR	VAR	VAR	VAR	VAR	VAR	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	2	2	2	LAMP - SEE 8164 - 8171	
6	1	1	1	2	2	2	LUMINAIRE - SEE CHART	
7	1	-	-	2	-	-	MAST ARM ST LT 2" X 20" X 6'	33701112
8	-	1	-	-	2	-	MAST ARM ST LT 2" X 3' X 8'	33701124
9	-	-	1	-	-	2	MAST ARM ST LT 2" X 8' X 8'	33701123
10	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092
11	10	10	10	10	10	10	WIRE BARE #6 SOLID CU	33007580

ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	11/2011	10

LIGHTS
ROADWAY LUMINAIRE ON
20" X 6', 3' X 8', OR 8' X 8' MAST ARM ON
19'-0", 30'-0", 38'-0" OR 40'-6" STEEL POLES

SH 1 OF 2

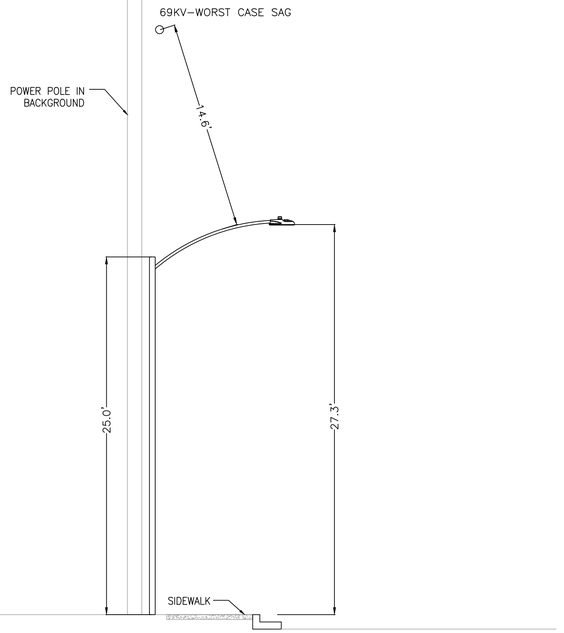
8040

ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. McMINN	S. SIERRA	01/2007	9

LIGHTS
ROADWAY LUMINAIRE ON
20" X 6', 3' X 8' OR 8' X 8' MAST ARMS ON
19'-0", 38'-0" OR 40'-6" STEEL POLES

SH 2 OF 2

8040



OVERHEAD CLEARANCE DETAIL

1"=5' STA 25+71

WRIGHT ENGINEERING PROJECT NO: **24483**

DESIGN BY: BAB
DRAWN BY: BAB
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
1ST CHILTON DRIVE • CHANDLER, ARIZONA 85225
165 EAST CHILTON DRIVE • PHONE: (480) 497-5800
www.wrightengineering.us

PROJECT: SURPRISE, ARIZONA
CARIOCA
LITCHFIELD RD & CACTUS RD

TITLE: STREET LIGHT PLAN/DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)

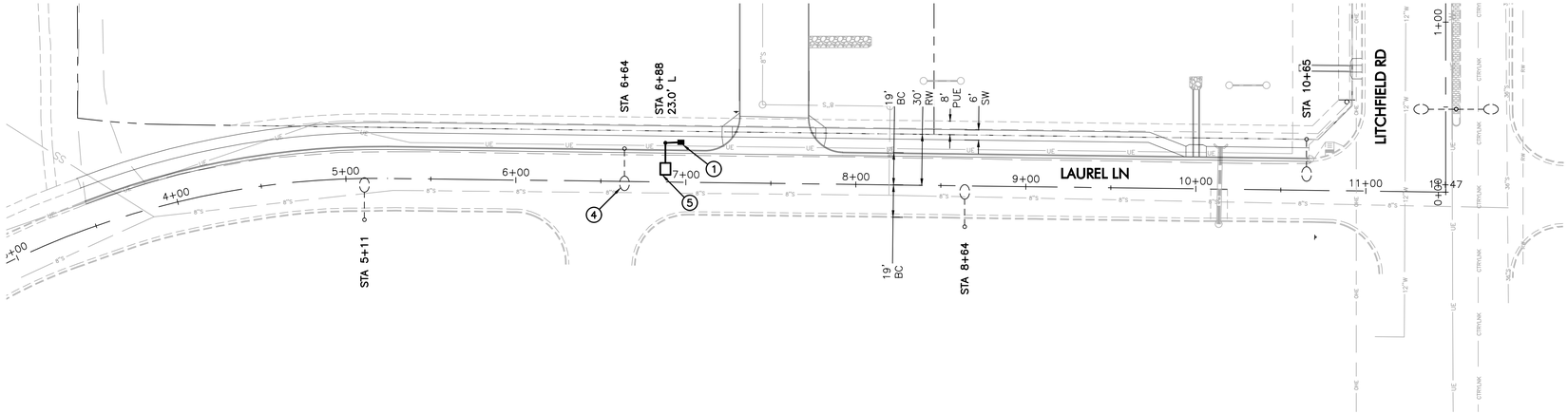
Registered Professional Engineer (Retired) Certificate No. 46691 ADAM M. BOWERS Date Signed 11-17-25 Expires 9-30-28

DRAWING NO: **SL2** OF 3

FS24-1014

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

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LEGEND

- 10,500 LUMEN LED STREET LIGHT, ROUND POLE
- 10,500 LUMEN LED STREET LIGHT, SQUARE POLE
- EXISTING STREET LIGHT
- EXISTING TRAFFIC SIGNAL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT

CONSTRUCTION NOTES

1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 3' X 8' MAST ARM PER APS DETAIL 8040. (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
3. (2) 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-6" DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8040. (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
4. REMOVE EXISTING STREET LIGHT. SALVAGE TO APS.
5. 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LUMINAIRE TABLE

GRAY ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
CL50	GRAY	00141041	31	120/208/240/277	3,800	ERLC005A530AGRAYGLRV1013 DIALED TO 7**
CL51		00141041	36	120/208/240/277	4,900	ERLC005A530AGRAYGLRV1013
CL52		00141045	69	120/208/240/277	7,600	ERL1011C530AGRAYGLRV1279 DIALED TO 7**
CL53		00141045	87	120/208/240/277	10,500	ERL1011C530AGRAYGLRV1279
CL54		00141046	160	120/208/240/277	20,100	ERL2021C530AGRAYGLR113

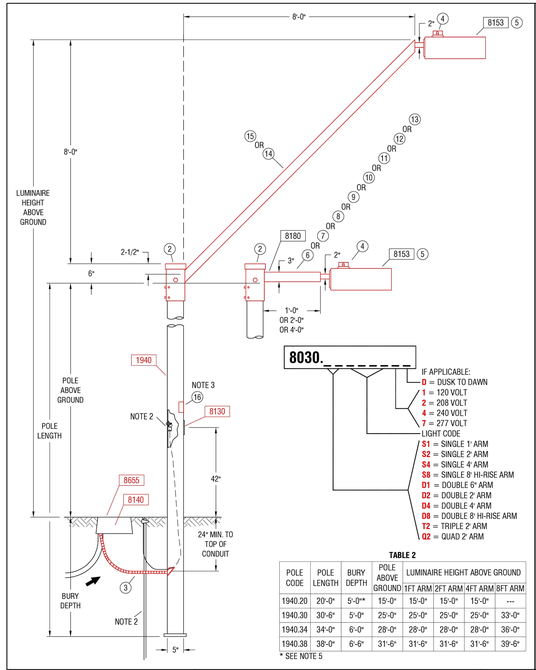


TABLE 2

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND			
				1FT ARM	2FT ARM	4FT ARM	8FT ARM
1940.20	20'-0"	5'-0"*	15'-0"	15'-0"	15'-0"	15'-0"	---
1940.30	30'-6"	5'-0"	25'-0"	25'-0"	25'-0"	25'-0"	33'-0"
1940.34	34'-0"	6'-0"	28'-0"	28'-0"	28'-0"	28'-0"	36'-0"
1940.38	38'-0"	6'-6"	31'-6"	31'-6"	31'-6"	31'-6"	39'-6"

* SEE NOTE 5

NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAT THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

TABLE 1

LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AH16	00099450	100			120/208/240/277	9,500	
AH17	00099451	150	2100	HPS	120/208/240/277	16,000	
AH18	00099452	250			120/208/240/277	30,000	
AH19	00099454	400			120/208/240/277	50,000	
RN40	00128235	55	2700		120/208/240/277	3,200	
RN41	00129697	100			120/208/240/277	5,400	
RN42	00123846	150	5000	IND	120/208/240/277	10,200	
RN43	00132850	150			120/208/240/277	13,000	
RN44	00121153	200			120/208/240/277	15,250	
RN45	00116527	250			120/208/240/277	22,500	
RL40	00141047	32			120/208/240/277	3,800	
RL41	00141048	41	3000	LED S	120/208/240/277	4,800	
RL42	00141049	88			120/208/240/277	8,200	
RL43	00141050	108			120/208/240/277	11,000	
RL44	00141051	162			120/208/240/277	19,000	SEE TABLE 2
RL50	00128251	45	4000	LED S	120/208/240/277	4,300	
RL52	00126804	60			120/208/240/277	5,400	
RL53	00126805	95			120/208/240/277	8,600	
RL54	00126806	113			120/208/240/277	10,000	
RL56	00128365	257			120/208/240/277	19,200	
AL56	00113722	97			120/208/240/277	7,100	
AL58	00129911	122	4000	LED M	120/208/240/277	8,300	
AL60	00113723	119			120/208/240/277	12,900	
AL61	00116535	119R*			120/208/240/277	12,500	
AL62	00116536	115L*			120/208/240/277	12,200	
AL65	00107462	144			120/208/240/277	15,400	
AS20	33806772	55			120/240	8,000	
AS21	33806774	90	1700	LPS	120/240	13,500	
AS22	33806776	135			120/240	22,500	
AS23	33806778	180			120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

ITEM	QTY	8030.S1 QTY	8030.S2 QTY	8030.S4 QTY	8030.S8 QTY	8030.D1 QTY	8030.D2 QTY	8030.D4 QTY	8030.D8 QTY	8030.T2 QTY	8030.Q2 QTY	MATERIAL LIST DESCRIPTION	APN
1	-	-	-	-	-	-	-	-	-	1	-	BRACKET ARCH SLIP BOLTED	00092251
2	1	1	1	1	1	1	1	1	1	1	1	CAP STLT SQ-P 5.5" ARM	00100036
3	10	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
4	1	1	1	1	1	2	2	2	2	3	4	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	1	2	2	2	2	3	4	LUMINAIRE - SEE TABLE 1	
6	-	-	-	-	1	-	-	-	-	-	-	MAST ARM STLT 3" SQ X 1' DBL	00121154
7	1	-	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 1' SGL	00088370
8	-	-	-	-	-	1	-	-	-	-	-	MAST ARM STLT 3"SQ X 2' DBL	33701117
9	-	-	-	-	-	-	-	-	-	-	1	MAST ARM STLT 3"SQ X 2' QUAD	00052665
10	-	1	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 2' SGL	33701116
11	-	-	-	-	-	-	-	-	-	1	-	MAST ARM STLT 3"SQ X 2' TPL	00052664
12	-	-	-	-	-	-	1	-	-	-	-	MAST ARM STLT 3"SQ X 4' DBL	00073267
13	-	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 4' SGL	00061738
14	-	-	-	1	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 8' SGL	33701120
15	-	-	-	-	-	-	-	2	-	-	-	MAST ARM STLT 8' BOLT-ON	00092252
16	1	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY

SH 1 OF 2

8030

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS

BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY

8030

SH 2 OF 2

GRAPHIC SCALE

40 20 0 20 40 80

1 INCH = 40 FEET

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WRIGHT ENGINEERING PROJECT NO: **24483**

DESIGN BY: BAB
DRAWN BY: BAB
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
1ST CHILTON DRIVE • CHANDLER, ARIZONA 85225
165 EAST CHILTON DRIVE • PHONE 480.497.5800 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: SURPRISE, ARIZONA
CARIOCA
LITCHFIELD RD & CACTUS RD

TITLE: STREET LIGHT PLAN/DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)

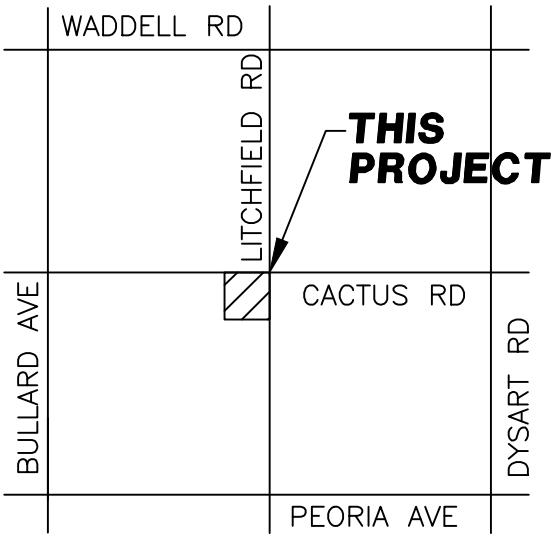
Registered Professional Engineer (Retired) Certificate No. 46691 ADAM M. BOWERS Date Signed 4-17-25 Expires 9-30-28

DRAWING NO: **SL3** OF 3

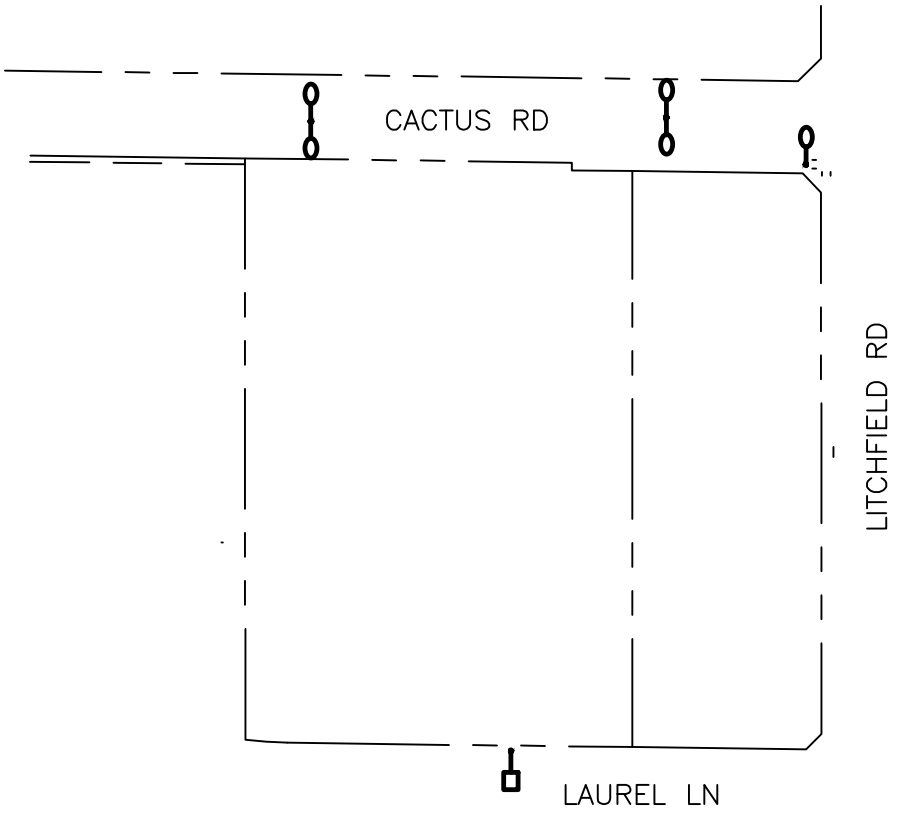
FS24-1014

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VICINITY MAP
N.T.S.



STREET LIGHTS:

- (2) 10500 LUMEN ROUND POLE W/ DUAL MAST ARM – 2 POLES
- 10500 LUMEN ROUND POLE – 1 POLE
- 10500 LUMEN SQUARE POLE – 1 POLE

ACTUAL POLE NUMBERS MAY VARY ±10%

NORTH
SCALE 1"=250'

WRIGHT ENGINEERING PROJECT NO:
24483

DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT:
CARIOCA
SLID

Registered Professional Engineer (Electrical)
Certificate No. 46691
ADAM M. BOWERS
Date Signed 11-4-25
ARIZONA U.S.A.
Expires 9-30-28

DRAWING NO:
SL1
OF
1

H:\2024\24483-Carioca Cactus & Litchfield SL\24483-SLID.dwg

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action on approving a Sewer Line Easement from Carey and Lauren Morgan, 163rd Avenue and Planada Road.

Motion:

move to approve the Sewer Line Easement from Carey and Lauren Morgan.

Background:

s part of the development going in on the southeast corner of Pinnacle Peak Rd and 163rd Avenue, the ity is requiring a sewer line connection adjacent to the Morgan's parcel, in association with the evelopment. The developer has been able to work with the Morgans to secure the easement.

Objective Analysis:
Approval of this item will allow this development to connect its sewer lines as approved in the civil plans, providing services to this development.

Policy Compliant:
Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

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

Budget Impact:

here is currently no budgetary impact related to approval of this item. The City will plan for future O&M

hen the sewer line is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Morgan sewerline easement
2. Morgans (Sewer Line Easement) - CC 05.19.26

WHEN RECORDED, RETURN TO:
City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

SEWER LINE EASEMENT

This Sewer Line Easement (the "**Easement**") is executed this ____ day of _____, 2026, by and between Carey and Lauren Morgan, husband and wife, hereinafter referred to as "**Grantor,**" and the City of Surprise, Arizona, an Arizona municipal corporation, hereinafter referred to as "**Grantee**".

RECITALS

A. Grantor is the fee title owner of a parcel of land located in Maricopa County, State of Arizona, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Property**").

B. Grantor now desires to grant to Grantee, and Grantee agrees to accept from Grantor, a perpetual, exclusive sewer line easement on, over, under, through, and across portions of Grantor's Property (the "**Easement Area**"). The Easement Area is legally described in **Exhibit B** and depicted on **Exhibit C**.

EASEMENT

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

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

2. Restoration of Property. Grantee, its successors and assigns, agents, or any other person or entity authorized by Grantee to enter upon and perform work within the Easement Area (collectively "**Grantee**"), pursuant to the rights granted pursuant to this Easement, shall, upon

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

3. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee, and any and all administrators, personal representatives, successors, and assigns.

4. Not a Public Dedication. Other than the grant of the Easement for the purposes set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.

5. Indemnification. Grantor shall indemnify Grantee from and against any loss, damage, or injury of any kind or nature whatsoever to any person or property arising from the use of the Easement Area by Grantor, or its residents, occupants, permittees, agents, employees, licensees, invitees, or contractors, unless such loss, damage, or injury was solely the result of the gross negligence or intentional misconduct of Grantee.

6. Miscellaneous. A.R.S. § 38-511 is applicable. Headings herein are for convenience only and shall not define or limit the provision hereof. This Sewer Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant, or condition of this Easement be void, invalid, or inoperative, the same shall not affect any other term, provision, covenant, or condition of this Easement, and the remainder hereof shall be effective as though such void, invalid, or inoperative term, provision, covenant, or condition had been omitted. Jurisdiction and venue for any action brought pursuant to this Easement shall be Maricopa County, Arizona.

[Signatures and acknowledgements appear on the following pages]

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

GRANTOR:

CAREY AND LAUREN MORGAN,
husband and wife

By: Carey Morgan
Name: Carey Morgan

By: Lauren Morgan
Name: Lauren Morgan

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 21st day of April, 2026, by Carey and Lauren Morgan, husband and wife.

Jeremy Ross Weber
Notary Public

My Commission Expires:
5/8/2028

Notary Public State of Arizona
Maricopa County
Jeremy Ross Weber
My Commission Expires 5/8/2028
Commission Number 665932

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Kevin Sartor
Its: Mayor

Attest:

_____
Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

Exhibit A
Description of Property

That portion of the North half of the Northwest quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Northwest corner of said Section 18;

Thence South along the West line of Said Section 18, 659.41 feet to the TRUE POINT OF BEGINNING;

Thence South 89 Degrees, 58 Minutes, 00 Seconds East 578.82 feet to a point;

Thence South 00 Degrees, 22 minutes, 15 Seconds East 658 feet to a point on the South line of the North half of the North half of said Section 18;

Thence North 89 Degrees, 58 Minutes, 00 Seconds West 583.23 feet to the West line of said Section 18;

Thence North 658 feet to the TRUE POINT OF BEGINNING.

EXCEPT the South 373.50 feet thereof;

EXCEPT the West 55 feet thereof; and

EXCEPT the portion thereof described in Warranty Deed 2024-0437502, records of Maricopa County, described as follows:

COMMENCING at the Northwest Comer of said Section 18 from which the West Quarter Corner of said Section lies South 00°10'21" West 2833.87 feet;

Thence along the west line of said Section South 00°10'21" West 659.00 feet to the northwest corner of said real property and the POINT OF BEGINNING;

Thence along the north line of said real property South 89°45'53" East 140.02 feet;

Thence South 00"14'07" West 30.50 feet;

Thence North 89°45'53" West 41.92 feet;

Thence South 49°57'44" West 26.28 feet;

Thence South 00° 10'21" West 236. 78 feet to the south line of said real property;

Thence along said south line North 89"45'50 West 78.00 feet;

Thence North 00°10'21" East 284.26 feet to the POINT OF BEGINNING.

Containing 0.556 acres, more or less.

Exhibit B
Description of Easement Area

EXHIBIT "B"
SEWER EASEMENT DESCRIPTION

A PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, BEING MARKED BY A BRASS CAP FLUSH, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 18, BEING MARKED BY A BRASS CAP IN A HANDHOLE, BEARS SOUTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, 2633.94 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 659.01 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 46 MINUTES 07 SECONDS EAST, 140.02 FEET TO THE **POINT OF BEGINNING;**

THENCE SOUTH 89 DEGREES 46 MINUTES 07 SECONDS EAST, 181.15 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 58 SECONDS WEST, 20.00 FEET;

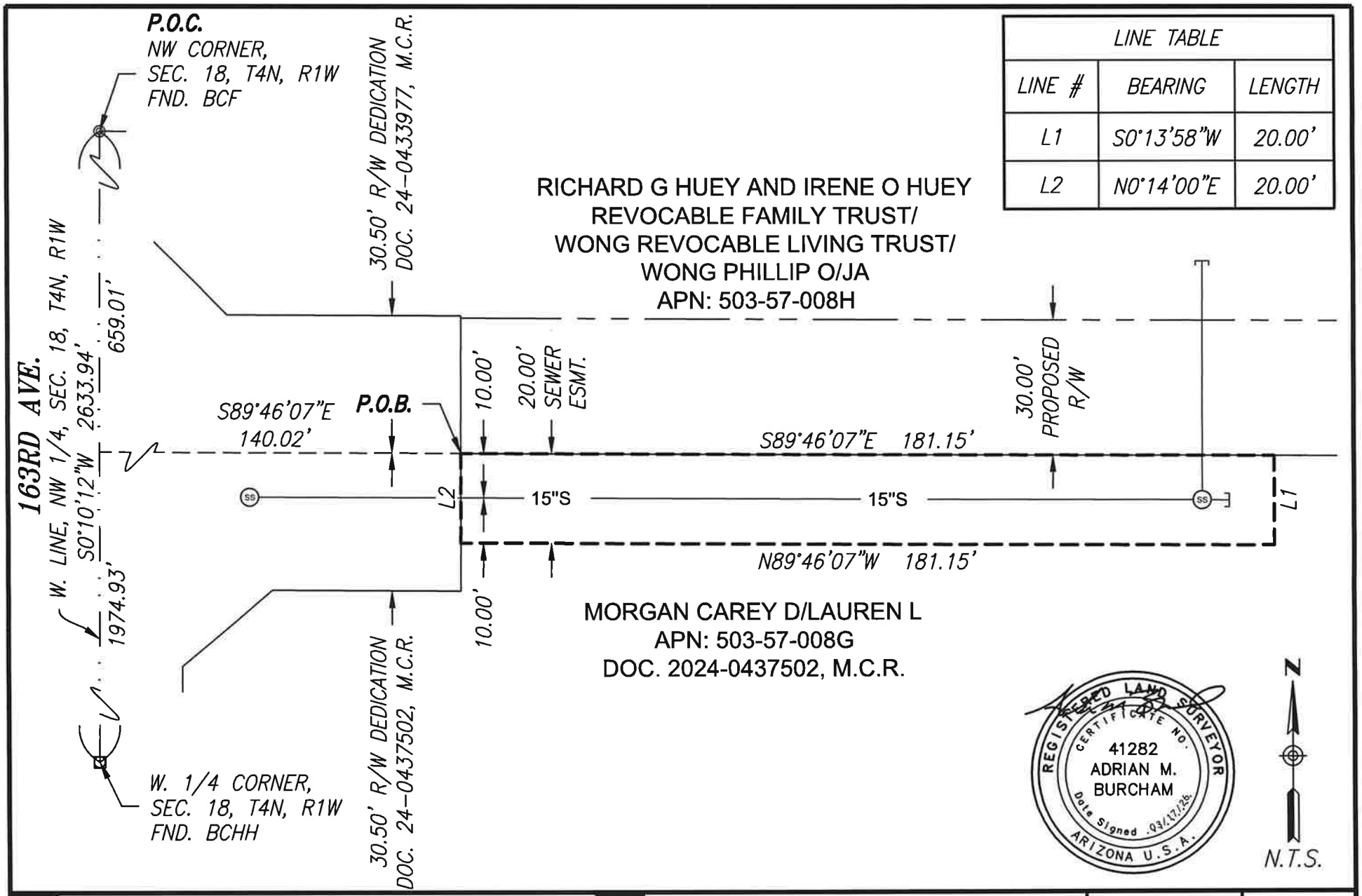
THENCE NORTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, 181.15 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 00 SECONDS EAST, 20.00 FEET TO SAID **POINT OF BEGINNING;**

SAID PARCEL CONTAINS 3,623 SQUARE FEET, OR 0.0832 ACRES, MORE OR LESS.



Exhibit C
Depiction of Easement Area



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S0°13'58"W	20.00'
L2	N0°14'00"E	20.00'

HUBBARD ENGINEERING
www.hubbardengineering.com
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313

163RD AVE. & PINNACLE PEAK
SEWER EASEMENT
EXHIBIT "C"
Maricopa County, Arizona

Project No. 24115	Date 03/17/26
Project Manager ADRIAN BURCHAM	Sht: 1 of 1

Morgan

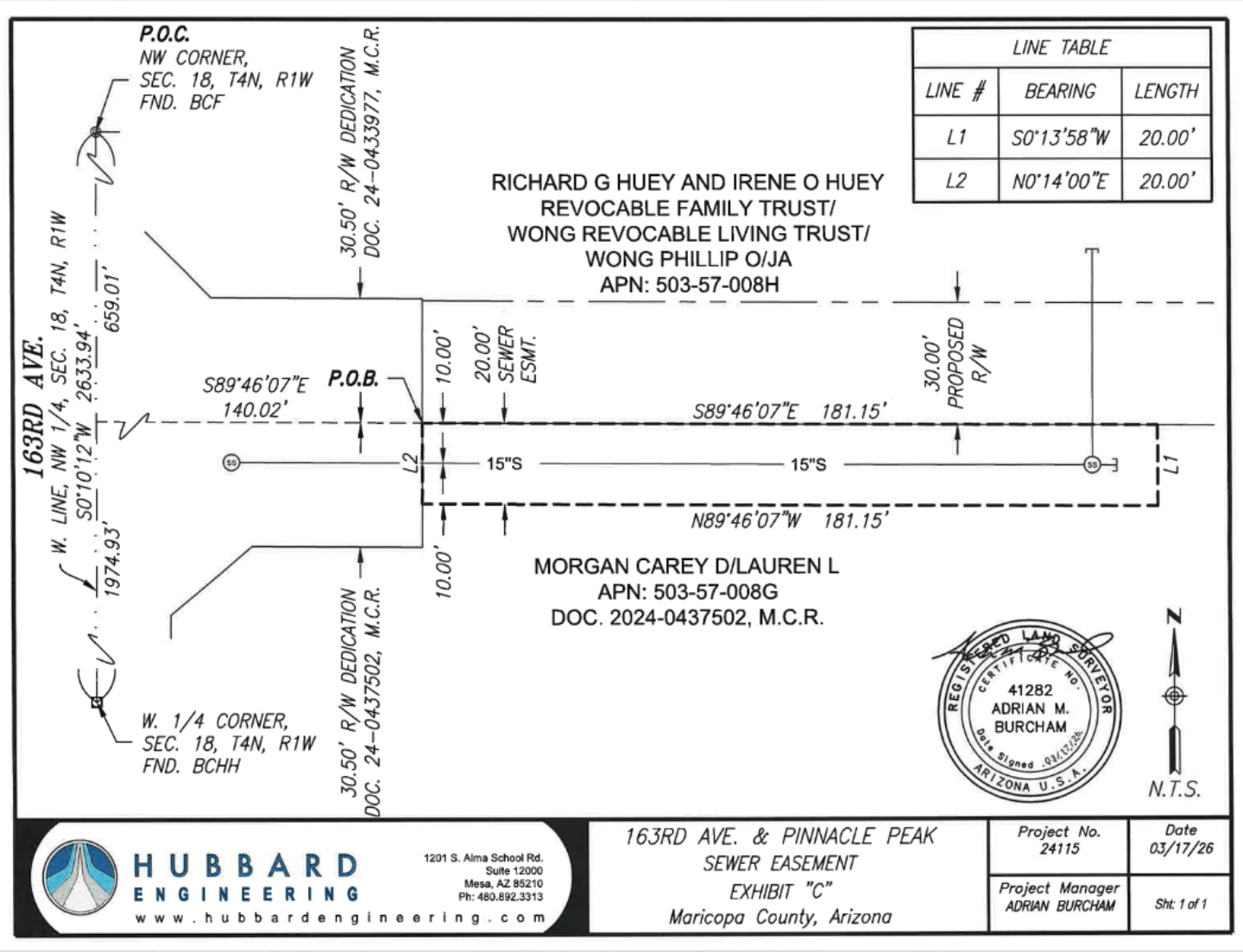
Sewer Line Easement

City Council

May 19, 2026

SURPRISE
ARIZONA


PAT TILLMAN BOULEVARD
MONTANA DE ORO DRIVE
ELECTRA LANE
161 DRIVE
161 AVENUE
159 AVENUE
159
PINNACLE PEAK ROAD
PLANADA LANE
165 LANE
163 AVENUE
SEWER LINE
EASEMENT LOCATION
VICINITY MAP


P.O.C.
NW CORNER,
SEC. 18, T4N, R1W
FND. BCF
30.50' R/W DEDICATION
DOC. 24-0433977, M.C.R.
163RD AVE.
W. LINE, NW 1/4, SEC. 18, T4N, R1W
S0°10'12"W 2633.94'
659.01'
1974.93'
W. 1/4 CORNER,
SEC. 18, T4N, R1W
FND. BCHH
30.50' R/W DEDICATION
DOC. 24-0437502, M.C.R.
RICHARD G HUEY AND IRENE O HUEY
REVOCABLE FAMILY TRUST/
WONG REVOCABLE LIVING TRUST/
WONG PHILLIP O/JA
APN: 503-57-008H
MORGAN CAREY D/LAUREN L
APN: 503-57-008G
DOC. 2024-0437502, M.C.R.
S89°46'07"E
140.02'
P.O.B.
10.00'
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R/W
S89°46'07"E 181.15'
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L1
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LINE TABLE
LINE # | BEARING | LENGTH
L1 | S0°13'58"W | 20.00'
L2 | N0°14'00"E | 20.00'
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
41282
ADRIAN M.
BURCHAM
Date Signed 03/17/26
ARIZONA U.S.A.
N
N.T.S.
HUBBARD
ENGINEERING
www.hubbardengineering.com
1201 S. Alma School Rd.
Suite 12000
Mesa, AZ 85210
Ph: 480.892.3313
163RD AVE. & PINNACLE PEAK
SEWER EASEMENT
EXHIBIT "C"
Maricopa County, Arizona
Project No.
24115
Date
03/17/26
Project Manager
ADRIAN BURCHAM
Sht: 1 of 1

EXHIBIT

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026

Contact Person: Kendra Pettis, DIR - SPORTS/TOURISM

Submitting Department: Sports, Entertainment, and Culture

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment moving budget authority for the NCAA Division II Men's and Women's Tennis Championships in the amount of $75,000 from General Contingency to the Sports and Tourism Fund and amending the Fiscal Year 2026 Contract Awarding Authority List; Resolution 2026-61.

Motion:

I move to approve Resolution #2026-61.

Background:

The City of Surprise Sports, Entertainment & Culture Department was awarded the bid to host the 2026 NCAA Division II Men's & Women's Tennis Championships at the Surprise Tennis & Racquet Complex in May. Currently, there is $25,000 budgeted in the Tennis Tournament Sports and Tourism Fund. The additional $75,000 will cover the extra expenses the NCAA anticipates. As the host site, the City of Surprise is responsible for expenses incurred with the planning, marketing and hosting of the event which is then reimbursed by the NCAA.

The 5-day event features two concurrent 16-team elimination tournaments to decide the national team titles. The tournament anticipates over 400 athletes as well as coaches, staff and fans from all over the nation, bringing in an estimated 500+ room nights to the City of Surprise.

Objective Analysis:

The objective of this budget amendment is for the City of Surprise to be able to host the NCAA tennis championships with the recommended budget submitted by the NCAA which will be reimbursed to the City of Surprise at the conclusion of the tennis championships.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

There is no financial impact related to this item because the expenses will be offset with revenue.

Budget Impact:

Approval of this item will amend the FY2026 budget by moving budget authority in the amount of $75,000 from General Contingency to the Sports and Tourism Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2026-61 - NCAA Tennis Budget Amendment

RESOLUTION # 2026-61

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2026 BUDGET FOR THE NCAA DIVISION II MEN'S AND WOMEN'S TENNIS CHAMPIONSHIPS BY MOVING BUDGET IN THE AMOUNT OF $75,000 FROM GENERAL CONTINGENCY TO THE SPORTS AND TOURISM FUND AND AMENDING THE FISCAL YEAR 2026 CONTRACT AWARDING AUTHORITY LIST (CAAL) BY ADDING THE NCAA DIVISION II MEN'S AND WOMEN'S TENNIS CHAMPIONSHIPS IN THE AMOUNT OF $100,000.

WHEREAS, the City of Surprise was awarded the bid to host the 2026 NCAA Division II Men's and Women's Tennis Championships at the Surprise Tennis & Racquet Complex May 19-25, 2026;

WHEREAS, the NCAA will reimburse the City of Surprise at the conclusion of the championships for all expenses incurred for hosting the 5-day tournament;

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

WHEREAS, the FY2026 budget includes $25,000 in the Tennis Tournament program within the Sports and Tourism Fund;

WHEREAS, this action will necessitate a budget amendment;

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

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

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

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

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

SIGNATURES ON 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

RESOLUTION # 2026-61
Exhibit A

1. Appropriation - The allocation listed below represents a movement of budget authority in the amount of $75,000 from General Contingency to the Sports and Tourism Fund for Tennis Tournaments. 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
Sports and Tourism Fund	Sports, Entertainment, and Cul	Services	E	3,255,000	75,000	3,330,000
Sports and Tourism Fund	Sports, Entertainment, and Cul	Charges for Services	R	3,197,600	75,000	3,272,600
Contingency	General Operations	Contingency	E	86,038,200	(75,000)	85,963,200
Contingency	General Operations	Other	R	77,326,500	(75,000)	77,251,500
			Expense Total	**89,293,200**	**-**	**89,293,200**
			Revenue Total	**80,524,100**	**-**	**80,524,100**

RESOLUTION # 2026-61
Exhibit B

1. Contract Awarding Authority List – Council to approve adding an item on the Fiscal Year 2026 Contract Awarding Authority List for the NCAA Division II Men's and Women's Tennis Championships in the amount of $100,000 for salaries and expenses.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26731	NCAA Division II Men's and Women's Tennis Championships	$0	$100,000	$100,000

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026

Contact Person: Kendra Pettis, DIR - SPORTS/TOURISM

Submitting Department: Sports, Entertainment, and Culture

District: Citywide

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2026 budget amendment moving budget authority for College Baseball and Big 12 Championship payouts in the amount of $600,000 from General Contingency to project N59140 in the Sports and Tourism Fund and amending the Fiscal Year 2026 Contract Awarding Authority List; Resolution 2026-62.

Motion:

I move to approve Resolution #2026-62.

Background:

In FY26, the City of Surprise partnered with REV Entertainment to host the 2026 College Baseball Series and the Big 12 Championship. The City of Surprise collects all the ticket, concession and merchandise revenue and will pay REV Entertainment their percentage of the revenue at the conclusion of the events.

The College Baseball Series took place February 13-16, 2026, and featured Oregon State University, University of Arizona, Stanford University and University of Michigan. The 4-day event brought in over 21,000 in attendance and $608,364 in revenue.

The Big 12 Championship is a 5-day, single elimination tournament that will take place May 19-24, 2026. The event will showcase the top 12 baseball programs from the conference where the winner will earn an automatic berth in the NCAA Tournament.

Objective Analysis:

The objective of this budget amendment is to be able to pay REV Entertainment the contractually agreed upon revenue share amount.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:
There is no financial impact related to this item due to revenue received that will offset the expenses.

Budget Impact:
Approval of this item will amend the FY2026 budget by moving budget authority in the amount of $600,000 from General Contingency in the General Fund to project N59140 in the Sports and Tourism Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

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

ATTACHMENTS:
1. Resolution 2026-62 College Baseball Big 12 Payouts
2. REV Agreement

RESOLUTION # 2026-62

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET TO SUPPORT THE PAYOUTS TO REV ENTERTAINMENT FOR THE FY2026 COLLEGE BASEBALL SERIES AND THE BIG 12 CHAMPIONSHIP IN THE AMOUNT OF $600,000 FROM GENERAL CONTINGENCY TO PROJECT N59140 IN THE SPORTS AND TOURISM FUND AND AMENDING THE FISCAL YEAR 2026 CONTRACT AWARDING AUTHORITY LIST (CAAL) BY ADDING THE COLLEGE BASEBALL PAYOUTS IN THE AMOUNT OF $600,000.

WHEREAS, the City of Surprise partnered with REV Entertainment to host the 2026 College Baseball Series and the Big 12 Championship;

WHEREAS, per the agreement, the City of Surprise will collect all the ticket, concession and merchandise revenue for both events;

WHEREAS, the City of Surprise will pay REV Entertainment for their share of the revenue collected;

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

WHEREAS, this action will necessitate a budget amendment;

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

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

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

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

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

SIGNATURES ON 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

RESOLUTION # 2026-62
Exhibit A

1. Appropriation - The allocation listed below represents a movement of budget authority in the amount of $600,000 from General Contingency to project N59140 in the Sports and Tourism Fund for the payout to REV Entertainment for their share of the ticket, concession, and merchandise revenue for the College Baseball Series and the Big 12 Championship. 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
Sports and Tourism Fund	Sports, Entertainment, and Cul	#N59140 S&T Fund College Baseball Payouts	E	-	600,000	600,000
Contingency	General Operations	Contingency	E	78,923,100	(600,000)	78,323,100
Sports and Tourism Fund	Sports, Entertainment, and Cul	#N59140 S&T Fund College Baseball Payouts	R	-	600,000	600,000
Contingency	General Operations	Other	R	77,211,400	(600,000)	76,611,400
			Expense Total	**78,923,100**	**-**	**78,923,100**
			Revenue Total	**77,211,400**	**-**	**77,211,400**

RESOLUTION # 2026-62
Exhibit B

1. Contract Awarding Authority List – Council to approve adding an item on the Fiscal Year 2026 Contract Awarding Authority List in the amount of $600,000 for College Baseball Payouts.

Reference #	Project #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26732	N59140	College Baseball Payouts	$0	$600,000	$600,000

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THE CITY OF SURPRISE, ARIZONA
16000 North Civic Center Plaza, Surprise, AZ 85374

FACILITY USE LICENSE AGREEMENT

This Facility Use License Agreement ("License" or "Agreement") is entered by and between the City of Surprise, Arizona, an Arizona municipal corporation ("City"), and REV Sports Management, LLC ("Licensee"), collectively referred to as the "parties" and each individually as a "party." The parties hereby agree as follows:

1. LICENSE

1.1. License. City owns property commonly referred to as the "Surprise Recreation Campus," generally located east and west of Bullard Avenue, between Greenway Road and Paradise Lane, in Surprise, Arizona, including the Surprise Stadium, the Texas Rangers' and Kansas City Royals' Practice Fields, Mark Coronado Park, the Surprise Tennis and Racquet Complex, and the Surprise Pickleball Courts ("Property"). City hereby grants to Licensee a nonexclusive, revocable, terminable at will, license to use a portion of the Property as described in **Exhibit A** ("Licensed Area"), herein incorporated by this reference, only for the purposes described in Section 1.2. The License only includes the Licensed Area and does not include any surrounding or adjacent properties or areas or other portions of the Property, unless otherwise mutually agreed upon in writing by the parties. Additionally, this License is only for the dates described in the **Exhibit B** Special Terms and Conditions, herein incorporated by this reference.

1.2. Purpose. Licensee may only use the Licensed Area for the sole purpose of presenting, producing and televising college baseball games/tournaments and any other approved activities associated therewith, including the load-in pre-production, production, tear-down, and load-out of the Event and all activities associated therewith (each, an "Event").

1.3. Term. This License shall be effective from the date that this License is fully executed by all parties ("Effective Date") and shall continue until February 18, 2030 ("Use Term"), unless terminated earlier in accordance with the terms of this License. The parties may mutually agree in writing on or before March 1, 2028 to renew this Agreement for an additional five (5) years (or any mutually agreed-upon shorter duration) to host the Event(s) in 2031, 2032, 2033, 2034 and 2035. Should the parties fail to agree to an extension of the Use Term, the Use Term shall expire on February 18, 2030.

1.4. Fees. Licensee shall pay City at the rates described in **Exhibit C** Fee Schedule, herein incorporated by this reference, for use of the Licensed Area and any related fees described therein. Such Fee Schedule will include an estimate of Licensee's expenses for its use of the Licensed Area and related expenses. Licensee shall pay an annual non-refundable deposit (except as otherwise expressly provided herein) of fifty percent (50%) of the estimated total fees for that year's Event, to be paid prior to Licensee's scheduled use period of the Licensed Area, and shall pay the actual remaining balance of the total fees within thirty (30) calendar days after Licensee's use. City may amend the rates described in Exhibit C in writing to reflect Licensee's actual use and related expenses, but not without prior written notice to Licensee before Licensee begins actual use.

1.4.1. If Licensee cancels a scheduled use of the Licensed Area due to a City-required change in a scheduled use (rescheduling or requirement to reschedule under Section

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2.2), City will provide a pro-rata refund of the deposit to Licensee for that use that has been rescheduled or required to be rescheduled.

1.4.2. Notwithstanding the foregoing, Licensee shall be responsible for any fees actually incurred for use of the Licensed Area (any time actually used) and for any related services as a result of such use or intended use (*e.g.*, any fees for lighting or personnel on the days actually used). Additionally, Licensee will be responsible for any next day cleaning that was required based on Licensee's use. For example, if Licensee cancels its scheduled use (which was scheduled for the following day), Licensee shall pay for the cost of the cleaning the Licensed Area the next day, regardless that the Licensed Area was not used that next day.

1.4.3. All fees (except for the deposit) described in the Fee Schedule shall be paid to City within thirty (30) days following the end of the month during which each use period occurred. By way of example only, if Licensee uses the Licensed Area during week 1 of October and again during the last week of October, Licensee would make a single payment within thirty (30) days following the end of October (by November 30).

1.4.4. If Licensee fails to pay all non-disputed fees invoiced by City within the deadlines established under section 1.4.3, City may assess an additional five percent (5%) late fee of the invoiced amount due for each month that each invoice that is not paid in full. By way of example only, if Licensee is invoiced for use of the Licensed Area for the month of October and Licensee fails to make full payment by November 30, City may assess an additional 5% late fee of the invoiced amount due for each 30-day period that Licensee fails to make full payment.

1.5. Amendments. This License may only be amended with the written approval of all parties.

1.6. Assignment. Licensee may not assign or otherwise sublicense this License or any of its interest therein to any other individual or entity , except as approved by City in writing. Any assignee, sublicensee, and/or subcontractor shall be subject to the terms and conditions of this License.

1.7. MLB Activities. City has existing agreements with the Kansas City Royals, the Texas Rangers, and other entities, including and related to Major League Baseball ("MLB Activities"). City cannot guarantee availability of the Licensed Area during Licensee's scheduled use period under this License. City may cancel or change Licensee's scheduled use of the Licensed Area by providing Licensee with at least fourteen (14) calendar days' written notice before such scheduled use if such change is necessitated by or related to any MLB Activities. City will not be deemed in breach or attempting to breach this License for any availability or rescheduling related to this Section 1.7.

2. TERMINATION; RESCHEDULING; REMEDIES

2.1. Termination by City. In addition to any other termination permitted under this License, City may terminate this License, without further obligation to Licensee aside from refunding Licensee's deposit in full, and shall not be liable for any damages whatsoever, and/or reschedule Licensee's use period for any of the following:

2.1.1. Immediately for any emergency or other force majeure event (as determined by the City in its sole, reasonable discretion) or directive by Major League Baseball or other sports governing authority, upon written notice to Licensee; Any Default (as defined in Section 5) or breach of the terms of this License by Licensee that have not been cured within thirty (30) days, or within a commercially reasonably time if within thirty (30) days of the Event, of written notice to Lessee of said breach;

2.1.2. Any necessary construction or maintenance of the Licensed Area or other City

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property that may affect use of the Licensed Area, with at least thirty (30) calendar days' written notice to Licensee; if advance notice is not practicable, City may terminate this License immediately for any necessary construction or maintenance of the Licensed Area or other City property that may affect the use of the Licensed Area;

2.1.3. Immediately upon notice to Licensee, in case of rain or inclement weather, in City's sole but commercially reasonable discretion to preserve any playing field surface subject to this License;

2.1.4. If Licensed Area is discontinued, removed, or physically changed to accommodate a new purpose, with at least thirty (30) calendar days' written notice.

2.2. Cancellation by Licensee. Licensee may cancel its scheduled use of the Licensed Area, and thereby terminate this License, for any of the following:

2.2.1. Licensee is unable to secure a sufficient number of participating teams for the Event after good faith efforts by Licensee to do so; such determination shall be made prior to the applicable ticket-sale date or at least ninety (90) calendar days prior to such Event, whichever is sooner; or

2.2.2. If City reschedules or requires a rescheduling of Licensee's scheduled use of the Licensed Area as described in Section 1.4.1, by providing written notice to City at least forty-eight (48) hours after City makes such rescheduling or requirement to reschedule; provided, however, City understands and acknowledges that Licensee is unable to reschedule an Event within the same calendar year.

2.3. Cancellation by Mutual Agreement. The Parties may cancel the scheduled use of the Licensed Area and thereby terminate this License, by mutual agreement of the Parties upon the receipt of written notice delivered in accordance with Section 7.1 hereof.

2.4. Government Directives. Any delay or nonperformance of any provision of or obligation under this License (including without limitation, making available the Licensed Area for use) caused by a federal, state, and/or local directive, order, or similar requirements, including without limitation, the COVID-19 pandemic and related quarantine orders, shall not constitute a breach of this License, provided that, to the extent practicable, City has provided Licensee with at least forty-eight (48) hours' written notice of such delay or nonperformance. Additionally, City may terminate this License under this Section with at least forty-eight (48) hours' written notice to Licensee and/or reschedule or cancel Licensee's scheduled use of the Licensed Area or any portion thereof with at least forty-eight (48) hours' written notice before such scheduled use. Where 48 hours' notice is not practicable, City may terminate this License immediately. In the case of a cancellation of an Event in accordance with this Section, City shall issue a full refund of Licensee's deposit.

2.5. Sports Governing Body Directives. Any delay or nonperformance of any provision of or obligation under this License (including without limitation, making available the Licensed Area for use), caused by a sports governing body (including without limitation, any Major League Baseball entity, Major League Baseball Properties, Inc., or Cactus League Baseball Association, Inc.) directive, order, or similar requirement or request, including without limitation, any requests or requirements by such sports government bodies, shall not constitute a breach of this License, provided that, to the extent practicable, City has provided Licensee with at least forty-eight (48) hours' written notice of such delay or nonperformance. Additionally, City may terminate this License under this section with at least forty-eight (48) hours' written notice and/or reschedule or cancel Licensee's scheduled use of the Licensed Area or any portion thereof with at least forty-eight (48) hours' written notice to Licensee before such scheduled use. Where 48 hours' notice is not practicable, City may terminate this License immediately. In the case of a cancellation of an Event in accordance with this Section, City shall issue a full refund of Licensee's deposit.

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2.6. Remedies; Cumulative Rights. Each party has the right to exercise any remedy available at law, in equity, or otherwise for any breach or attempted breach of this License by the other party. Each right and remedy of a party provided for in this License shall be cumulative and in addition to every other right or remedy provided for in this License now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or beginning or the exercise by a party of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise.

3. USE RESTRICTIONS; CONDITION; MAINTENANCE

3.1. No Interest. This License only creates a non-exclusive, revocable license to use the Licensed Area for the purposes stated in Section 1.2. The parties do not intent to create a leasehold estate, a lease, an easement, or any other real property interest in the Licensed Area or other City property. Licensee has no real property interest in the Licensed Area or other City property.

3.2. No Use of Other Property. Licensee shall not, and shall ensure Licensee's Permittees shall not, use any personal or real property owned by any other person or entity other than City.

3.3. Condition. Licensee is responsible for the study and inspection of the Licensed Area and for determining the fitness for use intended by Licensee. City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with the Licensed Area. Licensee accepts the Licensed Area in "AS-IS" condition, without representation or warranty of any kind by City or its officers, agents, or employees, and subject to all applicable laws governing the use of the Licensed Area for the permitted uses allowed by this License. Licensee agrees to leave the Licensed Area in the same condition it received it, except for ordinary wear and tear.

3.4. Maintenance. Licensor shall maintain, clean, and repair the Licensed Area as necessary, and if any repair or cleaning is necessary due to Licensee's use, then Licensee shall reimburse Licensor for such necessary repair and cleaning upon receipt of a written invoice for such necessary repair and cleaning. Upon termination, Licensee shall return the Licensed Area to City in a condition as good as it was prior to the beginning of this License, except for ordinary wear and tear.

3.5. Damage. Licensee shall be responsible and solely liable for any and all damages, except for ordinary wear and tear, and abuse related to Licensee's and/or Licensee's Permittee's use of the Licensed Area, other City property, and/or equipment provided by City.

3.6. Improvements. License shall not make any improvements to the Licensed Area without the prior written approval of City.

3.7. Signs; Affixing. Licensee shall not use or display any signs and/or any form of advertisements in, on, or around the Licensed Area or other City property without City's prior written permission. Under no circumstances may Licensee cover up, mask, drape or otherwise obscure any signage, graphics, posters, banners, inflatable displays and/or any type of display advertisement located in, on or outside of Licensed Area with City' without City's prior written permission. If Licensee uses or displays any signs and/or advertisements without City's prior written permission, Licensee, at its sole expense, shall remove such signs and/or advertisements within twenty-four (24) hours of a request by City for removal or City may remove such signs and/or advertisements at any time, whichever City deems necessary in its sole discretion. Additionally, Licensee, at its sole expense, shall immediately remove any signs and/or advertisements upon termination of this License or at the end of Licensee's scheduled use period of the Licensed Area, whichever is earlier. Licensee shall repair any

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damage to the Licensed Area or other City property resulting from any such removal of signs and/or advertisements under this section, at its sole expense. Licensee shall be responsible for maintaining, operating, and replacing, as necessary and at its expense, any approved signage. Additionally, Licensee may not, and shall ensure the Licensee's Permittees not, affix or display any materials, signs, advertisements, and/or other items upon the fixtures, exteriors, walls, or windows of Licensed Area or other City property, without the prior written consent of City.

3.8. Fixtures; Personal Property. Licensee's trade fixtures, movable furniture not permanently affixed to the Licensed Area, and personal property shall remain the property of Licensee, except for items paid for or loaned by City for Licensee's use. Licensee shall promptly remove its property upon termination of this License and repair any damage to the Licensed Area from such removal. If Licensee fails to remove its property before the termination of this License, the property left shall be deemed abandoned and become property of City. Licensee assumes the risk and responsibility for any damage to its trade fixtures, movable furniture, and personal property during movement to, on, and from the Licensed Area during the Use Term of this License.

3.9. Guests. Licensee shall not permit any other person or entity to use or occupy the Licensed Area, except for its agents, customers, coaches, officials, guests, contractors, any tier of subcontractor, sublicensees, employees, competing and third-party teams, and invited persons or entities ("Licensee's Permittees"), and only for the purposes described in subsection 1.2. Licensee is solely liable for any injury or damage to the Licensed Area or other City property, except for ordinary wear and tear, caused, directly or indirectly, in whole or in part, by Licensee or its agents, customers, contractors, employees, and invited persons or entities. Additionally, Licensee shall not, and shall ensure that Licensee's Permittees not, use the Licensed Area or any other City property for any of the following: (i) any offensive, noisy, or dangerous trade, business, activity, or occupation; (ii) activity against public policy; or (iii) any material interference with or disturbance of the quiet enjoyment of any other authorized user of the Licensed Area or other City property.

3.10. Common Areas. Any common areas which are held open for public use, including without limitation, bathrooms, hallways, and parking lots, located around the Licensed Area are not licensed to Licensee but are intended for the use, benefit, and enjoyment of all occupants of the Licensed Area. City reserves the right to designate and/or remove all such common areas or any portions thereof at any time, in its sole discretion. Also, City has the right to establish and from time to time change, alter, and amend, and to enforce against all users of any City parking lots, reasonable rules and regulations. Additionally, City may establish such reasonable charges as City deems appropriate for use of any City parking lots.

3.11. Equipment, Personnel, and Setup and Breakdown. Licensee shall be responsible for providing its own equipment, personnel, and any other facilities and/or materials related to the operations of Licensee's business, tournaments, games, and/or other events, including without limitation, setups and breakdowns, unless otherwise expressly required by this Agreement or approved by City in writing.

3.12. Concessionaire and Merchandising Rights. City or its designees hold all concessionaire and merchandising rights under this License. Licensee may not serve, sell, or otherwise provide, or contract or permit others to serve, sell, or otherwise provide, any foods, beverages or merchandise under this License (catering within locker rooms exempted), without the express written permission of City. Such permission may be subject to third-parties that hold exclusive and/or non-exclusive concessionaire and merchandising rights for the Surprise Recreation Campus, the Surprise Stadium, and/or any other City property, and those third-parties' approval.

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3.13. Enforcement of Laws, Rules, and Regulations. Licensee shall comply with and enforce against Licensee's Permittees: (i) all applicable federal, state, and local laws, rules, regulations, ordinances, resolutions, orders, mandates, and directives (including without limitation, any governmental directives related to the COVID-19 pandemic; (ii) the purchasing and provision of equipment, materials, or goods as required by such directives and at its sole expense, or the hiring of additional personnel for such enforcement at its sole expense); (iii) any rules, regulations, and/or policies of City facilities (including without limitation, the Stadium Food and Beverage Policy and the Stadium Rules and Regulations) or as otherwise required by City staff; (iv) any guidance provided by applicable governmental entities and/or agencies (including without limitation, guidance provided by the Center for Disease Control ("CDC") or the Arizona Department of Health Services ("ADHS")); and (v) any COVID-19 safety plans and/or guidance provided by City. By way of example only, this may include the purchasing and provision of face masks at Licensee's sole expense and where required, enforcement of social distancing requirements, and/or other requirements.

3.14. Ticketing Rights. Licensee shall have and retain all ownership, control, and ticketing rights to all of Licensee's events pursuant to Licensee's use of the Licensed Area. Licensee may retain its own ticketing system contractor. For the avoidance of doubt, if the City sells or otherwise handles ticket sales for the Event, the Tickets.com ("TDC") platform must be used; if, however, Licensee handles all ticket sales and uses a different platform other than TDC, Licensee shall provide the City with all necessary equipment (such as ticket scanners) in order to process access to the Event accordingly.

3.15. Permits. Licensee shall obtain all necessary permits and/or any other authorization from City for use of the Licensed Area, including without limitation, a temporary use permit and/or special event permit (TUP), traffic control permit requirements, Surprise Police Department off duty letters of agreement, and any other requirement document or requirement as required by City for Licensee's use of the Licensed Area.

Select this box if a Temporary Use Permit (TUP) is required: ☐
(to be selected by City staff only)

If Licensee's use under this License requires a TUP issued by City, the approved TUP must be provided to the Sports and Tourism Department at least thirty (30) calendar days prior to Licensee's scheduled use period. Failure to provide such TUP(s) to the Department within the time identified will result in cancellation of Licensee's scheduled use period that requires the TUP.

4. LIMITATION OF LIABILITY; INDEMNIFICATION; INSURANCE

4.1. Limitation of Liability. Neither party shall seek, and hereby irrevocably waives, monetary damages, including without limitation, any lost revenue, lost profits, loss of technology, loss of rights or services, loss of data, interruption or loss of use of service, lost opportunity, incidental damages, punitive damages, indirect damages, or special or consequential damages, whether under theory of contract, tort (including without limitation, negligence, strict liability, or otherwise), or in equity, as a consequence of, related to, or arising from this License or its breach.

4.2. Indemnification. Each party agrees to indemnify, hold harmless, and defend the other party and such party's related parties (I.E., for City, City and its departments, agencies, boards, commission, officers, officials, agents, and employees of the city (the City Parties); For Licensee, its parents, subsidiaries, affiliates, licensees, sub-licensees, distributors, successors and assigns, and the officers, directors, members, managers, stockholders, shareholders, employees, agents, attorneys, and representatives thereof ("Licensee Parties") from and against any and all liabilities, damages, causes of action,

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costs, losses, claims, demands, suits, proceedings, fines, and expenses associated therewith (including reasonable outside attorneys' fees ("Losses") arising from a third-party claim arising out of or resulting in whole or in part from: (i) any negligent act, omission, mistake, or violation of applicable law or ordinance, or breach of this agreement by such party or its related parties (*I.E.*, for City, the City Parties; for Licensee, the Licensee Parties) or the agents, sponsors, vendors, contractors, subcontractors, and/or invitees thereof. The indemnification obligations of the parties herein shall survive termination or expiration of this agreement.

Each party shall give the other party prompt written notice of any claim or suit for which it intends to seek indemnification pursuant to this Agreement; provided that the indemnified party's failure to give such prompt notice shall not relieve the indemnifying party from its indemnification obligations except to the extent that the indemnifying party is actually prejudiced as a result of such failure. Upon the written request of a party entitled to indemnification, the indemnifying party shall assume the defense of any such claim, demand, action or proceeding, provided that the indemnifying party shall not settle any claim without the indemnified party's consent. The indemnified party shall also have the right to provide its own defense at its own expense, provided the indemnified party shall not settle any claim without the indemnifying party's consent unless it is willing to release the indemnifying party from its obligation to indemnify hereunder. Termination of this Agreement shall not affect the continuing obligations of each of the parties under this Section. The obligations to indemnify contained in this Section shall survive the expiration or termination of this Agreement.

4.3. Insurance. Licensee shall at all times, throughout the term of this License, keep the Licensed Area insured against perils in amounts acceptable to City and with insurance carriers duly licensed by the State of Arizona with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to City. Licensee shall ensure that all insurance policies in effect for the Licensed Area name the City of Surprise and its officers, officials, employees, agents, contractors, subcontractors, and volunteers as additional insureds, including, but not limited to, Licensee's activities and liability arising out of the activities performed by or on behalf of Licensee involving automobiles owned, leased, hired, or borrowed by Licensee. Licensee shall provide certificates of insurance evidencing coverage acceptable to City on or before the Effective Date. All insurance policies under this License must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from activities or work performed by or on behalf of Licensee, and with respect to liability arising out of the activities performed by or on behalf of Licensee involving automobiles owned, leased, hired, or borrowed by Licensee.

4.4. Policy Requirements.

4.4.1. Licensee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

4.4.2. Coverage provided by Licensee may not be limited to the liability assumed under the indemnification provisions of this License.

4.4.3. The "City of Surprise" shall be listed as the Certificate Holder and additional insured on each certificate of insurance for each policy required by this License.

4.4.4. All policies required by this License shall contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers for losses arising from any work, performance, or exercise of this License.

4.4.5. All certificates of insurance for the policies required by this License shall reference this License in the description, e.g. by contract number or some other means.

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4.4.6. Licensee shall provide City with all endorsements and a declarations page for each policy, and any amendments or riders in order to verify contractual insurance requirements are being satisfied. All certificates of insurance and endorsements required by this License shall be sent directly to City's Risk Management division. All certificates of insurance and endorsements must be received and approved by City's Risk Management division at least thirty (30) calendar days before the commencement of any work, performance, or exercise of this License. City reserves the right to require complete, certified copies of all insurance policies required by this License at any time. Failure to provide all required certificates of insurance and endorsements to the Risk Management division within the time identified will result in cancellation of Licensee's scheduled use period.

Certificates of insurance and endorsements shall be sent to City's Risk Management division at:

riskmanagement@surpriseaz.gov

16000 North Civic Center Plaza
Surprise, Arizona 85374
Attn: Risk Manager

4.4.7. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this License but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this License or failure to identify any insurance deficiency will not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this License.

4.4.8. Each insurance policy required by this License shall be in effect at or before the commencement of any work, performance, or exercise of this License and remain in effect for the duration of the work, performance, and/or exercise of this License. Each insurance policy required by this License must provide the required coverage and may not be suspended, voided, canceled, modified, or reduced. Licensee shall provide City with at least thirty (30) calendar days' advanced written notice if the insurance is to be suspended, voided, cancelled, modified, or reduced. Such notice must be sent directly to City's Risk Management division. Failure to maintain the insurance policies as required by this License, or to provide evidence of renewal, is a material breach of contract.

4.5. Minimum Insurance Limits. Licensee shall provide coverage with limits of liability not less than the following. These insurance requirements are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. City in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of the use of the Licensed Area and under this License by Licensee or its agents, representatives, employees, contractors, subcontractors, or volunteers, and Licensee is free to purchase additional insurance.

4.5.1. *Commercial General Liability – Occurrence Form*. The policy shall include bodily injury, property damage, personal injury, spectator liability, and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Each Occurrence $1,000,000
- Products – Completed Operations Aggregate $1,000,000

- Personal and Advertising Injury $1,000,000

4.5.2. Blanket Contractual Liability – Written and Oral $1,000,000*Worker's Compensation and Statutory Employers' Liability*. The policy shall include worker's compensation coverage at state statutory minimums.

4.5.3. *Business Automobile Liability*. The policy shall include coverage for bodily injury and property damage for any hired, and/or non-owned vehicles used in the performance of this License.

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

4.6. Subcontractor; Sublicensee. Licensee's certificate(s) must include all subcontractors and/or sublicensees (defined as "Sublicensee" for this subsection 4.6) as insureds under its policies or Licensee must furnish to City separate certificates and endorsements for each Sublicensee. All coverage for Sublicensee is subject to the same terms and conditions and minimum requirements identified above. Licensee shall ensure for any Sublicensee policy required under this Licensee and for any policy required by a contract between Licensee and each Sublicensee, the Sublicensee's certificates of insurance shall list the "City of Surprise" as the Certificate Holder and as an additional insured (and any other entities that are required to be listed as such), and shall identify in each certificate of insurance's description: (i) this License by contract number or some other means, and (ii) any subcontract between the Sublicensee and Licensee related to that Sublicensee's work, performance, or exercise of this License.

5. DEFAULT

5.1. Default by Licensee. Any of following shall be deemed instances of "Default" by Licensee:

5.1.1. Failure by Licensee of any of the covenants, agreements, conditions, or undertakings herein to be kept, observed, and performed by Licensee that continues for thirty (30) days, or within a commercially reasonably time if within thirty (30) days of the Event, after written notice is given by City of such failure (or such additional time as may be necessary to cure such failure as long as Licensee commenced the cure within forty-eight (48) hours after written notice is given by City and thereafter diligently prosecutes such cure to completion);

5.1.2. If Licensee voluntarily files any petition, or has an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided however, that Licensee shall not remain in Default if it continues to comply with all other terms and conditions of this License;

5.1.3. If a trustee or receiver is appointed for Licensee or for a major portion of its property;

5.1.4. If any court takes jurisdiction of a major portion of the property of Licensee in any involuntary proceeding for dissolution, liquidation, or winding up of Licensee and such jurisdiction shall not be relinquished or vacated within sixty (60) calendar days; or

5.1.5. If Licensee makes an assignment for the benefit of its creditors.

6. MARKETING

6.1. Co-Promotion. City or City's designee may take photographs before, during, and after the Event, which photos may be used by City for promotion and publicity purposes (including on City's websites and social media sites), provided, however that City shall not use such photos for intentional commercial purpose absent Licensee's prior written consent and without any other necessary consents (*e.g.*, participating team/university and/or player).

6.2. Use of City Name and Logo Subject to City Approval and Review. The City may, at City's sole

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discretion, approve the use of the City Name and Logo to co-promote the Events. If Licensee has been approved to use City Name and Logo, the City reserves the right to review all promotional materials, including but not limited to press releases, flyers, websites, social media, video, audio or any other marketing material requested to utilize the City Name and Logo. All use of City Name and Logo must be utilized in a manner acceptable to the City and within the City's marketing and branding guidelines.

7. MISCELLANEOUS

7.1. Notice. Any notice or other communication required or permitted to be given under this License must be in writing. Except as otherwise expressly permitted in this License, notices will be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or (iv) delivered by by email transmission to the email address set forth below, or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

City:
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attn: Sports and Tourism Dept.
Email: Kendra.pettis@surpriseaz.gov

with copy to:
Surprise City Attorney's Office
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Licensee:
REV Sports Management LLC
734 Stadium Drive
Arlington, TX 76011
Attn: Jared Schrom
Email: jschrom@reventertainment.com

with copy to:
REV Sports Management LLC
Legal Department
Attn: Scott Hays, Associate General Counsel
Email: shays@reventertainment.com

Notices are deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by email transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party will mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.2. Applicable Law. This License shall be governed by and construed in accordance with the substantive laws of the State of Arizona without giving effect to the principles of conflict of laws. Any action brought to interpret, enforce, or construe any provision of this License shall be commenced and maintained in a court in Maricopa County, Arizona.

7.3. Food, Beverage, and Alcoholic Beverage Permits and Licenses. When applicable, Licensee shall: (i) comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and/or codes related to the handling, preparation, serving, and sale of food, beverages, and/or alcoholic beverages; (ii) shall have all licenses and permits required to handle, prepare, serve, and sell food and beverages and/or handle, prepare, serve, and sell alcoholic beverages, including without limitation, all certifications required under Title 4 of the Arizona Revised Statutes; and (iii) ensure that all persons serving alcoholic beverages

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pursuant to Licensee's licensed use of the Licensed Area shall be *Training for Intervention Procedures* (TIPS) trained (or an equivalent training thereof) and shall provide evidence of such training for all such persons serving alcoholic beverages. If Licensee will be serving alcoholic beverages, Licensee shall ensure that all of its applicable servers, employees, agents, or any other individual under its control (whether contracted or employed) to have received and are then-currently certified (throughout the entire term of the use period of the Licensed Area under this License) under all required alcohol server trainings, as required by federal, state, and/or local laws, rules, regulations, ordinances, and/or codes. Licensee is solely responsible and liable for ensuring that it obtains all such required permits and licenses. City may request, and Licensee shall provide to City within twenty-four (24) hours of any such request, any required permit and/or license, but City has no obligation to do so.

7.4. Compliance with Laws. Licensee shall comply with and ensure that Licensee's Permittees comply with all applicable federal, state, and local laws, rules, regulations, ordinances, orders, mandates, and directives, including without limitation, all relevant health and safety regulations related to the handling of food and/or alcohol and the rules of City facilities.

7.5. Public Records. This License and City are subject to laws pertaining to open and public records, including without limitation, Arizona public record laws under Arizona Revised Statutes (A.R.S.) Title 39 and the Freedom of Information Act (FOIA). Nothing herein shall prevent the release of this License pursuant to a public records request.

7.6. Intellectual Property. Neither party may use the name or any logo, trademark, copyright, or other intellectual property owned by the other party without the other party's prior express written approval.

7.7. Confidentiality. To the fullest extent permitted by law, Licensee shall keep confidential any and all documents, records, or other information resulting from this License or otherwise provided by City, except as described in this License or otherwise approved by City in writing.

7.8. Waiver. No failure by the parties to insist upon the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this License, which shall continue in full force and effect, nor the respective rights of City or Licensee with respect to any other then existing or subsequent breach.

7.9. Relationship. This License shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between City and Licensee.

7.10. Force Majeure. Except for payment for sums due, neither party will be liable to the other nor deemed in default or breach under this License if and to the extent that such party's performance of this License is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The party declaring force majeure notifies the other party of the existence of the force majeure and it will be deemed to continue

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as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this License.

7.11. No Creation of Encumbrances. Licensee shall have no authority to do any act or make any contract that may create or be the basis for any lien, mortgage, or other encumbrance upon any interest of City in the real property that includes the Licensed Area.

7.12. ©Compliance with Federal Immigration Laws and Regulations. Licensee warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Licensee acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this License subject to penalties up to and including termination of this License, and that City retains the legal right to inspect the papers of any employee who works on the License to ensure compliance with this warranty.

7.13. Compliance with A.R.S. § 35-393.01. Licensee hereby certifies that it does not, and will not, participate in during the term of this License, a boycott of Israel in accordance with A.R.S. § 35-393.01. Licensee hereby agrees to indemnify and hold harmless City, its agents, and employees from any claims or causes of action relating to City's action based upon reliance upon this representation, including the payment of all costs and attorney fees uncured by City in defending such an action.

7.14. Conflicts of Interest. This License is subject to A.R.S. § 38-511, and may be terminated in accordance therewith.

7.15. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this License or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

7.16. Conflicting Terms. In the event of a conflict between this License and any Exhibits, the terms of this License will govern. No external terms or conditions apply to Licensee's use of the Licensed Area, except as expressly stated in this License.

7.17. Counterparts. This License may be executed in one or more counterparts, and each originally executed duplicate counterpart of this License shall be deemed to possess the full force and effect of the original. Counterparts may be delivered via U.S. Mail, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This License shall become effective when Licensor transmits a fully executed counterpart hereof to Licensee.

7.18. Severability. If any provision of this License is held invalid by a court of competent jurisdiction, such holding will not affect any other provision of the License which may remain in effect without the invalid provision.

7.19. Entire Agreement. This License represents the entire agreement of the parties. All previous agreements entered into prior to this License are hereby revoked and superseded by this License. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth in this License. This License will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the License. The headings in this License are for convenience only, and will not be used to modify, limit, or extend any provision. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal

counsel in drafting, reviewing, and entering into this License.

7.20. Joint Drafting. The parties have participated jointly in the drafting of this License, and any presumption or principle that the language of this License is to be construed against the drafting party will not apply.

7.21. Binding Nature. This License will be binding on the successor, permitted assigns, heirs, executors, and administrators of the parties hereto.

[Signature Page to Follow]

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

CITY
City of Surprise
Docusigned by:
By: Kendra Pettis
4F7AC2B7326447C...

Printed Name: Kendra Pettis

Title: Sports and Tourism Director

Date: 6/3/2025 | 16:33 PM MST

LICENSEE
REV Sports Management LLC
Signed by:
By: JS
2B03AD933F2D4F0...

Printed Name: Jared Schrom

Title: Vice President

Date: 5/30/2025 | 17:54 PM MST

CITY
City of Surprise
Docusigned by:
By: Christine Frederickson
6F18CFA29976465...

Printed Name: Christine Frederickson

Title: Procurement Manager

Date: 6/3/2025 | 16:20 PM MST

APPROVED AS TO FORM:
Signed by:
By: Hobie Wingard
A12F9D7EBE7A43B...
City Attorney's Office

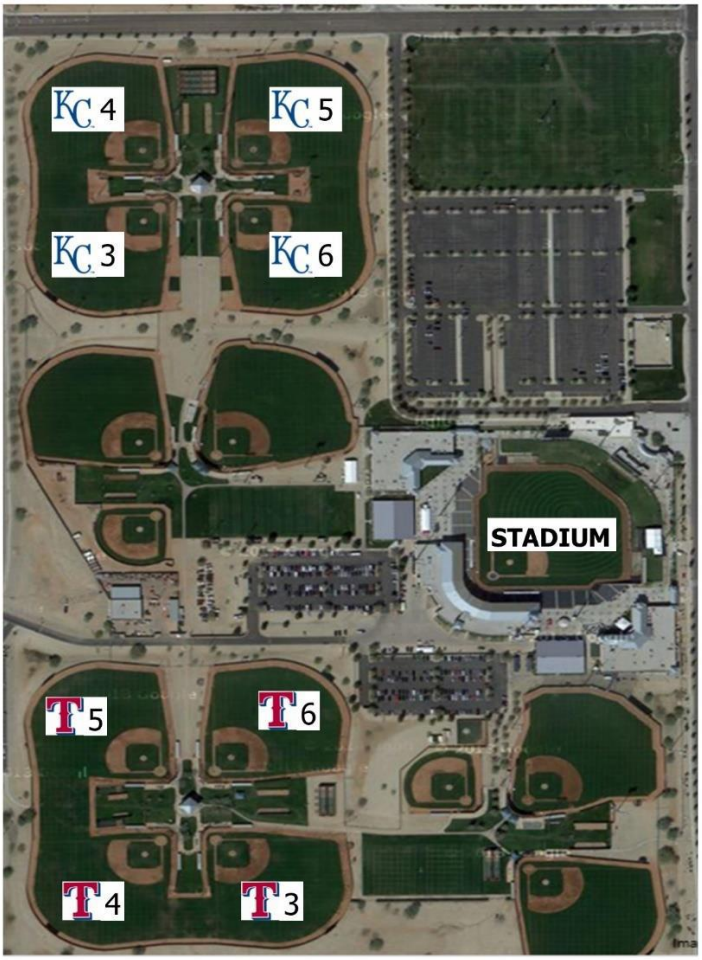
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EXHIBIT A – Licensed Area

The Licensed Area includes only the following areas of the Property:

Surprise Stadium including the playing field, seating bowl, concourses, public restrooms, Visitor's Locker Room, Texas Rangers Practice Fields 3-6, Kansas City Royals Practice Fields 3-6 and any other areas pre-approved by City, Rangers and Royals. Practice field use will be assigned by City and approved by Rangers and Royals. Any Rangers or Royals Clubhouse access must be approved by Rangers and/or Royals. City will continue to have the full right to perform necessary maintenance to any portion of the venue, move personnel and materials through the Licensed Area as necessary to operate the venue in the ordinary course of business so long as such maintenance and movement does not unreasonably interfere with the Event or preparations therefor. City will continue to have the full right to perform all activities necessary to meet the requirements of the facility use agreements with the Rangers and Royals. City will also continue to have the full right to perform all necessary City activities and events so long as such activities and events do not unreasonably interfere with the Event or preparations therefor.

The following map is for reference only and shall not be interpretted to show the exact Licensed Area. City reserves the right to further define such licensed usage areas.



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EXHIBIT B – Special Terms and Conditions

Schedule: Licensee's scheduled use (dates/times) of the Licensed Area is as follows:

2026

Load-in Commencement Date: February 12, 2026
Event Dates: February 13-16, 2026
Load-out Completion Date: February 16, 2026

2027

Load-in Commencement Date: February 18, 2027
Event Dates: February 19-22, 2027
Load-out Completion Date: February 22, 2027

2028

Load-in Commencement Date: February 17, 2028
Event Dates: February 18-21, 2028
Load-out Completion Date: February 21, 2028

2029

Load-in Commencement Date: February 15, 2029
Event Dates: February 16-19, 2029
Load-out Completion Date: February 19, 2029

2030

Load-in Commencement Date: February 14, 2030
Event Dates: February 15-18, 2030
Load-out Completion Date: February 18, 2030

***The above dates are based on the current tournament and NCAA schedule, dates may be modified or changed to other dates that the Parties mutually agree upon. All finalized dates, game times and practice schedules must be agreed upon by City, Rangers and Royals. Tournament dates may not conflict with the Spring Training schedule unless mutually agreed upon by both parties.**

Additional Responsibilities:
Licensee shall also be responsible for all of the following:

1. **Event Operations and Production**: Licensee shall be responsible for all Event operations and production and all costs associated with operations and production. All Event operations and production shall be in compliance with all applicable City and facility laws, rules, regulations and policies. Licensee shall be responsible for the contracting, scheduling and coordination of teams and games. All tournaments must include Oregon State as a participating team, unless mutually agreed upon in writing by both parties. Licensee shall also be responsible for team guarantees, participating team gifts and any other costs associated with the teams, umpires, baseballs, credentials or any

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other Event costs. City may be designated to operate certain mutually agreed upon components of the Event and utilize City staff at the sole cost of the Licensee set forth on Exhibit C – Fee Schedule). Licensee shall control the content elements for the production and presentation of the Event, to be approved by City in advance and subject to the rates set forth on Exhibit C attached hereto. Notwithstanding the foregoing, City reserves the right to run its own promotional messages, including in-park LED promotional messages, notices of services available, or any emergency or public safety messages on the video display board during the Event, provided such messages do not unreasonably interfere with the Licensee's production or presentation of the Event. Licensee hereby represents and warrants that no aspects of the Event, including the production elements, will violate any applicable laws, ordinances, and/or government regulations, and/or create a foreseeable danger to the public and/or the Licensed Area. In addition, Licensee shall not conduct any fireworks displays of any type on or about the Licensed Area premises without the prior written approval of City and any other governmental agency having jurisdiction over such activities. Any additional production elements or staffing requested by Licensee must be preapproved by City, and any costs and expenses associated with fulfilling such requests shall be included as part of the Fee Schedule.

2. **Promotion of the Event; City Marks, Licensee Marks**: Licensee agrees that all promotion of the Event will be tasteful, truthful, and accurate and at the sole cost and expense of the Licensee. Both Parties agree to make best efforts to promote the Event, with the details of such promotion and marketing to be mutually agreed in writing by the Parties (which shall include, but not necessarily be limited to, a City-supported landing page on the Surprise Stadium website to promote the Event and include a link to the ticketing platform site and the Licensee's own website). In all printed, radio and television promotional matter relating to the Event which refers to the Licensed Area, the venue shall be referred to as "Surprise Stadium" or such other name as directed by City to Licensee. All promotional material with "City of Surprise", "Surprise Stadium" or with any City logos must be approved in advance by City.

Licensee hereby grants worldwide to City and its affiliates, licensees, vendors, advertisers, agents, designees, broadcast partners and any affiliated companies, a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable and revocable license to use, reproduce and display the corporate and trade name(s), trademark(s), tagline(s), service mark(s), logo(s), symbol(s), design(s), decal(s), artwork(s), copyrightable materials, other proprietary designation(s), the name, or any other content and/or materials provided by Licensee under this Agreement relating to Licensee, the Event, and any participants in the Event and (collectively, the "Licensee Marks") and used in connection with the Venue name or logo solely for the purpose of performing the terms and conditions of this Agreement. Licensee represents and warrants that it has all right, title, and interest in and to the Licensee Marks and the authority to grant this license to City. Licensee further represents and warrants that to its knowledge none of the Licensee Marks infringes the intellectual property or other proprietary rights of any third-party. All Licensee Marks used or displayed in connection with the sponsorship and advertising elements set forth in this Agreement remain the sole and exclusive property of Licensee.

Licensee is responsible for ensuring that all marketing and promotional materials, including but not limited to print, radio, television and social media, have received the required approvals from Oregon State and any other participating teams, NCAA and any other governing bodies for any Name, Image, Likeness (NIL) rights used in accordance to the Event.

3. **Recording and Broadcasts**: City hereby consents to Licensee filming, video-taping, broadcasting and/or streaming all or a portion of the Events. Licensee shall cover all costs related to the broadcasting and/or streaming of the Events. Licensee is aware of and agrees to terms and conditions of City's current agreement with Flo Sports for the 2026 Event as described in Exhibit D. If Licensee, Licensee's agents, or third party rights holders, for the purposes of broadcasting the

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Events, are required to hook up their broadcast vehicles to the electrical and broadcasting connections made available by City, then they shall pay to City all hook-up fees and expenses ordinarily charged by City to third parties for such rights and services at Licensor's established rates at the time of the Event.

4. **Advertising and Sponsorship**: Except as provided below, all advertising rights in, on, or around the Licensed Area shall be and remain under the exclusive control of City. Accordingly, Licensee shall not place, or permit anyone else to place, any signs, graphics, posters, banners, inflatable displays, and/or any other type of display advertisement for any sponsor ("Licensee Sponsorship") in, on, or about the Licensed Area without the prior written consent of City, which shall not be unreasonably withheld. All Licensee Sponsorship shall be at the sole cost and expense of Licensee, including, without limitation, the cost and expense of placing or erecting signs, graphics, posters, banners, inflatable displays and/or any other type of display advertisement and the costs associated with any digital or graphic signage or advertising displayed at the Licensed Area during the Event. If any Licensee Sponsorship for an Event is sold by City, City shall retain twenty percent (20%) of the net revenue received from such Licensee Sponsorship. If any Licensee Sponsorship for an Event is sold by Licensee, Licensee shall retain one hundred percent (100%) of the gross revenue received from such Licensee Sponsorship. In no event shall the sale by City of Licensee Sponsorship imply an endorsement of such sponsor(s) by Licensee or the Team nor shall any such Licensee Sponsorship imply an endorsement of such sponsor(s) by City or any of its affiliates and affiliated sports organizations. In each case, full reconciliation of the foregoing shall be completed and included as part of the Final Settlement Statement. Any such advertising approved by City shall be placed in the Licensed Area only, with such placement also subject to City's sole but reasonable approval. All Licensee Sponsorship must be mutually agreed between the Parties, and neither Party shall unreasonably withhold its approval. Except as specifically provided in this Agreement, all revenues derived from the sale by City of sponsorship and/or advertising rights in, on, around or in connection with the Licensed Area shall be retained solely by City; provided that City shall not sell temporary signage, sponsorship and/or advertising rights solely in connection with the Event without the written consent of Licensee.

5. **Ticket and Suite Sales**: City will be responsible for the administration of all ticket and suite sales, hardware, and operations in connection with the Event. The Parties will mutually agree upon a reasonable quantity of tickets to be manifested and distributed for the Event; provided however, additional tickets may be manifested and distributed upon the condition precedent that Licensee receives approval from City in its sole but reasonable discretion. City will utilize its own ticketing platform in connection with such sales and operations. The Parties will mutually agree upon the details of a ticket reconciliation process, with the full reconciliation to be completed and included as part of the Final Settlement Statement. Licensee and City shall not sell or otherwise make any arrangements for the sale of tickets or the pricing of tickets without the prior written approval of the other. Pre-sale and on-sale dates shall be determined by Licensee, with approval of City. Licensee agrees to provide City with a mutually agreed upon number of complimentary tickets/codes to the Event for City employees or select City partners. City will collect a "Maintenance Fee" for each ticket sold online or over the phone for the Event with the amount of such Maintenance Fee to be determined by Licensee as long as it is in accordance with City's ticketing platform agreement and fee structures. City shall collect and pay to Licensee eighty-eight percent (88%) of gross ticket sales and ticket revenues and fees received from the Event (less applicable taxes, credit card fees and Tickets.com fees), and City shall retain the remaining twelve percent (12%) of such ticket revenues and fees. City shall have the right to use its own "ticket back" language and sponsor, including any online terms and conditions applicable to digital tickets, in connection with the Event, but shall include Licensee and its affiliated parties as released and indemnified parties in such "ticket back" language. Additionally, City agrees to provide its "ticket back" language to Licensee for review and approval at least thirty (30) days prior to on-sale for each Event.

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Net food and beverage revenue sales from suites during the Event resulting from City's portion of Concessions split (per agreement with City and Concessionaire) will be split 88%/12% between Licensee and City, with Licensee receiving 88% and City 12% and the full reconciliation to be completed and included as part of the Final Settlement Statement. Net suite revenues, including any catering related thereto, shall also be split 88%/12% in favor of Licensee (based off of the Concessions split, per agreement with City and Concessionaire). The occupants of any such suites shall purchase food and beverage only from the concessionaire. No food or beverage other than that purchased from Licensor or the concessionaire may be brought, prepared, or consumed in the suites.

6. **Ticket Refunds**: City shall be responsible for the administration of all ticket refunds and the resolving of all other related customer service ticket issues (with approval from Licensee regarding potential solutions to such issues). Any refunded revenue, costs or fees due back to City's ticketing platform will be deducted from final ticket revenue settlement prior to the revenue split.

7. **Taxes/Fees**: City shall comply with all laws, rules and regulations of any governmental entity relating to the payment of taxes, charges, or surcharges on tickets, admissions, or reservations and shall pay such taxes, charges, or surcharges and any charges or surcharges imposed by credit card processors when due, and indemnify, hold harmless and defend each of the Licensee Parties and each of their respective affiliates, members, managers, partners, parents, officers, directors, shareholders, agents and employees from and against all liability, claim, loss or payment of any kind by reason of City's failure or omission to comply with any such law, rule, or regulation and/or to pay all such taxes, charges, or surcharges.

8. **Parking**: City shall make commercially reasonably efforts to make an adequate number of parking lots and spaces around the Venue (the "Parking Area") available for use by persons attending the Events. If Licensee decides that Event attendees shall be charged for parking in the Parking Area, Licensee, or its agent(s), shall be responsible for all staffing and operational costs of the Parking Areas during the Event, and as a result, Licensee shall retain all revenues from parking sales for the Event. Licensee, as well as the participating teams (including, without limitation, their players, coaches, and administrators), shall receive complimentary parking at the Event in a location to be mutually agreed between the Parties. All traffic and/or parking plans must be approved by the City in writing prior to the deployment of such plan(s). If the City staffs the parking or collects the parking revenue generated under this Agreement, the City and Licensee shall split the revenue with Licensee receiving 88% and the City 12%.

9. **Concession Sales**: City's Stadium Concessionaire will operate concessions for all games. City, Licensee and Concessionaire have agreed to the following commission split for the Event for the entirety of the agreement (see Exhibit E – Aramark Memo):

- City to receive 15% commissions on all concessions up to $230,000 in sales
- City to receive 20% commissions on all concessions over $230,000 in sales (on the increment)

Net commissions revenue resulting from City's portion of concessions during the Event will be split 88%/12% between Licensee and City, with Licensee receiving 88% and City 12% with the full reconciliation to be completed and included as part of the Final Settlement Statement.

No food or beverage other than that purchased from the Concessionaire or approved by Concessionaire and City may be brought, prepared, or consumed in the suites or sold in the stadium during the Event. City's Spring Training Stadium Food and Beverage policy will apply; provided,

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however, participating teams shall be permitted to have outside vendors cater food into their locker rooms during the Event.

10. **City Event Personnel**: The services and personnel to be provided by City for the Event shall be the same type of services and personnel that City would customarily provide for similar events. On the basis of its experience in operating the Licensed Area, City shall determine, after consultation with Licensee, the number of persons that City intends to furnish to operate the Licensed Area during the Event at the sole cost of the Licensee as set forth on Exhibit C. If Licensee desires to have additional personnel, City shall provide such personnel as Licensee may reasonably request if available, and such costs, including wages, payroll taxes, insurance charges, union welfare benefits, and all other charges directly attributable to such additional personnel shall constitute staff fees as a part of the Fee Schedule and will be included as additional charges in the Final Settlement Statement. All staffing estimates are subject to revision pending any change by the U.S. Department of Labor or other governmental agency of the currently mandated minimum wage rates and/or overtime rates, which rates shall be passed on to Licensee by City and included as additional charges in the Final Settlement Statement. Any event staff requested by Licensee, but not available or supplied by City will be the responsibility of Licensee.

11. **Safety and Security**: City will determine all safety and security measures required for Event including Police, Fire and Emergency Management requirements at the sole cost of the Licensee. Licensee may request additional safety and security measures at Licensee's sole cost and with the approval of City. City's security provider shall be utilized and shall secure the event in a manner consistent with its standard practices. Spring Training Stadium security policies (Exhibit F) will be in effect for Event. Licensee acknowledges and agrees that its staff, personnel, crews, guests, players, participants, and spectators may be required to undergo security checks (including, without limitation to, bag checks and metal detector scans) and adhere to such security measures as City deems appropriate. Licensee will cooperate with any reasonable security measures (*e.g.*, bomb sniffing dogs, etc.) which may be requested by City. Licensee shall cause all vendors, contractors, subcontractors, employees, and other individuals hired or engaged either directly or indirectly by Licensee in connection with the Event to satisfactorily complete commercially reasonable background checks prior to such individuals entering the Licensed Area (*i.e.*, the earlier of set-up or commencement of the Event).

12. **Merchandise**: Licensee shall purchase all Event merchandise at Licensee's sole cost and expense, all of which must be related to the Event and approved by City in its reasonable discretion (the "Merchandise"). Stadium Concessionaire will sell the purchased merchandise in the Stadium merchandise stores during Event. City, Licensee and Concessionaire have agreed to the following commission split for the Event for the entirety of the agreement (see Exhibit E – Aramark Memo):

- City to receive 90% commissions on all merchandise sales (after credit card fees)

Net commissions revenue resulting from City's portion of merchandise during the Event will be split 88%/12% between Licensee and City, with Licensee receiving 88% and City 12% with the full reconciliation to be completed and included as part of the Final Settlement Statement.

13. **Team Lodging:** All college baseball teams participating in Event must stay at a hotel within the City of Surprise limits if there is sufficient availability.

14. **City Comps**: City to receive a mutually agreeable number of comp tickets to the Event in mutually agreeable locations.

15. **Final Settlement**: Thirty (30) business days (the "Final Settlement Date") after the conclusion of the applicable year's Event, City and Licensee shall conduct a final settlement pursuant to which

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(i) City shall provide Licensee with a final accounting (the "Final Settlement Statement") of (a) the charges for any additional goods, services, and benefits which are not included as part of the Fee Schedule, (b) estimated repair cost for the Licensed Area (if any), (c) the number of tickets sold and the total Maintenance Fee and net sales payable to Licensee, (d) a calculation of the net sales of Merchandise by Licensor at the Event, (e) a calculation of the gross sales of food and beverage at the Event and net sales payable to Licensee, and (f) any other amounts due and owing under this Agreement between the Parties; and (ii) Licensee and City shall pay, or settle, such amounts as set forth on the Final Settlement Statement (after review, audit, and agreement by Licensee). For purposes of clarity, to the extent Licensee has deposited/paid City more than is owing to Licensor, Licensor shall promptly refund any excess.

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EXHIBIT C – Fee Schedule per annual Event

Campus Location	Unit Cost/If Applicable
Stadium & Campus Rental Fee	$50,000 per Event
Stadium Cleaning Fees	Ranges from $1,000 - $3,200 per game/cleaning based on attendance
Janitorial Staff	$20/hr per staff
Operations Staff (Gameday Ops, Box Office Staff) Box Office Supervisor Volunteer Coordinator Operations Supervisor	$20/hr per staff $30/hr per staff for Overtime $40/hr $40/hr $40
Field Maintenance Staff Grounds Crew Supervisor	$25/hr $37.50/hr for Overtime $40
Field Maintenance Materials	Based on usage
Tents, Tables, Chairs, Equipment	Based on City agreement with contracted provider
Police Staff	$75/hr/staff
Fire & Medical Staff	$80/hr/staff
Security Staff	Based on City agreement with contracted provider
Stadium Scoreboard Operator	$50/hour
Scoreboard / Headshots Design	$85/hour
Administration fee	$250

City may pay upfront costs per their existing contracts and bill Licensee for reimbursement. For example, City may already have a contract for security services, cleaning and janitorial services and parties may mutually agree to have City pay existing contract and have Licensee reimburse City during the Final Settlement. Above fees are estimated average costs, true costs will be based off current agreements between City and vendor.

Police, Fire & Medical and Security staff are estimated average costs per staff/hr, true costs will be based off current security agreements with City's security provider and final staffing costs charged by Police and Fire. Police and Fire Departments will have final approval of how many staff they require per game/event.

If there are additional services, goods, materials, equipment or staff requested and utilized by Licensee for Event, City will invoice as part of the Final Settlement.

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EXHIBIT D – Flo Sports Agreement

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MEDIA RIGHTS AGREEMENT

This Media Rights Agreement (this "**Agreement**") is made and entered into the date the last party signs this Agreement (the "**Effective Date**"), by and between FloSports, Inc., a Delaware corporation with its headquarters at 979 Springdale Rd., Ste. 120, Austin, Texas 78702 (hereinafter referred to as "**FloSports**") and City of Surprise, a municipal corporation located at 16000 N Civic Center Plaza, Surprise, AZ, 85374 United States (hereinafter referred to as "**Rights Holder**"). This Agreement consists of this document, together with Attachments A (Event Schedule), B (Production and Delivery), C (Marketing and Promotion), and D (Other Terms and Conditions). This Agreement shall constitute a valid and binding agreement only upon execution by Rights Holder and FloSports.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FloSports and Rights Holder hereby agree as follows:

1. Event. This Agreement concerns the media production and distribution rights related to the event or series of events branded or generally described as Surprise Arizona College Baseball Events, and any re-named, substitute, or successor event or series owned by Rights Holder or to which Rights Holder holds the media rights covered by this Agreement (each an "**Event**" and collectively the "**Event**" or "**Events**" as the context herein requires). The Event includes all live performance or competition related to the Event at the site(s) or the venue(s) where the Event is held (each a "**Venue**" and collectively the "**Venue**"), including all interviews, backstage "behind the scenes," warmup, and "making of" activities. Without limiting the generality of the foregoing, the Event is specifically described in Attachment A to this Agreement. The staging of the Event as specified in Attachment A is a material obligation of Rights Holder under this Agreement.

2. Production. Except only for the Holdback (as defined below), FloSports has the exclusive right to record and produce audio and video of the Event (the "**Production**"). Any Production will meet the standards of Attachment B and be subject to the terms and conditions in this Agreement. FloSports may incorporate the Production into one or more produced live streams or broadcasts in any medium (the "**Programming**") and otherwise utilize according to the terms of this Agreement.

3. Distribution. Except only for the Holdback (as defined below), Rights Holder grants FloSports the exclusive right and license to distribute, transmit, exhibit, advertise, duplicate, promote, perform, live stream, broadcast, and otherwise exploit (the "**Distribution**") the Programming or portions thereof in the Territory (as defined below) during the License Period (as defined below) by all means and media now known or subsequently developed, on a live, delayed, or on demand basis. The Distribution right includes the right to reproduce and disseminate in any medium, the name, likeness, and voice of each person appearing in or connected with the Programming as well as Rights Holder's names and trademarks and those of any other entity associated with the Event and the Venue subject to Attachment E. Except as set forth in this section, FloSports will not use any of the foregoing as a direct endorsement of any product or other services.

4. Holdback. During the Exclusive License Period, Rights Holder shall not itself, and shall not authorize or permit any third party to, engage in any Production of the Event or Distribution of the Programming (including any footage in the Programming or shot in the Production of the Programming or at the Event) by any means (including but not limited to, broadcast/cable television, pay-per-view, wireless, internet streaming, and all forms of video on demand), regardless of the method of transmission, except as expressly permitted herein. Notwithstanding the foregoing, Rights Holder, participating schools and the PAC-12 Conference shall have the non-exclusive right to: (i) use short, edited sections of the Event which shall not exceed thirty seconds of any given game at the Event (a

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"**Clip**"), provided that Clips from an Event shall not exceed three minutes in aggregate, to promote Rights Holder, participating schools, or the PAC-12 Conference respectively, the Event, or the Programming on their respective official websites and official social media accounts; and (ii) the right to record the Event for internal use and use in Clips. Unless specifically permitted in a separate agreement between FloSports and the participating school or Pac-12 Conference, said footage, highlights, and clips may not be used in real-time or as a re-broadcast/full replay and must only be used for post-game productions. Rights Holder shall not be liable for any participating schools' or Pac-12 Conference's use of the Event footage, including, but not limited to, any intellectual property infringement, use of likenesses, names or other rights of publicity, the provision of the Event footage to the participating schools and the Pac-12 Conference, or the quality or format of the Event footage (collectively the "**Holdback**"). Notwithstanding the foregoing in this Section, under no circumstances shall the Rights Holder be responsible or liable for any violation of this Section for: (i) any third party Event attendees that engage in any Production of the Event (such as a fan that films all or a portion of the Event, but specifically excluding participating schools/teams and any other third party subject to Rights Holder's control such as credentialed media or Rights Holder's employees, contractors, or agents); or (ii) for any unauthorized reproduction or reposting of such Programming or the Clips by a third party (such as a third party who reposted an official participating school's Clip or any third party that posts an unauthorized Production from an Event).

5. Rights Fee. In consideration of the rights granted herein and Rights Holder's performance of its obligations hereunder (including but not limited to those in Attachments B and C), FloSports shall pay Rights Holder as follows (a "**Rights Fee**"):

a. a per Event Rights Fee after the conclusion of the last Event of each year:

2022:

Surprise Arizona College Baseball Tournament:
- $5,000 if 2 teams participate
- $7,000 if 4 teams participate in the Event

2023:

Surprise Arizona College Baseball Tournament:
- $5,000 if 2 teams participate
- $7,000 if 4 teams participate in the Event

Sanderson Ford College Classic - $8,000

2024:

Surprise Arizona College Baseball Tournament:
- $5,000 if 2 teams participate
- $7,000 if 4 teams participate in the Event

Sanderson Ford College Classic - $8,000

2025:

Surprise Arizona College Baseball Tournament:
- $5,000 if 2 teams participate

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- $7,000 if 4 teams participate in the Event

Sanderson Ford College Classic - $8,000

2026:

Surprise Arizona College Baseball Tournament:
- $5,000 if 2 teams participate
- $7,000 if 4 teams participate in the Event

Sanderson Ford College Classic - $8,000

b. Provided that Rights Holder is not in material breach under this Agreement, FloSports will pay 100% of the applicable Rights Fee thirty (30) days after receipt of (i) an invoice at ap@flosports.tv which Rights Holder may send no sooner than the conclusion of the last Event of the year, (ii) applicable insurance certificate per Attachment D (if any), and (iii) a fully completed W-9. In no event shall FloSports be responsible for any costs other than those agreed to hereunder.

6. Marketing and Promotion. The parties agree to promote the Programming by making the promotional efforts detailed in Attachment C.

7. Territory. Territory shall be defined as the world (the "**Territory**").

8. License Period. The license period with respect to the Distribution rights granted herein (as described in Section 3 of this Agreement) which shall be for perpetuity (the "**License Period**"). However, such Distribution rights shall be exclusive for five years from the date of each Event (the "**Exclusive License Period**") and thereafter non-exclusive.

9. Term. The term of this Agreement shall commence on the Effective Date and continue until the last Event hereunder.

10. Negotiation of Future Event Rights.

a. For the last 90 days of the Term, Rights Holder will not solicit or negotiate with any third-party concerning future Distribution of the Event and agrees to negotiate exclusively with FloSports regarding the extension or renewal of the media rights to the Event herein granted (the "**Exclusive Negotiation Period**"). If the parties fail to reach an agreement upon the terms and conditions of an extension or renewal of this Agreement during the Exclusive Negotiation Period, then Rights Holder may negotiate an agreement with a third party for the Distribution of the Event.

IN WITNESS WHEREOF, the parties have agreed and executed this Agreement as of the Effective Date:

FLOSPORTS, INC.

By: DocuSigned by: Phil Wendler 5F1E0A612535474...

Name: Phil Wendler

Title: SVP Global Rights Acquisition

CITY OF SURPRISE

By: DocuSigned by: Eric Boyles 955981F9DE77487... DocuSigned by: Kendra Pettis 4F7AC2B7326447C...

Name: Eric Boyles Kendra Pettis

Title: Procurement Manager & T Director

Approved as to Form

DocuSigned by: Hobie Wingard 7E39A646B45E493...

Hobie Wingard
Assistant City Att

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Attachment A (Event Schedule)

Event	Estimated Date(s)	Notes
Surprise Arizona College Baseball Tournament 2022	02/18/2022 - 02/21/2022	Event will consist of 2 teams and 4 games or 4 teams and 8 games. All teams will be Power 5 or Top 25 ranked teams.
Sanderson Ford College Classic 2023	02/17/2023 - 02/20/2023	Event will consist of 4 teams and 8 games. All teams will be from Power 5, Top 25 (as listed by NCAA/D1 Baseball) or the Non-Power 5 teams listed below
Surprise Arizona College Baseball Tournament 2023	02/24/2023 - 02/27/2023	Event will consist of 2 teams and 4 games or 4 teams and 8 games. All teams will be Power 5 or Top 25 ranked teams.
Sanderson Ford College Classic 2024	02/16/2024 - 02/19/2024	Event will consist of 4 teams and 8 games. All teams will be from Power 5, Top 25 (as listed by NCAA/D1 Baseball) or the Non-Power 5 teams listed below
Surprise Arizona College Baseball Tournament 2024	02/23/2024 - 02/26/2024	Event will consist of 2 teams and 4 games or 4 teams and 8 games. All teams will be Power 5 or Top 25 ranked teams.
Sanderson Ford College Classic 2025	02/14/2025 - 02/17/2025	Event will consist of 4 teams and 8 games. All teams will be from Power 5, Top 25 (as listed by NCAA/D1 Baseball) or the Non-Power 5 teams listed below
Surprise Arizona College Baseball Tournament 2025	02/21/2025 - 02/24/2025	Event will consist of 2 teams and 4 games or 4 teams and 8 games. All teams will be Power 5 or Top 25 ranked teams.
Sanderson Ford College Classic 2026	02/13/2026 - 02/16/2026	Event will consist of 4 teams and 8 games. All teams will be from Power 5, Top 25 (as listed by NCAA/D1 Baseball) or the Non-Power 5 teams listed below
Surprise Arizona College Baseball Tournament 2026	02/20/2026 - 02/23/2026	Event will consist of 2 teams and 4 games or 4 teams and 8 games. All teams will be Power 5 or Top 25 ranked teams.

The Event shall consist of NCAA Division I baseball games as detailed in the Notes section above for each Event.

Rights Holder shall determine the dates and times for the Events in Rights Holder's sole discretion. Said dates may be added to this Attachment A Schedule of Events administratively by Rights Holder without having to amend this Agreement in its entirety.

Non Power 5 Team List:

BYU, Dallas Baptist, Xaiver, East Carolina, University Of Houston, Wichita State University, Tulane University, Rice, Long Beach State, Cal State Fullerton, New Mexico State, University Of Central, Florida (UCF), UC Irvine, UC Santa Barbara, Cal Poly, Gonzaga, New Mexico, Nevada, San Diego State (Sdsu), Unlv, Fresno State , San Jose State, CSUN, UCSD, St. Mary's (SMC), UC Riverside, and UC Davis.

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Attachment B (Production and Delivery)

1. Production Standards. FloSports retains the right to determine Production standards and formats appropriate to the Event. FloSports has complete authority over the selection of announcers, commentators, and technical and other personnel utilized in connection with the Production. FloSports retains the right to use in-house audio produced at the Event in the Venue in the Programming. FloSports has the right to display its name, logos, and other trademarks on banners, equipment, and any platform or broadcasting booth used at the Venue, with Rights Holder's approval and subject to any existing sponsorship agreements between the Rights Holder and a third party sponsor. Rights Holder acknowledges that the Production and the success of the Programming will materially depend on Rights Holder's performance of its Production-related obligations in this Attachment B.

2. Programming Standards. FloSports retains the right to title or retitle the Programming, determine the length of the Programming, edit the Programming after the initial live stream and make such cuts and deletions as are necessary to make the Programming conform to FloSports' commercial format standards and practices (including the creation of multiple programs from the Programming) or as may be required by governmental authority.

3. Advertising Inventory. FloSports has the right to insert commercial and promotional inventory into the Programming. FloSports will be responsible for creating the format of the Programs including the placement of commercials (each a "**Commercial**"). FloSports will adhere to the NCAA Advertising Restrictions and thus, will not include any such advertisement in the Programming that (i) causes harm to student-athlete health, safety and welfare, (ii) brings discredit to the purposes, values or principles of the NCAA, or (iii) negatively impacts the best interests of intercollegiate athletics or higher education. Rights Holder will provide FloSports a list of all official sponsors of the Events and their appropriate categories at least 60 days prior to the Event. FloSports agrees not to include any direct placement Commercials that directly compete with Rights Holder's sponsors in these defined categories, unless approved in advance by Rights Holder in writing. For the avoidance of doubt, no such restrictions shall apply to programmatic ads which are Commercials sold via online marketplaces supported by artificial intelligence for the purpose of directed consumer marketing (i.e., not directly sold or controlled by FloSports). FloSports will provide Rights Holder with at least three (3) thirty second (:30) Commercials per game for destination marketing ads to be provided by the Rights Holder. All Rights Holder's Commercials must be provided to FloSports a minimum of two weeks prior to each Event in a format that meets the following specifications: (i) Video Format: MP4, (ii) Video Resolution: 1280x720, (iii) Max File Length: 30 seconds, and (iv) Max File Size: 5MB. FloSports reserves the right to approve Rights Holder Commercials, such approval not to be unreasonably withheld.

4. Venue. If known at the Effective Date, the Venue is identified on Attachment A. If not known at the Effective Date, Rights Holder agrees to provide written notice of the Venue to FloSports no later than 12 weeks in advance of the relevant Event. Rights Holder agrees not to change a Venue without providing a minimum of 12 weeks' advance written notice to FloSports, except for any circumstance where advance notice is not practicable, including, without limitation, for any Force Majeure event (as defined in Attachment D) or pursuant to any issued directive, mandate, order, or other requirement of a governmental or sports governing body. For purposes of example only, if Major League Baseball or the Cactus League require that no baseball games occur at the Surprise Stadium with less than 12 weeks' prior to an Event, the Rights Holder may change the Venue.

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5. Hosting Agreement. The parties acknowledge that Rights Holder's staging of the Event is dependent on a hosting agreement with Oregon State University (the "**Hosting Agreement**"). If the Hosting Agreement is not renewed or is subsequently terminated and Rights Holder cannot find a replacement host school, Rights Holder will not be obligated to deliver the affected Event, but all of FloSports' rights under this Agreement will survive.

6. Rights Holder's Production-Related Obligations.

a. At the Venue, Rights Holder will procure and provide the FloSports production team with: (i) a locked room for FloSports' equipment storage (For the avoidance of doubt, Rights Holder shall not be liable for any damage caused to or theft of FloSports' equipment while in the locked room); (ii) access to the Venue and a reasonable amount of time (generally expected to be at least 24 hours before and after the Event) for equipment load-in and load-out; (iii) a base of operations reasonably capable of supporting FloSports' Production that is reasonably close to the competition or activity in the Venue; (iv) priority camera locations and, where needed for desirable camera angles, platforms (FloSports may request, with at least 10 weeks' advance written notice, that the Rights Holder block specific seating for additional camera perspectives, and such determination will not be unreasonably withheld; FloSports agrees to minimize seating disruption as much as reasonably possible without sacrificing important camera perspectives); (v) the right to install, maintain and remove from the Venue and surrounding premises such wires, cables and equipment as are reasonably necessary for the Production (FloSports agrees such installations will not substantially interfere with the use or operation of the Venue or with any means of ingress or egress and will be properly secured and installed for safety of all individuals at the Venue; and, FloSports further agrees to adhere to all instructions of Right Holder staff related to safety and compliance with applicable laws, rules, and regulations and shall notify Rights Holder staff immediately if FloSports or its employees, agents, or officials become aware of any safety or compliance issue); (vi) sufficient parking access (without charge) so FloSports personnel can timely access the Venue; and (vii) sufficient credentials to enable the foregoing.

b. Contact Information. No later than 12 weeks in advance of the Event or as soon as practical after the later execution of this Agreement, Rights Holder will provide FloSports with phone and email contact information for (i) a Rights Holder representative who serves as the Event director or other person primarily responsible for leading the production of the Event and (ii) phone and email contact for a responsible party or parties at the Venue who FloSports may contact who will help with questions or concerns related to Venue access and Event Production.

c. Internet. Where the City network is available, Rights Holder will procure at its cost and provide (if available) FloSports with internet access and connectivity, with download and upload speeds of at least 10 Mbps per stream or field of play. In the instance that the City network is not available, FloSports will be responsible for procuring and providing internet. Any cost incurred by FloSports will be deducted from the Rights Fees for that year.

d. Power. Rights Holder will procure at its cost and provide FloSports with access to electrical power reasonably sufficient for the Production.

7. Staging of the Event. In addition to what is herein otherwise required under the terms of this Agreement, Rights Holder shall provide, or cause to be provided, at its sole cost and expense, the following: (i) all licenses and permits for the lawful staging and televising of the Event including specifically a registration to do business in the State/location in which the Event takes place, (ii) all wages, salaries, and/or other compensation, including without limitation any and all premiums, insurance, taxes, and other payments to the individuals performing services on behalf of Rights Holder

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(not inclusive of FloSports or any of its employees, agents, officials, or any tier of subcontractor used in the performance of this Agreement), (iii) any athletic commission fees and taxes related to the Event, or any other State or Federal fees related to promoting the Event, (iv) any and all expenses related to the Event that are not designated as the responsibility of FloSports in this Agreement, and (v) any and all labor fees, union fees, and any fees that are charged by the Venue related to the Event.

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Attachment C (Marketing and Promotion)

1. FloSports' Marketing Obligations. FloSports agrees to promote the Programming in a manner reasonably designed for the commercial success of the Distribution. FloSports hereby grants to Rights Holder the right to use FloSports' name and trademarks solely in connection with Rights Holder's promotional obligations and as embodied in the Programming.

2. Rights Holder's Marketing Obligations. Rights Holder agrees to promote the Programming by making at least the following promotional efforts:

a. Rights Holder will make an announcement of FloSports' Distribution of the Event subject to FloSports approval, such approval not to be unreasonably withheld; and

b. Rights Holder will discuss in good faith and mutually agree to a referral marketing plan for the Programming that will at a minimum include a prominent image that links to the FloSports Event web page (image and link to be timely provided by FloSports):

i. clear and visible in a prominent position on its homepage, schedule pages, and any other owned, operated, or controlled web pages associated with the Event (on desktop and mobile versions and specifically including any third-party scheduling, results, or statistics web pages);

ii. in a minimum of three posts per Event on each of Rights Holder's social media platforms, including but not limited to Facebook, Instagram, and Twitter;

iii. will inquire into each participating school to include a prominent image on its schedule page that links to the FloSports' Event page (but the Right's Holder cannot guarantee that the participating schools will include such images or links and will not be responsible or liable for any refusal or failure of such participating schools to include the images and/or links);

iv. shared with Event participants with Rights Holder's encouragement to support FloSports' Distribution of the Event on their social media platforms; and

v. in at least one email blast per Event to its email database specific to Surprise Stadium.

c. Rights Holder will provide the following on-site activation at the Venue:

i. public address announcement promoting FloSports' Distribution of the Event;

ii. display of a broadcast visible banner provided at FloSports' cost;

iii. two 30 second spots on all video signage (e.g., jumbotron, internal video network, etc.); and

iv. the right to distribute approved marketing materials (such approval not to be unreasonably withheld).

d. Without limiting the specificity of other provisions in this Attachment C, Rights Holder will incorporate FloSports' Distribution (including images that link to the FloSports Event web

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page when possible) into its promotion of the Event anywhere Event sponsors or tune-in information is included.

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Attachment D (Other Terms and Conditions)

1. Representations, Warranties and Covenants.

a. Rights Holder represents, warrants, and covenants to FloSports that: (i) Rights Holder has the full power and authority to make and perform this Agreement; (ii) Rights Holder has all rights necessary to its grant of rights to FloSports in this Agreement; (iii) the making and performance of this Agreement by Rights Holder does not violate any agreement with any third party; (iv) Rights Holder has fully paid and discharged all claims and rights with respect to the use, Distribution, performance, and exploitation of the Event and Programming, and FloSports exploitation of the rights herein acquired and exercised pursuant to the terms of this Agreement does not and will not infringe on or violate the rights of any third party; (v) Rights Holder shall, upon request by FloSports, provide FloSports with copies of all agreements between Rights Holder and any party associated with the Event or the Programming that affects FloSports' rights and obligations hereunder, to the extent there are no confidentiality obligations by the Rights Holder over such agreements; (vi) the Event is sanctioned by all necessary sports organizations and/or authorities having jurisdiction over it and will be conducted according to all applicable rules and regulations of such organizations and authorities; (vii) Rights Holder will not authorize or permit any other Production, exhibition or Distribution of the Event by any medium in any manner or by any means unless stated in the Agreement; and (viii) Rights Holder's performance of its obligations under this Agreement shall not violate any law or regulation.

b. FloSports represents, warrants, and covenants to Rights Holder that: (i) FloSports has the full power and authority to make and perform this Agreement; (ii) the making and performance of this Agreement by FloSports does not violate any agreement with any third party; and (iii) FloSports' performance of its obligations under this Agreement shall not violate any law or regulation.

2. Indemnification.

a. FloSports will indemnify, defend, and hold harmless Rights Holder and each council member, officer, board, commission, officer, official, employee, or agent thereof from any and all claims, costs, liabilities, judgments, expenses, or damages (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings)) arising out of (i) any breach or alleged breach of this Agreement by FloSports, or by any of its officers, managers, agents, or employees; (ii) the negligent or willful acts or omissions of work or professional services of FloSports, or by any of its officers, managers, agents, employees, or any tier of subcontractor in the performance of this Agreement; and (iii) any claim or alleged claim of infringement, misappropriation, or misuse of any third party intellectual property rights (including, without limitation, copyrights, trademarks, trade secrets, and patents), which directly results from or arise out of material added to the Programming by FloSports.

b. Rights Holder will indemnify, defend, and hold harmless FloSports, its officers, directors, employees, owners, and agents from any and all claims, costs, liabilities, judgments, expenses, or damages (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings)) arising out of (i) any breach or alleged breach of this Agreement (including without limitation any claim by a third party that the exercise of the rights of a party to this Agreement in accordance with its terms infringes that third party's rights) by Rights Holder or by any of its officers, directors, agents, or employees or (ii) any accident, illness, injury, death, and/or damages to FloSports' employees, customers, invitees, or to other persons or property during the Production(s) at the Venue and which directly results from or arise out of Rights Holder's negligent or willful acts or omissions.

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c. In any case in which indemnification is sought: (i) the party seeking indemnification (the "**Indemnitee**") shall give the indemnifying party (the "**Indemnitor**") prompt notice of any matter giving rise to the indemnification claim; (ii) Indemnitor shall have the right to assume the defense of any claim or litigation to which its indemnity applies and Indemnitee will cooperate fully with Indemnitor in such defense at Indemnitor's cost; (iii) settlement may not be entered without the consent of Indemnitee, which shall not unreasonably be withheld; (iv) if Indemnitor fails or refuses to assume the defense of the matter (whether or not suit has formally been brought), in addition to other remedies available to Indemnitee, Indemnitor shall be responsible for payment of any settlement reached by Indemnitee as well as related costs and expenses (including reasonable attorneys' fees) incurred by Indemnitee in defending the matter and reaching settlement; and (v) in no case shall any settlement, compromise, or limitation implicate rights, obligations, or property beyond the subject matter of this Agreement.

d. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

e. The rights and obligations set forth in this Section shall survive the termination or expiration of this Agreement.

3. Insurance Requirements.

a. So long as this Agreement shall be in effect, each party shall obtain and maintain, at no cost to the other party, at least the following types and amounts of insurance coverage issued by insurance companies with a Best's Rating of no less than A-VII: Commercial General Liability with limits no less than $1,000,000.00 for each occurrence and $2,000,000.00 in the aggregate, including bodily injury, property damage, personal and advertising injury, and products-completed operations, which policy will include contractual liability coverage insuring the activities of the policy holder under this Agreement.

b. All policies required above will include, or be endorsed to include, the following provisions: (i) provide that such insurance carriers give the benefitting party at least 30 days' prior written notice of material change or non-renewal of policy coverage and at least 30 days' prior written notice of cancellation due to non-payment of premiums; (ii) provide that such insurance (excluding Worker's Compensation) be primary insurance and any similar insurance in the name of and/or for the benefit of the benefitting party shall be excess and non-contributory; (iii) name the benefitting party and the benefitting party's licensees, assigns, and affiliated companies, as additional insureds (the "**Additional Insureds**"), excluding Worker's Compensation; and (iv) waive any right of subrogation of the insurers against the Additional Insureds.

c. Each party shall provide the benefitting party with a certificate of liability insurance for all terms noted (ACORD form or equivalent) as required by this Agreement and all endorsements described in subsection (b) above. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

4. Intellectual Property and Copyright.

a. Rights Holder shall own the copyright in and to the Programming. FloSports is granted the right to enforce its exclusive licenses and rights within the scope of its exclusivity (set forth in Sections 2, 3, and 8 of the Agreement) and, to the extent such grant does not provide FloSports standing to enforce such licenses and rights, Rights Holder hereby assigns to FloSports a non-exclusive

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right to enforce its copyright in the Programming for the sole purpose of removing infringing content on third party platforms.

b. FloSports shall own the copyright to any other content created or produced by FloSports in accordance with the terms of this Agreement (the "**Derivative Work**"). Rights Holder shall grant to FloSports a royalty free license to use any Derivative Work in any and all media now known or hereafter invented without time or territorial restriction, including, without limitation, for marketing and advertising purposes. Such license shall survive the expiration or termination of this Agreement.

5. Force Majeure.

a. If the staging, Production or Distribution of the Event is prevented, or cancelled due to any act of God or for any reason beyond the control of FloSports or Rights Holder (including, without limitation: acts of the public enemy; war; acts of terror; hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics, including without limitation, the COVID-19 pandemic; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; or events or obstacles resulting from a governmental authority's or sports governing body's response to the foregoing; requirements or directives from sports governing bodies, such as Major League Baseball or the Cactus League, related to the foregoing), then neither party will be obligated in any manner to the other with respect to such Event (including without limitation payment of a Rights Fee pertaining to such Event), but all other rights the parties may have in this Agreement will remain in full force and effect.

b. If, instead of cancellation or prevention, the Event is postponed, delayed, or the quality of the Event is materially impaired, then FloSports may elect to distribute such Event on its rescheduled date according to the terms of this Agreement, or to not distribute the rescheduled Event, in which case FloSports will not be obligated in any manner to Rights Holder with respect to the impacted Event (including payment of any Rights Fee pertaining to such Event), but all FloSports' remaining rights in this Agreement will survive.

c. Should FloSports elect to not cover a postponed, delayed, or otherwise rescheduled Event, Rights Holder shall have: (i) the exclusive, delegable right to record and produce audio, video and other material of based on the Event and (ii) the exclusive, delegable right to distribute said Programming of the rescheduled Event or portions thereof in the Territory by all means and media now known or subsequently developed, on live, delayed, or on demand basis. FloSports shall provide Rights Holder with at least 72 hours' notice before a postponed, delayed, or otherwise rescheduled Event if FloSports will be covering that Event.

6. Applicable Law; Venue; Remedies. This Agreement shall be governed by and interpreted and enforced in accordance with the internal laws of the Arizona without regard to conflicts of laws principles that may require application of other law. Any dispute arising hereunder shall be heard in the state or federal courts located in Maricopa County, Arizona, and both parties consent to the jurisdiction of such courts. In any proceeding brought by either party against the other, the prevailing party shall be awarded its reasonable attorneys' fees and other costs of suit.

7. Limitation of Liability. FloSports shall not seek, and hereby irrevocably waives, any and all monetary damages, whether direct, consequential, indirect, or punitive, as a consequence, or arising from, this Agreement or its breach, except as otherwise described in this Agreement. This

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paragraph does not waive or affect either party's remedies in cases of fraud or intentional torts. IN NO EVENT SHALL RIGHTS HOLDER BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFIT OR LOST OPPORTUNITY. Notwithstanding the foregoing, FloSports may seek specific performance or injunctive relief or may seek direct damages capped at the total amount of $150,000 for any breach of this Agreement.

8. Nature of Rights. Rights Holder acknowledges and agrees that the exclusive media rights to the Event that are granted to FloSports under the terms of this Agreement are unique and special, and that a breach or threatened breach by Rights Holder of such rights would give rise to irreparable harm to FloSports for which monetary damages would not be an adequate remedy. Therefore, Rights Holder further acknowledges and agrees that if such a breach or threatened breach by Rights Holder occurs, FloSports will, in addition to any and all other rights and remedies that may be available to it, be entitled to seek injunctive relief from a court of competent jurisdiction, without requirement to post a bond or other security. Rights Holder agrees it will not challenge the propriety of injunctive relief consistent with the terms of this Section.

9. Assignment. This Agreement may not be assigned by either party without the consent of the other party and shall be binding on each party's respective successors and assignees.

10. Relationship of the Parties. The relationship of the parties is that of independent contractors with respect to one another and nothing in this Agreement creates any partnership, joint venture, agency, or fiduciary relationship between the parties.

11. Notices. Unless otherwise provided, all notices or communications required or permitted to be given shall be in writing and shall be delivered: (i) personally or sent certified or registered mail, postage prepaid to the addresses in the definitions of FloSports and Rights Holder above; or (ii) emailed to FloSports at legal@flosports.tv and to Rights Holder at joe.bertoletti@surpriseaz.gov. Notices shall be deemed effective on hand delivery or on the date sent if sent by email, or certified or registered mail. Addresses may be changed in the manner provided for notices.

12. Termination. This Agreement may be terminated at any time prior to the end of the Term:

a. By mutual written consent of Rights Holder and FloSports;

b. By either party by written notice to the other if there has been a material breach, including of any representation, warranty, or covenant, and that breach has not been cured within 10 days of the breaching party's receipt of written notice of such breach; or

c. Either party may terminate this Agreement upon 60 days' written notice to the other party in the event that a third party breaches a contract with Rights Holder that will materially alter the value or performance of this Agreement. In any such case, parties agree to enter a 30 day good faith negotiation period around a reduced Rights Fee for the remainder of the Term of this Agreement.

13. Confidentiality. The parties agree to treat Section 5 (the Rights Fee) of this Agreement as confidential and agree to undertake whatever measures are reasonably necessary to prevent disclosure to third parties unless: (a) disclosure is required by law, (b) written consent of the other party is obtained, (c) the information is lawfully disclosed to a party by a third party without any confidentiality obligation, (d) the information is or becomes part of the public domain through no fault or action of a party, (e) the information is independently developed or otherwise discovered by the

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party separate from activities undertaken pursuant to this Agreement, or (f) is in the party's possession prior to disclosure by the other party. Notwithstanding the foregoing, each party may disclose the terms and conditions of this Agreement to its respective attorneys, accountants and other agents in the ordinary course of business, in each instance subject to appropriate confidentiality agreements or obligations.

14. Open Public Records Laws. Notwithstanding any provisions of this Agreement regarding confidentiality (Section 13 of Attachment D), secrets, or protected rights, FloSports acknowledges that all documents provided to Rights Holder may be subject to disclosure by laws related to open public records. Consequently, FloSports understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event Rights Holder receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by FloSports, Rights Holder agrees to provide FloSports with notice of that request. Within ten (10) days of such notice, FloSports must inform Rights Holder in writing of any objection by FloSports to the disclosure of the requested information. Failure by FloSports to object timely will waive FloSports' ability to object under this section and will waive any remedy against Rights Holder for disclosure. In the event FloSports objects to disclosure within the time specified, FloSports agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. Furthermore, FloSports agrees to indemnify and hold harmless Rights Holder from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending Rights Holder in any legal action and payment of any penalties or judgments assessed against Rights Holder. This provision will survive the termination of this Agreement.

15. Conflicts of Interest. A.R.S. § 38-511 is applicable to this Agreement and this Agreement may be terminated in accordance therewith.

16. Entire Agreement; Amendment; Counterparts. This Agreement and its attachments contain the complete understanding of both parties, and supersedes all prior agreements, written and oral, pertaining to its subject matter. This Agreement cannot be modified or amended, and terms hereof cannot be waived, except by a written instrument signed by both parties. Parties agree that neither has relied on any statement, representation, warranty or agreement of the other, except those specifically contained in this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Electronic PDF signatures shall be as effective as originals.

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Attachment E (Trademark Use Limitation)

Any display of name, logos, and other trademarks by FloSports is subject to all rules set by Major League Baseball (MLB) as revised, herein incorporated by this reference.

Any display of name, logos, and other trademarks by FloSports is subject to all rules set by the National Collegiate Athletic Association (NCAA) as revised, herein incorporated by this reference.

Any display of name, logos, and other trademarks by FloSports is subject to all rules set by the Pacific 12 Conference (Pac-12) as revised, herein incorporated by this reference.

Any display of name, logos, and other trademarks by FloSports is subject to all existing agreements that Rights Holder has entered into prior to this Agreement, herein incorporated by this reference, including, but not limited to, any agreements with the Texas Rangers and the Kansas City Royals.

Conflict with any rules or existing agreements will result in the removal of and/or prevention of the display of name, logos, and other trademarks by FloSports, where applicable. Rights Holder may request and FloSports shall remove all violating materials in accordance with this Agreement and these restrictions. FloSports shall indemnify, defend, and hold Rights Holder, its employees, officers, officials, agents, volunteers, and contractors harmless for any intellectual property infringement resulting from the display of names, logos, and other trademarks herein.

Any such permitted display under this Agreement is limited exclusively to the Event, except as otherwise permitted in writing by Rights Holder. Nothing herein grants FloSports the right to display any name, logos, or other trademarks at any other time during or outside of the Term other than during the dates of the Event (except as embodied in the Programming).

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EXHIBIT E – Aramark Commissions Memo

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SURPRISE
ARIZONA

SPORTS & TOURISM DEPARTMENT
CITY OF SURPRISE
15960 N BULLARD AVE
SURPRISE, AZ 85374
T. 623·222·2800

Memo

To: Danny Tabuchi - Aramark

From: Kendra Pettis - City of Surprise

Date: 5/6/2025

Re: Memo of Understanding – Commission Agreement

This memorandum serves to confirm an existing agreement between the City of Surprise Sports and Tourism Department and Aramark Food Services and Facility Management regarding the commission structure for non-Spring Training events at Surprise Stadium.

In May of 2025, the City of Surprise Sports and Tourism Department, REV Entertainment and Aramark mutually agreed to adjust the commission rate for Aramark's sales during the College Baseball Tournament presented by REV Entertainment for the events taking place in February 2026 - 2028.

Concession Sales (including Suites):
$1 to $230,000 = City to receive 15% Commissions
$230,001 and over = City to receive 20% Commissions (on the increment)

Merchandise Sales:

- REV Entertainment will purchase all College Baseball merchandise.
- Aramark will sell College Baseball merchandise in the Spring Training Merchandise Shops during the College Baseball Tournament.
- City to receive 90% Commissions on all merchandise sales (after credit card fees).

The parties below agree to the above terms.

DocuSigned by:
Kendra Pettis
4F7AC2B7326447C...
5/23/2025 | 11:13 AM MST Kendra Pettis — Director - Sports and Tour
City of Surprise

DocuSigned by:
Danny Tabuchi
EB9CD450B6264EC...
5/23/2025 | 14:12 PM EDT Danny Tabuchi — General Manager
Aramark

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EXHIBIT F – Surprise Stadium Safety & Security Policies

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Surprise Stadium Safety & Security Rules & Regulations

In order to provide a safe and enjoyable atmosphere for our guests, the following will be enforced:

- Smoking is not allowed inside any area of the stadium (per Provision Chapters 9.29.404/9.29.050).
- Firearms or deadly weapons are prohibited.
- Resale of any tickets within 200 feet of any public entrance is prohibited (ARS 13-3718).
- Animals are not permitted, with the exception of certified service animals for guests with disabilities.
- No one is allowed on the field of play without proper credentials; such action will result in automatic ejection and subject to arrest.
- All strollers and diaper bags must be accompanied by a child.
- Gates will open approximately 1 ½ hours prior to event time. Times may vary by event.
-

The following items are prohibited from being brought into the stadium:

- No coolers, ice chests or glass containers.
- No lawn or legged chairs.
- No alcoholic beverages.
- All items being brought into the stadium must be able to fit under a standard stadium seat, and are subject to search and inspection.

Backpacks/Bags:

In an effort to enhance public safety, Surprise Stadium has modified its security policy by limiting the size and style of bags allowed in the stadium.

Approved Bags:

- Clear Tote - plastic, vinyl and do not exceed 12" x 6" x 12"
- Small Clutch Purse - No larger than 5" x 8" with or without a handle or strap.
- Plastic Storage Bag - Clear, one (1) gallon, re-sealable

Exceptions will be made for medically necessary items or single compartment diaper bags (child must be present). Please limit the number of items you bring to the stadium on event days.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026
Contact Person: Adam Lane
Submitting Department: Human Svcs and Comm Vitality
District: Citywide
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of Amendment No. 3 to the intergovernmental agreement with Maricopa County for Homeless Outreach and Navigation Services; Resolution 2026-57.

Motion:
I move to approve Resolution #2026-57.

Background:
The City and County entered into Intergovernmental Agreement (IGA) #C-22-24-050-X-01 on January 10, 2024, to establish a collaboration between the parties to reduce homelessness in the Agua Fria Wash. The City of Surprise, along with other West Valley cities, collaborate with Maricopa County by providing funding for Street Outreach Case Workers that assist unsheltered individuals in finding resources and ultimately transition into permanent housing. Homeless outreach and navigation services are critical to the City's economic health. A strategic investment and partnership with Maricopa County enhances homeless services for Surprise.

Amendment No. 1 to the agreement extended the term through June 30, 2025. Amendment No. 2 to the agreement extended the term through June 30, 2026, and revised Section 2.0 expanding the program to all West Valley communities.

Objective Analysis:
Amendment No. 3 will extend the term through June 30, 2027. This allows the City to continue partnering with Maricopa County in providing valuable resources and assistance to unsheltered individuals with the goal of helping them transition to permanent housing.

Policy Compliant:
This item is compliant with City and Council policies.

Financial Impact:
The total City of Surprise contribution for the funding five (5) Street Outreach Case Manager positions will not exceed $50,000 annually.

Budget Impact:

The HSCV Department and the Police Department will be sharing the expense of this contract with $28,500 from HSCV's general fund and the remaining $21,500 from the Police Department RICO funds. The budget authority is included in both departments' FY27 operating budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2026-57
2. Exhibit A - Amendment No. 3
3. Prior Year Amendment No. 2
4. Prior Year Amendment No. 1
5. Original IGA C-22-24-050-X-01

RESOLUTION # 2026-57

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR HOMELESS OUTREACH AND NAVIGATION SERVICES.

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

WHEREAS, homeless outreach and navigation services are critical to the City's economic health, are a strategic investment, and the partnership with the County will enhance homeless services for the City;

WHEREAS, the City and the County entered into the Intergovernmental Agreement #C-22-24-050-X-01, on January 10, 2024, (the "IGA"), which purpose is to establish a collaboration between the parties to reduce homelessness in the Agua Fria Wash, generally known as the "Hand in Hand" program;

WHEREAS, the City and the County entered into Amendment No. 1 to the IGA on or about July 24, 2024, to extend the term through June 30, 2025, and to provide the County funding for the extension term, Fiscal Year 2025 (FY25), in the amount of $50,000 for program service delivery;

WHEREAS, the City and the County entered into Amendment No. 2 to the IGA on or about June 12, 2025, to extend the term from July 1, 2025, through June 30, 2026, and provide the County funding for the extension term, Fiscal Year 2026 (FY26), in the amount of $50,000 for program service delivery. Amendment No. 2 also expanded the Hand in Hand program from the Agua Fria Wash to homelessness in West Valley communities generally, which includes the Agua Fria Wash;

WHEREAS, the City and the County desire to enter into Amendment No. 3 to the IGA in order to extend the term from July 1, 2026, through June 30, 2027, and provide the County funding for the extension term, Fiscal Year 2027 (FY27), in the amount of $50,000 for program service delivery;

WHEREAS, Amendment No. 3 will also revise and replace Paragraph 15.0 (General Liability Insurance Exception); and

WHEREAS, all other terms and conditions of the IGA and Amendments Nos. 1 and 2 remain in full force and effect except as amended by Amendment No. 3.

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

Section 1. Amendment No. 3 to the Intergovernmental Agreement between the City of Surprise and Maricopa County, attached as *Exhibit A* and incorporated herein by reference, 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 Intergovernmental Agreement.

APPROVED AND ADOPTED this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

RESOLUTION # 2026-57
EXHIBIT A

AMENDMENT NO 3. TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY

AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE CITY OF SURPRISE

I. Maricopa County ("County"), administered by its Human Services Department, entered into a financial Intergovernmental Agreement ("Agreement") with the City of Surprise ("City") on or about January 10, 2024. The City and the County collectively are referred to as the "Parties." The purpose of this Agreement is to establish a collaboration between the Parties focused on a strategy to reduce homelessness in Maricopa County's West Valley communities, adjacent to wash and canal areas, through the County's "Hand in Hand" Program (the Program). The City of Surprise, Sun City, Sun City West, Waddell, Wittmann, Town of Youngtown and City of El Mirage (Subregional Partners) are committed to providing outreach teams with needed resources to assist individuals who are unsheltered to transition into permanent housing.

The Parties fully executed Amendment No. 1 on or about July 24, 2024. The Amendment extended the Agreement term through June 30, 2025, and provided the County funding for the extension term, Fiscal Year 2025 (FY25), in the amount of $50,000 for Program service delivery. The Amendment also updated the County point of contact in Section 10.0 (Notices).

The Parties fully executed Amendment No. 2 on or about June 12, 2025. The Amendment extended the Agreement term through June 30, 2026, and provided the County funding for the extension term, Fiscal Year 2026 (FY26), in the amount of $50,000 for Program service delivery. The Amendment also updated the responsibilities of the Parties in Section 8.0, the County point of contact in Section 10.0 (Notices), revised and replaced Section 15.0 (General Liability Insurance Exception) and added required sections to the agreement at Sections 24.0 through 28.0.

II. The Parties agree to enter into this Amendment No. 3 to amend the Agreement as follows:

A. Extend the Agreement term identified on page 1 of the Agreement, in accordance with Section 4.0 Amendments, from July 1, 2026, through June 30, 2027, Fiscal Year 2027.

B. As identified in Section 5.0 Funding, revise Attachment A: Budget to provide the County funding for Fiscal Year 2027 in the amount of $50,000, as attached to this Amendment No. 3 and incorporated herein by reference.

C. In Section 10.0 (Notices), update County point of contact for the Agreement as follows:

<u>County:</u>
Name: Erin Cochran
Title: Homeless Initiatives Program Supervisor
Maricopa County Human Services Department

234 N Central Avenue, Suite 3000
Phoenix, AZ 85004
Telephone: 602-372-0731
Email: erin.cochran@maricopa.gov

D. Revise and replace Section 15.0 (General Liability Insurance Exception) with the following:

15.0 INSURANCE

15.1 Each Party is a public entity and shall provide the other Party with a Certificate of Self-Insurance equal to the types and amounts specified below:

General Aggregate	$3,000,000
Each Occurrence Limit	$1,000,000

15.2 Within ten (10) calendar days following execution of this Agreement, each Party shall provide the other Party in accordance with Section 10.0 (Notices), with valid and complete Certificate(s) of Insurance, or formal endorsements as required in the form provided by the other Party, as evidence that policies providing the required coverage, conditions and limits as required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.

15.2.1 In addition to the above, the City shall provide a copy by mail to the following and Certificate holder shall be identified as:
Mail COI to:
Maricopa County
c/o Risk Management
301 W Jefferson St., Suite 910
Phoenix, AZ 85003

15.2.2 In addition to the above, the County shall provide a copy by mail to the following and Certificate holder shall be identified as:
Mail COI to:
City of Surprise Risk Management
Attn: Digger Oster
16000 Civic Center Plaza
Surprise, AZ 85374

15.3 Cancellation and Expiration Notice:

15.3.1 Applicable to all insurance policies required within the insurance requirements of this contract, the City's insurance shall not be permitted to expire, be suspended, and/or be canceled, without 30 days prior written notice to Maricopa County. Such notice shall be sent directly to Maricopa County Human Services Department, Workforce Development Division and shall be mailed, or hand delivered to 234 N. Central Avenue, Phoenix Suite 3000, AZ 85004, or emailed to the Human Services representative noted in the Contract.

15.3.2 Applicable to all insurance policies required within the insurance requirements of this contract, the County's

insurance shall not be permitted to expire, be suspended, and/or be canceled, without 30 days prior written notice to the City. Such notice shall be sent directly to:

City of Surprise Risk Management
Attn: Digger Oster
16000 N. Civic Center Plaza
Surprise, AZ 85374

And

City of Surprise
Human Service & Community Vitality Department
Attn: Seth Dyson
16000 N. Civic Center Plaza
Surprise, AZ 85374

III. Section II above contains all the changes made by this Amendment No. 3. The Agreement is amended to incorporate the changes contained in this Amendment No. 3. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 3 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. 3 on their behalf, and it shall be effective upon approval and signature by both Parties.

[Signatures contained on the following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 3:

APPROVED BY:

CITY OF SURPRISE

Kevin D. Sartor Date
Mayor

Attestation:

Kristi Passarelli Date
City Clerk

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 3 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Jeffrey Murray, City Attorney Date

APPROVED BY:

MARICOPA COUNTY

Kate Brophy McGee Date
Chair, Board of Supervisors

Attestation:

Juanita Garza Date
Clerk of Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 3 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Deputy County Attorney Date

ATTACHMENT A: BUDGET

Fiscal Year 2027

HAND IN HAND- SURPRISE - ANNUAL BUDGET				
NUMBER OF POSTIONS	**POSITION TITLE**	**SALARY PER POSITION**	**TOTAL SERVICE COST**	**CITY OF SURPRISE COST**
5	Street Outreach Case Managers	$59,690.20	$298,451.00	$50,000

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

I. Maricopa County ("County") administered by its Human Services Department and the City of Surprise ("City") fully executed a financial Intergovernmental Agreement ("Agreement") on or about January 10, 2024. The purpose of the Agreement is to establish a collaboration between the Parties to reduce homelessness in Maricopa County through the County's "Hand in Hand" program (the Program). Program outreach will include a combination of case management, coordination with municipal entities, workforce and mental health care connections and substance use support. Under the Agreement, the City provides funds to the County for program service delivery. The Agreement term is November 1, 2023, through June 30, 2024. The County and the City collectively are referred to as the "Parties" and individually as the "Party."

The Parties fully executed Amendment No. 1 on or about July 24, 2024. The Amendment extended the Agreement term through June 30, 2025, and provided the County funding for the extension term, Fiscal Year 2025 (FY25), in the amount of $50,000 for Program service delivery. The Amendment also updated the County Point of contact in section 10.0 Notices.

II. The Parties now agree to enter into this Amendment No. 2 to amend the Agreement as authorized by Section 4.0 (Amendments). The Amendment No. 2 addresses the following items:

A. Extend the Agreement term from July 1, 2025, through June 30, 2026.

B. Revise Section 2.0 (Purpose), by removing Subparagraph 2.1 in its entirety and replacing it with the following:

2.1 The purpose of this Agreement is to establish a collaboration between the Parties focused on a strategy to reduce homelessness in the West Valley communities, including the Agua Fria Wash, through the County's "Hand in Hand" Program (Program). The City of Surprise, Sun City, Sun City West, Waddell, Wittmann, Town of Youngstown and City of El Mirage (Subregional Partners) are committed to provide outreach teams with needed resources to assist individuals who are unsheltered to transition into permanent housing.

C. Revise Section 5.0 (Funding) to amend the Agreement as follows:
The City shall provide the County with $50,000 defined in Attachment A, Budget for the Agreement term.

D. Revise Section 8.0 (Responsibilities of Organizations), by removing it in its entirety and replacing with the following:

8.0 RESPONSIBILITIES OF ORGANIZATIONS

8.1 <u>The County shall:</u>

8.1.1 Assign outreach staff, either County staff or contracted agency staff to:

8.1.1.1 Provide outreach 7 days a week, a minimum of 8 hours a day.

8.1.1.2 Collaborate with homelessness service agencies and other local partners to coordinate services for clients.

8.1.1.3 Complete information in HMIS (Homeless Management Information System).Ensure demographic data is entered on all persons contacted, and all activities assisted with under this Program in accordance with the local HMIS standards on data collection. Outreach staff must also enter latitude and longitude to log location where individuals were contacted.

8.1.1.4 Utilize the Continuum of Care (COC) Community Adopted Best practices as a guide for core competencies and service delivery.

8.1.1.5 Ensure activities are designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Component services generally consist of:

8.1.1.5.1 Engagement

8.1.1.5.1.1 Activities to locate, identify and build relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support, intervention, and connections with homeless assistance programs or mainstream social services and housing programs.

8.1.1.5.1.2 These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

8.1.1.5.2 Case management

8.1.1.5.2.1 Assessing housing and service needs, and arranging, coordinating, and monitoring the delivery of individualized services.

8.1.1.5.2.2 Eligible services and activities are as follows: using coordinated entry; conducting the initial evaluation, including verifying and documenting eligibility; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

8.1.1.5.2.3 These services may be provided to clients staying in shelter via hotel or other shelter service provider within the designated service area.

8.1.1.5.3 Transportation

8.1.1.5.3.1 The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible.

8.1.1.5.4 Administration of flex funds

8.1.1.5.4.1 Flexible spending account funds must be for the purpose of clients obtaining or retaining housing and/or eliminate barriers in obtaining or retaining housing. Priority given to clients currently sleeping outdoors and not in shelter.

8.1.1.5.4.2 Flex funds can be administered with up to $5,000 per household per year.

8.1.1.5.4.3 Expenditures can include any of the following items (any items not

on this list must receive prior approval from Maricopa County before purchase):

8.1.1.5.4.3.1 Hotel stays

8.1.1.5.4.3.2 Diversion to another sheltered location (bus ticket to family, friend in another jurisdiction or state.)

8.1.1.5.4.3.3 Legal fees for prior legal judgements or expunging legal judgements.

8.1.1.5.4.3.4 Vehicle repairs or vehicle payments to prevent loss of employment.

8.1.1.5.4.3.5 Housing search and placement.

8.1.1.5.4.3.6 Rental application fees (when charged by the owner to all applicants.)

8.1.1.5.4.3.7 Security deposits (no more than two month's rent.)

8.1.1.5.4.3.8 Rent for the last month of a lease agreement.

8.1.1.5.4.3.9 Utility deposits (when required by utility company for all customers.)

8.1.1.5.4.3.10 Moving and storage costs for up to three months.

8.1.1.5.4.3.11 Costs associated with pet rent, pet fees and/or pet related costs that are a barrier to housing or shelter services.

8.1.1.5.4.3.12 Service Eligibility

8.1.1.5.4.3.13 Other housing related costs that are a great burden or barrier to remaining sheltered (household furniture like a mattress, cookware); these must be approved in writing by Maricopa

County Homeless Initiatives staff.

8.1.1.5.4.3.14 Other items must be approved in writing by Maricopa County.

8.1.2 Assign County Coordinator to be the primary liaison with City officials, local designees, and the street outreach team to effectively execute the Program. The Coordinator will:

8.1.2.1 Work with local designees to coordinate services with local emergency services, parks and recreation, libraries, and other departments as outlined by the City.

8.1.2.2 Act as a point of contact for the County to respond to escalated issues.

8.1.2.3 Coordinate regular case conferencing meetings to improve service delivery of clients experiencing homelessness.

8.1.3 Provide the City with reports on a monthly basis on the 30th of the month for the previous month of activities containing the following data metrics:

8.1.3.1 Summary of services provided:

8.1.3.1.1 Outreach

8.1.3.1.1.1 Total number of unduplicated contacts

8.1.3.1.1.2 Total number of unduplicated clients engaged in the program

8.1.3.1.1.3 Total number of positive exits

8.1.3.1.1.4 Total number of clients that obtain receipt of outside benefits

8.1.3.1.1.5 Total number of referrals received

8.1.3.1.1.6 Response time: same day, 1 day and 2 or more days

8.1.3.1.2 Flex funds

8.1.3.1.2.1 Total number of applications received.

8.1.3.1.2.2 Total number of applications processed.

8.1.3.1.2.3 Total number of clients that obtained housing.

8.1.4 Collaborate with the City to establish a standard response time for outreach referrals to be reported monthly.

8.2 <u>The City shall:</u>

8.2.1 Work collaboratively with the County and other Subregional Partners in implementing the effort primarily through:

8.2.1.1 Regular meetings to create strategic plans and to review progress.

8.2.1.2 Facilitate Connection to key City departments and points of contact to further the goal of the effort.

8.2.1.3 Identification of a primary point of contact to represent the City in strategic plans, progress, and escalated issues.

8.2.1.4 Review data and findings to identify opportunities, where possible, for sustainability of services beyond the term of this contract.

8.2.2 Reimburse the County for eligible expenses made against the Budget specified in Attachment A.

E. Update Section 10.0 (Notices) as follows for Maricopa County:

Maricopa County Human Services Department
KateLynn Dean, Homeless Initiatives Program Manager
234 N. Central Avenue, STE 3000
Phoenix, AZ 85004
602-657-0361
katelynn.dean@maricopa.gov

F. Revise Section 15.0 (General Liability Insurance Exception), by replacing with the following language:
Each Party is a public entity and shall provide the other Party a Certificate of Self-Insurance. The City will send their Self-insured certificate of insurance to HSDcontracts@maricopa.gov. Both Parties Certificates of Self-Insurance shall be equal to:

General Aggregate:	$2,000,000
Each Occurrence Limit:	$1,000,000

G. Add the following Sections to the Agreement:

24.0 ADMINISTRATIVE CHANGE ORDERS

24.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

24.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

24.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

24.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or

24.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the federal, state or local regulations, policies, or requirements.

25.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the City engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, then the Subrecipient certifies it is not currently engaged in and agrees for the duration of this

Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

26.0 ACRONYMS AND DEFINITIONS

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

27.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

27.1 The City warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

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

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

27.1.3 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.

27.2 If the City becomes aware during the term of the Agreement that the City is not in compliance with this paragraph, the City shall notify the County within five business days after becoming aware of the noncompliance. Failure of the City to provide a written certification that the City has remedied the noncompliance within one hundred eighty (180) days after notifying the County of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

28.0 FORCE MAJEURE

28.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

28.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

28.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other

Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

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, and it shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 2:

FOR CITY OF SURPRISE:

Kevin D. Sartor, Mayor Date

Attested to:

Kristi Passarelli, City Clerk Date 6/3/25

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED CITY ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

City Attorney Date 6.03.25

FOR MARICOPA COUNTY:

Thomas Galvin, Chairman Date 06/12/2025
Board of Supervisors

Attested to:

Juanita Garza
Juanita Garza (Jun 13, 2025 07:58 PDT)

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952 THIS AMENDMENT NO. 2 HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY WHO HAS DETERMINED THAT IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Aubrey Joy Corcoran
Aubrey Joy Corcoran (Jun 12, 2025 11:50 PDT)

Deputy County Attorney Date

ATTACHMENT A: BUDGET

Fiscal Year 2026

HAND IN HAND- SURPRISE - ANNUAL BUDGET				
NUMBER OF POSITIONS	**POSITION TITLE**	**SALARY PER POSITION**	**TOTAL SERVICE COST**	**CITY OF SURPRISE COST**
5	Street Outreach Case Managers	$59,690.20	$298,451.00	**$50,000**

Signature Request: Surprise Homeless Outreach Amendment 2 (C-22-24-050-X-03)

Final Audit Report 2025-06-13

Created:	2025-06-12
By:	sachit mistry (sachit.mistry@maricopa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6tPDRRv_0KRSu9ONI1P8zd_rbFq-iBZX

"Signature Request: Surprise Homeless Outreach Amendment 2 (C-22-24-050-X-03)" History

Document created by sachit mistry (sachit.mistry@maricopa.gov)
2025-06-12 - 6:40:22 PM GMT

Document emailed to aubreyjoy.corcoran@mcao.maricopa.gov for signature
2025-06-12 - 6:50:00 PM GMT

Email viewed by aubreyjoy.corcoran@mcao.maricopa.gov
2025-06-12 - 6:50:37 PM GMT

Signer aubreyjoy.corcoran@mcao.maricopa.gov entered name at signing as Aubrey Joy Corcoran
2025-06-12 - 6:50:55 PM GMT

Document e-signed by Aubrey Joy Corcoran (aubreyjoy.corcoran@mcao.maricopa.gov)
Signature Date: 2025-06-12 - 6:50:57 PM GMT - Time Source: server

Document emailed to bos.signatures@maricopa.gov for signature
2025-06-12 - 6:51:00 PM GMT

Email viewed by bos.signatures@maricopa.gov
2025-06-12 - 6:51:30 PM GMT

Signer bos.signatures@maricopa.gov entered name at signing as Thomas Galvin
2025-06-12 - 10:11:03 PM GMT

Document e-signed by Thomas Galvin (bos.signatures@maricopa.gov)
Signature Date: 2025-06-12 - 10:11:05 PM GMT - Time Source: server

Document emailed to clerk.agenda@maricopa.gov for signature
2025-06-12 - 10:11:08 PM GMT

Email viewed by clerk.agenda@maricopa.gov

2025-06-12 - 10:11:36 PM GMT

Signer clerk.agenda@maricopa.gov entered name at signing as Juanita Garza

2025-06-13 - 2:57:58 PM GMT

Document e-signed by Juanita Garza (clerk.agenda@maricopa.gov)

Signature Date: 2025-06-13 - 2:58:00 PM GMT - Time Source: server

Agreement completed.

2025-06-13 - 2:58:00 PM GMT

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

I. Maricopa County ("County") administered by its Human Services Department and the City of Surprise ("City") fully executed a financial Intergovernmental Agreement ("Agreement") on or about January 10, 2024. The purpose of the Agreement is to establish a collaboration between the Parties to reduce homelessness in the west valley communities through the County's "Hand in Hand" program (the Program). Program outreach will include a combination of case management, coordination with municipal entities, workforce and mental health care connections and substance use support. Under the Agreement, the City provides funds to the County for program service delivery. The Agreement term is November 1, 2023, through June 30, 2024. 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. 1 to amend the Agreement as authorized by Section 4.0 (Amendments). The Amendment No. 1 addresses the following items:

A. Extend the Agreement term from July 1, 2024, through June 30, 2025.

B. Revise Section 5.0 (Funding) to amend the Agreement as follows:
The City shall provide the County with $50,000 for the Agreement term.

C. Update Section 10.0 (Notices) as follows for Maricopa County:

Maricopa County
Human Services Department
TJ Reed, Assistant Director
Community Resilience Division
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4841
tj.reed@maricopa.gov

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

IV. This Amendment No. 1 is subject to and incorporates the provisions of A.R.S. § 38-511. Section II above contains all the changes to the Agreement made by this Amendment No. 1. All other terms and conditions of the Agreement shall remain in full force and effect as approved and amended as executed by the Parties.

V. The Parties have authorized the undersigned to execute this Amendment No. 1, and it shall be effective upon approval and signature by both Parties.

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

FOR CITY OF SURPRISE:

Skip Hall, Mayor — Date

Attested to:

City Clerk — 8/13/24 Date

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

APPROVED AS TO FORM:

City Attorney — 8/12/24 Date

FOR MARICOPA COUNTY:

Jack Sellers, Chairman Board of Supervisors — JUL 24 2024 Date

Attested to:

Juanita Garza Clerk of the Board — JUL 24 2024 Date

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

APPROVED AS TO FORM:

Deputy County Attorney — 7/18/24 Date

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

County Contract #: C-22-24-050-X-01
City Contract #:_____
Agreement Amount: $50,000
Agreement Start Date: November 1, 2023
Agreement Termination Date: June 30, 2024

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between the City of Surprise (City) and Maricopa County (County) administered by its Human Services Department. The County and the City collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

2.1 The purpose of this Agreement is to establish a collaboration between the Parties focused on a strategy to reduce homelessness in the Agua Fria Wash (the Program). The City of Surprise, Sun City, Sun City West, Waddell, Wittmann, Town of Youngtown and City of El Mirage (Subregional Partners) are committed to provide outreach teams with needed resources to assist individuals who are unsheltered to transition into permanent housing.

2.2 Subregional Partners are working to address the needs of individuals that are utilizing the Agua Fria Wash as a campsite for temporary shelter. The Subregional Partners will ensure outreach teams are developed to assist individuals with services to transition into permanent housing.

2.3 Outreach will include a versatile combination of coordination of case management, mental health service connections and substance use support. Through a sustained targeted effort, this partnership endeavors to reduce local street homelessness in the areas as measured by the Point in Time count.

3.0 TERM OF AGREEMENT

3.1 The initial term of this Agreement is listed on page one of this Agreement.

3.2 This Agreement shall be effective upon approval and signature by both Parties.

3.3 Extensions must be in writing and approved and signed by both Parties. The City must provide notice of intent to renew the Agreement 60 calendar days prior to the end of the original or extended Agreement term, as applicable.

4.0 AMENDMENTS

Any changes to this Agreement shall be by written amendment signed by both Parties.

5.0 FUNDING

The City shall provide the County with the funding amount defined in Attachment A, Budget, for the Agreement term. The Budget has been developed between the Parties and is incorporated into this Agreement.

6.0 AVAILABILITY OF FUNDS

6.1 Should funding for program activities be reduced for any reason and services are not funded, then the City may either accept a decrease in services offered by the County or terminate this Agreement.

6.2 If the City is unable to provide funding to support the Program, then the County has the right to either change the availability of or withdraw the services (or both).

7.0 PAYMENTS

Subject to ongoing review and possible modifications during the term or terms of this Agreement, the City shall pay the County based on the County submitting a monthly invoice. County shall submit invoices and back up documentation for activities outlined in section 8.0. The City shall prepare and issue payment within 30 calendar days of receipt of the invoice, except for the last month of each fiscal year for which the City shall submit payment by July 5th. Payments shall be submitted to the Department's Finance Division at the address 234 North Central Avenue, Phoenix, Arizona 85004.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

8.1 The County shall:

8.1.1 Assign outreach staff, either County staff or contracted agency staff to:

8.1.1.1 Provide outreach 7 days a week.

8.1.1.2 Collaborate with homelessness service agencies and other local partners to coordinate services for clients.

8.1.1.3 Complete information in HMIS (Homeless Management Information System).Ensure demographic data is entered on all persons contacted, and all activities assisted with under this Program in accordance with the local HMIS standards on data collection. Outreach staff must also enter latitude and longitude to log location where individuals were contacted.

8.1.1.4 Utilize the Continuum of Care (COC) Community Adopted Best practices as a guide for core competencies and service delivery.

8.1.1.5 Ensure activities are designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Component services generally consist of:

8.1.1.5.1 Engagement

8.1.1.5.1.1 Activities to locate, identify and build relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support, intervention, and connections with homeless assistance programs or mainstream social services and housing programs.

8.1.1.5.1.2 These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-

based services, permanent supportive housing, and rapid re-housing programs.

8.1.1.5.2 Case management

8.1.1.5.2.1 Assessing housing and service needs, and arranging, coordinating, and monitoring the delivery of individualized services.

8.1.1.5.2.2 Eligible services and activities are as follows: using coordinated entry; conducting the initial evaluation, including verifying and documenting eligibility; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

8.1.1.5.2.3 These services may be provided to clients staying in shelter via hotel or IHELP within the designated service area.

8.1.1.5.3 Transportation

8.1.1.5.3.1 The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible.

8.1.1.5.4 Administration of flex funds

8.1.1.5.4.1 Flexible spending account funds must be for the purpose of clients obtaining or retaining housing and/or eliminate barriers in obtaining or retaining housing. Priority given to clients currently sleeping outdoors and not in shelter.

8.1.1.5.4.2 Flex funds can be administered with up to $2,500 per household per year.

8.1.1.5.4.3 Expenditures can include any of the following items (any items not on this list must receive prior approval from Maricopa County before purchase):

8.1.1.5.4.3.1 Hotel stays

8.1.1.5.4.3.2 Personal items needed to obtain or sustain housing (bed, silverware, clothing, etc.)

8.1.1.5.4.3.3 Legal fees for prior legal judgements or expunging legal judgements

8.1.1.5.4.3.4 Vehicle repairs or vehicle payments to prevent loss of employment

8.1.1.5.4.3.5 Housing search and placement

8.1.1.5.4.3.6 Rental application fees (when charged by the owner to all applicants)

8.1.1.5.4.3.7 Security deposits (no more than two month's rent)

8.1.1.5.4.3.8 Rent for the last month of a lease agreement

8.1.1.5.4.3.9 Utility deposits (when required by utility company for all customers)

8.1.1.5.4.3.10 Moving and storage costs for up to three months
8.1.1.5.4.3.11 Service Eligibility
8.1.1.5.4.3.12 Other items must be approved in writing by Maricopa County

8.1.2 Assign County Coordinator to be the primary liaison with City officials, local designees, and the street outreach team to effectively execute the Program. The Coordinator will:
8.1.2.1 Work with local designees to coordinate services with local emergency services, parks and recreation, libraries, and other departments as outlined by the City.
8.1.2.2 Act as a point of contact for the County to respond to escalated issues.
8.1.2.3 Coordinate regular case conferencing meetings to improve service delivery of clients experiencing homelessness.

8.1.3 Provide the City with reports on a monthly basis on the 30th of the month for the previous month of activities containing the following data metrics:
8.1.3.1 Summary of services provided:
8.1.3.1.1 Outreach
8.1.3.1.1.1 Total number of unduplicated contacts
8.1.3.1.1.2 Total number of unduplicated clients engaged in the program
8.1.3.1.1.3 Total number of positive exits
8.1.3.1.1.4 Total number of clients that obtain receipt of outside benefits
8.1.3.1.1.5 Total number of referrals received
8.1.3.1.1.6 Response time: same day, 1 day and 2 or more days
8.1.3.1.2 Flex funds
8.1.3.1.2.1 Total number of applications received.
8.1.3.1.2.2 Total number of applications processed.
8.1.3.1.2.3 Total number of clients that obtained housing.

8.1.4 Collaborate with the City to establish a standard response time for outreach referrals to be reported monthly.

8.2 <u>The City shall:</u>

8.2.1 Work collaboratively with the County and other Subregional Partners in implementing the effort primarily through:
8.2.1.1 Regular meetings to create strategic plans and to review progress.
8.2.1.2 Facilitate Connection to key City departments and points of contact to further the goal of the effort.
8.2.1.3 Identification of a primary point of contact to represent the City in strategic plans, progress, and escalated issues.
8.2.1.4 Review data and findings to identify opportunities, where possible, for sustainability of services beyond the term of this contract.

8.2.2 Reimburse the County for eligible expenses made against the Budget specified in Attachment A.

9.0 TERMINATION

9.1 Under A.R.S. §38-511, either Party may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the other Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other Party of the Agreement with respect to the subject matter of the Agreement. Additionally, under A.R.S § 38-511, a Party may recoup any fee or commission

paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Party from any other Party to this Agreement arising as the result of this Agreement.

9.2 Either Party may terminate this Agreement at any time by giving the other Party at least thirty (30) calendar days prior notice in writing (unless terminated by the City under the Availability of Funds provision). The notice shall be given by either mail or via email to the persons listed in Section 10 (Notices) of this Agreement.

9.3 This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.

9.4 The City has the right to terminate this Agreement upon twenty-four (24) hour notice when the City determines that the health or welfare of the service recipients are endangered, or the County's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement shall terminate upon the expiration of the term stated on page one of this Agreement or expiration of any extended term described in Section 4.0

9.5 The County understands that the continuation of this Agreement is subject to the budget of the City providing for the contract item as an expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

10.0 NOTICES

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

County:
Name: TJ Reed
Title: Homeless Initiatives Assistant Director
Maricopa County Human Services Department
234 N Central Avenue, Suite 3000
Phoenix, AZ 85004
Telephone: 602-317-7056
Email: tj.reed@maricopa.gov

City of Surprise:
Name: Seth Dyson
Title: Director, HSCV
Address: 16000 N. Civic Center Plaza
Telephone: 623-222-1620
Email: seth.dyson@surpriseaz.gov

11.0 EMPLOYMENT DISCLAIMER

11.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

11.2 The City agrees that no individual performing under this Agreement on behalf of City may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue or apply to any such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums

appurtenant thereto concerning such individuals shall indemnify, defend, and hold harmless the County with respect to the foregoing.

11.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a City agent, employee, or representative and that no rights of City civil service, City retirement, or City personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend, and hold harmless the City with respect to the foregoing.

12.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by either Party of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The County and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

13.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") arising out of bodily injury (including death) of any person, property damage, or other claims for damages 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 and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions.

14.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases or contracts made by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, or commissions in connection with this Agreement.

The City and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions shall not be liable for any act or omission by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases or contracts made by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, or commissions in connection with this Agreement.

15.0 GENERAL LIABILITY INSURANCE EXCEPTION

The County is a public entity and shall provide to the City a Certificate of Self-Insurance equal to:

General Aggregate	$2,000,000
Each Occurrence Limit	$1,000,000

16.0 COMPLIANCE WITH APPLICABLE LAWS

16.1 Each Party shall comply with all applicable laws, ordinances, resolutions, executive orders, rules, regulations, standards, and codes of the federal, state, and local governments whether specifically referenced in this Agreement in performance and/or administration of this Agreement only. Specifically, the following apply:

16.1.1 Unless exempt under federal law, the Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4 (Executive Order 2009-09 superseded Executive Order 99-4 and amended Executive Order 75-5), which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. The Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

16.1.2 The Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. The Parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

16.1.3 The Parties shall not discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, gender identity, disability, age, marital status, or status with regard to the benefits of, or participation in, or use of the programs, services, and activities.

16.1.4 Each Party warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that:

16.1.4.1 The Parties and their 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.

16.1.4.2 A breach of a warranty under this Section 17.1.4 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and

16.1.4.3 The Parties retain the legal right to inspect the papers of any contractor or (sub)contractor or vendor employee who works on this Agreement to ensure that the Parties are complying with the warranty provided under subsections listed above and that the Parties agree to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

16.1.5 The Parties each hereby certifies that they do not currently, and agree for the duration of this Agreement, that the Parties will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 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.

17.0 RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing in this Agreement shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization. Nothing in this Agreement shall

affect the legal liabilities of either Party by imposing any standard of care different from the standard of care imposed by law.

18.0 WAIVER OF TERMS, CONDITIONS, AND DEFENSES

The failure of either Party to insist in any one or more instances on performance of any of the terms and conditions of, or to exercise any rights or privileges contained in, this Agreement shall not be considered as waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect. Nothing in this Agreement shall be construed as consent to any lawsuits or waiver of any defenses in a lawsuit brought against the County in any state or federal court.

19.0 ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. There are no representations or other provisions besides those contained in either this Agreement or in any written amendments approved and signed by both Parties.

20.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

21.0 SEVERABILITY

The Parties agree that should any part of this Agreement be held invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding on the Parties.

22.0 CHOICE OF LAW: VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. The proper venue for any proceedings relating to this Agreement shall be Maricopa County, Arizona.

23.0 AUTHORIZATION

Each Party warrants to the other Party that the appropriate governing body of the Party has authorized approval and signature of this Agreement.

[*Signatures are contained on following page*]

IN WITNESS, the Parties have approved and signed this Agreement:

FOR CITY OF SURPRISE:

12-19-23
Skip Hall, Mayor Date

FOR MARICOPA COUNTY:

JAN 10 2024
Jack Sellers, Chairman Date
Maricopa County Board of Supervisors

Attested to:

for the 12-19-23
City Clerk Date

Attested to:

JAN 10 2024
Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

By:

12/19/23
City Attorney Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

By:

1/10/24
Deputy County Attorney Date

ATTACHMENT A: BUDGET

Fiscal Year 2024

HAND IN HAND- SURPRISE - ANNUAL BUDGET				
NUMBER OF POSTIONS	**POSITION TITLE**	**SALARY PER POSITION**	**TOTAL SERVICE COST**	**CITY OF SURPRISE COST**
3	Street Outreach Case Managers	$36,400.00	$109,200.00	**$50,000.00**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026
Contact Person: Jennifer Cornelius
Submitting Department: Human Svcs and Comm Vitality
District: Citywide
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of a grant renewal amendment with First Things First, accepting grant funding, approving a Fiscal Year 2026 budget amendment moving budget authority in the amount of $250,000 for Early Childhood Programming, and an addition to the Fiscal Year 2026 Contract Awarding Authority List; Resolution 2026-66.

Motion:
I move to approve Resolution #2026-66.

Background:

The City of Surprise and the Arizona Early Childhood Development and Health Board, First Things First, entered into a grant agreement, Contract No. FTF-RC008-24-0788-04, for the term of July 1, 2023, through June 30, 2024. This agreement provided $250,000 in grant funding to support the Family Resource Center Early Childhood Development Program. The City entered into renewal agreements during FY25 and FY26, receiving additional funding of $250,000 per fiscal year.

The City desires to continue their partnership with First Things First to provide early childhood development programs through the Surprise Resource Center and enter into a renewal agreement for the term, July 1, 2026, through June 30, 2027. This renewal provides $250,000 in grant funding to support the Family Resource Center Early Childhood Development Program.

Objective Analysis:
This action will allow the Human Service & Community Vitality Department to continue providing early childhood programming through the Surprise Resource Center.

Policy Compliant:
This action is compliant with City and Council policies.

Financial Impact:

The one-time grant award is a reimbursement grant of $250,000 for Early Childhood Programming. All expenditures will be reimbursed on a monthly basis. An in-kind match is not required.

Budget Impact:

This action requires the movement of budget authority in the amount of $250,000 from General Contingency to Project G51753 in the Grants Fund to cover expected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

While there is no additional FTE impact for FY26, two full-time positions are 100% funded by the grant terms.

ATTACHMENTS:

1. Resolution 2026-66
2. First Things First Grant Renewal Contract - FTF-RC008-24-0788-04-Y4
3. Prior Year - Year 3 Grant Renewal
4. Prior Year - Year 2 Grant Renewal
5. Prior Year - Year 1 - Grant Proposal & Acceptance

RESOLUTION # 2026-66

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A GRANT RENEWAL AMENDMENT FOR SERVICES BETWEEN THE CITY OF SURPRISE AND THE EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD, ARIZONA (FIRST THINGS FIRST), ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2026 BUDGET BY MOVING BUDGET AUTHORITY OF $250,000 FROM GENERAL CONTINGENCY TO PROJECT G51753 IN THE GRANTS FUND; AND AMENDING THE FISCAL YEAR 2026 CONTRACT AWARDING AUTHORITY LIST BY ADDING THE FY27 FIRST THINGS FIRST GRANT, G51753, IN THE AMOUNT OF $250,000 FOR GRANT SALARIES AND PURCHASES.

WHEREAS, the City and the Early Childhood Development and Health Board, Arizona (First Things First) entered into a grant Contract No. FTF-RC008-24-0788-04, for the term of July 1, 2023, through June 30, 2024, which is incorporated by reference, in order to support the Family Resource Center Early Childhood Development Program;

WHEREAS, the City entered into a grant renewal agreement, Contract No. FTF-RC008-24-0788-04-Y2, for the term of July 1, 2024, through June 30, 2025, to continue partnering with the First Things First Early Childhood Development Program;

WHEREAS, the City entered into a grant renewal agreement, Contract No. FTF-RC008-24-0788-04-Y3, for the term of July 1, 2025, through June 30, 2026, to continue partnering with the First Things First Early Childhood Development Program;

WHEREAS, the City desires to continue partnering with First Things First to provide Early Childhood Development programs through the Surprise Family Resource Center by entering into a grant renewal agreement, Contract FTF-RC008-0788-04-Y4, for the term of July 1, 2026, through June 30, 2027;

WHEREAS, all expenditures pursuant to the grant renewal agreement are on a reimbursement basis, up to $250,000;

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

WHEREAS, this action will necessitate a budget amendment;

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

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

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

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

Section 2. That the Grant Renewal Amendment between First Things First and the City of Surprise (Contract #FTF-RC008-24-0788-04-Y4), attached as ***Exhibit B***, is hereby approved.

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

APPROVED AND ADOPTED this _____day of _____, 2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

RESOLUTION 2026-66
EXHIBIT A

1. Appropriation - The allocations below represent the movement of budget authority in the amount of $250,000 from General Contingency to Project G51753 to cover projected expenditures associated with the Family Resource Center Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Services and Community Vitality	#G51753 FY27 First Things First	E	-	250,000	250,000
Grants	Human Services and Community Vitality	#G51753 FY27 First Things First	R	-	250,000	250,000
Contingency	General Operations	Contingency	E	86,038,200	(250,000)	85,788,200
Contingency	General Operations	Other	R	77,326,500	(250,000)	77,076,500
			Expense Total	**86,038,200**	**-**	**86,038,200**
			Revenue Total	**77,326,500**	**-**	**77,326,500**

2. Contract Awarding Authority List – Project G51753 First Things First is a new project to support Early Childhood Development. When Council approved the FY2026 Contract Awarding Authority List, project G51753 was not included. This amount is based on the grant award received.

Reference #	Project #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
26236	G51753	FY27 First Things First Grant	$0	$250,000	$250,000

RESOLUTION 2026-66
EXHIBIT B

Grant Renewal Amendment (Contract #FTF-RC008-24-0788-04-Y4)

FIRST THINGS FIRST	**GRANT AMENDMENT** **SFY27 Renewal Award** FTF-RC008-24-0788-04-Y4 Northwest Maricopa Regional Partnership Council Family Resource Centers	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 771-5100

GRANTEE: **City of Surprise**

PURPOSE OF AMENDMENT: This amendment is to renew the grant agreement for the period of July 1, 2026 through June 30, 2027.

THEREFORE, the Parties agree to renew the Agreement as follows:

1. Total award amount for the grant period is $ 250,000

2. Strategy: Family Resource Centers
   Contracted Service Units: Number of parenting activities conducted: 240

3. The grantee is required to adhere to the most current Standards of Practice located in the First Things First website under Grants/Strategy Toolkit.

All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment:	The above referenced amendment is hereby executed effective July 1, 2026 once signed and dated below:
_____ Signature	_____ Josh Allen CFO/COO
_____ Name	_____ Date
_____ Title	
_____ Date	

Line-Item Budget and Budget Narrative

SFY27 Line-Item Budget

Budget period: July 1, 2026 – June 30, 2027

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		**Personnel Services Sub Total**	**$148,162.00**
	Salaries	$148,162.00	
EMPLOYEE RELATED EXPENSES		**Employee Related Expenses Sub Total**	**$53,076.00**
	Fringe Benefits or Other ERE	$53,076.00	
PROFESSIONAL AND OUTSIDE SERVICES		**Professional & Outside Services Sub Total**	**$34,875.00**
	Contracted Services	$36,075.00	
TRAVEL		**Travel Sub Total**	**$0.00**
	In-State Travel		
	Out-of-State Travel		
AID TO ORGANIZATIONS OR INDIVIDUALS		**Aid to Organizations or Individuals Sub Total**	**$0.00**
	Subgrants or Subcontracts to organizations/ agencies/entities		
OTHER OPERATING EXPENSES		**Other Operating Expenses Sub Total**	**$13,887.00**
	Telephones/Communications Services	$960.00	
	General Office Supplies	$177.00	
	Food	$600.00	
	Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	$200.00	
	Program Materials	$10,950.00	
	Program Incentives	$1,000.00	
NON-CAPITAL EQUIPMENT		**Non-Capital Sub Total**	**$0.00**
	Equipment $4,999 or less in value		
		SUBTOTAL DIRECT PROGRAM COSTS	**$250,000.00**
ADMINISTRATIVE/INDIRECT COSTS		**Total Admin/Indirect**	**$0.00**
	Indirect/Admin Costs		
		TOTAL	**$250,000.00**

Authorized Signature _____ Date _____

SFY27 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Early Childhood Education Coordinator: This is a twelve-month position currently filled by Juan Marquez and represents a 1.00 full-time equivalent (FTE). The position will be 100% dedicated to early childhood services and programming as specified in the First Things First (FTF) State Fiscal Year 2027 (SFY27) Grant Renewal.

This is a salaried position with a base salary of $81,000.00. In addition, a bilingual pay stipend of $1,456.00 will be included for a total salary/compensation of ***$82,456.00*** for SFY27. The rate of pay is based on the City of Surprise mid-range Pay Grade 110 which is determined by education and experience in the field.

Early Childhood Education Specialist: This is a twelve-month position currently filled by Jessica Vargas and represents a 1.00 full-time equivalent (FTE). The position will be 100% dedicated to early childhood services and programming as specified in the First Things First (FTF) State Fiscal Year 2027 (SFY27) Grant Renewal.

This is a full-time, hourly position with a rate of $29.855 per hour for a total base salary of $62,100.00. To account for potential overtime due to extended hours and weekend activities, 3.46% of base salary ($2,150.00) will be included in this year's budget along with a bilingual pay stipend of $1,456.00 for a total salary/compensation of ***$65,706.00*** for SFY27. The rate of pay is based on the City of Surprise mid-range Pay Grade 106 which is determined by education and experience in the field.

Total Personnel Expenses for SFY25: ***$148,162.00***

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Early Childhood Education Coordinator: Actual benefit costs were used to determine Employee Related Expenses (ERE) for SFY27. Components in determining the rate include Health, Dental, Vision, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of ***$39,310.00*** for SFY27.

Early Childhood Education Specialist: Actual benefit costs were used to determine Employee Related Expenses (ERE) for SFY27. Components in determining the rate include Vision, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of ***$13,766.00*** for SFY27. Medical and dental coverage is waived by the staff member.

Total Employee Related Expenses for SFY27: ***$53,076.00***

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

A total of ***$34,875.00*** is budgeted to establish and maintain agreements with various contractors to deliver programming designed for young children (0 to 5) and their families. The amount is based on quotes from contractors, both verbal and in writing, as well as on established and current Professional Service Agreements.

The types of activities and programs include, but are not limited to, early language and literacy development, positive discipline, brain development, physical development, kindergarten readiness, child safety, Science-Technology-Engineering-Art-Math (STEAM), and developmental milestone achievement. Program models

include Southwest Human Development Raising a Reader, Arizona Science Center Science on Wheels, Phoenix Zoo Live on Location, Honor Dance (pre-k dance lessons), T.E.A.M. 4 Kids Developmental Playgroups, Kindergarten Prep Workshops, and Parent Chat Support Groups. All contractors will be subject to the First Things First Standards of Practice, and all contracts will be subject to the City of Surprise procurement policies and procedures.

- Raising a Reader – Two (2), eight (8) -week series @ $5,000.00 per series = $10,000.00
- Science on Wheels – Fourteen (14) STEAM activities @ $250.00 each = $3,500.00
- Science on Wheels – Two (2) large-format STEAM activities @ $600.00 each = $1,200.00
- Live on Location – Fourteen (14) early literacy/STEAM activities @ $250.00 each = $3,500.00
- Live on Location – One (1) large format early literacy/STEAM activity @ $575
- Honor Dance – Eight (8), four (4) – week series @ $437.50 per series = $3500
- Developmental Playgroups – Twelve (12) therapist visits @ $100 each = $1,200.00
- Kindergarten Prep Workshops – Two (2), four (4) – week series @ $2,100.00 per series = $4,200.00
- Parent Chats – Thirty-six (36) parent support group sessions @ $200.00 each = $7,200.00

Total Professional and Outside Services for SFY27: ***$34,875.00***

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy reimbursement rates for mileage, lodging, and meals for both in-state and out-of-state travel. For current Arizona state rates, visit: https://gao.az.gov/state-arizona-accounting-manual-saam - Travel Policy (Topic 50) & Reimbursement Rates (Section 95).*

In- State Travel:
N/A

Out-of-State Travel:
N/A

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

N/A

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephone/Communications Services – A total of ***$960.00*** is budgeted for cell phone stipends for two (2) FTF-funded FTE staff at $480.00 per year, each. Cell phones are a vital tool used for the purpose of communicating while providing programs and services in the field.

General Office Supplies – A total of ***$177.00*** is budgeted for the purchase of office supplies such as clipboards, pens, notepads, highlighters, dry erase markers, whiteboard cleaner, air dusters, microfiber towels, magnets, document holders, paper clips, binders, laminating film, and other items as needed.

Food – A total of ***$600.00*** is budgeted for the purchase of food and refreshments to be offered at various programs and events. Funds will be used to purchase snacks and refreshments for the parents/caregivers and children who attend certain activities which include support groups, workshops, events, and parent/child interactions. Cost determinations for each activity will be based on registered attendance.

Professional Development – A total of ***$200.00*** is budgeted for registration fees for conferences and training opportunities. These include but are not limited to the Safe Kids Child Passenger Safety Recertification Trainings and other appropriate workshops and/or conferences as they become available.

Program Materials – A total of ***$10,950.00*** is budgeted for the purchase of materials for activities aimed at promoting early childhood health, development, child passenger safety, kindergarten readiness and parent support such as:

- Child car seats
- Play group & play therapy materials (crafting/art supplies, STEAM supplies, feeding therapy supplies)
- Materials for community outreach and engagement events

Program Incentives – A total of ***$1,000*** is budgeted for the purchase of incentives for participation in activities presented by the Surprise Resource Center. The funds will primarily cover the cost of children's books and performers such as character actors and entertainers that will be a part of our larger events. Books will be purchased in bulk from an approved vendor and performers will be required to provide liability insurance and provide professional references prior to hiring.

- Children's Books – 125 at approximately $4 each = $500
- Performers - Kidz Jamboree - $500

Total Other Operating Expenses: ***$13,887.00***

Non-Capital Equipment: *For items with a unit cost less than $5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than $5,000.*

N/A

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs***: with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

- ☐ **Option B - Federally Approved Indirect Costs***: If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs.* ***Applicants must provide a copy of their federally approved indirect cost rate agreement****.*

Authorized Signature _____ Date _____

FIRST THINGS FIRST

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be **fully or partially funded** through the program (listed under Personnel Services/Salaries in the budget) and the Full-Time Equivalent (FTE) for each position. For Key Personnel positions to be hired (TBH), describe the desired background/experience/degrees and field of study - and for all Key Personnel positions, indicate whether personnel meet the staffing qualifications in the Standards of Practice (SOP).

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	**Background/Expertise*** Must include qualifications that align with the Standards of Practice (SOP)	**Key Roles and Responsibilities**	**Meets the SOP Staffing Qualifications Yes/No****	**FTEs funded through the program**
Juan Marquez - Early Childhood Education Coordinator	Juan holds a Bachelor of Arts in Elementary Education and has over 15 years of experience working with families with children 0 to 5 years of age. Juan's experience includes working at the Benevilla Family Resource Center, a First Things First funded Resource Center in the NW Maricopa Region as well as with Arizona First Things First. Juan currently is the Early Childhood Education Coordinator at the Surprise Resource Center. Juan brings expertise in early childhood development, workshop facilitation, information and referral services, outreach and awareness and is fluent in both English and Spanish.	Conducts outreach to internal and external organizations that serve families with children 0 to 5 years of age. Develops and implements agreements with multiple organizations to deliver programming and services. Implements and facilitates parenting activities at the Resource Center and other community locations that follow the First Things First Standards of Practice. Facilitates parent/family referrals to internal and external organizations that provide services to families with young children. Collects and reports data to First Things First. Manages the First Things First budget and expenditures. Supervises the Early Childhood Education Specialist.	Yes	1.00
Jessica Vargas - Early Childhood Education Specialist	Jessica has over 11 years of experience in early childhood education as a member of a First Things First grantee organization. Jessica is currently the Early Childhood Education Specialist at the Surprise Resource Center. In addition, she has 12 years of experience in social work where she developed and implemented individualized action plans, conducted social research, and participated in community organizing efforts to improve outcomes for individuals and families. She has developed and facilitated various parenting activities such as parenting workshops, socialization groups, early literacy workshops, and support groups. Jessica holds a bachelor's degree in	Conducts outreach to internal and external organizations that serve families with children 0 to 5 years of age. Implements and facilitates parenting activities at the Resource Center and other community locations that follow the First Things First Standards of Practice. Facilitates parent/family referrals to internal and external organizations that provide services to families with young children. Collects data to assist in reporting to First Things First.	Yes	1.00

	business administration with a minor in sociology. Jessica brings expertise in early childhood development, program development and implementation, information and referral services as well as community outreach. Jessica is fluent in both English and Spanish			
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
N/A				
			Program Total FTEs:	**2.00**

*** Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.**

**** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.**

Name/Title **Date**

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FIRST THINGS FIRST	**Grant Renewal Amendment** **Grant Renewal/2026 Grant Award** **FTF-RC008-24-0788-04-Y3** Northwest Maricopa Regional Partnership Council Family Resource Centers	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 771-5100

GRANTEE:

City of Surprise

PURPOSE OF AMENDMENT:

1. The parties renew the Grant Agreement for the period of July 1, 2025 through June 30, 2026.
2. Total award amount for the grant period is $ $250,000.00
3. Contracted Service Units:
   Strategy: Family Resource Centers
   Number of parenting activities conducted: 240
4. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.
5. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment:	The above referenced amendment is hereby executed effective July 1, 2025 once signed and dated below:
Signed by: Bob Wingenroth Signature C8B99B0184594BA	Josh Allen CFO/COO
Bob Wingenroth Name	6/6/2025 Date
City Manager Title	
5/29/2025 | 15:10 PM MST Date	

FIRST THINGS FIRST	**Grant Renewal Amendment** **Grant Renewal/2025 Grant Award** FTF-RC008-24-0788-04-Y2 Northwest Maricopa Regional Partnership Council Family Resource Centers	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 771-5100

GRANTEE:

City of Surprise

PURPOSE OF AMENDMENT:

1. The parties renew the Grant Agreement for the period of July 1, 2024 through June 30, 2025.
2. Total award amount for the grant period is $ 250,000
3. Contracted Service Units:
   Strategy: Family Resource Centers
   Number of parenting activities conducted: 240
4. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.
5. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment	The above referenced amendment is hereby executed effective July 1, 2024 once signed and dated below:
Signature Bob Wingenroth City Manager Title 5/22/24 Date	Josh Allen CFO/COO 6/11/2024 Date

Line-Item Budget and Budget Narrative

SFY25 Line-Item Budget

Budget period: July 1, 2024 – June 30, 2025

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		**Personnel Services Sub Total**	**$129,700**
	Salaries	$129,700	
EMPLOYEE RELATED EXPENSES		**Employee Related Expenses Sub Total**	**$53,100**
	Fringe Benefits or Other ERE	$53,100	
PROFESSIONAL AND OUTSIDE SERVICES		**Professional & Outside Services Sub Total**	**$41,000**
	Contracted Services	$41,000	
TRAVEL		**Travel Sub Total**	**$1,650**
	In-State Travel	$0	
	Out-of-State Travel	$1,650	
AID TO ORGANIZATIONS OR INDIVIDUALS		**Aid to Organizations or Individuals Sub Total**	**$0**
	Subgrants or Subcontracts to organizations/ agencies/entities	$0	
OTHER OPERATING EXPENSES		**Other Operating Expenses Sub Total**	**$24,550**
	Telephones/Communications Services	$1,000	
	General Office Supplies	$1,000	
	Food	$2,000	
	Dues/Subscriptions	$500	
	Printing/Copying	$1,100	
	Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	$1,200	
	Program Materials	$14,750	
	Program Incentives	$3,000	
NON-CAPITAL EQUIPMENT		**Non-Capital Sub Total**	**$0**
	Equipment $4,999 or less in value	$0	
		SUBTOTAL DIRECT PROGRAM COSTS	**$250,000**
ADMINISTRATIVE/INDIRECT COSTS		**Total Admin/Indirect**	**$0**
	Indirect/Admin Costs	$0	
		TOTAL	**$250,000**

Authorized Signature _____ Date 5/22/24

SFY25 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Early Childhood Education Coordinator: This is a twelve-month position currently filled by Juan Marquez and represents a 1.00 full-time equivalent (FTE). The position will be 100% dedicated to early childhood services and programming as specified in the First Things First (FTF) State Fiscal Year 2025 (SFY25) Grant.

This is a salaried position with a base salary of $70,800. In addition, a bilingual pay stipend of $1500 will be included for a total salary/compensation of ***$72,300*** for SFY25. The rate of pay is based on the City of Surprise mid-range Pay Grade 110 which is determined by education and experience in the field.

Early Childhood Education Specialist: This is a twelve-month position currently filled by Jessica Vargas and represents a 1.00 full-time equivalent (FTE). The position will be 100% dedicated to early childhood services and programming as specified in the First Things First (FTF) State Fiscal Year 2025 (SFY25) Grant.

This is a full-time, hourly position with a rate of $26.875 per hour for a total base salary of $55,900. In addition, a bilingual pay stipend of $1500 will be included for a total salary/compensation of ***$57,400*** for SFY25. The rate of pay is based on the City of Surprise mid-range Pay Grade 106 which is determined by education and experience in the field.

Total Personnel Expenses for SFY25: ***$129,700***

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Early Childhood Education Coordinator: Actual benefit costs were used to determine Employee Related Expenses (ERE) for SFY25. Components in determining the rate include Health, Dental, Vision, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of ***$40,066*** for SFY25.

Early Childhood Education Specialist: Actual benefit costs were used to determine Employee Related Expenses (ERE) for SFY25. Components in determining the rate include Vision, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of ***$13,034*** for SFY25. Medical coverage is waived by the staff member.

Total Employee Related Expenses for SFY25: ***$53,100***

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

A total of ***$41,000*** is budgeted to establish and maintain agreements with various contractors to deliver programming designed for young children (0 to 5) and their families. The amount is based on quotes from contractors, both verbal and in writing, as well as on established and current Professional Service Agreements.

The types of activities and programs include, but are not limited to, early language and literacy development, positive discipline, brain development, kindergarten readiness, child safety, Science-Technology-Engineering-Art-Math (STEAM), and developmental milestone achievement. Program models include Southwest Human Development Raising a Reader, Arizona Science Center Science on Wheels, Phoenix Zoo Live on Location, T.E.A.M. 4 Kids Developmental Playgroups, Kindergarten Prep Workshops, and Parent Chat Support Groups. All

contractors will be subject to the First Things First Standards of Practice, and all contracts will be subject to the City of Surprise procurement policies and procedures.

- Raising a Reader – 24 early literacy activities – three, 8 -week series @ $5,000 per series = $15,000
- Science on Wheels – 26 STEAM activities @ $250 each = $6,500
- Science on Wheels – 2 large format STEAM assemblies @ 400 each = $800
- Live on Location – 26 early literacy/STEAM activities @ $200 each = $5,200
- Developmental Playgroups – 90 developmental milestone achievement activities @ $100 each = $9,000
- Kindergarten Prep Workshops – 4 kindergarten readiness activities @ $450 each = $1,800
- Parent Chats – 12 parent support group sessions @ $225 each = $2,700

Total Professional and Outside Services for SFY25: ***$41,000***

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy reimbursement rates for mileage, lodging, and meals for both in-state and out-of-state travel found at:* https://gao.az.gov/sites/default/files/2023-09/5095%20Reimbursement%20Rates%20%20231001.pdf

Out-of-State Travel
A total of ***$1,650*** is budgeted for one (1) full-time, FTF-funded staff to travel to the 2025 National Association for the Education of Young Children (NAEYC) Professional Learning Institute. This conference is usually held in the beginning of June at a location within the contiguous United States. The exact dates and location of the 2025 conference are not currently available. For reference, the 2024 conference will be held from June 2 to June 5 in New Orleans, LA.

Costs were determined by using the State of Arizona Travel Policy as a guide:

- Round trip airfare - $500
- Four-night hotel stay - $800
- Meal & Incidental Expenses - $350

Total Travel for SFY25: ***$1,650***

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

N/A

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephone/Communications Services – A total of ***$1,000*** is budgeted for cell phone stipends for two (2) FTF-funded FTE staff at $500 per year each. Cell phones are a vital tool used for the purpose of communicating while providing programs and services in the field.

General Office Supplies – A total of ***$1,000*** is budgeted for the purchase of office supplies such as clipboards, pens, notepads, highlighters, dry erase markers, whiteboard cleaner, air dusters, microfiber towels, magnets, document holders, paper clips, binders, laminating film, and other items as needed.

Food – A total of ***$2,000*** is budgeted for the purchase of food and refreshments to be offered at various programs and events. Funds will be used to purchase snacks and refreshments for the parents/caregivers and

children who attend certain activities which include support groups, workshops, events, and parent/child interactions. Cost determinations for each activity will be based on registered attendance.

Dues/Subscriptions – A total of ***$500*** is budgeted to pay for the yearly membership dues to the FTF Family Resource Network (FRN). The amount is based on the FRN yearly membership rate for SFY2024.

Printing/Copying – A total of ***$1,100*** is budgeted for the printing of marketing materials such as signs, table cloths, rack cards and large format posters. The amount is based on printing service costs from the City of Surprise's printing vendor.

Professional Development – A total of ***$1,200*** is budgeted for registration fees for local and out-of-state conferences and training opportunities. These include but are not limited to the NAEYC Professional Learning Institute and other appropriate workshops and/or conferences as they become available.

For reference, the 2024 NAEYC registration fee is $615 per person.

Program Materials – A total of ***$14,750*** is budgeted for the purchase of materials for activities aimed at promoting early childhood health, development, child passenger safety, kindergarten readiness and parent support such as:

- Child car seats – 100 at approximately $70 each = $7,000
- Playgroup materials - $5,350
- Materials for community outreach and engagement events- $2,000
- Parent workshop materials (workbooks) - $400

Program Incentives – A total of ***$3,000*** is budgeted for the purchase of incentives for participation in activities presented by the Surprise Resource Center. The funds will primarily cover the cost of children's books and performers such as character actors and entertainers that will be a part of our larger events. Books will be purchased in bulk from an approved vendor and performers will be required to provide liability insurance and provide professional references prior to hiring.

- Children's Books – 600 at approximately $4 each = $2,400
- Performers – Holiday Celebration - $250
- Performers - Kidz Jamboree - $350

Total Other Operating Expenses: ***$24,550***

Non-Capital Equipment: *For items with a unit cost less than $5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than $5,000.*

N/A

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs**: *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing,*

contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

OR

☐ **Option B - Federally Approved Indirect Costs**: *If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs.* ***Applicants must provide a copy of their federally approved indirect cost rate agreement.***

Authorized Signature _____ Date 5/22/24

FIRST THINGS FIRST

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be **fully or partially funded** through the program (listed under Personnel Services/Salaries in the budget) and the Full-Time Equivalent (FTE) for each position. For Key Personnel positions to be hired (TBH), describe the desired background/experience/degrees and field of study - and for all Key Personnel positions, indicate whether personnel meet the staffing qualifications in the Standards of Practice (SOP).

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	**Background/Expertise*** Must include qualifications that align with the Standards of Practice (SOP)	**Key Roles and Responsibilities**	**Meets the SOP Staffing Qualifications Yes/No****	**FTEs funded through the program**
Juan Marquez / Early Childhood Education Coordinator	Juan holds a Bachelor of Arts in Elementary Education and has over 13 years of experience working with families with children 0 to 5 years of age. Juan's experience includes working at the Benevilla Family Resource Center, a First Things First funded Resource Center in the NW Maricopa Region as well as with Arizona First Things First. Juan currently is the Early Childhood Education Coordinator at the Surprise Resource Center. Juan brings expertise in early childhood development, workshop facilitation, information and referral services, outreach and awareness and is fluent in both English and Spanish.	Conducts outreach to internal and external organizations that serve families with children 0 to 5 years of age. Develops and implements agreements with multiple organizations to deliver programming and services. Implements and facilitates parenting activities at the Resource Center and other community locations that follow the First Things First Standards of Practice. Facilitates parent/family referrals to internal and external organizations that provide services to families with young children. Collects and reports data to First Things First. Oversees the First Things First budget and expenditures. Supervises the Early Childhood Education Specialist.	Yes	1.00
Jessica Vargas / Early Childhood Education Specialist	Jessica has over 10 years of experience in early childhood education as a member of a First Things First grantee organization. Jessica is currently the Early Childhood Education Specialist at the Surprise Resource Center. In addition, she has 12 years of experience in social work where she developed and implemented individualized action plans, conducted social research, and participated in community organizing efforts to improve outcomes for individuals and families. She has developed and facilitated various parenting activities such as parenting workshops, socialization groups, early literacy workshops, and	Conducts outreach to internal and external organizations that serve families with children 0 to 5 years of age. Implements and facilitates parenting activities at the Resource Center and other community locations that follow the First Things First Standards of Practice. Facilitates parent/family referrals to internal and external organizations that provide services to families with young children. Collects data to assist in reporting to First Things First.	Yes	1.00

	support groups. Jessica holds a bachelor's degree in business administration with a minor in sociology. Jessica brings expertise in early childhood development, program development and implementation, information and referral services as well as community outreach. Jessica is fluent in both English and Spanish			
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
N/A				
			Program Total FTEs:	**2.00**

*** Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.**

**** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.**

BB [signature] — 5/22/24

Bob Wingenroth, City Manager — **Date**

Application Cover Sheet

From:	City of Surprise, Surprise Resource Center
RFGA Number:	FTF-RC008-24-0788-00
Strategy:	Family Resource Centers
Requested Amount:	$250,000

Checklist

Format:

Include one (1) original hard copy of the application with signatures (clearly marked "original") with nine (9) additional copies. Applications must be typed using a twelve-point font, single-spaced, and single-sided. Include page numbers on all pages and staple each application in the upper left-hand corner (or secure with a binder clip.) Include the name of the submitting agency/organization and the RFGA number on the outside of the sealed envelope/package.

Content:

- ❒ Application Cover Sheet
- ❒ Completed and signed First Things First Offer and Acceptance/Statement of Assurances form, including initials for each assurance
- ❒ Table of Contents
- ❒ Program Narrative Responses and Implementation Plan (Section A)
- ❒ Personnel - Completed and signed Program Personnel Table and Program Organization Chart (Section B)
- ❒ Completed and signed Line Item Budget and Budget Narrative (Section C)
- ❒ Completed and signed Fiscal Information form (Section D)
- ❒ Agency/Organization Profile (Section E)

If applicable, also include **one** copy with the **original** hard copy of the application:

- ❒ Set of signed amendments issued for the RFGA, if amendments were issued
- ❒ State of Arizona Substitute W-9 Form - only include if new to doing business with the State of Arizona, have not done business with the state in the past year, or if there has been a change in address or Employer Identification Number (EIN). The form can be found at https://gao.az.gov/sites/default/files/GAO-W-9_072815-S%26S%26A.pdf
- ❒ A copy of the audit report for the previous fiscal year, if the Federal Audit Requirement described in the RFGA Instructions to Applicants applies

  OR

- ❒ A copy of the audited financial statements for the previous fiscal year, if the Nonprofit Corporation Audit Reports provision described in the RFGA Grant Terms and Conditions applies.

- ❒ If an evaluation outcome study or implementation study has been completed on the proposed program, include a copy of the study and its findings.

FIRST THINGS FIRST

OFFER and ACCEPTANCE
and
STATEMENT of ASSURANCES

TO THE STATE OF ARIZONA, ARIZONA EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD:

APPLICANT OFFER

By signing and initialing below, the applicant hereby offers and agrees to complete the program and implementation plan described in its grant application and approved by the Arizona Early Childhood Development and Health Board and to be bound by and comply with the Grant Terms and Conditions contained in the RFGA and with all other documents constituting the Grant Agreement, including the following Assurances.

City of Surprise
Applicant Name (Agency/Organization)

16000 N. Civic Center Plaza
Address

Surprise, AZ 85374
City State Zip

Arizona Transaction Privilege (Sales) Tax License No:
07338247

Federal Employer Identification No:
86-6007796

Signature of Authorized Official

Bob Wingenroth
Bob Wingenroth

City Manager
Title

Point of Contact Concerning this Application:

Name: Seth Dyson

Phone: 623-222-1620

Email: Seth.Dyson@Surpriseaz.gov

APPLICANT ASSURANCES

Authorized Official to initial the following:

ADMINISTRATION AND FINANCE

RLW To adhere to the most current version of the Standards of Practice documents (available at http://www.firstthingsfirst.org/strategy-toolkit)

RLW To adhere to the Data Security, Submission and Suppression Guidelines and Requirements for Collaborators, as applicable. A copy of this document can be requested by emailing grants@azftf.gov.

RLW To review and adhere to the most recent version of the First Things First Grants Uniform Terms and Conditions. A copy of this document can be requested by emailing grants@azftf.gov.

RLW To accept funds and administer the programs in accordance with all applicable federal and state statutes and regulations and Grant Agreement requirements.

RLW To maintain internal controls, including policies and procedures, for assuring compliance with applicable cost principles and other Grant Agreement requirements.

RLW To follow established personnel policies related to salary scales and fringe benefits.

RLW To use the State of Arizona Travel Policy on rate limitations for mileage, lodging, and meals (https://gao.az.gov/travel/welcome-gao-travel) for both in-state and out-of-state travel.

RLW To use generally accepted accounting principles (GAAP).

RLW To perform required financial and compliance audits in accordance with federal law and guidelines, including the Single Audit Act and 2 CFR Part 200.

RLW To maintain documentation for employees working across multiple funding sources to ensure the amount of time charged to each employee does not exceed 100%.

RLW To have fiscal control and fund accounting procedures in place to ensure proper disbursement of and accounting for any funds paid to subcontractors.

RLW To maintain enrollment and participate in e-verify, if an employer.

RLW To maintain a system of contract administration to ensure conformance with the Grant Terms and Conditions.

PROGRAMMATIC

RLW To use proven, effective and/or evidence based programs.

RLW To maintain the personnel qualifications outlined in the Standards of Practice with subsequent hires.

RLW To comply with any applicable federal, state, and local health and safety requirements that apply to the facilities used for a program.

RLW To actively participate in the Quality Assurance process, including assessments.

RLW To coordinate, to the extent possible, with other programs in the same geographic area that serve similar target populations.

RLW To coordinate with First Things First during the length of the program period.

RLW To acknowledge funding from FTF in publicly-distributed materials in compliance with FTF's brand guidelines and submit such materials in advance for review.

RLW To consult with FTF in the planning of public awareness/marketing strategies such as websites, advertising or media campaigns.

EVALUATION

RLW To provide regular and timely reporting and to participate in all pertinent First Things First research and evaluation efforts.

RLW To review the data requirements document required for the strategy(ies) and adhere to the requirements therein, found on the First Things First website, https://www.firstthingsfirst.org/strategy-toolkit/

RLW If an evaluation outcome study or an implementation study has been completed on the proposed program, a copy of the study and its findings will be submitted to First Things First.

RLW If funds are being requested to conduct an evaluation study, approval by First Things First Research and Evaluation team will be obtained prior to implementation.

RLW If the evaluation study will include a tribal community, approval by First Things First Research and Evaluation team and Tribal Affairs division will be obtained prior to implementation.

ACCEPTANCE OF APPLICATION AND OFFER

The grant application is hereby accepted. The applicant is now bound to perform the program and implementation plan described in the grant application and approved by the Arizona Early Childhood Development and Health Board and to comply with the Grant Terms and Conditions contained in the RFGA and with all other documents constituting the Grant Agreement, including the Assurances above.

This grant will henceforth be referred to as Grant No. _____.

Arizona Early Childhood Development and Health Board
Awarded this ____ day of _____, 20___

_____
First Things First Authorized Designee

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Section A - Program Narrative Responses and Implementation Plan

The purpose of the Program Narrative Responses and Implementation Plan is to provide information about your organization, your proposed approach to implementing this grant and describe how your proposal aligns to the First Things First Standards of Practice and/or Scope of Work. Narrative responses should be succinct yet detailed and address information requested and/or questions posed.

The Implementation Plan supports the narrative responses provided and demonstrates the day-to-day activities and operations that align to and fulfill the strategy Standards of Practice and/or Scope of Work. If the proposed approach will be implemented for the first time, the implementation plan should include the additional activities required for start-up and the anticipated timelines for the onset of service delivery to the target population. All applicable activities and timelines for the following components must be addressed in the plan. Additional rows can be added as needed. **Note**: the date the task will be completed should include a level of specificity that demonstrates when and how often the activity will take place (e.g., weekly, bi-monthly, quarterly, etc.). Terms such as ongoing, continuous or until met are not acceptable.

Organization Overview

Narrative Responses *Please provide a narrative response, within the box the request/question is posed, to the following:*
1. Provide an overview of your organization. The City of Surprise was founded in 1938 and incorporated in 1960. According to the Maricopa Association of Governments current data estimates, the City of Surprise population is 155,384. The city currently operates a $668m annual budget and employs 1,300 full-time and part-time employees. In 2015, the City of Surprise Mayor and City Council saw the need to establish a new city department, Human Services and Community Vitality to serve residents holistically. In the same year, the Human Service and Community Vitality Department opened up a hub for community services, The Surprise Resource Center. Prior to the inception of the Center, resources were limited in the Northwest Valley and many residents found challenges in accessing services as far as Phoenix due to a lack of transportation. The City of Surprise Resource Center offers a one-stop shop of resiliency programs and resources for residents of Surprise and the Northwest Valley. Through 35 (and growing) strategic partnerships with community-based organizations and government agencies, the Center offers community connections to services that include rental and utility assistance, employment services, domestic violence support, application assistance for AHCCCS, SNAP, KidsCare, and Marketplace, WIC, Veteran services, homeless services, food and nutrition resources, parent education and support, and financial literacy. The Center is a free standing, 6000 square foot facility located near the corner of El Mirage Road and Bell Road, bordering the cities of Surprise and El Mirage.
2. Describe how your organization is well positioned to implement the strategy in the region/state/specified communities. The City of Surprise Resource Center has grown in programs and services in the last seven years and currently collaborates with 35 community partners housed inside the Center. These partnerships allow the Surprise Resource Center to offer a one-stop shop of

information, referrals, programming and services to the communities of Surprise, El Mirage, Sun City, Sun City West, Waddell, Wittmann and surrounding areas.

Current partners and services offered at the Surprise Resource Center include but not limited to:

- Adelante Healthcare – Women, Infant and Children (WIC) & Benefits Assistance (AHCCCS, SNAP, TANF, KidsCare, Marketplace)
- Helping Families In Need – Benefits Assistance (AHCCCS, SNAP, TANF, KidsCare, Marketplace)
- Maricopa County Department of Public Health, First Teeth First – Dental Screenings and Fluoride Varnishing
- Child & Family Resources, Parents As Teachers – Program Outreach, Group Connections, and Developmental/Sensory Screenings
- Surprise Community Action Program – Rental, Mortgage, and Utility Assistance
- Maricopa County Workforce Development, Arizona@Work – Employment Services
- Northern Arizona University, AmeriCorps/ Arizona Coalition for Military Families – Veteran Navigaton
- Department of Veteran Services – Veteran Benefits Counselor
- Fresh Start Women's Foundation – Variety of Services for Women
- Sojourner Center – Domestic Violence Support
- Benevilla Family Resource Center – Parent Education & Support
- Your Sure Foundation – Financial Literacy & Education
- St. Mary's Food Bank – Emergency Food Boxes
- A New Leaf, Volunteer Income Tax Assistance (VITA) –Free Income Tax Preparation
- West Valley Housing Assistance Center/Phoenix Rescue Mission/Lutheran Social Services – Homeless Services
- Public Computer Lab

According to the First Things First 2022 Northwest Maricopa Needs and Assets Report, the Northwest Maricopa Region has a total population of 683,160 residents, including 55,078 children under the age of six, which makes up eight percent of the population. In this region, 12% of the population and 20% of children under age six are living in poverty. The City of Surprise recognizes the Family Resource Center strategy as an exceptional investment that supports families with young children holistically and ultimately increases a

child's ability to enter Kindergarten ready to succeed. The Surprise Resource Center became a member (non-FTF funded Family Resource Center) of the First Things First, Family Resource Network in 2021 which enabled our Center to network and learn extensive information on implementations to enhance the Surprise Resource Center operations.

In FY22, The Surprise Resource Center provided over 8,400 households (duplicated) with information and referrals and expected to serve over 10,000 households (duplicated) in FY23. The City of Surprise Resource Center operates the Surprise Community Action Program (CAP) that serves residents of Surprise, El Mirage, Sun City, Sun City West, Waddell, and Wittmann through funding from Maricopa County. The CAP grant funds City of Surprise staff to implement rental and utility assistance along with information and referral. In addition to services provided at the Surprise Resource Center, City Resource Center staff currently provide services in the City of El Mirage through a partnership with the City three days a week and the Saguaro Jane Food Bank in Wittmann once a month.

The City of Surprise Resource Center is able to leverage funding by City of Surprise to support the First Thing First – Family Resource Center funded staff, programs, and services. The City of Surprise Resource Center currently has 10 full time and two part time positions to support First Things First funded staff with program implementation and/or information and referrals. The Center is proud of the success of its current implementation of information and referral services and if awarded this grant, is confident and excited to add direct early childhood programming to the service areas of Surprise, EL Mirage, Sun City, Sun City West, Waddell, Wittmann and surrounding areas. The Surprise Resource Center currently partners with our internal departments such as Arts, Culture & Library Department, Fire-Medical Department, Police Department, and Parks & Recreation and expects those partnerships to grow with First Things First funding availability.

Due to the growth of the population increases and the need for additional programs and services, the City of Surprise is partnering with Maricopa County to construct a state of the art estimated 36,000 sq. ft. Multigenerational Community Resource Center to serve the Northwest Valley. This project is co-funded by Maricopa County and the City of Surprise, with support from Sens. Kelly & Sinema through a Congressional Directed Spending award. The new Center will include the Surprise Resource Center, City of Surprise Hollyhock Library and the Surprise Senior Center. There will be growth for library patrons and services, expansion of community groups, clubs and non-profit organizations, along with after school and summer youth programming. The Center is also planning to incorporate three Head Start classrooms, serving infants through five year olds. The new Center project is expected to be completed in December 2025 and will be located next door to the new Housing Authority of Maricopa County Sr. Housing Complex, Senior Heritage at Surprise.

3. Describe your organization's experience working with the identified target population and geographic area.

Since July 2021, the City of Surprise Resource Center has served over 3400 households (duplicated) with children ages 0-5. Services provided to these families included rental and utility assistance, employment services, emergency food boxes, parent support and information and referrals.

As noted in question 2 above, The City of Surprise Resource Center currently assists residents in the service areas of Surprise, El Mirage, Sun City, Sun City West, Waddell, Wittmann and surrounding areas, assisting over 8,400 households in FY22. Although the Center is physically located in Surprise, we currently provide services out into the communities of Surprise, El Mirage, and Wittmann. Our current zip codes served include the FTF Surprise Geographical areas with zip codes 85335, 85355, 85361, 85374, 85378, 85379, 85387, 85388 and 85396.

In the City of Surprise, Center services are provided at the Surprise Resource Center, Surprise Regional Library, Benevilla, and several apartment complexes. In the City of El Mirage, services are provided at the City of El Mirage CAP Office three times a week and at the Saguaro Jane Food Bank in Wittmann monthly during food box distribution to over 200 families.

The Center currently partners with several First Things Funded and non- funded First Things First organizations to bring services to target population at the Center including: Child & Family Resources, Benevilla Family Resource Center, Adelante HealthCare, First Things First, Dysart Community Center, Dysart Unified School District, Fresh Start Womens Foundation, and Catholic Charities Westside Head Start.

Funding through the First Things First Family Resource Center strategy will target families with a pregnant mother and families with children birth to age five. We are confident this funding will allow us to reach more families in this targeted area.

Proposed Program Description

Narrative Responses

Please provide a narrative response within the box the request/question is posed. Refer to, but do not cut and paste from, the Standards of Practice or the Scope of Work when considering the following:

4. Provide a clear description of the proposed approach for delivering services/implementing this grant. As part of the description, include the following:
   - Program model, if applicable, and program components.
   - Any tools and equipment used as part of program implementation (such as assessments tools, screening equipment, satisfaction surveys, etc.).
   - Where and when services will be provided, and if applicable, hours of operation.

The City of Surprise Resource Center will follow the First Things First Standards of Practice model and implementation standards for the Family Resource Center to include Site Standards, Recruitment, Outreach, and Networking, Information, Resources and Referrals to Services, Parenting Activities and Parent Education, Continuous Quality Improvement, Policies and Procedures.

Funding provided by First Things First will be used to help support the Surprise Resource Center, a facility that helps connect Northwest Valley families to a wealth of human services. It is expected that over 1000 parents and caregivers with children birth to age five will receive referral to services as well as access to information on how to encourage positive early childhood health and development as well as positive parenting practices. In addition, the Resource Center is expected to offer 240 parenting activities to help promote the above-mentioned goals. The Resource Center staff will provide referrals and information on a daily basis based on the amount of in-person and telephone contacts that are made within a typical day. Parent activities will be conducted through a variety of scheduling models. Many of the once a week for a set number of weeks while other programs are offered on a monthly basis with one class or activity a month. The majority of program components will be provided or hosted at the Resource Center while others will be held at host sites such as local libraries, schools, apartments, El Mirage Community Center, and Saguaro Jane Food Bank in Wittmann. The Resource Center, located at 12425 W. Bell Rd., Ste 124 in Surprise operates Monday and Tuesdays from 8:00AM-5:00PM, Wednesdays and Thursdays from 8:00AM – 7:00PM, and Fridays from 8:00AM-12:00PM. Most components of the program will be scheduled within normal operating hours, but some will be scheduled outside of these hours including other evenings and weekends to accommodate as many family's schedules as possible.

The Center will utilize several different tools to assess our programming and serves such as satisfaction surveys, suggestion box, pre-post evaluations, a monthly calendar and will review these on a consistent basis following the Standards of Practice.

5. Identify any necessary capacity and/or start up/infrastructure needs, (e.g., collaboration/partnerships, hiring and training staff, office space, etc.) for successful implementation.

The Surprise Resource Center is currently operational with a 6,000 square foot facility with office space for new staff and partnerships with over 35 organizations. Most of these organizations serve the First Things First targeted population. We currently have 12 City of Surprise Resource Center staff members that provide information and referrals to the targeted population that enable us to leverage costs that will support this proposal.

The Center will need to hire and train two staff members to implement the First Things First Family Resource Center strategy utilizing the Human Services Supervisor's expertise in early childhood programs and services and First Things First Family Resource Center implementation experience. Staff training will include City of Surprise training, FTF required training, Car seat technician training, and Active Parenting Curriculum training for successful implementation.

Although we currently partner with 35 organizations, staff will need to develop and implement agreements with consulting partner organizations to provide direct programs such as STEAM, Early literacy, Parenting, Kindergarten Readiness, and Financial literacy.

We expect to be staffed, trained, and fully operational in implementation within six months of First Things First grant approval.

6. If applicable, list all identified sub-grantees. Describe their role in program implementation and why they were identified to play such a role.

N/A

7. State the proposed contract service unit number(s) for your program and explain how each number was determined.

The Surprise Resource Center proposes to serve the Targeted Service Units (TSU) of 240 Parenting Activities conducted. The following activities and numbers were determined by the following and will take place at the Surprise Resource Center and other community locations.

Workshop Activities/Education: Total - 61

18 Car Seat Workshops

9 Financial Literacy & Education Workshops

18 Employment Services Workshops

16 Active Parenting: First Five Years Workshop

Parent/Child Interactions: Total - 165

116 Play Groups

16 Early Literacy

24 STEM programming

9 Kindergarten Readiness

Parent Support Groups: Total - 9

9 Support Groups

Events: Total – 5

SciTech Festival, Holiday Event, KIDZ Jamboree – Week of the Young Child, Care & Share Expo, Baby Shower

Total Activities: 240

8. Describe your plan to outreach, recruit and engage the identified target population.

The Resource Center and Human Service & Community Vitality department (HSCV) staff have worked diligently to network with non-profits organizations, governmental organizations, churches, local schools and apartment complexes for the purpose of outreach, recruitment, and engagement of the target population. Regularly scheduled information and community events, networking events and targeted outreach have also proven to be effective means for marketing the resources and services currently available at the Resource Center. Outreach will take place per SOP weekly, monthly, and quarterly. We have found that our libraries are a great resource to recruit the target population and will continue to reach areas where the targeted population is located in our geographical area for the grant. Staff will employ a monthly calendar and emails to families to continue to work on outreach and engagement. Incentives will be utilized to encourage participation in programming. To ensure families have adequate access to the Center, programming will focus on mornings, afternoons, and evenings to allow more families the opportunity to participate. The Resource Center is open Mondays and Tuesdays from 8:00am to 5:00pm, Wednesdays and Thursdays from 8:00am to 7:00pm, and Fridays from 8:00am-12:00pm. The Resource Center is

available other evenings and weekends to accommodate more programs and allow for families the opportunity to attend parenting activities. HSCV also utilizes three separate social media platforms for outreach purposes.

9. Describe how you would maintain engagement and retention of participants.

As mentioned in question 8, monthly calendars and emails will help us maintain engagement and retention of participants. We will utilize parent surveys, suggestion box, and parent groups to engage families in program delivery and services. The Center will utilize participant input to plan future programming and services to ensure we are serving the needs of families. Programming will utilize incentives to encourage families to continue to participate in programming.

10. What challenges do you anticipate with delivering services/implementation and what are your plans to address those challenges?

WE anticipate the biggest challenge to be building capacity and the start-up of implementation since the Center has not directly implemented many parenting activities in the past. We have the utmost confidence in overcoming any challenge thanks to the wrap around support of the city and partners committed to implementing these programs. The Center will need to hire staff and build new formal agreements with consultants to implement majority of parenting activities and will be fully operational for service delivery within six months of grant approval. In anticipation of this grant, staff has been preparing all aspects of the grant proposal for months. Staff have worked with our Human Resources Department to establish job descriptions for both positions and met with other Family Resource Center to discuss their success and challenges to be best prepared. Staff has also researched programming costs and agreements other Centers established for programming. This preparation will allow for faster implementation of parenting activities. Staff is already providing and tracking information and referrals at the Resource Center.

Another challenge that we anticipate is meeting the contracted service units of 240 activities as we will not be ready to fully implement service delivery July 1, 2023. To overcome this challenge, the Center plans to use current partnerships to recruit, engage, and schedule programming. These partnerships include libraries, local schools, Saguaro Jane Food Bank, and City of El Mirage. Staff has met with all of these partners to discuss future programming possible with this grant funding. Through leveraging of City funding for current staff, current staff can support FTF funded staff with outreach, information and referral, and preparation for programming that will allow FTF staff to focus on implementing the parenting activities.

The City of Surprise Resource Center is confident with current resource center programming, leveraging of other staff funding, and preparation for the First Things First grant, we will be successful in meeting all FTF requirements.

11. Describe your process for recruiting or hiring any staff needed to implement this grant. Include your approach to filling vacancies that might occur during grant implementation.

For fiscal year 2024, the Resource Center will actively look to hire two full-time staff members funded through FTF. Any potential candidate for the positions will have to meet the minimum requirements for the positions as stated in the FTF Standards of Practice and will have to demonstrate they are aware and respectful of the cultural diversity and responsiveness that the Resource Center had carefully

cultivated throughout the years it has been in service. The postings of the positions will state that a bilingual (English and Spanish) applicant is preferred and that they are familiar with the surrounding community and the available resources families need to support children's health and development. Support and guidance from the City of Surprise's Human Resources department will be critical in hiring any potential staff members. We will use current city HR policies, guidelines, and tools to recruit and locate potential applicants via various channels (ex. online job postings, internal and external posting, job fairs, etc.). We do not anticipate any difficulty finding worthy candidates based on success of the City of Surprise's hiring practices and the attractiveness of working with the City of Surprise and the Resource Center. When vacancies occur during grant implementation, other leveraged funded staff, including the Human Services Supervisor, can assist in implementation while HR recruits to fill the vacancy.

12. Describe the initial onboarding and ongoing professional development activities that will be provided to all staff funded under the program (including supervisory, direct service, administrative support staff, etc.).

New City of Surprise staff begin with an overall organization training on the first day of employment and within the first 30 days, attend the extended New Employee Orientation. During the first week, new staff receive training one-on-one with their supervisor, complete online webinars required by City of Surprise, review First Things First grant and Standards of Practice, review agreements with contracted organizations providing programming. Within the first two months, staff will attend required FTF trainings listed in the SOP, register and possibly attend car seat technician and Active Parenting training, network with organizations internally and externally, plan, prepare (shadow other FTF funded Resource Center programming) and implement parenting activities. Staff will attend the FTF Family Resource Network quarterly where they can network and receive additional professional development. Staff will research and register for additional professional development to meet the minimum annual professional development of 18 hours.

13. Describe how regular supervision and ongoing support would be provided to staff.

Deborah Perry, Human Services & Community Vitality (HSCV) Assistant Director directly supervises the Human Services Supervisor, Jennifer Griffin biweekly and as needed for coaching on supervisory and leadership skills, and programmatic and quality assurance.

The Human Services Supervisor, Jennifer Griffin directly supervises the Early Childhood Education Coordinator (TBH) biweekly and as needed for coaching, overall operations of the FTF grant implementation and direct service. The Human Services Supervisor will complete parenting activity observations on a monthly basis to provide feedback regarding strengths and areas of development for best practices. The Human Services Supervisor is responsible for overall Resource Center operation including partnerships, Surprise Community Action Program (CAP), and FTF Grant Operations. The Human Services Supervisor's office is located inside the Resource Center and available on a daily basis.

The Early Childhood Education Coordinator (TBH) will directly supervise the Early Childhood Education Specialist (TBH) biweekly and as needed for coaching, program implementation guidance regarding activities and outreach. The Coordinator is responsible for overall operations of the FTF grant to include information and referral, parenting activities, outreach, recruitment, and FTF budget, data collection and reporting. The Coordinator's office will be located inside the Resource Center and available on a daily basis.

Implementation Plan

Provide a detailed description of, timeline and logical sequencing for how the proposed program will be implemented and how intended outcomes will be achieved. This includes the day-to-day activities and operations of the proposed program that align to and fulfill the strategy Standards of Practice and/or Scope of Work. Do not cut and paste from the Standards of Practice or the Scope of Work. Additional rows may be added or removed as needed.

Proposed Program Description Implementation Plan (including but not limited to the following activities):

- Implementation of any intake and enrollment processes.
- Implementation of program components and activities e.g., screenings, assessments, surveys, etc.
- Determination of and processes for service completion or discontinuation of services, as applicable.
- Activities to support culturally competent programming.
- Selection and management of sub-grantees.
- The development/updating of policies and procedures.
- Recruitment and retention efforts of the target population.
- The development and approval of collateral materials (brochures, flyers etc.) and media and news releases. Refer to FTF Branding Guide http://www.firstthingsfirst.org/grants/grantee-resources.
- Planning and implementation of outreach activities, including relationship-building and coordination with partners to reach the target population.

Activity *a major unit of work for strategy implementation*	**Task(s)** *set of specific steps or actions to complete the activity*	**Person(s)/Roles Responsible**	**Timeframe Task(s) Will Be Completed** *A date, range of dates or frequency (daily, monthly, quarterly, annually) Terms such as "ongoing" and "continuous" are not acceptable.*
Grant review	1. Team meeting to review grant award and program plan	Jennifer Griffin - Human Services Supervisor	Within two weeks of award notification
	2. Prepare for City Council meeting Action Approval	Deborah Perry - Human Services & Community Vitality Assistant Director Seth Dyson – Human Services & Community Vitality Director	Within 30 days of award notification

Recruit, interview, hire new staff	1. Prepare/Update final version of Job Descriptions, interview questions for Early Childhood Education Coordinator and Specialist 2. Post Job Opportunities, interview, and hire selected personnel	Jennifer Griffin -Human Services Supervisor Deborah Perry - Human Services & Community Vitality Assistant Director Human Resources	Within 2 weeks of award notification Within 60 days from fully executed agreement
Request for Proposal & Establish Professional Service Agreements with organizations to provide services with Surprise Resource Center	1. Submit legal document request to Surprise Legal Department with detailed Scope of Work 2. Review Proposals & select organization 2. Send Completed document for processing of signatures through City Clerk's Office	Jennifer Griffin- Human Services Supervisor Deborah Perry - Human Services & Community Vitality Assistant Director To be Hired - Early Childhood Education Coordinator City Attorney City Clerk's Office	August 1, 2023 – June 30, 2024

Policies & Procedures	1.Develop & Implement Surprise Resource Center FTF Policies & Procedures	Jennifer Griffin - Human Services Supervisor To be Hired – Early Childhood Education Coordinator To be Hired – Early Childhood Education Specialist	By December 31, 2023
New Staff Training	1. Review all policies and procedures for City of Surprise and First Things First funded staff 2. Complete all City of Surprise Vector Solutions training including culturally responsive training 3. Attend Active Parenting training 4. Attend Car Seat Certification training	To be Hired – Early Childhood Education Coordinator To be Hired – Early Childhood Education Specialist	August 1, 2023 – June 30, 2024

	5. Attend all required Family Resource Center required training to include the Certification training on the Standards of Quality for Family Strengthening & Support, Protective Factors Framework, and 18 hours of additional training yearly		
Referrals to services/programming	1. Follow referral process to ensure family's needs are being met 2. Staff or family fill out intake forms 3. Referrals are made based on family's needs 4. Staff notes the type of referral made and to what agency or program the referral was made to 5. Follow up on referrals if needed	Jennifer Griffin/Human Services Supervisor To be Hired – Early Childhood Education Coordinator To be Hired – Early Childhood Education Specialist Carmen Miranda – Resource Center Coordinator Donna Rice – Administrative Technician Adonis Deniz/James Morse – General Service worker	Daily

		Jordan Burck/Rosa Ruvalcaba/Allyssa Estavillo/Brenda Adame – Resource Center Specialist	
Parenting Activities	1. Schedule and coordinate parenting activities 2. Advertise and promote parenting activities 3. Recruit and register families for the parenting activities 4. Deliver parenting activities 5. Evaluate parenting activities	To be Hired – Early Childhood Education Coordinator To be Hired – Early Childhood Education Specialist	Daily, Weekly, Monthly
Outreach/Marketing	1. Media releases through City of Surprise Communications Department 2. Attend 5 community events to market Resource Center programs	To be Hired – Early Childhood Education Coordinator To be Hired – Early Childhood Education Specialist	Daily, weekly, monthly

	3. Attend Quarterly Partner Meetings to promote programs 4. Establish and have monthly calendar of Center programs and services available at the Center, satellite locations, and online 5. Promote programs at the Surprise Regional Library		
Program Evaluation	1. Review suggestions/ideas from suggestion box 2. Review surveys 3. Review pre and post evaluations 4. Review Feedback from staff 5. Make changes to program delivery if needed	Jennifer Griffin - Human Services Supervisor To be Hired – Early Childhood Education Coordinator To be Hired – Early Childhood Education Specialist	Monthly, Quarterly

Collaboration

Narrative Responses

Please provide a narrative response, within the box the request/question is posed, to the following:

14. Describe how collaboration would be approached, including the specific partners and the current status of these relationships. Include details about the specific activities to establish, strengthen and maintain relationships and how they will impact the success of the program.

Currently, the Resource Center counts on several established collaborative relationships with other community and governmental departments to provide services and programs at the facility. Most of these collaborations serve the FTF geographical area for Surprise as well.

Our Current Established Collaborative Partnerships include:

- Maricopa County Human Services Department – Community Action Program – Intergovernmental Agreement
- Maricopa County Human Services Department – Workforce Development – Intergovernmental Agreement
- Maricopa County Department of Public Health – First Teeth First – Premise Use Agreement
- Child & Family Resources – Parents As Teachers – Premise Use Agreement
- Adelante Healthcare – WIC & Benefit Eligibility – Premise Use Agreement
- Your Sure Foundation – Financial Literacy & Education – Premise Use Agreement
- Helping Families in Need – Benefit Eligibility - Premise Use Agreement
- Your Sure Foundation – Variety of Services to Women- Premise Use Agreement
- Benevilla Family Resource Center - Early Childhood - Premise Use Agreement
- Northern Arizona University, AmeriCorps – Veteran Navigation – Intergovernmental Agreement
- Arizona Department of Veteran Services – Veteran Benefit Counselors – Premise Use Agreement
- Chance Shelter – Pet Services – Premise Use Agreement
- Area Agency on Aging – Medicare Counseling – Premise Use Agreement
- A New Leaf – Volunteer Income Tax Assistance & Domestic Violence Support – Premise Use Agreement
- Sojourner Center – Domestic Violence Support – Premise Use Agreement
- One-n-Ten – LGBTQ Support Groups – Premise Use Agreement

- Lutheran Social Services I-HELP – Homeless Services – Premise Use Agreement
- City of El Mirage – Local ARPA Rent/Utility Assistance – Intergovernmental Agreement
- St. Mary's Food Bank – Emergency Food Boxes – Service Agreement
- Surprise Youth Foundation – Youth Program Funder – Premise Use Agreement

The Resource Center also has collaboration with many other community organizations that are within the City of Surprise, while others cross city boundaries and extend into neighboring communities such as El Mirage, Sun City, Sun City West, Peoria, Youngtown, Waddell, Wittmann, and Wickenburg. Some of these community collaborations include St. Vincent de Paul, Salvation Army, Youngtown Lending Closet, Lion's Club, Rotary Club of Surprise, Maricopa County Head Start, Dysart Community Center, West Valley Housing Assistance Center, Saguaro Jane Food Bank and Southwest Valley Advocacy Center.

Internal City of Surprise Department Collaboration's occur between the Resource Center and Police Department, Fire & Medical, Libraries, and Parks & Recreation.

The Resource Center hosts and facilitates a Quarterly Partner Meeting for formal and informal partners to discuss information and referrals, organization updates, and trends in the community. This meeting allows important networking between organizations that impact the success of the Resource Center and organizations missions.

For future collaboration through the First Things First grant, staff will reach out to other FTF grantees and non-funded FTF organizations to assist with information and referrals and programming and services to add to the Resource Center through legal agreements to include such organizations as: Arizona Science Center, Southwest Human Development, Growing Minds Preschool in Dysart Unified School District, and TEAM 4 KIDS.

15. Describe how your program would be structured to work effectively across diverse communities, including how you will respond and adapt to the diverse needs of the target population.

The Resource Center provides services appropriate to the diverse needs of the target population. When hiring, we seek bilingual candidates who live in the community and who represent the population in the community. We hire staff that demonstrate sensitivity and understanding of cultural difference of the population that we serve. We also provide annual training designed to increase understanding of family unique characteristics and values. The Resource Center will utilize trainings, family surveys and discussions, team meetings, quarterly partner meetings, and updated needs and asset reports as tools to adapt programming and services that meet the needs of our target population.

Implementation Plan

Provide a detailed description of, and timeline for, how the proposed program will collaborate with community partners to support the success of your program. This includes the day-to-day activities and operations that align to and fulfill the strategy Standards of Practice and/or Scope of Work. Do not cut and paste from the Standards of Practice or the Scope of Work.

Collaboration (including but not limited to the following activities)

- Process for the development and implementation of collaboration efforts within your organization, across unit/team coordination and with external partners.

Activity *a major unit of work for strategy implementation*	**Task(s)** *set of specific steps or actions to complete the activity*	**Person(s)/Roles Responsible**	**Timeframe Task(s) Will Be Completed** *A date, range of dates or frequency (daily, monthly, quarterly, annually) Terms such as "ongoing" and "continuous" are not acceptable.*
Coordinate and facilitate quarterly partner meetings	1. Continue quarterly partner meetings at the Resource Center	Jennifer Griffin, Human Services Supervisor	quarterly
Attend required FTF meetings and trainings including FTF Family Resource Network meeting	1. All FTF Funded staff will attend the required FTF meetings and trainings	TBH, Early Childhood Education Coordinator TBH, Early Childhood Education Specialist	July 1, 2023- June 30, 2024
Attend FTF Regional Council Meetings	1. FTF funded staff member will attend FTF Northwest Maricopa Regional Council Meeting	TBH, Early Childhood Education Coordinator	Monthly
Coordinate with internal City Departments (libraries, Police, Fire, Parks & rec)	1. meet with internal departments to discuss program collaboration	TBH, Early Childhood Education Coordinator TBH, Early Childhood Education Specialist	July 1, 2023 – June 30, 2024
Establish Professional Service Agreements with organizations	1. Submit Request for Proposals with SOP (if	TBH, Early Childhood Education Coordinator	July 1, 2023 – June 30, 2024

contracting early childhood programming	needed) to Surprise Legal Department 2. Send completed document for processing of signatures		
Establish Premise Use Agreements with Early Childhood providers to provide programming and services at the Center	1. Submit Request for Proposals with SOP (if needed) to Surprise Legal Department 2. Send completed document for processing of signatures	TBH, Early Childhood Education Coordinator	July 1, 2023- June 30, 2024

Continuous Quality Improvement (CQI), Data Collection, Reporting and Evaluation

16. Describe your process for continuous quality improvement (CQI) and activities for self-monitoring, identifying and addressing challenges, reflecting on program delivery and identifying enhancement opportunities.

The resource Center will utilize several activities and tools for self-monitoring, identifying and addressing challenges, reflecting on program delivery and identifying enhancement opportunities. These include but not limited to:

- Staff supervision
- Staff Evaluation and observations of parenting activities
- Suggestion Box
- Parent surveys
- Pre & Post Tests Assessments
- Retrospective Protective Factors Survey
- Feedback from service providers that partner with Resource Center

Implementation Plan

Provide a detailed description of, and timeline for, how the proposed program will approach continuous quality improvement and adherence to First Things First requirements relating to data collection, reporting and evaluation. This includes the day-to-day activities and operations that align to and fulfill the strategy Standards of Practice and/or Scope of Work. Do not cut and paste from the Standards of Practice or the Scope of Work.

Continuous Quality Improvement (CQI), Data Collection, Reporting and Evaluation

- Collecting, compiling and submitting data and narrative reports to FTF
- External evaluation, if applicable
- Review of program implementation and current CQI methods (e.g., surveys, participant feedback, etc.) to inform ongoing work
- Ongoing review and updating of program policies and procedures

Activity *a major unit of work for strategy implementation*	**Task(s)** *set of specific steps or actions to complete the activity*	**Person(s)/Roles Responsible**	**Timeframe Task(s) Will Be Completed** *A date, range of dates or frequency (daily, monthly, quarterly, annually). Terms such as "ongoing" and "continuous" are not acceptable.*
One on One Individual Staff meetings	1. Review Program implementation	Jennifer Griffin, Human Services Supervisor	July 1, 2023 – June 30, 2024

	2. Management responds to staff needs regarding plan implementation		
Midyear & Annual Performance Reviews	1. Management staff completes mid-year and annual performance reviews following Surprise Human Resources Procedures	Jennifer Griffin, Human Services Supervisor TBH, Early Childhood Education Coordinator	January 2024 – Mid Year May 2024 - Annual
Review surveys, suggestion box, and pre and post assessments	1. Obtain evaluation information such as surveys including Retrospective Protective Factors Survey, suggestion box, and pre and posttests from early childhood programs 2. Receive and review suggestions from families to inform and plan future service delivery at Support groups 3. Receive feedback from service providers that partner with Resource Center to inform quality improvement practices	TBH, Early Childhood Education Coordinator	Monthly, Quarterly

Financial Oversight

Implementation Plan

Provide a detailed description of, and timeline for, your organization's approach to fiscal oversight. This includes the day-to-day activities and operations of your organization's fiscal oversight process.

Financial Oversight

- Management of budget (include activities how budget will be managed between program and finance staff to ensure consistent and complete expenditure of funds)
- Submitting reimbursements (include activities for approval process, approval hierarchy and PGMS entry)
- Budget modifications (include activities for determination of need for modification, approval process/hierarchy and PGMS entry)
- Management of sub-grant budgets, if applicable. (include review, approval and oversight activities)

Activity *a major unit of work for strategy implementation*	**Task(s)** *set of specific steps or actions to complete the activity*	**Person(s)/Roles Responsible**	**Timeframe Task(s) Will Be Completed** *A date, range of dates or frequency (daily, monthly, quarterly, annually) Terms such as "ongoing" and "continuous" are not acceptable.*
Review of budget	1. Manage and maintain a spending plan for FTF budget 2. Review budget during one on one meetings with Human Services Supervisor 3. Meet quarterly to review budget spend down with Senior Financial Analyst and Human Service & Community Vitality Assistant Director	Jennifer Griffin, Human Services Supervisor TBH, Early Childhood Education Coordinator DeAnn Blandford, Senior Financial Analyst Deborah Perry, Human Services & Community Vitality Assistant Director Senior Accountant – Finance Department	Daily, Bi-monthly, and Quarterly
Reimbursements	1. Submit financial reports for reimbursements	DeAnn Blandford, Senior Financial Analyst	Quarterly financial report/reimbursement documentation

	2. Review for compliance and allowable expenses 3. Reconciles internal financial system	Deborah Perry, Human Services & Community Vitality Assistant Director Senior Accountant – Finance Department staff	
Modifications	1. Request modification for current budget 2. Modification approvals are reviewed and submitted to internal financial system	TBH, Early Childhood Education Coordinator FTF Fiscal Specialist DeAnn Blandford, Senior Financial Analyst Deborah Perry, Human Service & community Vitality Assistant Director Finance Department Staff – Budget and Accounting	Quarterly

Section B - Personnel (Program Personnel Table and Program Organization Chart)

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be **fully or partially funded** through the program (listed under Personnel Services/Salaries in the budget) and the Full-Time Equivalent (FTE) for each position. For Key Personnel positions to be hired (TBH), describe the desired background/experience/degrees and field of study - and for all Key Personnel positions, indicate whether personnel meet the staffing qualifications in the Standards of Practice (SOP).

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	**Background/Expertise*** Must include qualifications that align with the Standards of Practice (SOP)	**Key Roles and Responsibilities**	**Meets the SOP Staffing Qualifications Yes/No****	**FTEs funded through the program**
TBH/Early Childhood Education Coordinator	Minimum of Bachelor's degree in early childhood development, education, family studies, social work or a related field or formal training on the topic covered & at least two years of professional experience working with families with children birth to five	Conducts outreach to internal and external organizations providing services to families with children 0 to 5 years of age. If needed, develops and implements agreements with service providers. Implements and facilitates parenting activities following First Things First SOP at Resource Center and other community locations in the region. Facilitates parent/family referrals to internal and external organizations that provide services to families with young children. Collects and reports data to First Things First. Oversees the First Things First budget and expenditures. Supervises the Early Childhood Education Specialist.	Yes	1.0 FTE

TBH/Early Childhood Education Specialist	Minimum of Bachelor's degree in early childhood development, education, family studies, social work or a related field or formal training on the topic covered & at least two years of professional experience working with families with children birth to five	Conducts outreach to internal and external organizations providing services to families with children 0 to 5 years of age. Implements and facilitates parenting activities following First Things First SOP at Resource Center and other community locations in the region. Facilitates parent/family referrals to internal and external organizations that provide services to families with young children. Collects data to assist in First Things First reporting.	Yes	1.0 FTE
Additional Personnel - those individuals funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
N/A				
			Program Total:	**2.0 FTE**

*** Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.**

**** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, and this application is awarded, a *Request for Exemption from Staff Qualifications* will be submitted and approved by FTF prior to hire.**

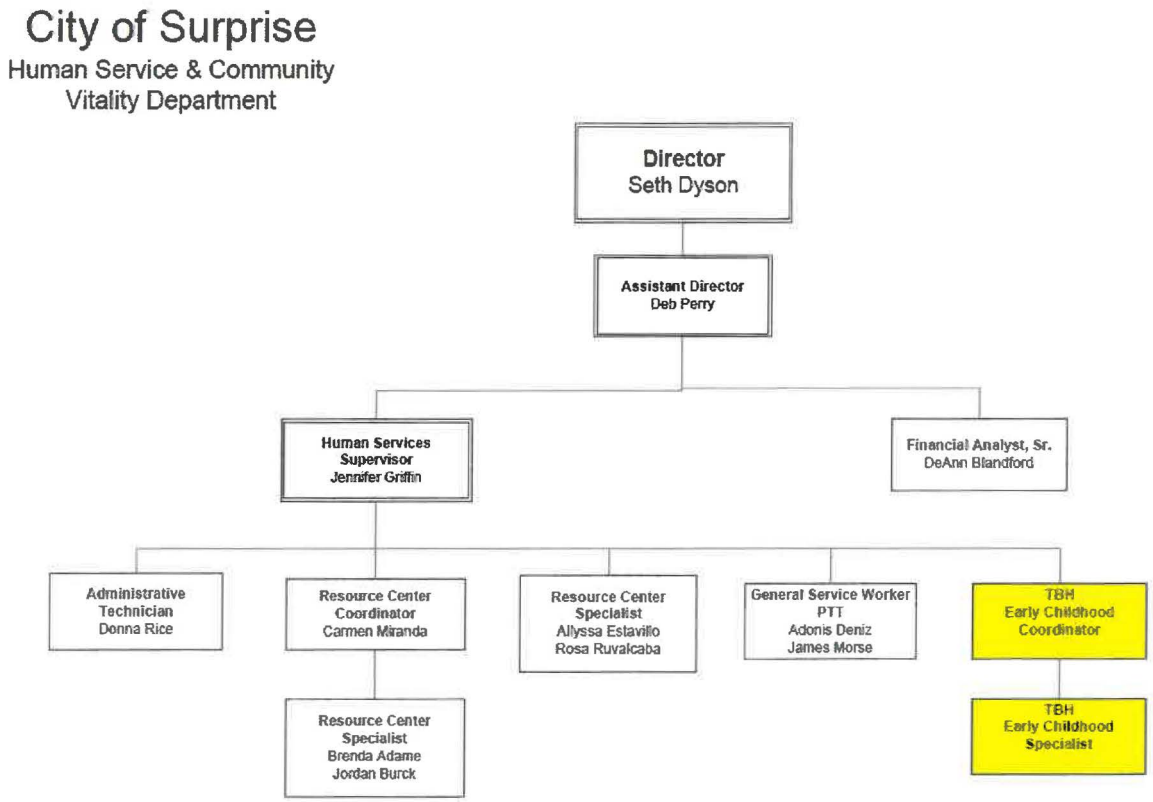
B. G [illegible] / City Manager — 4/11/23

Name/Title **Date**

Section B - Personnel (Program Personnel Table and Program Organization Chart)

Program Organization Chart

Include a Program Organization Chart that represents **all** personnel involved in program implementation - those that are fully or partially funded through the program **and** those that are provided in-kind to support some aspect of the program. The chart should illustrate administrative, supervisory, financial, and data collecting/reporting positions - and should differentiate between the funded and in-kind positions in some manner, such as a different background colors or a different shapes. If subcontracting with an agency - list the agency (preferably in another color or shape); the total number of positions involved in program implementation; and identify who has supervisory oversight of the subcontractor.



Section C - Line-Item Budget and Budget Narrative

SFY24 Line-Item Budget

Budget period: July 1, 2023 – June 30, 2024

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		**Personnel Services Sub Total**	**$124,679**
Salaries	1 FTE Early Childhood Education Coordinator 1 FTE Early Childhood Education Specialist	$70,731 $53,948	
EMPLOYEE RELATED EXPENSES		**nployee Related Expenses Sub Total**	**$63,831**
Fringe Benefits or Other ERE	1 FTE Early Childhood Education Coordinator 1 FTE Early Childhood Education Specialist	$33,389 $30,442	
PROFESSIONAL AND OUTSIDE SERVICES	**Professional & Outside Services Sub Total**		**$38,400**
Contracted Services	STEAM Programming Early Literacy Programming Kindergarten Readiness Programming Play Groups Financial Literacy & Education Workshops	$38,400	
TRAVEL		**Travel Sub Total**	**$589.60**

In-State Travel	Mileage for Local Travel	$589.60	
Out-of-State Travel	N/A	$0	
AID TO ORGANIZATIONS OR INDIVIDUALS		**Aid to Organizations or Individuals Sub Total**	**$0**
Subgrants or Subcontracts to organizations/agencies/entities	N/A	$0	
OTHER OPERATING EXPENSES		**Other Operating Expenses Sub Total**	**$20,462.40**
• Telephones/Communications Services	1 Desk Phone 1 Desk Phone (in-kind) 2 Cell Phone Stipend @ $42/month each	$400 $0 $1008	
• Internet Access	(in kind)	$0	
• General Office Supplies	Office supplies (in kind)	$0	
• Food	Meeting/Workshop/Event food	$550.40	
• Rent/Occupancy	(in kind)	$0	
• Utilities	(in kind)	$0	
• Furniture	2 Desks 2 Chairs	$800 $250	
• Postage	N/A	$0	

• Software (including IT supplies)	2 Microsoft Office License -$300 each	$600	
• Dues/Subscriptions	FTF Family Resource Center Network Dues	$500	
• Advertising	Marketing Materials (in-kind)	$0	
• Printing/Copying	Printing Marketing (in kind)	$0	
• Equipment Maintenance	N/A	$0	
• Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	Early Childhood Conference, Car Seat Technician Certification, Active Parenting Leader Training	$1568	
• Insurance	(in kind)	$0	
• Program Materials	Car seats, Active Parenting Curriculum, Play Group, event supplies	$14,236	
• Program Supplies	N/A	$0	
• Scholarships	N/A	$0	
• Program Incentives	Incentives for participations	$550	
NON-CAPITAL EQUIPMENT		**Non-Capital Sub Total**	**$2,038**
Equipment $4,999 or less in value	1 Laptops @ $1,666 each 1 Laptop Docking Stations @ $372 each 1 Desktop Computer (in kind)	$1,666 $372 $0 $0	

	4 Computer Monitors (in kind)		
SUBTOTAL DIRECT PROGRAM COSTS:			**$0**
ADMINISTRATIVE/INDIRECT COSTS		**Total Admin/Indirect**	**$0**
Indirect/Admin Costs		$	**$0**
TOTAL		**$**	**$250,000**

Authorized Signature _____ Date 4/11/23

SFY24 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

1.00 FTE of the **Early Childhood Education Coordinator** (TBH): This position is to be hired during FY2024. This is a twelve-month position which will be 100% dedicated to First Things First Programming. This position will be hired at a salary of $70,731 (City of Surprise mid-range Pay Grade 110), depending on education and experience.

1.0 FTE of the **Early Childhood Education Specialist** (TBH) – This position is to be hired during FY2024. This is a twelve-month position which will be 100% dedicated to First Things First Programming. This position will be hired at a salary of $53,948 (City of Surprise mid-range Pay Grade 106), depending on education and experience.

Total Personnel Expenses: $124,679

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Early Childhood Education Coordinator: Actual benefit costs were used to estimate expenses for FY2024. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of $33,389. This amount is based on the City of Surprise calculation of employee related expenses.

Early Childhood Education Specialist: Actual benefit costs were used to estimate expenses for FY2024. The components included are Health, Dental, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of $30,442. This is based on the City of Surprise calculation of employee related expenses

Total Employee related Expenses: $63,831

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

A total of $38,400 is budgeted for program services around the delivery of resources, referrals and parenting activities for families with a pregnant mother and families with children birth to

age five. The amount was based on verbal quotes from qualified consultants for services of a similar nature. The types of activities and services include but are not limited to: early language and literacy, discipline, brain development, kindergarten readiness, health, nutrition, child safety and economic security (ex. Raising A Reader, Active Parenting: First Five Years, Arizona Science Center, car seat safety, Kinder Prep, and financial literacy classes). All contractors will be subject to the First things First Standards of Practice and contracts will be procured through the City of Surprise procurement policies and procedures.

Total Professional and Outside Services: $38,400

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (https://gao.az.gov/travel/welcome-gao-travel) for both in-state and out-of-state travel.*

Mileage for Local Travel: Mileage was budgeted for approximately 150 miles per month for local travel at .655/mile not to exceed $589.50 annually.

Total Travel: $589.50

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

N/A

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephone/Communications Services: A total of $400 is budgeted to purchase a desk phone for one staff, the other desk phone is in-kind. A total of $1,008 is budgeted for cell phone stipend at $42 per month for two staff while out in the community providing programming and services.

Food: This line item will provide for food expenses primarily for community event, support groups and activities at the Resource Center and other community locations for a total of

$550.40. This allows for five events at a cost of approximately $75 per event as well as a series of support groups and activities at a lower cost.

Furniture: A total of $1,050 is budgeted to purchase two desks and two chairs for staff. This amount is based on the current costs of office furniture from City of Surprise vendor.

Software: A total of $600 is budgeted for two Microsoft Office licenses for staff. This amount is based on IT current calculations.

Dues/Subscriptions: This line item is budgeted for yearly membership dues of $500 for the First Things First Family Resource Network in which the Surprise Resource Center is a member. This amount is based on the Family Resource Network yearly membership rate for FY2024.

Professional Development: A total of $1,568 is budgeted for registration fees for local early childhood conference, Active Parenting: First Five Years Leader Training, and Car Seat Technician Certification training for FY2024. This amount was calculated by current training fees/registration:

Early Childhood Conference/Training (s) -$500 X 2 staff =$1,000

Active Parenting Training - $189 x 2 staff = $378

Car Seat Technician Certification - $95 x 2 staff = $190

Program Materials: A total of $14,236 is budgeted to purchase materials for activities aimed at promoting early childhood health, development, safety and well-being. The funds will cover child safety supply items such as:

Car Seats - approximately $118.99/car seat X 60 = $7139.40

Active Parenting Curriculum – Leader Guide $699, Parent Guides $16.95 X 60 =$1017

Play Groups – Educational Program Materials for weekly play group themes and materials for events $5,380.60

Program Incentives: A total of $550 is budgeted to purchase incentives for participation in activities held at the Resource Center and other community locations. The incentives will cover primarily books and educational items that will serve the dual purpose of encouraging participation and promoting literacy.

Total Other Operating Expenses: $20,462.40

Non-Capital Equipment: *For items with a unit cost less than $5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through*

competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than $5,000.

Non-Capital Equipment: A total of $2,038 is budgeted for one laptop and docking station based quotes from IT.

1 Laptops @ $1,666 each

1 Laptop Docking Stations @ $372 each

1 Desktop Computer (in kind)

4 Computer Monitors (in kind)

Total Non-Capital Equipment: $2,038

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

☒ **Option A - Administrative Costs**: *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

☐ **Option B - Federally Approved Indirect Costs**: *If your agency/organization has a*

federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. ***Applicants must provide a copy of their federally approved indirect cost rate agreement.***

Authorized Signature _____ Date: 4/1/23

Section D - Fiscal Information

Funding Sources and Financial Controls

A. **Funding Sources.** In the following table, identify other funding/resources (including federal, state, local and private funding) that the agency/organization will leverage to achieve the objectives of the proposed program. First Things First (FTF) funding can be used to enhance or expand the program funded by these additional funds, but FTF funding cannot supplant or be used to replace any existing state or federal funding for early childhood development and health programs.

Type of Funding (federal, state, local, private) and Agency/Organization Received From:	Brief Description of How the Funding Helps Achieve the Program Objectives	Amount
General Fund	Supervisory, financial, program delivery support including outreach and information & referral	$844,400
Maricopa County Human Services Department	Information and referrals to Parenting Activities	$535,250
	Total:	$1,379,650

B. **Financial Controls.**
Successful applicants will be expected to follow generally accepted accounting principles and be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by their agency/organization - across all funding sources.

Describe the financial controls and accountability measures the agency/organization will employ for the use of FTF funding for the proposed program.

The City of Surprise adheres to U.S. Generally Accepted Accounting Principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). City Management and the Finance Department have also established a comprehensive internal controls framework for the City of Surprise to follow. The First Things First grant will be accounted for in the City's grant funding under its own project code within the Human Service and Community Vitality (HSCV) Department. All First Things First grant activity will be closely monitored by the HSCV and Finance Departments to ensure all applicable State and local laws and regulations are followed.

Authorized Signature _____ Date: 4/11/23

Section E - Profile

Agency/Organization Profile

A. Grantee Information:

Agency/Organization: City of Surprise				
Contact Person: Seth Dyson			**Email: Seth.Dyson@surpriseaz.gov**	
Title/Position: Human Service & Community Vitality Director			**Phone: 623-222-1620**	
Address: 16000 N. Civic Center Plaza				
City: Surprise			**State: AZ**	**Zip: 85374**
County: Maricopa County				
Employer Identification Number (EIN): 86-6007796				
Agency Classification:	☐ State Agency	☐ County Government	X Local Government	☐ Schools
☐ Tribal	☐ Faith Based	☐ Non Profit	☐ Charitable	☐ Private Organization	☐ Other
Have you conducted business with First Things First using this EIN within the last year?			**X Yes**	☐ **No**
If not or if there has been address or EIN changes, please go to: https://gao.az.gov/sites/default/files/GAO-W-9_072815-S%26S%26A.pdf and download the State of Arizona Substitute W-9 Form, and submit with your application.				
Congressional district (federal) in which agency provides most services:			**District # 8**	
Legislative district (state) in which agency provides most services:			**District # 29**	
Go to http://www.azredistricting.org and click on Final Maps to identify your congressional and legislative district.				

Approximate federal funding (from a federal source) to be received in current fiscal year?		**$29,000,000**	
Agency's fiscal year-end date:	**June 30**		
Agency's accounting method:	☐ **Cash** **X Accrual**		
Does your organization undergo an annual independent audit in accordance with 2 CFR Part 200, Subpart F?		**X Yes**	☐ **No**
Contact information for firm conducting agency audit: Brittney Williams – Audit Partner			
Name of audit firm:	**Heinfeld Meech**		
Address:	**1365 N. Scottsdale Rd #300, Scottsdale, AZ 85257**		
Phone:	**(520) 275-3135**		

B. Program Summary:

Program Name: City of Surprise Resource Center

(The specific name of the program if different from the name of the strategy, organization, or model. If none, then enter N/A)

Program Model: Family Resource Center

(The specific name of the program model that has been proposed. If none, then enter N/A)

Geographic Area and/or Target Population: Northwest Maricopa County – Surprise, El Mirage, Waddell, Wittmann/Families with pregnant mother and families with children birth to age five

Brief Program Description (250 words or less):

The City of Surprise Resource Center is free standing, 6000 sq. foot building offering a one-stop shop for veteran, disability, and human service to residents of the Northwest Valley and surrounding areas. Through strategic partnerships with a growing number of community-based organizations and government agencies, the Center offers community connections to services that include rental and utility assistance, employment services, domestic violence support, application assistance for AHCCCS, SNAP, KidsCare, and Marketplace, WIC, Veteran services, homeless services, food and nutrition resources, parent education and support, and financial literacy.

The Center provides direct services for families with children birth to age five as well as referral to services that address their individual needs as well as parenting activities that work to increase their knowledge of child development and health and parenting.

The following is a list of services available at the Surprise Resource Center:

- Women, Infant and Children (WIC)
- Benefits Assistance (AHCCCS, SNAP, TANF, KidsCare, Marketplace)
- Dental Screenings and Fluoride Varnishing
- Parents As Teachers Program
- Rental, Mortgage, and Utility Assistance
- Employment Services and training
- Veteran Navigation
- Veteran Benefits Counselor
- Domestic Violence Support
- Parent Education & Support
- Financial Literacy & Education
- Emergency Food Boxes
- VITA Free Income Tax Preparation
- Homeless Services
- Public Computer Lab

The Surprise Resource Center operational hours:

Mondays/Tuesdays – 8:00am – 5:00pm

Wednesdays/Thursday – 8:00am – 7:00pm

Fridays – 8:00am -12:00pm

Strategy and Proposed Contracted Service Units

Primary Strategy: Family Resource Centers

Number of Parenting Activities Conducted: 240

Secondary Strategy: Family Support Coordination ***(if applicable)***

Number of Families Currently Enrolled: N/A

C. Contact Information:

The First Things First Partner Grant Management System (PGMS) has four contact slots per contract. The same person may be assigned to more than one slot.

Main Contact: is responsible for the overall program and will have access to all financial, programmatic, and data reports in PGMS.

Program Contact: is responsible for program implementation and will have access to the program and data reports in PGMS.

Finance Contact: is responsible for the submission of reimbursement requests through PGMS and will have access to budget and reimbursement information in PGMS.

Evaluation Contact: is responsible for the program evaluation and data collection activities and will have access to the data reports in PGMS.

PGMS Contacts		
Main Contact		
	Name: Deborah Perry	Email: Deborah.Perry@surpriseaz.gov
	Title/Position: Human Service & Community Vitality Assistant Director	Phone: 623.222.1623
	Physical Address (if different than the agency address):	
Program Contact		
	Name: TBH	Email: TBD
	Title/Position: Early Childhood Education Coordinator	Phone: TBD

	Physical Address (if different than the agency address): Surprise Resource Center, 12425 W. Bell Rd., Ste 124, Surprise, AZ 85374	
Finance Contact		
	Name: DeAnn Blandford	Email: DeAnn.Blandford@surpriseaz.gov
	Title/Position: Senior Financial Analyst	Phone: 623.222.3250
	Physical Address (if different than the agency address):	
Evaluation Contact		
	Name: Jennifer Griffin	Email: Jennifer.Griffin@surpriseaz.gov
	Title/Position: Human Services Supervisor	Phone: 623.222.1028
	Physical Address (if different than the agency address): Surprise Resource Center, 12425 W. Bell Rd., Ste 124, Surprise, AZ 85374	

FIRST THINGS FIRST

Request for Grant Application Amendment #1

Request for Grant Application No.:	**FTF-RC008-24-0788-00**
Request for Grant Application Title:	**Northwest Maricopa Regional Partnership Council – Family Resource Centers**
RFGA Release Date:	**March 1, 2023**
Issuing Agency:	**Arizona Early Childhood Development and Health Board, First Things First**
Due Date:	**April 12, 2023**
Receipt/Opening Location:	**First Things First 4000 N Central Avenue, Suite 800, Phoenix, AZ 85012**
Contact:	**grants@azftf.gov**

A SIGNED COPY OF THIS AMENDMENT SHALL BE RECEIVED AT THE ABOVE AGENCY LOCATION (PREFERABLY WITH THE SOLICITATION RESPONSE) PRIOR TO THE DUE DATE AND TIME. IT IS NECESSARY TO RETURN THIS FORM ONLY IF YOU ARE RESPONDING TO THE SOLICITATION. THIS SOLICITATION IS AMENDED AS FOLLOWS:

Page 2:

Reads

Pre-Application Conference

A Pre-Application Conference to discuss this RFGA will be held in-person on:

March 8, 2023 at 1:00 PM (Arizona MST)
Pendergast Community Center
10550 W. Mariposa St.
Phoenix, AZ 85037

Should Read

Pre-Application Conference

A Pre-Application Conference to discuss this RFGA will be held in-person on:

March 8, 2023 at 10:00 AM (Arizona MST)
Pendergast Community Center
10550 W. Mariposa St.
Phoenix, AZ 85037

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

APPLICANT HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

BB 4/11/23

Signature Date

Bob Wingenroth City Manager

Typed Name & Title

THE ABOVE REFERENCED SOLICITATION AMENDMENT IS ISSUED THIS DATE

Wednesday, March 1, 2023

Jeanne Martin

Procurement Specialist

FIRST THINGS FIRST

Request for Grant Application Amendment #2

Request for Grant Application No.:	**FTF-RC008-24-0788-00**
Request for Grant Application Title: –	**Northwest Maricopa Regional Partnership Council** **Family Resource Centers**
RFGA Release Date:	**March 1, 2023**
Issuing Agency:	**Arizona Early Childhood Development and Health Board, First Things First**
Due Date:	**April 12, 2023**
Receipt/Opening Location:	**First Things First** **4000 N Central Avenue, Suite 800, Phoenix, AZ 85012**
Contact:	**grants@azftf.gov**

A SIGNED COPY OF THIS AMENDMENT SHALL BE RECEIVED AT THE ABOVE AGENCY LOCATION (PREFERABLY WITH THE SOLICITATION RESPONSE) PRIOR TO THE DUE DATE AND TIME. IT IS NECESSARY TO RETURN THIS FORM ONLY IF YOU ARE RESPONDING TO THE SOLICITATION. THIS SOLICITATION IS AMENDED AS FOLLOWS:

Guidance Materials: Please follow the link: https://www.firstthingsfirst.org/strategy-toolkit/ by selecting the **Family Support & Literacy** goal area and then selecting the "View" button next to the **Family Resource Centers** strategy. The Standards of Practice have been updated to reflect the following changes:

Amendment to the Family Resource Centers Standards of Practice:

P.1 Previously read:

In addition, Family Resource Centers may also offer Parenting Education and/or Family Support Coordination, if required by regional partnership councils, to respond to the needs of diverse families and communities:

- Parenting Education provides parents with additional knowledge and skills to improve their positive parenting abilities and helps develop confidence and competence in their role as a parent. The intent of the Parenting Education strategy is to support parents through a structured series of classes to build skills and enhance strengths in their role as their child's first and most important teacher. First Things First recognizes three pathways for Parenting Education. Each pathway has approved curricula for implementation that will result in the outcomes identified in the ***Parenting Education Curricula Information and Guidance*** document. The expected results are an increase in parents' understanding of developmentally appropriate practices that support school readiness within the home environment (Aspects of Promoting School Readiness within the Home Environment Pathway), an increase in parents' knowledge and skills about positive parenting practices (Positive Parenting Pathway), and/or an increase

in parents' understanding and use of early language and literacy practices (Early Language and Literacy Pathway).

P1. Now reads:
In addition, Family Resource Centers may also offer Parenting Education and/or Family Support Coordination, if required by regional partnership councils, to respond to the needs of diverse families and communities:
• Parenting Education provides parents with additional knowledge and skills to improve their positive parenting abilities and helps develop confidence and competence in their role as a parent. The intent of the Parenting Education strategy is to support parents through a structured series of classes to build skills and enhance strengths in their role as their child's first and most important teacher. First Things First recognizes three pathways for Parenting Education. Each pathway has approved curricula for implementation that will result in the outcomes identified in the ***Approved Parenting Education Curricula*** document. The expected results are an increase in parents' understanding of developmentally appropriate practices that support school readiness within the home environment (Aspects of Promoting School Readiness within the Home Environment Pathway), an increase in parents' knowledge and skills about positive parenting practices (Positive Parenting Pathway), and/or an increase in parents' understanding and use of early language and literacy practices (Early Language and Literacy Pathway).

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

APPLICANT HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature 4/11/23
Date

Bob Wingerath 4/11/23
Typed Name & Title

THE ABOVE REFERENCED SOLICITATION AMENDMENT IS ISSUED THIS DATE
Tuesday, March 7, 2023

Jeanne Martin
Procurement Specialist

Dysart Schools

April 6, 2023

To Whom It May Concern:

The following is a letter of support for The City of Surprise Resource Center grant proposal for the First Things First-Family Resource Centers grant proposal.

The Surprise Resource Center is a one-stop-shop for social services that supports the Northwest Valley community. Through strategic partnerships with a growing number of community-based organizations and government agencies, the Center offers Northwest Valley residents connections to services that include everything from rent and utility assistance to employment support to food and nutrition resources. We would be excited to have the City of Surprise Resource Center expand these services to include early childhood programming and provide a greater presence in our community to help promote the optimal development of young children and their families through the First Things First grant.

The Dysart Unified School District understands the importance of early childhood programming and the impact these programs have towards Kindergarten Readiness. We look forward to growing our partnership with the City of Surprise Resource Center to support stronger families and ensure all children and families have access to quality early childhood services.

Sincerely,

Jim Dean, Ed.D.
Superintendent
Dysart Unified School District
p: 623-876-7002
a: 15802 N Parkview Place, Surprise, AZ 85374
w: www.dysart.org **e:** jim.dean@dysart.org
s: Visit us on Social Media @DysartUSD

50 YEARS and counting Child & Family RESOURCES INC.
Where Great Things Start Small

March 29, 2023

To Whom It May Concern,

The following is a letter of support for The City of Surprise Resource Center grant proposal for First Things First – Family Resource Centers grant proposal.

Child & Family Resources has partnered with the City of Surprise Resource Center for information and referrals, outreach events like the KIDZ Jamboree, and the use of the Resource Center space for parent and child Group Connections and program graduations.

The Surprise Resource Center is a one-stop-shop for social services that supports the Northwest Valley community. Through strategic partnerships with a growing number of community-based organizations and government agencies, the Center offers Northwest Valley residents connections to services that include everything from rent and utility assistance to employment support to food and nutrition resources. We would be excited to have the City of Surprise Resource Center expand these services to provide a greater presence in our community to help promote the optimal development of young children and their families and ensure families have adequate and accessible resources, information, referrals and support through the First Things First grant.

On behalf of Child & Family Resources, we support The City of Surprise Resource Center request for grant funding to expand their services to include early childhood programming and services in the Northwest Valley. We look forward to growing our partnership with the City of Surprise Resource Center to support stronger families.

Sincerely,

Wendy Puga, MBA
Vice President
Child & Family Resources, Inc.

City of
EL MIRAGE
Arizona
GRAND HERITAGE, BRIGHT FUTURE!

10000 N. El Mirage Road, El Mirage 85335
623-876-2973; TDD 623-933-3258
www.cityofelmirage.org

April 6, 2023

Re: Letter of Support for City of Surprise Resource Center

To Whom It May Concern,

The following is a letter of support for The City of Surprise Resource Center grant proposal for First Things First – Family Resource Centers grant proposal.

The Surprise Resource Center is a one-stop-shop for social services that supports the Northwest Valley community, including a satellite location at the City of El Mirage three days a week. Through strategic partnerships with a growing number of community-based organizations and government agencies, the Center offers Northwest Valley residents' connections to services that include everything from rent and utility assistance to employment support to food and nutrition resources. We would be excited to have the City of Surprise Resource Center expand these services to provide a greater presence in our community to help promote the optimal development of young children and their families and ensure families have adequate and accessible resources, information, referrals, and support through the First Things First grant.

On behalf of the City of El Mirage, we support The City of Surprise Resource Center's request for grant funding to expand their services to include early childhood programming and services in the Northwest Valley.

Sincerely,

J. Crystal Dyches

Crystal Dyches
City Manager, City of El Mirage

END OF REQUEST FOR GRANT APPLICATION

FTF-RC008-24-0788-00

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action regarding the Desert Trails Annexation, a request to annex approximately 10 acres of vacant land generally located on the 211th Avenue roadway alignment, north and south of Deer Valley Road. Case #FS25-0856; Ordinance 2026-13

Motion:

lotion to approve/deny Annexation Ordinance #2026-13, Case FS25-0856.

Background:

lark Reddie with RVi Planning and Landscape Architecture, representing the property owner, seeks nexation of undeveloped land generally located on the 211th Avenue roadway alignment, north and outh of Deer Valley Road. The subject 55-foot wide strip of land is planned for future 211th Avenue oadway dedication. The annexation proposal contains four (4) parcels totaling approximately 10 acres of nincorporated land within Maricopa County with a zoning designation of Rural Zoning District – One welling Unit Per 190,000 sq ft (RU-190). If annexed, the property will assume the similar zoning district f Rural Residential (RR) as outlined in the Land Development Ordinance (LDO).

er the Arizona Revised Statutes (ARS) signatures of property owners may not be collected until 30 days ter the recording of the blank petition and a public hearing must be held within the last ten days of the)-day waiting period. This requirement was met as the public hearing was held on day 27 of the 30-day aiting period. Once the public hearing was held and the 30-day waiting period had ended, the signatures ere collected. The signed petition was submitted on April 13, 2026.

Objective Analysis:

ositive impacts include adding additional property to the incorporated limits which will generate dditional property and potential development fees for the City. Negative impacts could include providing ervices to approximate 10-acre area where the City did not have to previously serve.

Policy Compliant:

nnexation of this property is compliant with City Council policy by expanding the range of influence of e city. The Surprise General Plan 2040 shows the subject property as lying within the Neighborhood haracter Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate ansitions are made between the various Neighborhood types included within the character area.

Financial Impact:

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

Budget Impact:

t this time, there are no budget impacts associated with this item. If the City Council moves forward to nnex property into the City limits there could be minor budget impacts to the City to provide services to n area that the City did not provide services in the past. If the area is annexed that could result in future evelopment fees, sales and property taxes.

FTE Impact:

t this time, there would be no additional FTEs associated with this item. If the City Council moves orward to annex property into the City limits staff does not believe any future FTEs would be needed ased on the potential annexation.

ATTACHMENTS:

1. 00 -FS25-0856 Desert Trails - Final Annexation Hearing - Staff Report
2. 01-FS25-0856 Desert Trails - Final Annexation Hearing - Vicinity Map
3. 02-FS25-0856 Desert Trails - Final Annexation Hearing - Annexation Map
4. 03-FS25-0856 Desert Trails - Final Annexation Hearing - Annexation Narrative
5. 04-FS25-0856 Desert Trails - Final Annexation Hearing - Assessor Report
6. 05-FS25-0856 Desert Trails - Final Annexation Hearing - AZ Department of Revenue Report
7. 06-FS25-0856 Desert Trails Annexation - Final Annexation Hearing Ordinance FINAL
8. 07-FS25-0856 Desert Trails Annexation - Final Annexation Hearing - Signed Annexation Petition
9. 08-FS25-0856 Desert Trails - Final Annexation Hearing - Citizen Participation Report
10. 09-FS25-0856 Desert Trails - Final Annexation Hearing - Affidavit of Sign Posting
11. FS25-0856 Desert Trails Annexation Final Annexation Hearing - PowerPoint

16000 N. Civic Center Plaza | Surprise, AZ 85374 | Ph 623-222-3000 | Fax 623-222-3002

Annexation

Report to the City Council

Case:	FS25-0856
Project Name:	Desert Trails Annexation – Final Annexation Hearing
Council District:	1 - Acacia
Meeting Date:	May 19, 2026
Planner:	Leslie Carnie
Owner:	Desert Trails Partners, LLC
Applicant:	RVi Planning and Landscape Architecture
Request:	Annexation of approximately 10 acres (4) parcels for future right-of-way.
Site Location:	Generally located on the 211th Avenue roadway alignment, north and south of Deer Valley Road.
Site Size:	10 Acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2040.
Support/Opposition:	Refer to attached Citizen Participation Report.
Actions:	**Approve:** Approval of the proposed annexation will increase the corporate limits of the City of Surprise which, in turn, will allow the property to be developed in accordance with the City of Surprise General Plan and Surprise Municipal Code **Deny:** Denial of the proposed annexation will result in the continuation of a long-standing county jurisdiction

PROJECT DESCRIPTION:

Mark Reddie with RVi Planning and Landscape Architecture, representing the property owner, seeks annexation of undeveloped land generally located on the 211th Avenue roadway alignment, north and south of Deer Valley Road. The subject 55-foot wide strip of land is planned for future 211th Avenue roadway dedication. The annexation proposal contains four (4) parcels totaling approximately 10 acres of unincorporated land within Maricopa County with a zoning designation of Rural Zoning District – One Dwelling Unit Per 190,000 sq ft (RU-190). If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinance (LDO).

Arizona Revised Statutes require the filling of a blank annexation petition. A blank petition was recorded with the Maricopa County Recorder's Office on March 11, 2026. Arizona Revised Statutes also require that no signatures be obtained during a 30-day waiting period immediately following the filing of the blank petition, and that a public hearing must be held during the last 10 days of the 30-day waiting period. This requirement was met as the public hearing was held on day 27 of the 30-day waiting period.

Once the public hearing is held and the 30-day waiting period has ended, signatures may be collected. State statute further requires that an excess of 50% of the landowners and assessed valuation for all real and personal property sign the petition in order to validate the petition. State statute allows up to one year following the end of the 30-day period to obtain the required number of signatures. This requirement was met as the petition was signed by all of the property owners on April 13, 2026.

BACKGROUND:

January 28, 2026: The applicant held a neighborhood outreach meeting at Willow Canyon High School for the subject Annexation.

October 07, 2025: The applicant filed an Annexation request under case, FS25-0856, the subject case

February 17, 2026: Mayor and City Council approved Resolution #2026-15, Desert Trails Intent to Annex.

March 11, 2026: The Surprise City Clerk filed a blank petition with legal description and affidavit verifying that the territory is not subject to an earlier filing for annexation as filed with the Maricopa County Recorder's Office. Notice and copies of filings were sent to the Clerk of the Board of Supervisors and County Assessor.

April 07, 2026: Mayor and City Council held a public hearing within the last ten days of the 30-day waiting period pursuant to A.R.S. §9-471.

April 13, 2026: The City received the signed Annexation petition.

PUBLIC PARTICIPATION:

The Applicant held an in-person neighborhood outreach meeting on January 28, 2026, at Willow Canyon High School. This meeting was noticed pursuant to the requirements of the LDO and state statute. There was one attendee, a representative from the Ford Proving Grounds, the adjacent property to the east. The representative wanted clarification on the intent of the annexation and to ensure that there would be no impact on buffering agreements established during the Desert Trails rezone case. There is no known opposition to the annexation request.

SUMMARY:

The proposed annexation includes four (4) parcels and requires signatures from representatives of one (1) property owner after the Arizona Revised Statutes' required 30-day waiting period. The 30-day waiting period concluded on April 10, 2026, and signatures were collected on April 13, 2026. The signed petition is attached to this Staff Report.

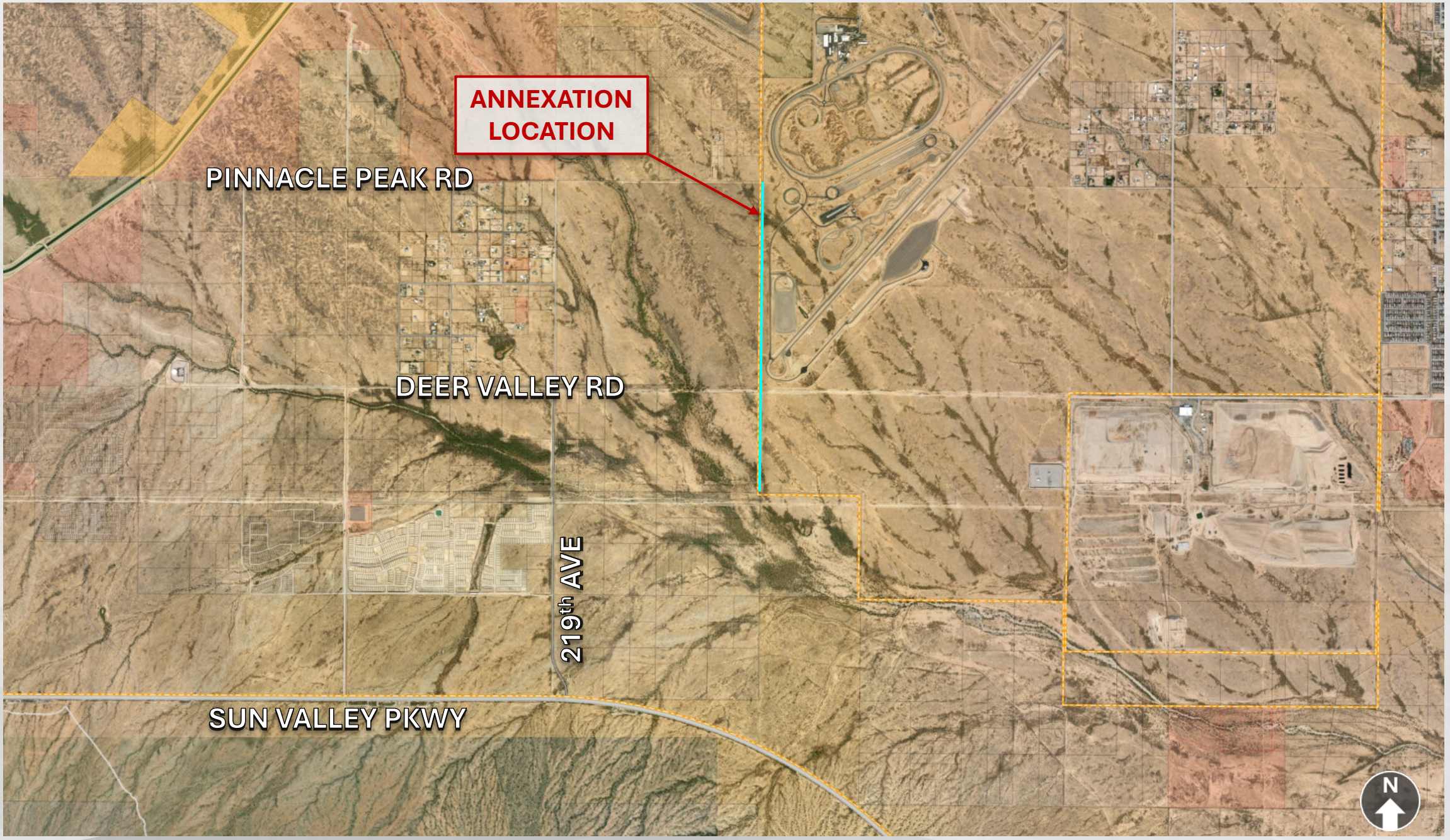
Annexation Details	A.R.S. Requirements	Provided	Percentage provided
Real Property - 4 parcels (1 owner)	1 signature	1 signature	100%
Total Assessed Value - $281.43	$281.43	$281.43	100%

The parcels to be annexed comply with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

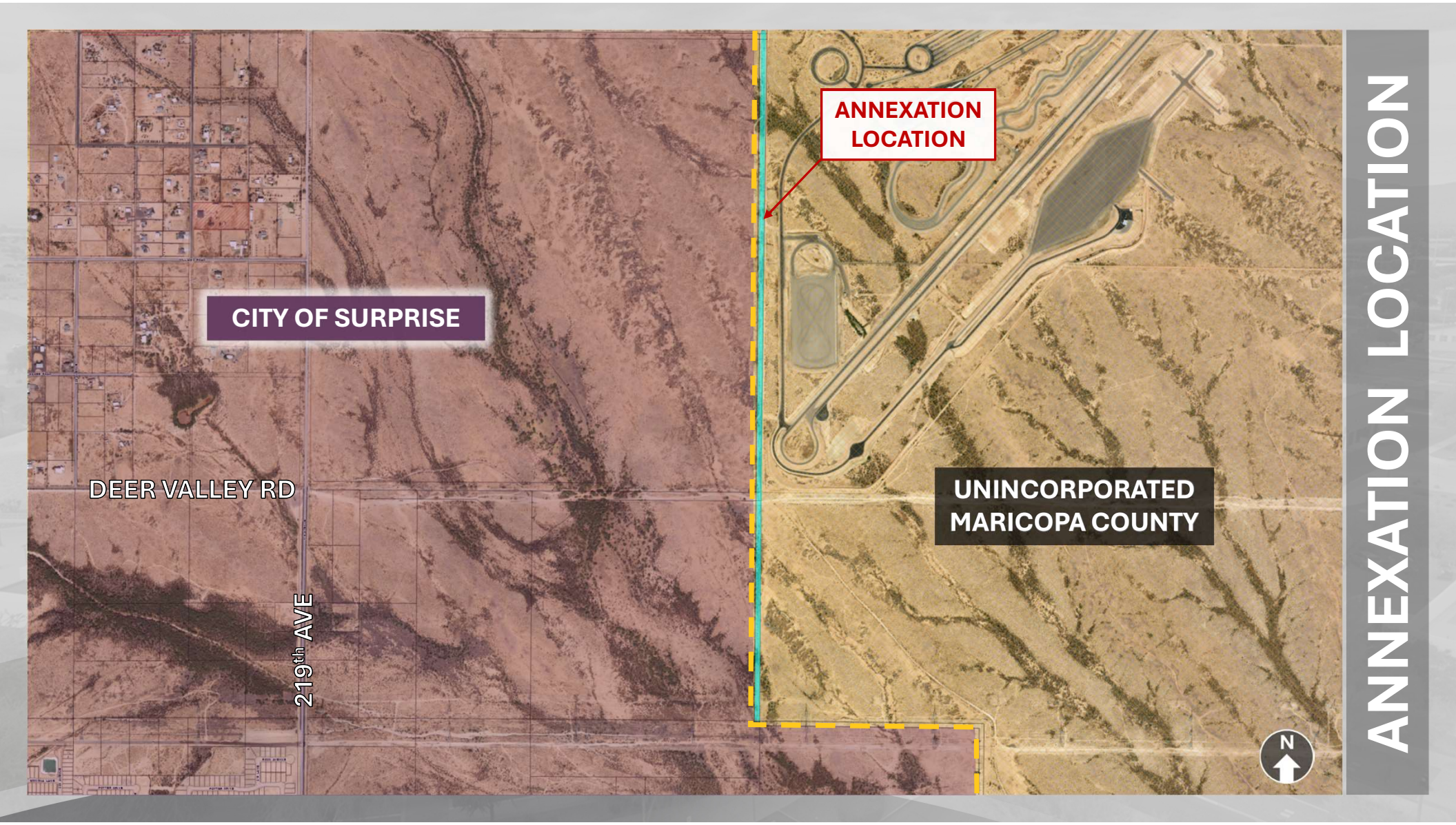
In addition to the standard City reviewing agencies, the Arizona Game and Fish Department, the Maricopa Water District, the Flood Control District of Maricopa County, and Luke Air Force Base were included in the routing of this request. These agencies indicated no objections to the request

Attachments:

00 Staff Report
01 Vicinity Map
02 Annexation Map
03 Annexation Narrative
04 Assessor Report
05 AZ Department of Revenue Report
06 Ordinance #2026-13
07 Signed Annexation Petition
08 Citizen Participation Report
09 Affidavit of Site Posting
PowerPoint Presentation



FS25-0856 VICINITY MAP


ANNEXATION LOCATION
CITY OF SURPRISE
ANNEXATION LOCATION
UNINCORPORATED MARICOPA COUNTY
DEER VALLEY RD
219th AVE
N

Desert Trails
Annexation Narrative
FS25-0856

December 11, 2025

This is a formal request for the annexation of four (4) parcels from Maricopa County into the City of Surprise that are affiliated with the Desert Trails TND project. These Assessor Parcels are approximately 55' in width and were not annexed at the time the City of Surprise annexed the adjacent properties. Due to their width, we believe this could be attributed to a previously anticipated county roadway alignment along the eastern boundary of this section line.

The parcels are consistent with future 211th Avenue roadway alignment and will be dedicated to the City. These parcels are immediately east of the Desert Trails TND rezoning case, approved on April 16, 2024, but were not included in that application. As Desert Trails has been moving through the pre-plat process, it was determined that these four parcels need to be annexed into the City of Surprise to meet certain zoning conditions related to buffers for the adjacent Ford Proving Grounds property to the east. To rectify this, this annexation request is being proposed.

The annexation parcels will ultimately be included in the phase 1 final plats for Desert Trails but are not included in the preliminary plat since they are not yes annexed into the City of Surprise.

The APN #'s included in this annexation request are provided below:

Parcel Number	Owner
503-80-018E	Desert Trails Partners, LLC
503-80-018F	Desert Trails Partners, LLC
503-81-028G	Desert Trails Partners, LLC
503-81-028H	Desert Trails Partners, LLC

All subject parcels are owned by Desert Trails Partners LLC and is the owner of the adjacent property zoned in FS23-0568. Desert Trails Partners LLC has initiated this annexation effort and is in full support of the annexation request.

In accordance with the Maricopa County Plan-Net Assessor website, the property appears to be zoned RU-190 in Maricopa County. Zoning verification letters have been received from Maricopa County to officially confirm the zoning of the property and have been provided to the City as part of this submittal.

FS25-0856 Desert Trails Annexation - Assessor Report

Parcel Number	Tax Year	PUC								
503-50-018E	2026	4710								
503-50-018F	2026	4710								
503-81-028G	2026	4710								
503-81-028H	2026	4710								
Property Use	**Tax Area Code**	**McrNum**	**Lot**	**Block**	**Tract**					
RANCH PROPERTY	90000									
RANCH PROPERTY	90000									
RANCH PROPERTY	90000									
RANCH PROPERTY	90000									

Owner Name	Mailing Address	City State Zip	Country	Situs Address	Situs City Zip	Exempt Status	Exempt Type	Centrally Valued (CVP)	Land FCV	Improvement FCV
DESERT TRAILS PARTNERS LLC	7373 N SCOTTSDALE RD STE B-210	SCOTTSDALE AZ 85253	USA					N	5	0
DESERT TRAILS PARTNERS LLC	7374 N SCOTTSDALE RD STE B-210	SCOTTSDALE AZ 85253	USA					N	128	0
DESERT TRAILS PARTNERS LLC	7375 N SCOTTSDALE RD STE B-210	SCOTTSDALE AZ 85253	USA					N	3	0
DESERT TRAILS PARTNERS LLC	7376 N SCOTTSDALE RD STE B-210	SCOTTSDALE AZ 85253	USA					N	263	0
									399	**0**

CVP PP FCV	Total FCV	Total Assessed FCV	Total Exmpt Assed FCV	Total Net FCV	Total LPV	Total Assessed Value LPV	Exempt Assessed Value	Net Assessed Value LPV	Building Sq Ft	Parcel Sq Ft
0	5	1	0	1	5	1	0	1		5,488
0	128	19	0	19	128	19	0	19		139,479
0	3	1	0	1	3	1	0	1		3,746
0	263	39	0	39	263	39	0	39		286,494

IWCDAcreage	IWDDAcreage	Total Acreage	Pers Prop Owner Name	Pers Prop FCV	Pers Prop Net Assessed	Split Parcel	Asmt Ratio	Land LC1		
0	0	0.126		0	0	N	0.1500	2.R		
0	0	3.202		0	0	N	0.1500	2.R		
0	0	0.086		0	0	N	0.1500	2.R		
0	0	6.577		0	0	N	0.1500	2.R		
0	**0**	**9.991**		**0**	**0**					

Land Ratio1	Impr LC1	Impr Ratio 1								
1.00		0.00								
1.00		0.00								
1.00		0.00								
1.00		0.00								

AZ DEPARTMENT OF REVENUE

Local Jurisdiction District
Telephone (602) 716-6843

Katie Hobbs
GOVERNOR

Robert Woods
DIRECTOR

April 13, 2026

Ms. Leslie Carnie Planner II
City of Surprise
16000 N. Center Plaza
Surprise, AZ 85374

RE: Valuation Transmittal for Docket # 07-3034-00, FS25-0856

Dear Ms. Carnie:

According to information provided by the taxpayer(s) and based on unit values established by the Centrally Valued Properties Unit, the estimates of value for properties located in the proposed annexation areas are as follows:

Taxpayer #	Taxpayer Name	Full Cash Value	Assessed Value
54616	PUBLIC SERVICE COMPANY OF NEW MEXIC	$0.00	$0.00
54650	ARIZONA PUBLIC SERVICE COMPANY (G,T&	$1,705.64	$281.43
57691	SALT RIVER PROJECT (EPF)	$0.00	$0.00
50676	MESQUITE POWER LLC (G/O)	$0.00	$0.00

Please direct any inquiries you may have regarding this estimate to our email address: gis@azdor.gov

Sincerely,

GIS/Annexations Team

ORDINANCE # 2026-13

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF SURPRISE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 9, CHAPTER 4, ARTICLE 7, AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF SURPRISE, CONSISTING OF APPROXIMATELY 10 ACRES GENERALLY LOCATED NORTH OF SUN VALLEY PARKWAY, EAST OF 219th AVENUE, MARICOPA COUNTY, ARIZONA, AND ESTABLISHING EQUIVALENT CITY OF SURPRISE ZONING.

WHEREAS, a petition in writing accompanied by a map or plot of said real property having been filed and presented to the Mayor and Council of the City of Surprise, Arizona, signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Surprise, in the event of annexation as shown by the last assessment of the property, and lying within the territory and land hereinafter described in the attached **Exhibit A** (the "Annexation Area"), which said Annexation Area is contiguous to the City of Surprise, and not now embraced within its limits, asking that the Annexation Area be annexed to the City of Surprise, and to extend and increase the corporate limits of the City of Surprise so as to embrace the same;

WHEREAS, the Mayor and City Council of the City of Surprise, Arizona, are desirous of accepting said petition and extending and increasing the corporate limits of the City of Surprise to include said territory;

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire Annexation Area proposed to be annexed to the City of Surprise and had attached thereto at all times an accurate map of the Annexation Area, as shown in **Exhibit B**, desired to be annexed;

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property within the Annexation Area;

WHEREAS, the provisions of A.R.S. § 9-471, and amendments thereto, have been fully observed;

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Surprise, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the County Recorder for Maricopa County, Arizona;

WHEREAS, the Annexation Area described in **Exhibit A** and depicted on **Exhibit B** includes approximately 10 acres of unimproved property owned by Desert Trails Partners, LLC, currently zoned as Rural-190 (RU-190);

WHEREAS, the subject property is within the Annexation Area having zoning in Maricopa County, as shown in **Exhibit C**, the Mayor and City Council, pursuant to A.R.S. § 9-471(L), shall adopt and apply to this area the City of Surprise zoning districts that permit densities and uses no greater than those permitted by the Maricopa County zoning immediately before annexation; and

WHEREAS, the City Council has reviewed the Staff Reports and supporting materials which discuss the proposed annexation to be considered by the Council, and now finds that the annexation of the Annexation Area would be beneficial to Surprise by ensuring that all future development would be controlled by and be consistent with the objectives and policies of the Surprise General Plan 2040, the requirements of the Land Development Ordinance ("LDO"), all future land development ordinances, and all other applicable City of Surprise codes and regulations.

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

Section 1. That the Annexation Area described in the attached **Exhibit A** be and the same hereby is annexed to the City of Surprise and that the present corporate limits be and the same hereby are extended and increased to include the Annexation Area described in **Exhibit A** contiguous to the present City limits.

Section 2. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed as shown in **Exhibit B**, is certified by the Mayor of the City of Surprise; shall be recorded in the office of the County Recorder of Maricopa County, Arizona; and that a copy of this Ordinance shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

Section 3. That the property described in Section 1 of this Ordinance with current Maricopa County zoning of Rural-190 (RU-190) as shown in **Exhibit C** shall be designated with equivalent City of Surprise zoning of Rural Residential (RR) as shown in **Exhibit C** upon the effective date of this Ordinance.

Section 4. That the City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 3 above.

Section 5. This Ordinance shall take effect, and the annexation of the subject property shall become final, thirty days after this Ordinance is adopted.

Section 6. This Ordinance is not of general application throughout the City and therefore is not required to be codified.

Section 7. That the provisions of this Ordinance are not severable, and the entirety of this Ordinance shall become null and void and of no effect in the event any provision is finally determined to be illegal or invalid by a court of competent jurisdiction or if any provision should be invalidated by a referendum vote.

PASSED AND ADOPTED this _____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

EXHIBIT A

Legal Description

December 1, 2025

LEGAL DESCRIPTION FOR
DESERT TRAILS
EASTERLY 55 FEET

That part of the East Half of Section 13 and the Northeast Quarter of Section 24, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Brass Cap marking the Northeast Corner of said Section 13, from which the 1/2" rebar marking the East Quarter Corner of said Section 13 bears South 00°23'17" West, a distance of 2636.94';

Thence South 00°23'17" West, along the East line of the Northeast Quarter of said Section 13, a distance of 2,636.94 feet to the East Quarter Corner of said Section 13;

Thence South 00°39'28" West, along the East line of the Southeast Quarter of said Section 13, a distance of 2,641.39 feet to the Southeast Corner of said Section 13;

Thence South 00°22'03" West, along the East line of the Northeast Quarter of said Section 24, a distance of 2,636.07 feet to the East Quarter Corner of said Section 24;

Thence North 89°44'27" West, departing said East line and along the South line of said Northeast Quarter, a distance of 55.00 feet to a point on a line which is parallel with and 55.00 feet Westerly, from said East line;

Thence North 00°22'03" East, along said parallel line, a distance of 2,636.13 feet to a point on the South line of the Southeast Quarter of said Section 24 which is parallel with and 55.00 feet Westerly, from the East line of said Southeast Quarter;

Thence North 00°39'28" East, along said parallel line, a distance of 2,641.37 feet to a point on the Southerly line of the Northeast Quarter of said Section 13 which is parallel with and 55.00 feet Westerly, from the East line of said Northeast Quarter;

Thence North 00°23'17" East, along said parallel line, a distance of 2,636.97 feet to a point on the North line of said Northeast Quarter;

Thence South 89°40'12" East, along said North line, a distance of 55.00 feet to the Point of Beginning.

Containing 435,291 Square Feet or 9.993 Acres, more or less.



4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

Ordinance No. 2026-13
RFLS # 10694

DESERT TRAILS
EASTERLY 55 FEET

BOUNDARY

S0023'17.2318" W 2,636.94

S0039'27.9533" W 2,641.39

S0022'03.2475" W 2,636.07

N8944'26.5337" W 55.00

N0022'03.2475" E 2,636.13

N0039'27.9533" E 2,641.37

N0023'17.2318" E 2,636.97

S8940'12.2959" E 55.00

Area = 435,291 9.993 AC

Closing course: 180°15'08.4910" 0.002005

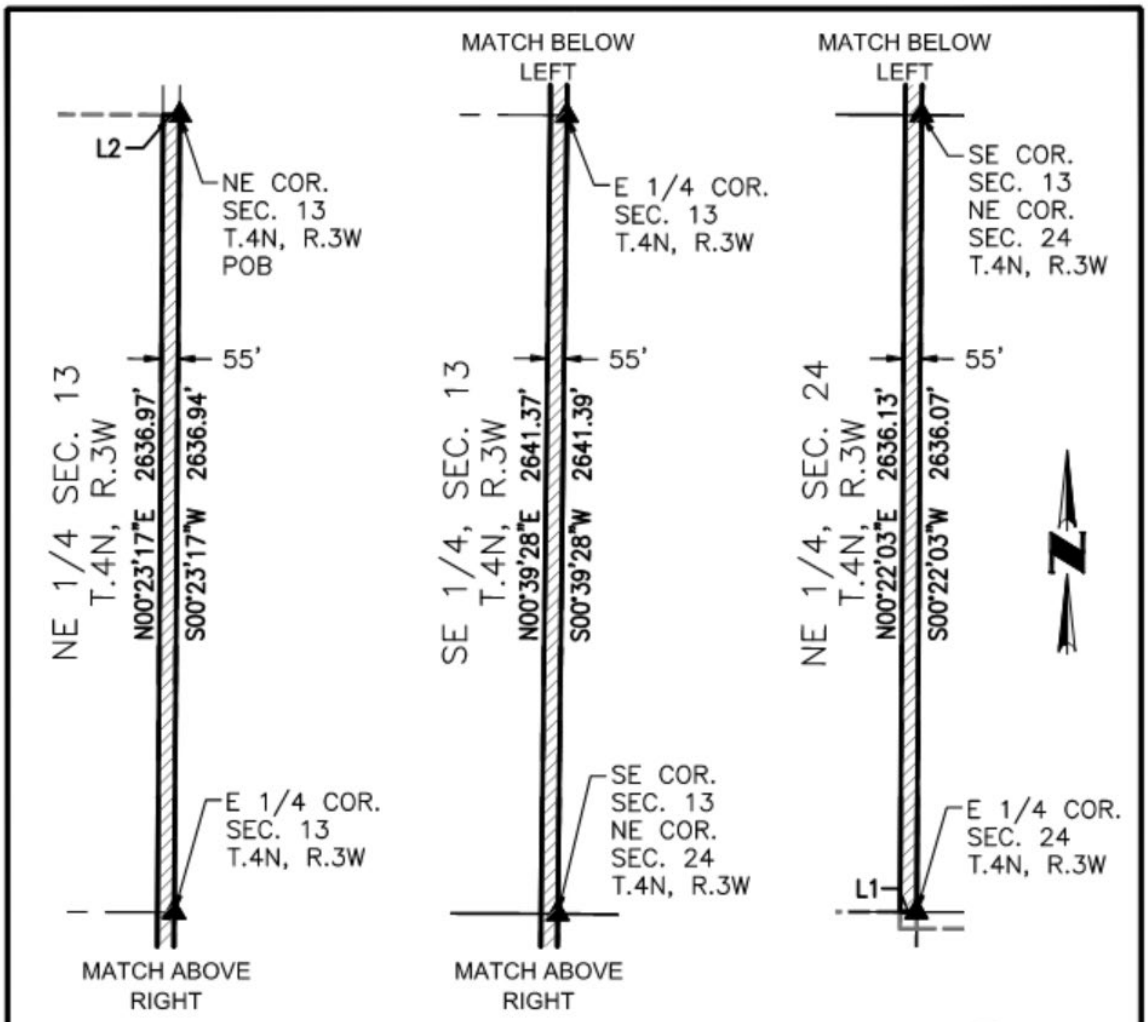
Misclosure: 1/1,000,000+

North Error: 0.002005
East Error: 0.000009



EXHIBIT B

Depiction



EASTERLY 55 FEET
= 435,291 SQ. FT.
OR 9.993 ACRES

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°44'27"W	55.00'
L2	S89°40'12"E	55.00'

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed 12/01/25
ARIZONA, U.S.A.

SCALE 1" = 500'
EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

DESERT TRAILS

EASTERLY 55 FEET

CVL CONSULTANTS

01 OF 01

N:\01\0397401\CADD\Exhibits\VX.EASTERLY 55 FEET.dwg **BradH** **December 1, 2025**

Ordinance No. 2026-13
RFLS # 10694

EXHIBIT C

Zoning Table

APN	Owner	Pre-annexation Maricopa County Zoning	Post-annexation Surprise Zoning
503-80-018E	DESERT TRAILS PARTNERS LLC	Rural-190 (RU-190)	Rural Residential (RR)
503-80-018F	DESERT TRAILS PARTNERS LLC	Rural-190 (RU-190)	Rural Residential (RR)
503-81-028G	DESERT TRAILS PARTNERS LLC	Rural-190 (RU-190)	Rural Residential (RR)
503-81-028H	DESERT TRAILS PARTNERS LLC	Rural-190 (RU-190)	Rural Residential (RR)

ANNEXATION PETITION

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA:

We, the undersigned, the owners of one-half or more of the real and personal property that also represents one-half or more of the value of the real and personal property that would be subject to taxation by the City of Surprise in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Surprise, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked "Exhibit "B" and made a part hereof, request the City of Surprise to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed as part of the Surprise Case #FS25-0856, not already within the present limits of the City of Surprise and located in Maricopa County, Arizona, is as described and attached hereto, marked Exhibit "A" and made part thereof:

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE NO	PARCEL NUMBER OR LEGAL DESCRIPTION
4/13/2026	Desert Trails Partners, LLC	7373 N. Scottsdale Rd., Ste. B210, Scottsdale, AZ 85253	602-315-9988	503-80-018E
	Chase Emmerson			
4/13/2026	Desert Trails Partners, LLC	7373 N. Scottsdale Rd., Ste. B210, Scottsdale, AZ 85253	602-315-9988	503-80-018F
	Chase Emmerson			
4/13/2026	Desert Trails Partners, LLC	7373 N. Scottsdale Rd., Ste. B210, Scottsdale, AZ 85253	602-315-9988	503-81-028G
	Chase Emmerson			
4/13/2026	Desert Trails Partners, LLC	7373 N. Scottsdale Rd., Ste. B210, Scottsdale, AZ 85253	602-315-9988	503-81-028H
	Chase Emmerson			

State of ARIZONA

County of MARICOPA

This instrument was acknowledged before me on this 13th day of April, 2026, by Chase Emmerson.

Notary Public
My Commission Expires: 10/30/2029

KIM HARDY
Notary Public - Arizona
Maricopa County
Commission # 688871
My Comm. Expires Oct 30, 2029

December 1, 2025

LEGAL DESCRIPTION FOR
DESERT TRAILS
EASTERLY 55 FEET

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Containing 435,291 Square Feet or 9.993 Acres, more or less.



4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

DESERT TRAILS
EASTERLY 55 FEET

BOUNDARY

S0023'17.2318" W 2,636.94

S0039'27.9533" W 2,641.39

S0022'03.2475" W 2,636.07

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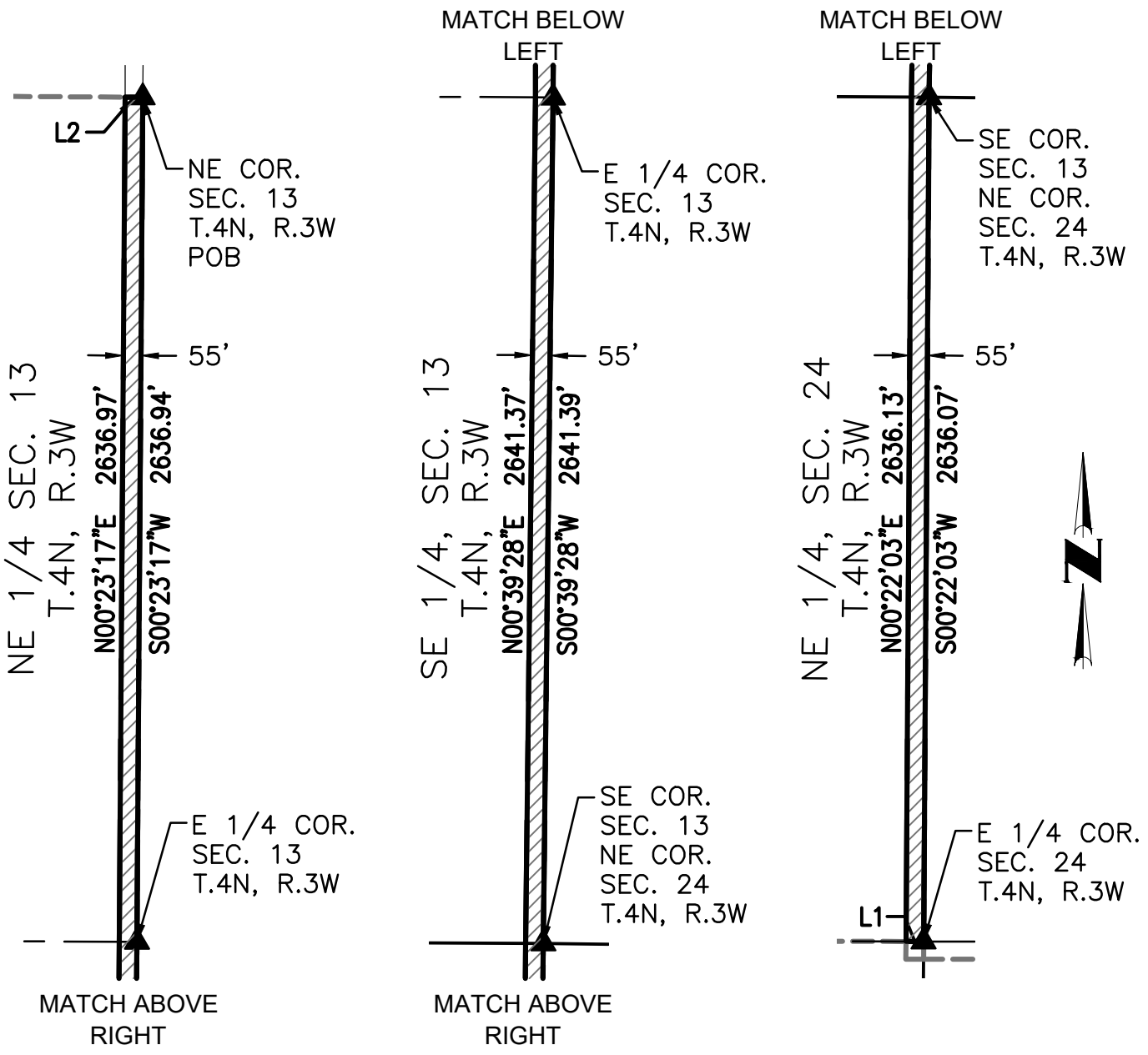
Area = 435,291 9.993 AC

Closing course: 180°15'08.4910" 0.002005

Misclosure: 1/1,000,000+

North Error: 0.002005
East Error: 0.000009





EASTERLY 55 FEET
= 435,291 SQ. FT.
OR 9.993 ACRES

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°44'27"W	55.00'
L2	S89°40'12"E	55.00'

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 12/01/25
ARIZONA U.S.A.

SCALE 1" = 500'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

DESERT TRAILS

EASTERLY 55 FEET

CVL CONSULTANTS

01 OF 01

N:\01\0397401\CADD\Exhibits\VX.EASTERLY 55 FEET.dwg **BradH December 1, 2025**

CITIZEN PARTICIPATION REPORT

Desert Trails Annexation

Surprise, AZ
February 2026
FS25-0856

Introduction

Every Type 3 development application (which includes rezoning applications) in the City of Surprise requires a neighborhood meeting. As such, these applications also require a Citizen Participation Report designed to detail the results of the citizen participation effort prior to the notice of public hearing. The following sections document the public outreach as it relates to Desert Trails, case number FS25-0856.

Public Outreach

One neighborhood meeting was held for this project on January 28th, 2026, in accordance with City LDO requirements. Notices for the neighborhood meeting were mailed to residents and neighborhood associations fifteen (15) days prior by City staff in accordance with the LDO. The meeting details have been included below. Additionally, three on-site signs were posted on the property in accordance with the sign posting requirements.

Location: Willow Canyon High School – Collaborative Commons
17901 W Lundberg St.
Surprise, AZ 85388

Date and Time: Wednesday January 28th, 2026 – 6:00 PM

The following exhibits are included as part of the Citizen Participation Report:

- Sign-in sheet as **Exhibit A: Neighborhood Meeting Sign in Sheet**
- Site posting affidavit and photos as **Exhibit B: Sign Posting Affidavit & Photos**
- Exhibits presented at the Meeting as **Exhibit C: Meeting Presentation Exhibits**

Summary of Neighborhood Outreach Efforts

The neighborhood meeting was held at a public place in general vicinity of the subject site in compliance with the recommendations of City staff. The project representatives provided exhibits and discussed the project and answered attendee questions. The following section highlights the questions asked and the responses from the applicant.

Meeting Documentation

The meeting officially began at 6:00 PM. There was one attendee in attendance, a representative from Ford Proving Grounds, the property immediately to the east of the annexation area. Comment cards were made available during the meeting. No comment cards were filled out. The following section includes a list of topics that were discussed, and the responses given by the applicant and The City.

Question: Could you provide information on why this annexation is being proposed?

Response: During the pre-plat process for the Desert Trails community, the city identifies this area as potential future right-of-way, and requested the applicant dedicate as part of the platting process. The west half future ROW is not within the city's jurisdiction, so they are requiring annexation of the 55' strip so that it can be dedicated to the city for future ROW.

Question: How are buffers that were established in the zoning case between the two uses, Desert Trails and the Ford Proving Grounds, going to still be implemented?

Response: There will be no impact with this annexation. The intent is still to provide a perimeter wall along the eastern property line. The applicant will work with the city to coordinate the process since the wall will be located within future ROW until such time as a road is built.

Ongoing Coordination

Throughout the processing of the rezoning application, the development team will engage with all interested parties to provide up to date information and tracking to the schedule public hearings, as needed. To date, no additional phone calls or emails have been received by the applicant.

Exhibit A: Sign-In Sheets from January 28th Neighborhood Meeting

Neighborhood Meeting Sign-in Sheet

NAME	ADDRESS	PHONE	EMAIL
Bjorn Bondo Ford Motor Co.	[redacted]	[redacted]	[redacted]

RVi

Exhibit B: Sign Posting Affidavit and Photos

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS25-0856

Applicant Name: RVI Planning

Location: NWC Deer Valley & 211th Ave

Date Site Posted: 01/07/26

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett

Applicant/Representative Signature Date

This instrument was acknowledged before me on 01/07/26, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 672441
My Comm. Expires Oct 25, 2028

Marybeth Conrad
Notary Public

10-25-28
My commission expires

*Return completed and notarized **affidavit** and all relevant **photo**s to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: Wednesday, January 28, 2026
Time: 6:00 P.M.
Location: Willow Canyon High School
Collaborative Commons
17901 W Lundberg St.
Surprise, AZ 85388
Planning & Zoning
Date: TBD
Time: TBD
Location: Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
City Council
Date: TBD
Time: TBD
Location: Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
Surprise Case Number: FS25-0856
Request: A request for an Annexation of four (4) parcels of unincorporated land, approximately 9.99 acres, into the City of Surprise. The parcels are 503-80-018E, 503-80-018F, 503-81-028G & 503-81-028H. Surprise Planning case FS25-0856.
SITE
DEER VALLEY RD
BEARDSLEY PKWY
SUN VALLEY PKWY
For more information, call:
623-222-3011
www.Surpriseaz.gov
Maps
January 7, 2026 at 10:28 AM
+33.691720,-112.513048
Surprise AZ 85387



January 7, 2026 at 10:28 AM
+33.691720,-112.513048
Surprise AZ 85387

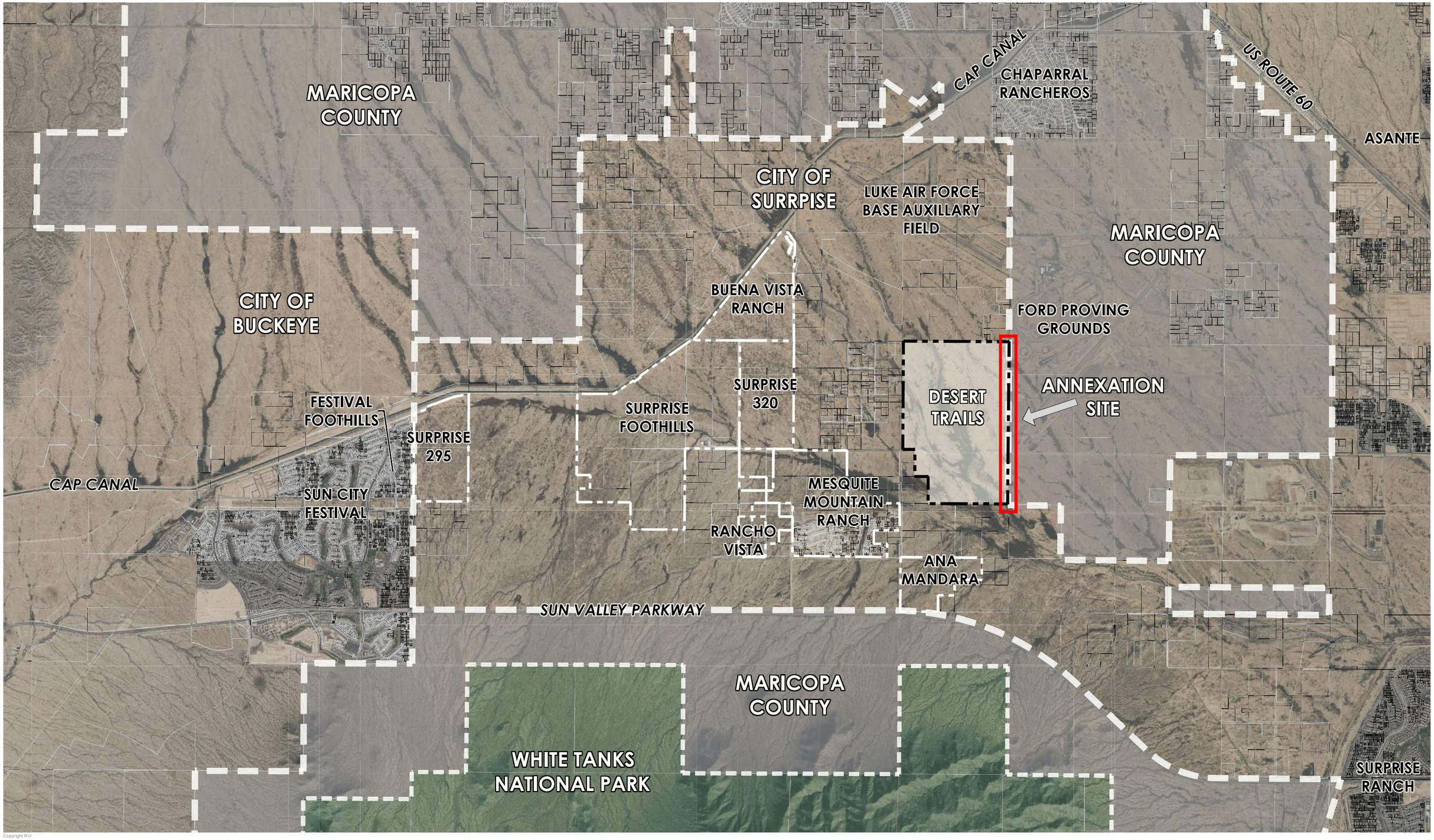

Notice of Public Hearing
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Neighborhood Meeting
Date: Wednesday, January 28, 2026
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SITE
DEER VALLEY RD
219TH AVE
BEARDSLEY PKWY
SUN VALLEY PKWY
For more information, call:
623-222-3011
www.Surpriseaz.gov
JOLLEY PROVING GROUNDS
W 219TH AVE
Maps
January 7, 2026 at 10:22 AM
+33.696722,-112.513132
21101–21299 W 219th Ave
Surprise AZ 85387


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: Wednesday, January 28, 2026
Time: 6:00 P.M.
Location: Willow Canyon High School
Collaborative Commons
17901 W Lundberg St.
Surprise, AZ 85388
Planning & Zoning
Date: TBD
Time: TBD
Location: Council Chambers
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For more information, call:
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www.Surpriseaz.gov
January 7, 2026 at 10:22 AM
+33.696722,-112.513132
21101–21299 W 219th Ave
Surprise AZ 85387
Maps


Notice of Public Hearing
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DEER VALLEY RD
LITCHFIELD RD
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SUN VALLEY PKWY
For more information, call:
623-222-3011
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Maps
January 7, 2026 at 10:10 AM
+33.682246,-112.513127
W Deer Valley Rd
Surprise AZ 85387


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Surprise, AZ 85374
Surprise Case Number: FS25-0856
Request: A request for an Annexation of four (4) parcels of unincorporated land, approximately 9.99 acres, into the City of Surprise. The parcels are 503-80-018E, 503-80-018F, 503-81-028G & 503-81-028H. Surprise Planning case FS25-0856.
SITE
DEER VALLEY RD
BEARDSLEY PKWY
SUN VALLEY PKWY
For more information, call:
623-222-3011
www.Surpriseaz.gov
Maps
January 7, 2026 at 10:09 AM
+33.682246,-112.513127
W Deer Valley Rd
Surprise AZ 85387

Exhibit C: Meeting Presentation Exhibits



Copyright RVi

RVi
4900 N. Scottsdale Rd., Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

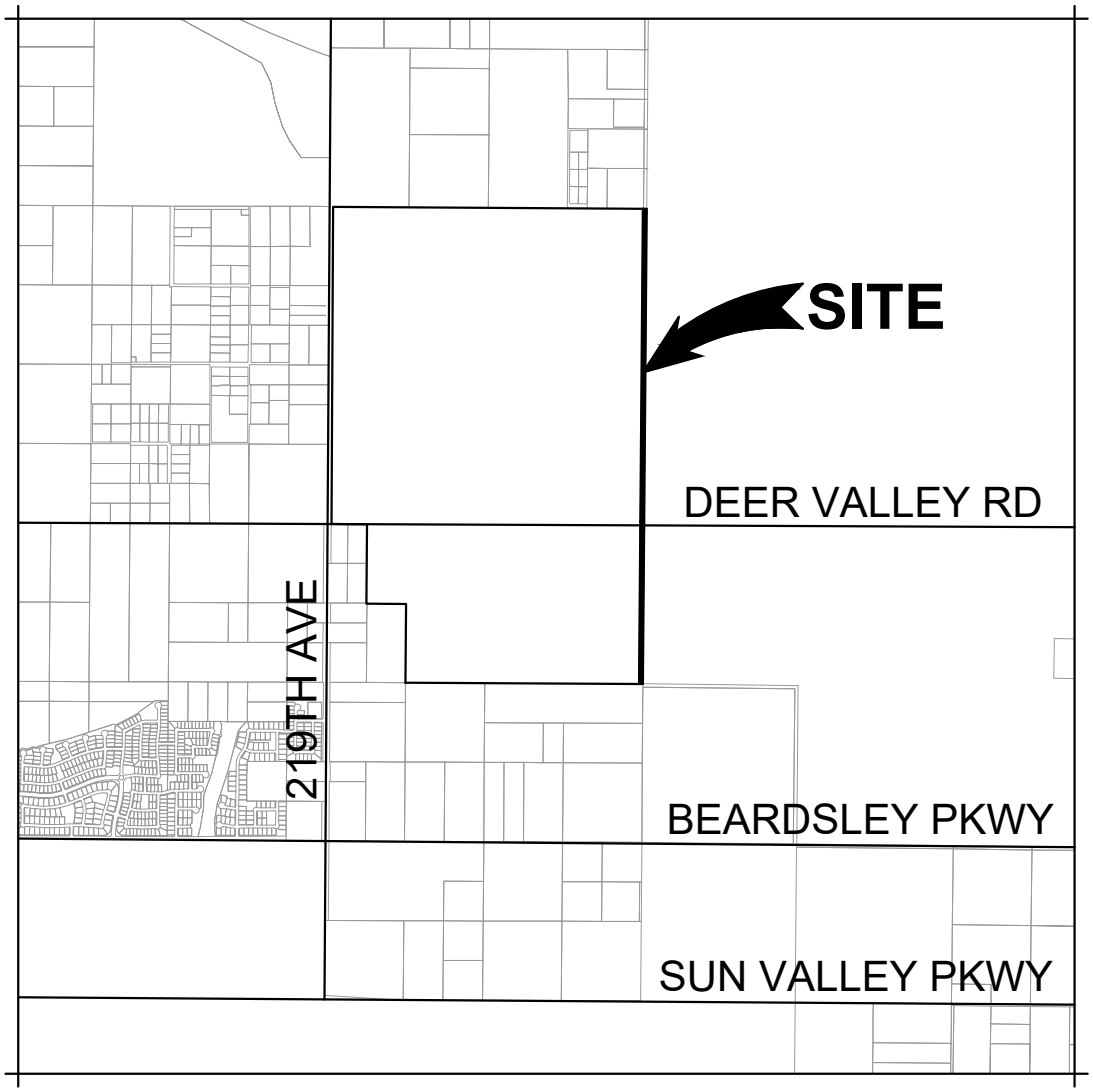
DESERT TRAILS • **FIGURE 1: REGIONAL VICINITY MAP**

- SURPRISE, AZ
- 2026-01-20
- # 22006980
- EMMERSON HOLDINGS

0 1000' 2000' 4000'
SCALE: 1" = 2000'-0"

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

VICINITY MAP



Desert Trails
Annexation Documents
FS25-0856

December 11, 2025

Description

The requested Desert Trails annexation comprises of four (4) RU-190 zoned parcels from Maricopa County into the City of Surprise that are affiliated with the Desert Trails TND project. These Assessor Parcels are approximately 55' in width and were not annexed at the time the City of Surprise annexed the adjacent properties. Due to their width, we believe this could be attributed to a previously anticipated county roadway alignment along the eastern boundary of this section line. The parcels are consistent with future 211th Avenue roadway alignment and will be dedicated to the City of Surprise. These parcels are immediately east of the Desert Trails TND rezoning case's subject area that was approved on April 16, 2024, but were not included in that application. As Desert Trails has been moving through the pre-plat process, it was determined that these four parcels need to be annexed into the City of Surprise to meet certain zoning conditions related to buffers for the adjacent Ford Proving Grounds property to the east.

Parcels

All subject parcels are owned by Desert Trails Partners LLC and is the owner of the adjacent property zoned in FS23-0568. Desert Trails Partners LLC has initiated this annexation effort and is in full support of the annexation request. The APN #'s included in this annexation request are provided in the table below:

Parcel Number	Owner
503-80-018E	Desert Trails Partners, LLC
503-80-018F	Desert Trails Partners, LLC
503-81-028G	Desert Trails Partners, LLC
503-81-028H	Desert Trails Partners, LLC

Public Outreach

As part of the annexation process, an outreach meeting will be held at Willow Canyon High School on January 21st, 2026. Once this meeting has been conducted, a participation report will be provided.

Annexation Boundary

Please see the provided Legal Description, Attachment 1 of this document.

Zoning Verification

Please see the provided Zoning Verification Letters, Attachment 2 of this document.

December 1, 2025

LEGAL DESCRIPTION FOR
DESERT TRAILS
EASTERLY 55 FEET

That part of the East Half of Section 13 and the Northeast Quarter of Section 24, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Brass Cap marking the Northeast Corner of said Section 13, from which the 1/2" rebar marking the East Quarter Corner of said Section 13 bears South 00°23'17" West, a distance of 2636.94';

Thence South 00°23'17" West, along the East line of the Northeast Quarter of said Section 13, a distance of 2,636.94 feet to the East Quarter Corner of said Section 13;

Thence South 00°39'28" West, along the East line of the Southeast Quarter of said Section 13, a distance of 2,641.39 feet to the Southeast Corner of said Section 13;

Thence South 00°22'03" West, along the East line of the Northeast Quarter of said Section 24, a distance of 2,636.07 feet to the East Quarter Corner of said Section 24;

Thence North 89°44'27" West, departing said East line and along the South line of said Northeast Quarter, a distance of 55.00 feet to a point on a line which is parallel with and 55.00 feet Westerly, from said East line;

Thence North 00°22'03" East, along said parallel line, a distance of 2,636.13 feet to a point on the South line of the Southeast Quarter of said Section 24 which is parallel with and 55.00 feet Westerly, from the East line of said Southeast Quarter;

Thence North 00°39'28" East, along said parallel line, a distance of 2,641.37 feet to a point on the Southerly line of the Northeast Quarter of said Section 13 which is parallel with and 55.00 feet Westerly, from the East line of said Northeast Quarter;

Thence North 00°23'17" East, along said parallel line, a distance of 2,636.97 feet to a point on the North line of said Northeast Quarter;

Thence South 89°40'12" East, along said North line, a distance of 55.00 feet to the Point of Beginning.

Containing 435,291 Square Feet or 9.993 Acres, more or less.



4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

DESERT TRAILS
EASTERLY 55 FEET

BOUNDARY

S0023'17.2318" W 2,636.94

S0039'27.9533" W 2,641.39

S0022'03.2475" W 2,636.07

N8944'26.5337" W 55.00

N0022'03.2475" E 2,636.13

N0039'27.9533" E 2,641.37

N0023'17.2318" E 2,636.97

S8940'12.2959" E 55.00

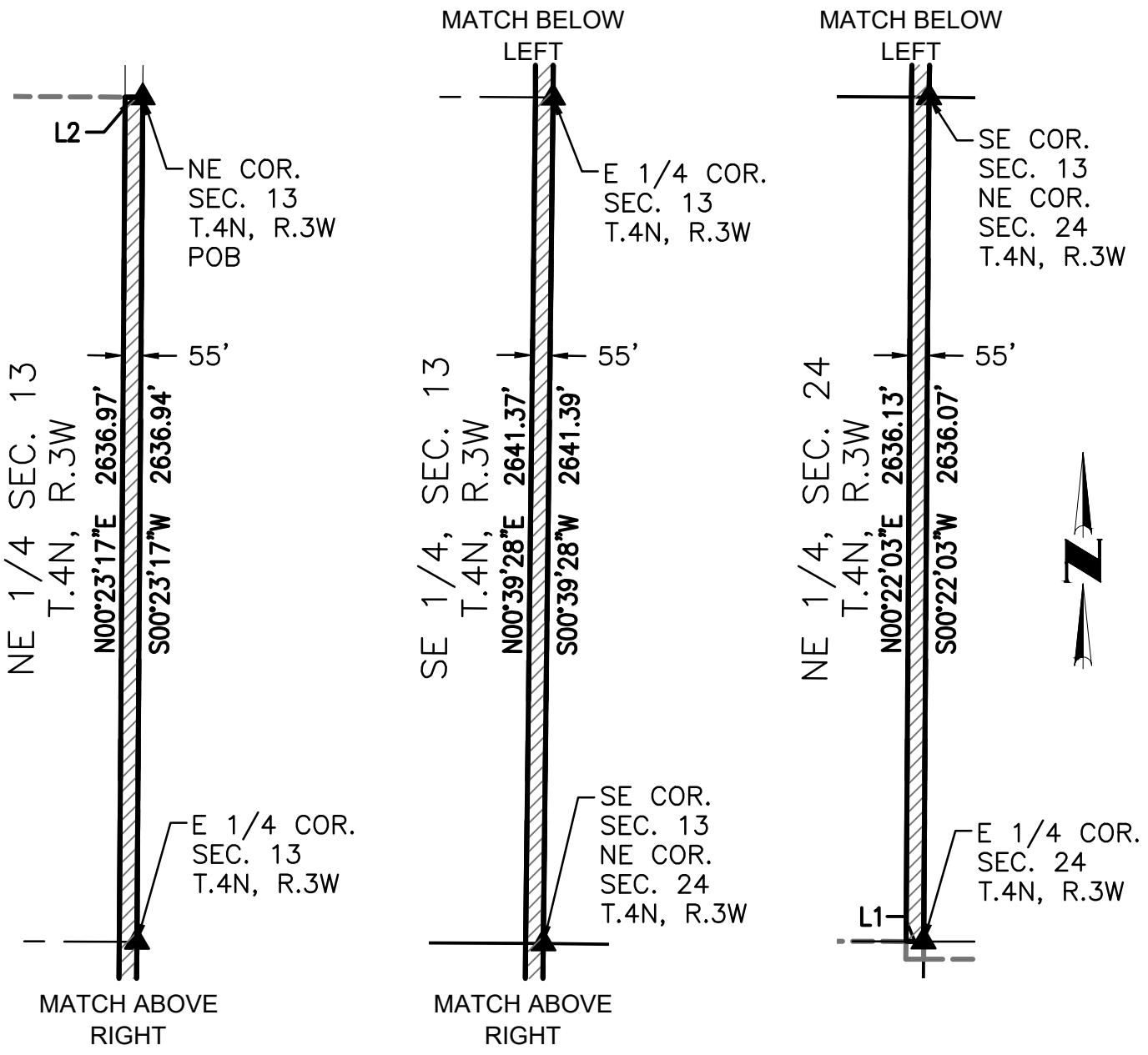
Area = 435,291 9.993 AC

Closing course: 180°15'08.4910" 0.002005

Misclosure: 1/1,000,000+

North Error: 0.002005
East Error: 0.000009





EASTERLY 55 FEET
= 435,291 SQ. FT.
OR 9.993 ACRES

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°44'27"W	55.00'
L2	S89°40'12"E	55.00'

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 12/01/25
ARIZONA U.S.A.

SCALE 1" = 500'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

DESERT TRAILS

EASTERLY 55 FEET

CVL CONSULTANTS

01 OF 01

N:\01\0397401\CADD\Exhibits\VX.EASTERLY 55 FEET.dwg **BradH December 1, 2025**

MARICOPA COUNTY
PLANNING & DEVELOPMENT

ZONING VERIFICATION

September 18, 2025

Sandra Childers
4900 N. Scottsdale Rd., Ste. 1200
Scottsdale, AZ 85251

Re: Assessor's Parcel Numbers # 503-81-028G, H and 503-80-018E, F

Dear Sandra,

1. The current zoning for these parcels is RU-190 (Rural Zoning District - 190,000 Square Feet Per Dwelling Unit).

2. The current use of the subject properties is vacant / undeveloped. According to the Maricopa County Assessor's office map the lot size and lot width of the subject parcels does not meet the minimum required for this zoning district, except for parcel 501-81-028H which meets lot size requirements.

3. The following are the applicable zoning districts of the adjoining parcels:
   a. North: City of Surprise
   b. South: City of Surprise
   c. East: RU-43
   d. West: City of Surprise

4. The following zoning cases were found to be associated with the subject parcels: Z84-179, Z2006154, Z03-44, & Z05-36. Additionally, the parcels are associated with the Military Airport and Ancillary Military Facility Overlay (MAAMF).

5. Current aerial photos show the subject parcels are vacant. Any improvements made after Jan. 1, 2000, are subject to current zoning regulations and require building permits.

6. A search of our permit data bases yielded no permits for the subject parcels. We do maintain electronic records that are complete for 1996 to present. From 1985 to 1996 we have incomplete electronic records. Prior to 1985 we have no records at all. If you would like copies of any available documents, please submit a public records request. For information on how to resolve pending or expired permits submit a Permit Research Form.

7. Although there are no open code violation cases in our system associated with the subject parcels, any activity, construction, or alterations made without the benefit of a permit and / or authorized by this department would result in a code violation if called to investigate the property.

Nicole Nelson - Plans Examiner Supervisor
301 W. Jefferson St., Ste. 170 Phoenix, Arizona 85003

P: 602.506.8475
E: nicole.nelson@maricopa.gov
Maricopa.gov/planning

MARICOPA COUNTY
PLANNING & DEVELOPMENT

ZONING VERIFICATION

8. The subject parcels are currently regulated by Sections 501 (RU-190) Rural Zoning District - 190,000 Square Feet Per Dwelling Unit) of the Maricopa County Zoning Ordinance (as well as other applicable sections of the Zoning Ordinance, such as Chapter 11, General Regulations). The Maricopa County Zoning Ordinance is available online at www.maricopa.gov/planning (click on "About Us", then "Ordinances" and then click on the "Zoning Ordinance" link).

9. In order to obtain copies of records (if available) from this department (i.e. copies of site plans, Certificate of Occupancy, etc.) please submit a Public Records Request. For permit resolution information on unresolved or expired permits submit a Permit Research Form.

10. Rebuild: In the event that a nonconforming use of land, building or structure is destroyed by fire, explosion, act of God, or act of the public enemy to the extent of 75% of its value, according the appraisal thereof by competent appraisers, then and without further action by the Board of Supervisors, the future use thereof shall from and after the date of such destruction be subject to all the regulations of the Maricopa County Zoning Ordinance.

11. A site inspection and official review have not been performed for this verification. Any activity, construction, or alterations made without benefit of permit would not be on record or authorized by this department.

12. Other regulatory department information for Maricopa County may be obtained online at www.maricopa.gov.

Sincerely,

Nicole Nelson
Plans Examiner Supervisor

Nicole Nelson - Plans Examiner Supervisor
301 W. Jefferson St., Ste. 170 Phoenix, Arizona 85003

P: 602.506.8475
E: nicole.nelson@maricopa.gov
Maricopa.gov/planning

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS25-0856

Applicant Name: RVI Planning

Location: NWC Deer Valley & 211th Ave

Date Site Posted: 02/10/26

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett
Applicant/Representative Signature

February 10, 2026
Date

This instrument was acknowledged before me on 02/10/26, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

Marybeth Conrad
Notary Public

10-25-28
My commission expires

*Return completed and notarized **affidavit** and all relevant **photo**s to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing
City of Surprise

Neighborhood Meeting
Date: Wednesday, January 28, 2026
Time: 6:00 P.M.
Location: Willow Canyon High School
Collaborative Commons
17901 W Lundberg St.
Surprise, AZ 85388

City Council Annexation Hearing (Blank Petition)
Date: Tuesday, April 7th, 2026
Time: 6:00 P.M.
Location: Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374

City Council Annexation Hearing (Vote to Approve or Deny)
Date: Tuesday, May 19th, 2026
Time: 6:00 P.M.
Location: Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374

Surprise Case Number: FS25-0856

Request: A request for an Annexation of four (4) parcels of unincorporated land, approximately 9.99 acres, into the City of Surprise. The parcels are 503-80-018E, 503-80-018F, 503-81-028G & 503-81-028H. Surprise Planning case FS25-0856.



For more information, call:
623-222-3011
www.Surpriseaz.gov

Maps
February 10, 2026 at 9:37 AM
+33 691709 -112 513030
Surprise AZ 85387

Notice of Public Hearing
City of Surprise

Neighborhood Meeting
Date: Wednesday, January 28, 2026
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623-222-3011
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February 10, 2026 at 9:37 AM
+33.691709, -112.513030
Surprise AZ 85387

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For more information, call:
623-222-3011
www.Surpriseaz.gov



February 10, 2026 at 9:30 AM
+33.696750,-112.513144
21101–21299 W 219th Ave
Surprise AZ 85387

Notice of Public Hearing
City of Surprise

Neighborhood Meeting
Date: Wednesday, January 28, 2026
Time: 6:00 P.M.
Location: Willow Canyon High School
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Surprise, AZ 85388

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February 10, 2026 at 9:30 AM
+33 696750, -112 513144
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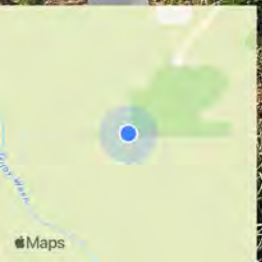
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For more information, call:
623-222-3011
www.Surpriseaz.gov



February 10, 2026 at 9:13 AM
+33 682251, -112 513063
W Deer Valley Rd
Surprise AZ 85387

Notice of Public Hearing
City of Surprise

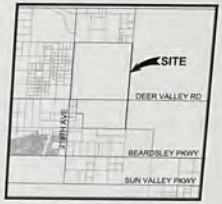
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For more information, call:
623-222-3011
www.Surpriseaz.gov

February 10, 2026 at 9:13 AM
+33.682251,-112.513063
W Deer Valley Rd
Surprise AZ 85387

FS25-0856

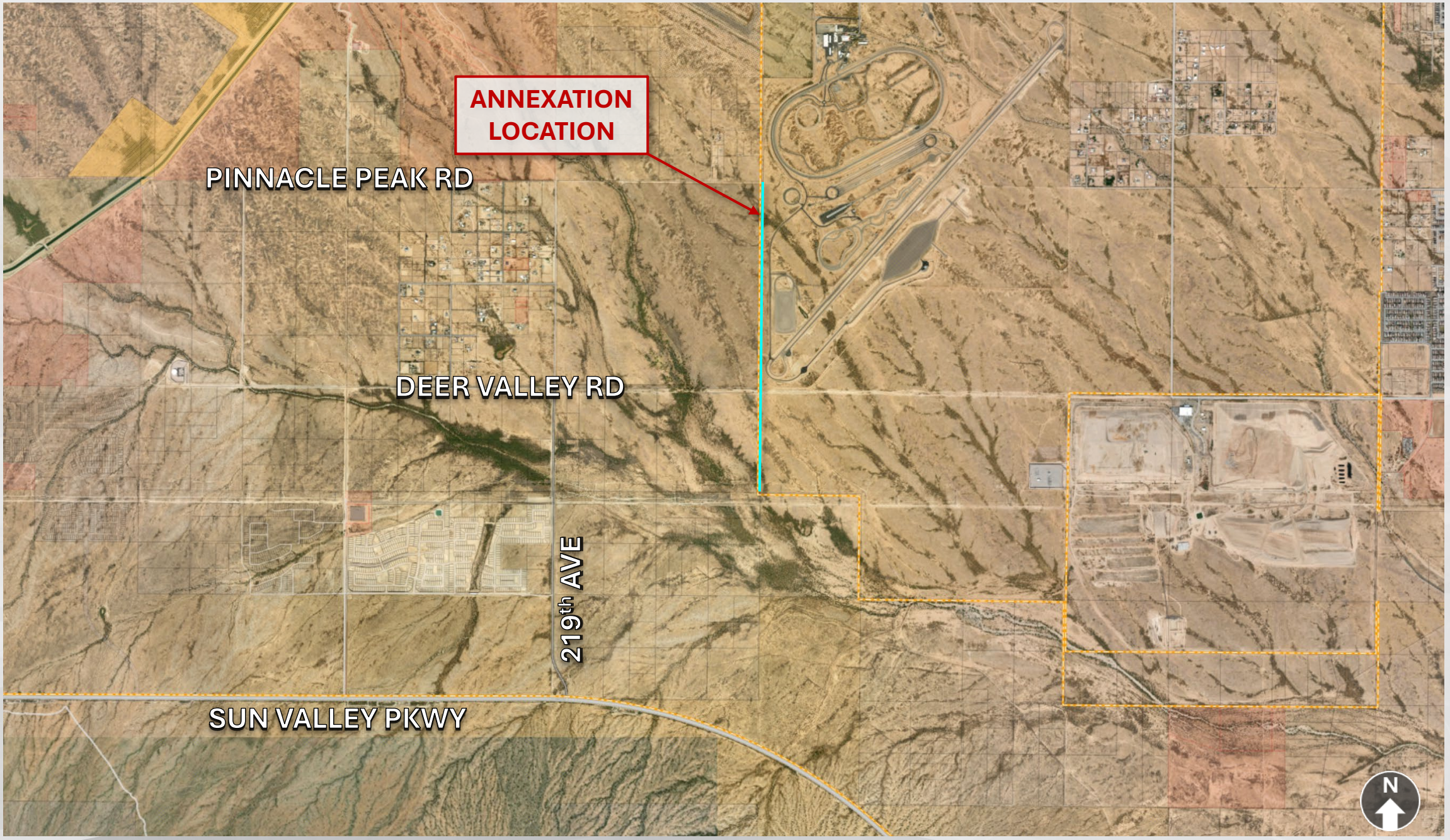
Desert Trails Annexation

Final Annexation Hearing

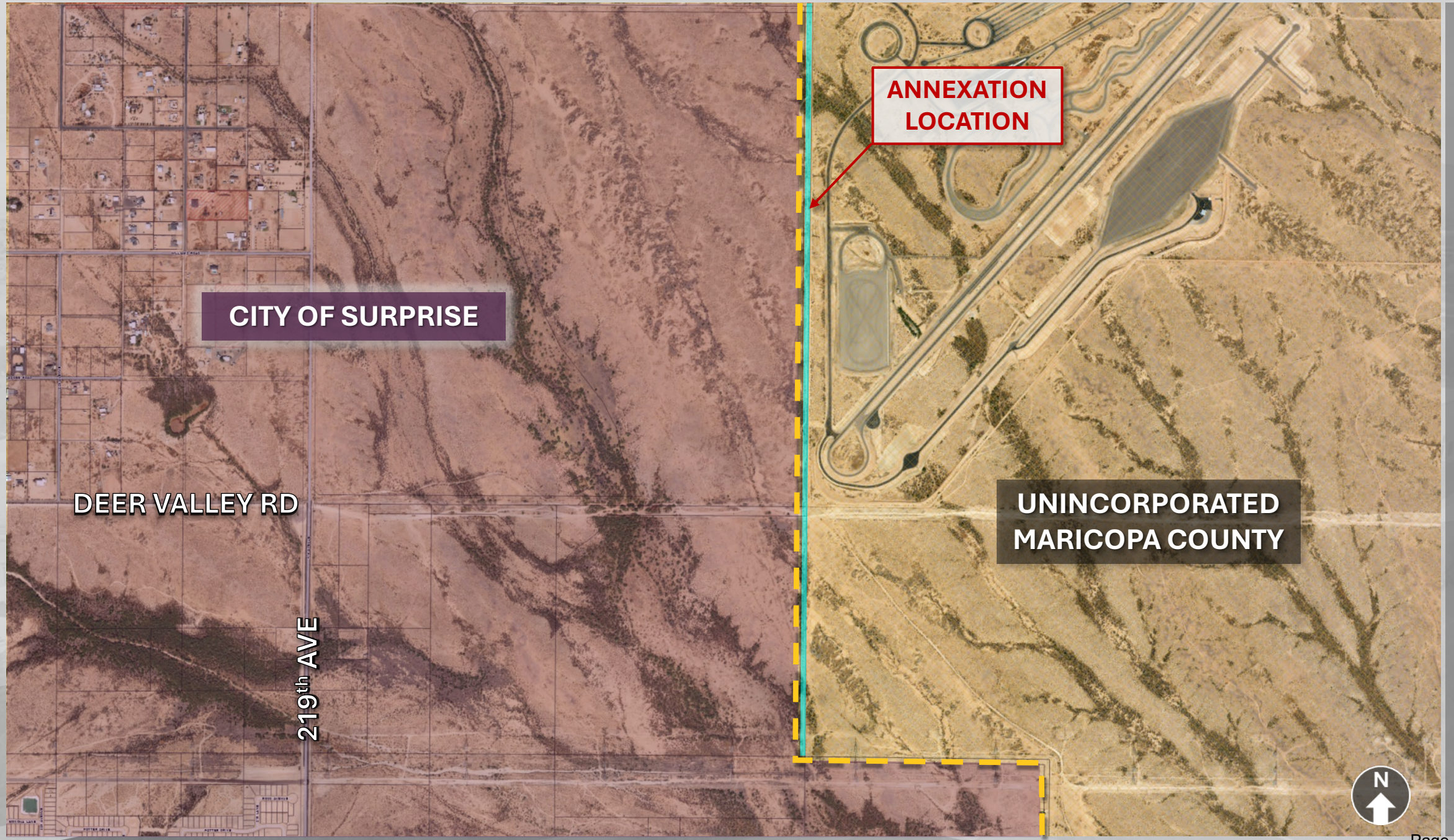
City Council

May 19, 2026

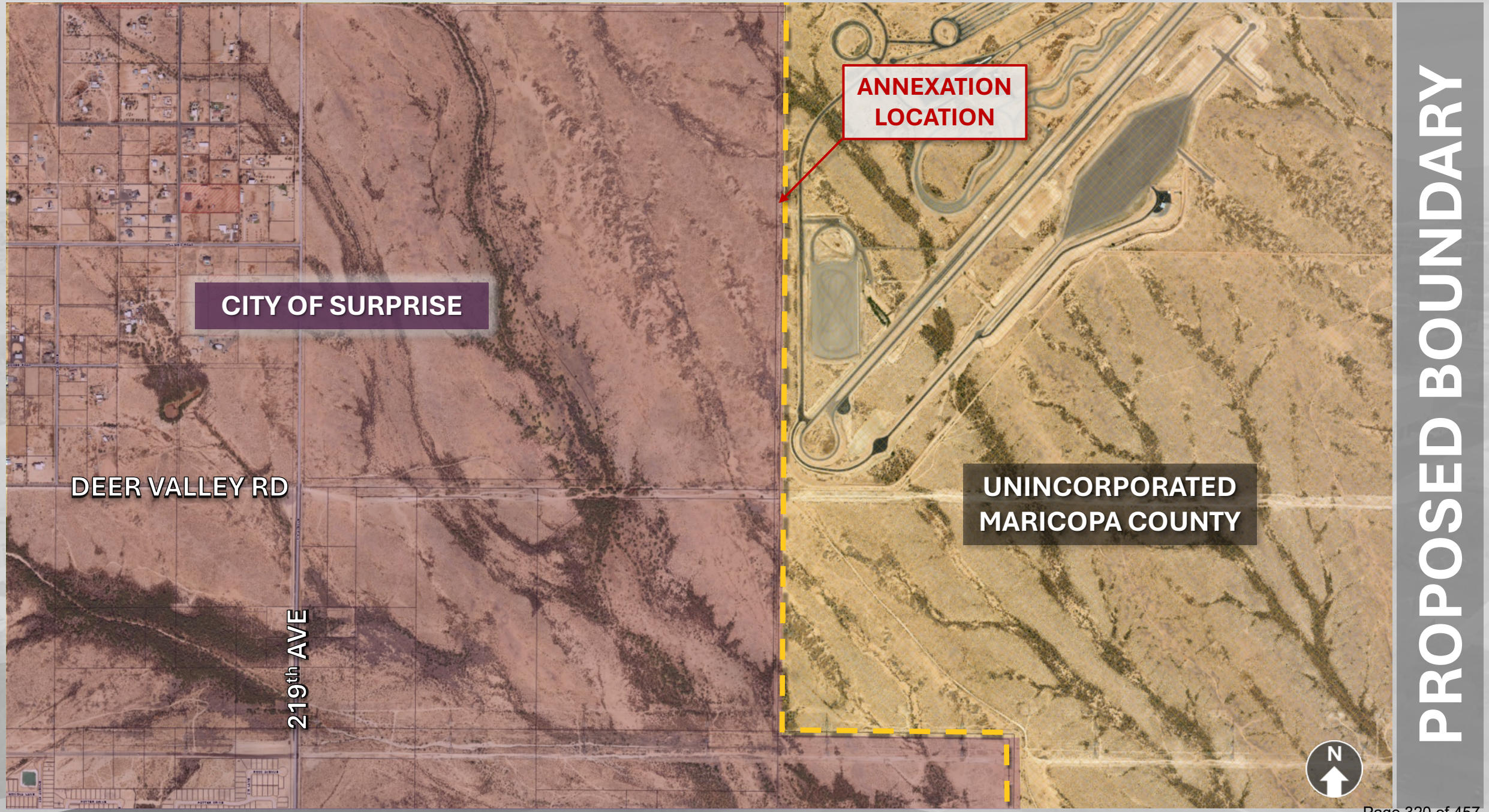
SURPRISE
ARIZONA



FS25-0856 VICINITY MAP



ANNEXATION LOCATION


ANNEXATION LOCATION
CITY OF SURPRISE
DEER VALLEY RD
219th AVE
UNINCORPORATED MARICOPA COUNTY
N
PROPOSED BOUNDARY

Outreach

Neighborhood Meeting

- January 28, 2026
- **Willow Canyon High School**

  17901 W. Lundberg St.
- 1 Representative from Ford Proving Grounds
  - Annexation Details
  - Buffering

Annexation Steps

- **Resolution for the intent to Annex**
  - Approve Resolution for Blank Petition
  - City Council meeting – February 17, 2026
- **File Blank Petition**
  - Reach out to County Assessor and Department of Revenue
  - Petition was filed and recorded on March 11,206
  - Begin 30-day waiting period – Recorded March 11, 2026
- **Public Hearing**
  - City Council holds public hearing to discuss the annexation
  - Held in the last 10 days of the 30-day waiting period.
- **Obtain signatures on annexation petitions**
  - Applicant has 1 year to complete petition
  - Public Hearing: City Council takes action on annexation ordinance ← **TONIGHT**

Questions or Comments?

Thank you

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to a Rezone of approximately 10.7 acres from Rural Residential (RR) to Community Commercial (C-2) for property generally located at the southeast corner of 163rd Avenue and Dynamite Boulevard. Case FS24-1442; Ordinance 2026-14

Motion:
I move to approve/deny Ordinance #2026-14.

Background:

Stephanie Watney of Withey Morris Baugh, PLC requests a rezone of approximately 10.7 acres from Residential Rural (RR) to Community Commercial (C-2) for the development of a Pure Heart Church campus with supporting commercial uses on a property generally located at the southeast corner of 163rd Avenue and Dynamite Boulevard.

Objective Analysis:
The request to rezone from RR to C-2, as outlined and detailed in the rezone document, is consistent with the Land Development Ordinance (LDO) and the General Plan. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
The subject rezone is in conformance with the Surprise Municipal Code and advances the goals and policies of the General Plan.

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00-FS24-1442 Pure Heart Church Rezone - Staff Report
2. 01-FS24-1442 Pure Heart Church Rezone - Vicinity Map
3. 02-FS24-1442 Pure Heart Church Rezone - Existing Zoning Map
4. 03-FS24-1442 Pure Heart Church Rezone - Proposed Zoning Map
5. 04-FS24-1442 Pure Heart Church -Rezone - Rezone Narrative
6. 05-FS24-1442 Pure Heart Church Rezone - Conceptual Site Plan
7. 06-FS24-1442 Pure Heart Church Rezone - Luke AFB Letter
8. 07-FS24-1442 Pure Heart Church Rezone - Citizen Participaton Report
9. 08-FS24-1442 Pure Heart Church Rezone - Affidavit of Site Posting
10. 09-FS24-1442 Pure Heart Church - Rezone - Ordinance FINAL
11. 10-FS24-1442 Pure Heart Church - P&Z Recommendation
12. FS24-1442 Pure Heart Church Rezone - Presentation

16000 N. Civic Center Plaza | Surprise, AZ 85374 | Ph 623-222-3000 | Fax 623-222-3002

Rezone

Report to the City Council

Case:	FS24-1442
Project Name:	Pure Heart Church
Council District:	1 - Acacia
Meeting Date:	May 19, 2026
Planner:	Leslie Carnie
Owner:	NOAS, Inc.
Applicant:	Stephanie Watney of Withey Morris Baugh, PLC
Request:	Rezone of approximately 10.7 acres from Rural Residential (RR) to Community Commercial (C-2)
Site Location:	Generally located at the southeast corner of 163rd Avenue and Dynamite Boulevard
Site Size:	10.7 Acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2040.
Support/Opposition:	Refer to attached Citizen Participation Report.
Commission Recommendation:	On May 07, 2026 the Planning and Zoning Commission recommended **approval** of the subject Rezone, case FS24-1442, to the City Council subject to stipulations ‘a’ and ‘b’.

PROJECT DESCRIPTION:

Stephanie Watney of Withey Morris Baugh, PLC requests a rezone of approximately 10.7 acres from Residential Rural (RR) to Community Commercial (C-2) for the development of a Pure Heart Church campus with supporting commercial uses on a property generally located at the southeast corner of 163rd Avenue and Dynamite Boulevard.

BACKGROUND:

November 3, 1988: The subject parcel was annexed into the City of Surprise under Ordinance 88-24.

July 11, 2024: Staff met with the applicant to discuss the subject property during a regularly scheduled Concept Review meeting under CR24-0764.

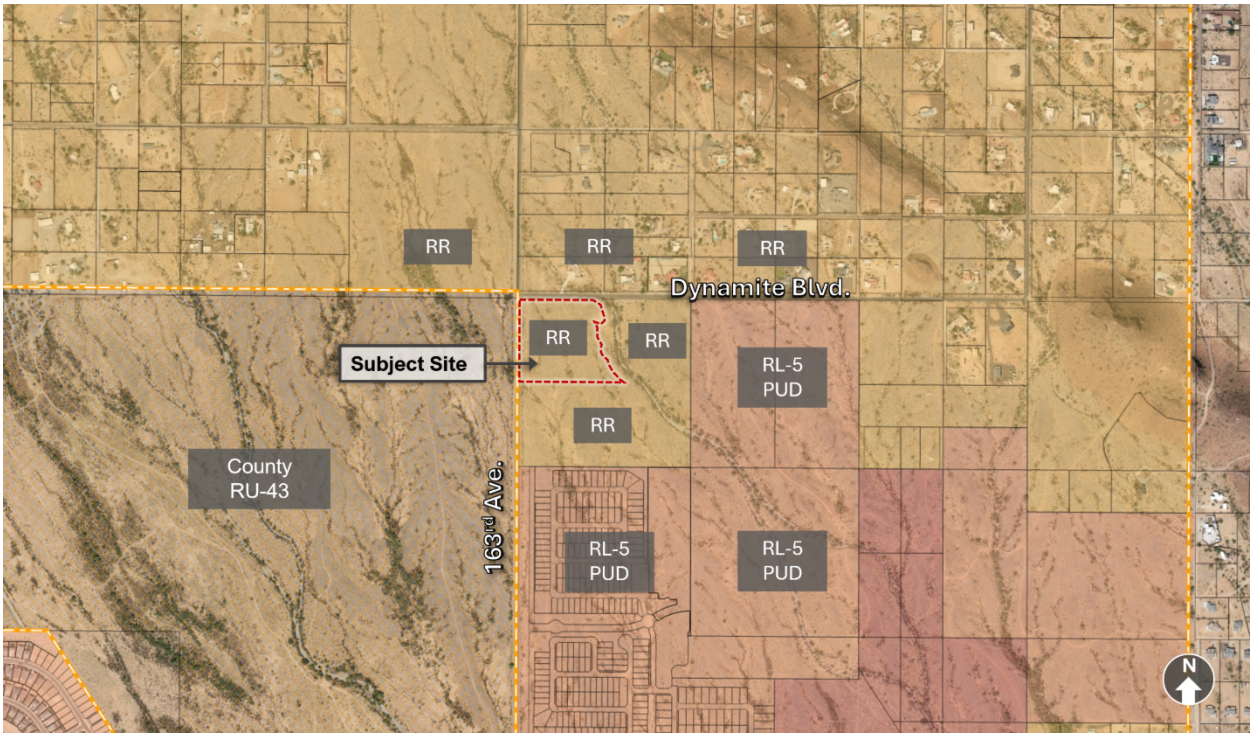
October 28, 2024: The applicant filed the Rezone and Minor Land Division request under case, FS24-1442, the subject case.

February 11, 2025: The applicant held a neighborhood outreach meeting to discuss the Project.

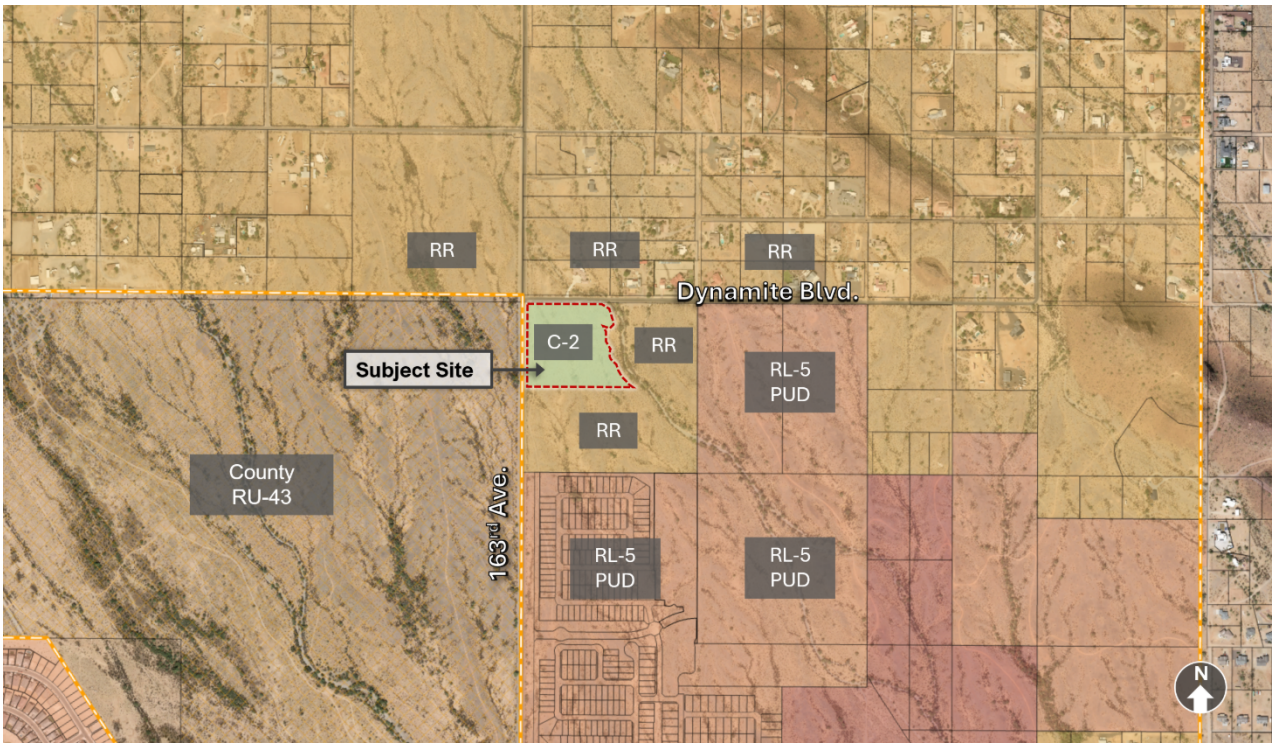
April 13, 2026: A Minor Land Division request was approved administratively and recorded with Maricopa County under case, FS24-1442, the subject case.

May 07, 2026: The Planning and Zoning Commission recommended approval at a Public Hearing under case, FS24-1442, the subject case.

PROJECT ZONING:



Existing Zoning

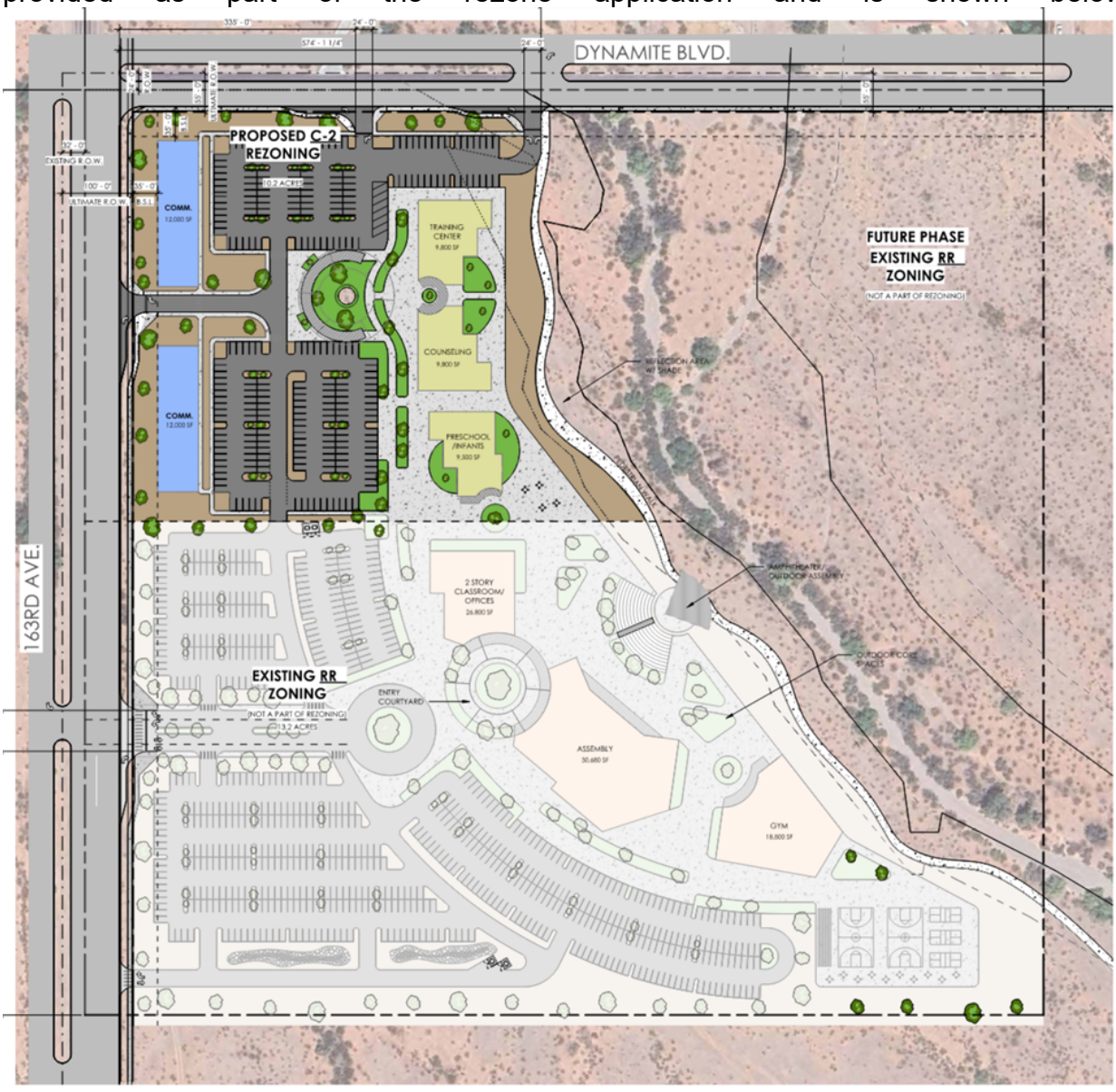


Proposed Zoning

ANALYSIS AND DISCUSSION:

The subject property is part of a proposed 41.25-acre multi-phase church campus project known as Pure Heart Church. A Minor Land Division application to subdivide the 41.25-acre parent parcel was reviewed concurrently with this application and approved administratively. This Minor Land Division created 30.5-acre parcel encompassing the southern and eastern portions of the overall site, as well as the 10.7-acre parcel proposed to be rezoned by this application. The first phase of the Pure Heart Church campus will be the construction of the assembly chapel, classrooms, a gymnasium, an outdoor amphitheater, outdoor meditation and reflection areas, and pedestrian courtyards and plazas located on the southern portion of the overall site. This southern parcel that also extends to the east is excluded from the proposed rezone application since the proposed uses, which are affiliated with the primary church use, are permitted under the site's existing RR zoning. The wash that bisects the overall site is intended to be preserved and used as an outdoor open space amenity. Currently there are no plans to develop the portion of the property located east of the wash corridor.

The applicant requests the rezone of the 10.7-acre vacant parcel situated on the southeast corner of 163rd Avenue and Dynamite Boulevard. The requested rezone from RR to C-2 will allow supporting commercial uses to be developed north of the main church campus. In addition to two commercial pads, the subject property is expected to include a pre-school, a counseling center, and a training center. A Conceptual Site Plan has been provided as part of the rezone application and is shown below.



Proposed Site Plan

Access and Roadways:

Full access to the subject property is provided from Dynamite Boulevard. A right-in right-out driveway provides additional access to Dynamite Boulevard. Access to 163rd Avenue is limited to one right-in right-out driveway; however, the overall campus will have access to 163rd Avenue via a full access driveway located on the southern parcel. A TIA was submitted as part of this rezone application and has been reviewed and approved by the City's Transportation Department. The developer of this project will be required to improve 163rd Avenue pursuant to its Major Arterial designation with 100' half street right-of-way. Dynamite Boulevard is classified as a Modified Minor Arterial and will be built as such along the property frontage with 55' of half street right-of-way. A contribution to a future traffic signal at 163rd Avenue and Dynamite Boulevard will also be required.

DEVELOPMENT STANDARDS:

The development of the project site is subject to review and approval of a comprehensive Site Plan review, in which the site design, architecture, parking, setbacks, and landscaping will be reviewed in accordance with the requirements prescribed by the City's Land Development Ordinance (LDO) and the adopted Planning and Engineering Design Standards (PEDS). The table below reflects the current LDO development standards for the C-2 zoning district.

Table 106-6a—Commercial Zoning Districts

	C-2
Minimum *lot* area (sf)	18,000
Min. *setback* to arterial *ROW*	35[5, 6]
Min. *setback* to collector and local *ROW* (ft)	20[5, 6]
Min. *setback adjacent* to residential *zoning* (ft)	30[5, 6]
Min. *setback adjacent* to non-residential *zoning* (ft)	15[5, 6]
Max. bldg. *height* (ft)	40[2]
Max. size per *use*/tenant (sf)[3]	45,000
Max size per *commerce center* (ac)[4]	20

Notes:

2. The *height* of any *structure*, or portions thereof, shall not exceed 30 feet in *height* measured at the *setback* line when *adjacent* to rural residential (RR), residential low density (R-1), and residential medium density (R-2) *zoning.* The *height* increases at a ratio of one foot vertical for every one foot horizontal as measured relative to the property line to a maximum *height* equal to the *zoning district*.

5. Projects designed as *commerce center* will comply with overall development standards regarding perimeter *setbacks* from *abutting* developments.

6. *Pad sites* within a *commerce center* may have reduced *setbacks* along boundaries internal to the master *site plan* if the whole development complies with parking and landscaping regulations. Approval by the community development director or designee is required.

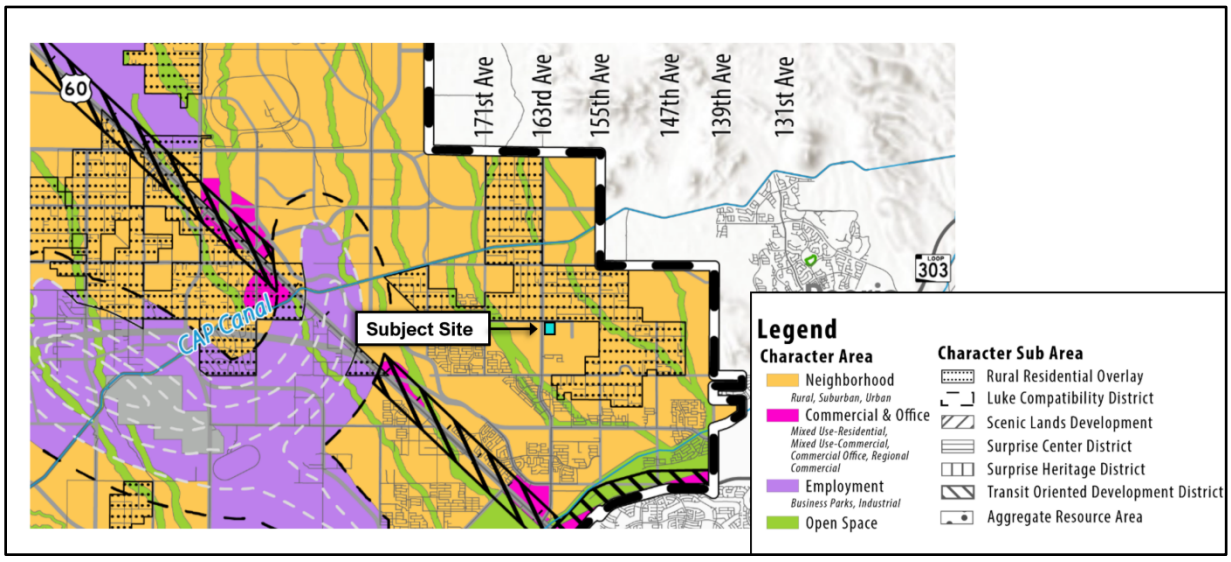
Utility and Services Table:

Electric:	APS
Water:	CITY OF SURPRISE
School District	DYSART

CONFORMANCE WITH ADOPTED PLANS:

The proposed rezone was reviewed against the goals, policies, recommendations, and guidelines of the City of Surprise General Plan 2040. The proposed rezone is consistent with the General Plan in some of the following ways:

The subject site is designated in Neighborhood Character Area, which supports the development of locally orientated commercial uses. The proposed development will provide neighborhood scale retail and worship services that are strategically located at the intersection of two arterial corridors.



REVIEWING AGENCIES:

In addition to the standard City reviewing agencies, the Arizona Game and Fish Department, the Maricopa Water District, the Flood Control District of Maricopa County, and Luke Air Force Base were included in the routing of this request. These agencies indicated no objections to the request

CITIZEN OUTREACH:

An outreach meeting was held on February 11, 2025, at the Asante Preparatory Academy located at 23251 N.166th Drive. Attendees inquired about the church's background and services. There were concerns over traffic, light pollution, and building height. The Citizen Participation Report is attached.

SUMMARY:

The proposed rezone request is for the development of future commercial uses. The request is consistent with the manner and intent of the Surprise Municipal Code and the General Plan. If approved, the site will be developed in accordance with the requirements of the City of Surprise.

FINDINGS:

- The proposed rezone is consistent with the Surprise General Plan 2040.
- The proposed rezone demonstrates compliance with the criteria set forth in the Surprise Municipal Code.
- The reviewing agencies have indicated no objections to the request.

COMMISSION RECOMMENDATION:

Based on the findings noted above, the Commission recommended **approval** on May 07, 2026, at a public hearing, subject to stipulations 'a' and 'b' as outlined below.

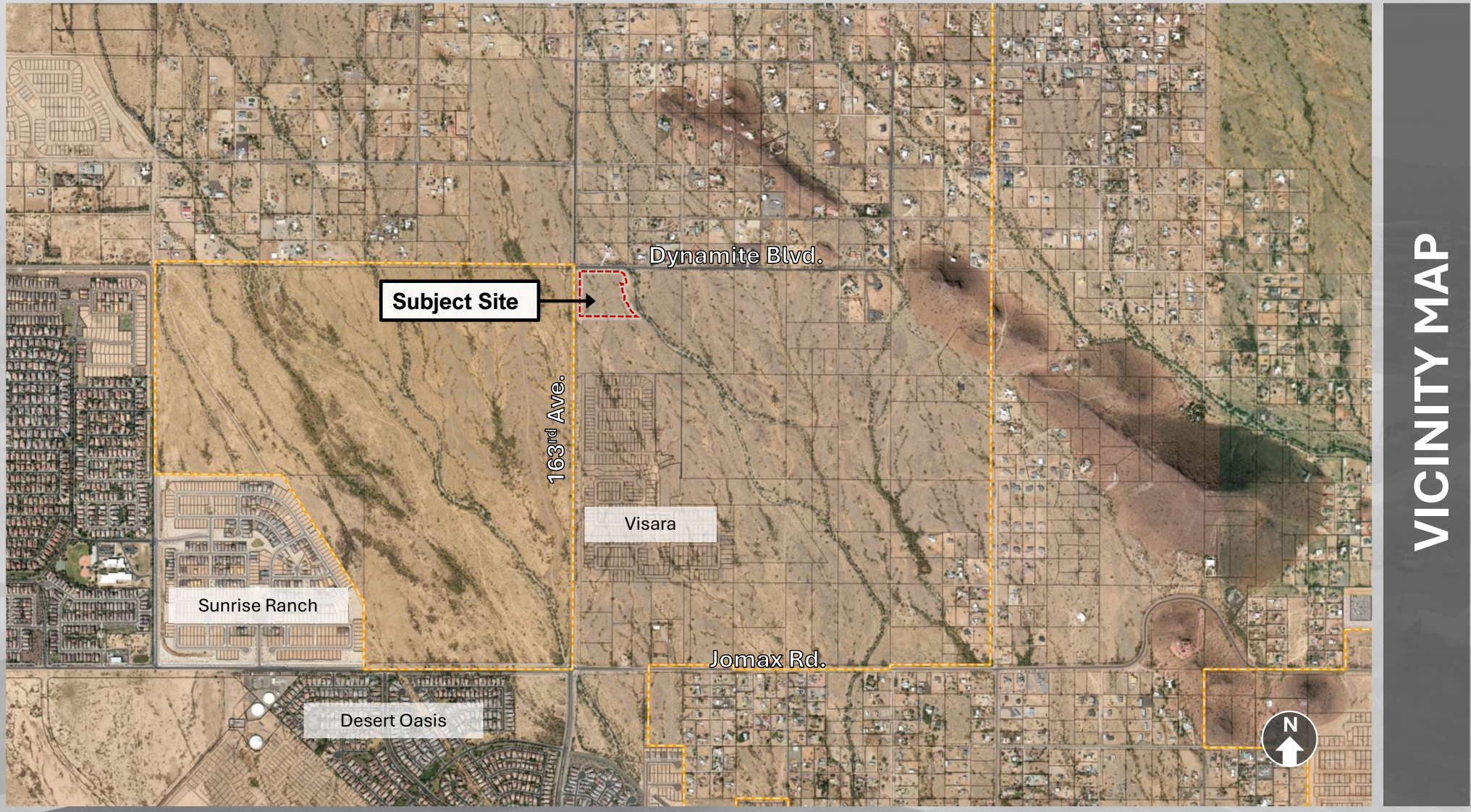
a. Development and use of the site shall be consistent with the Rezone Narrative entitled "Pure Heart Church Rezone Narrative", prepared by *Withey Morris Baugh PLC*, and stamped received, *March 20, 2026*.

b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

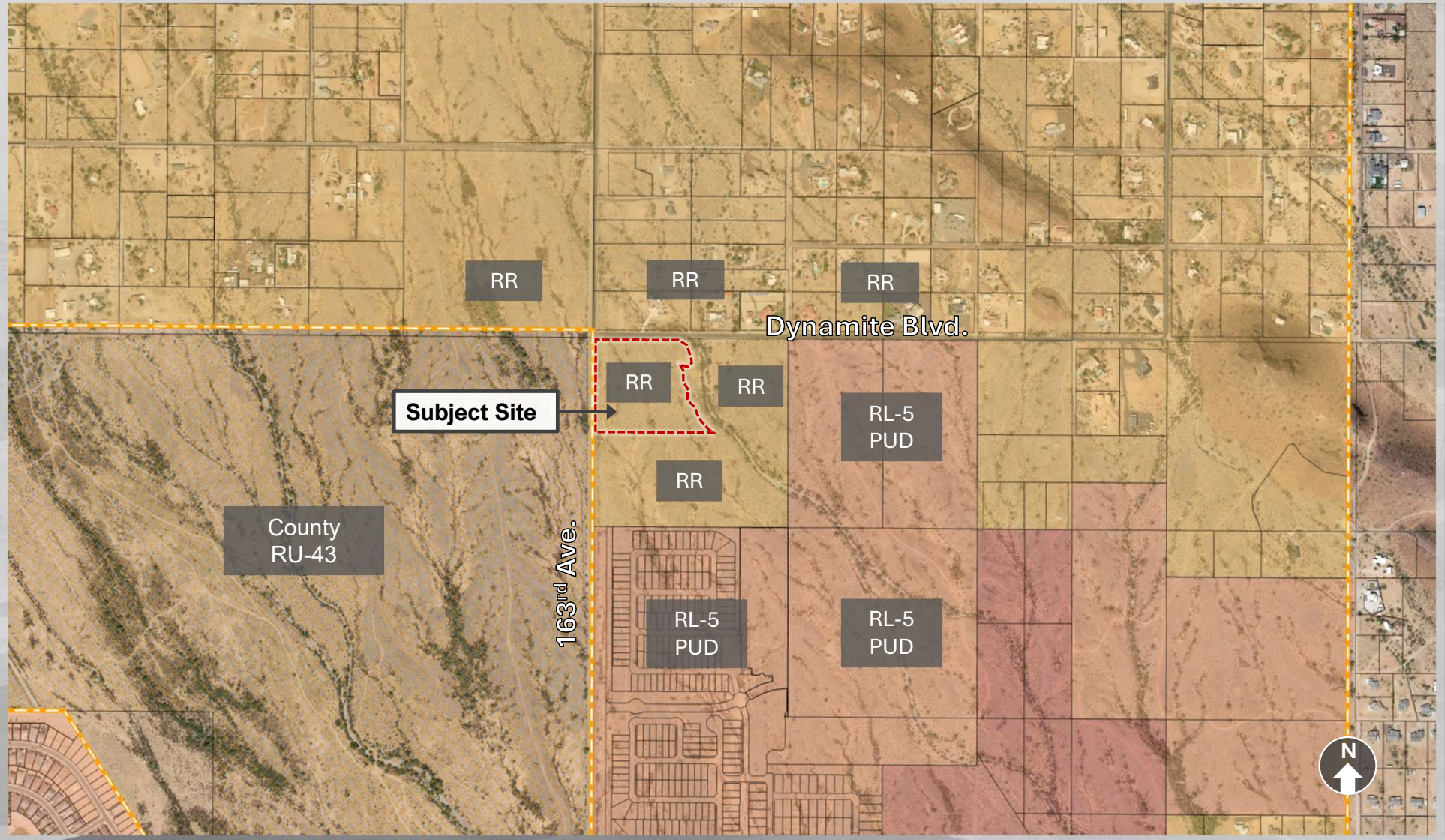
However, should the Council wish to deny the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

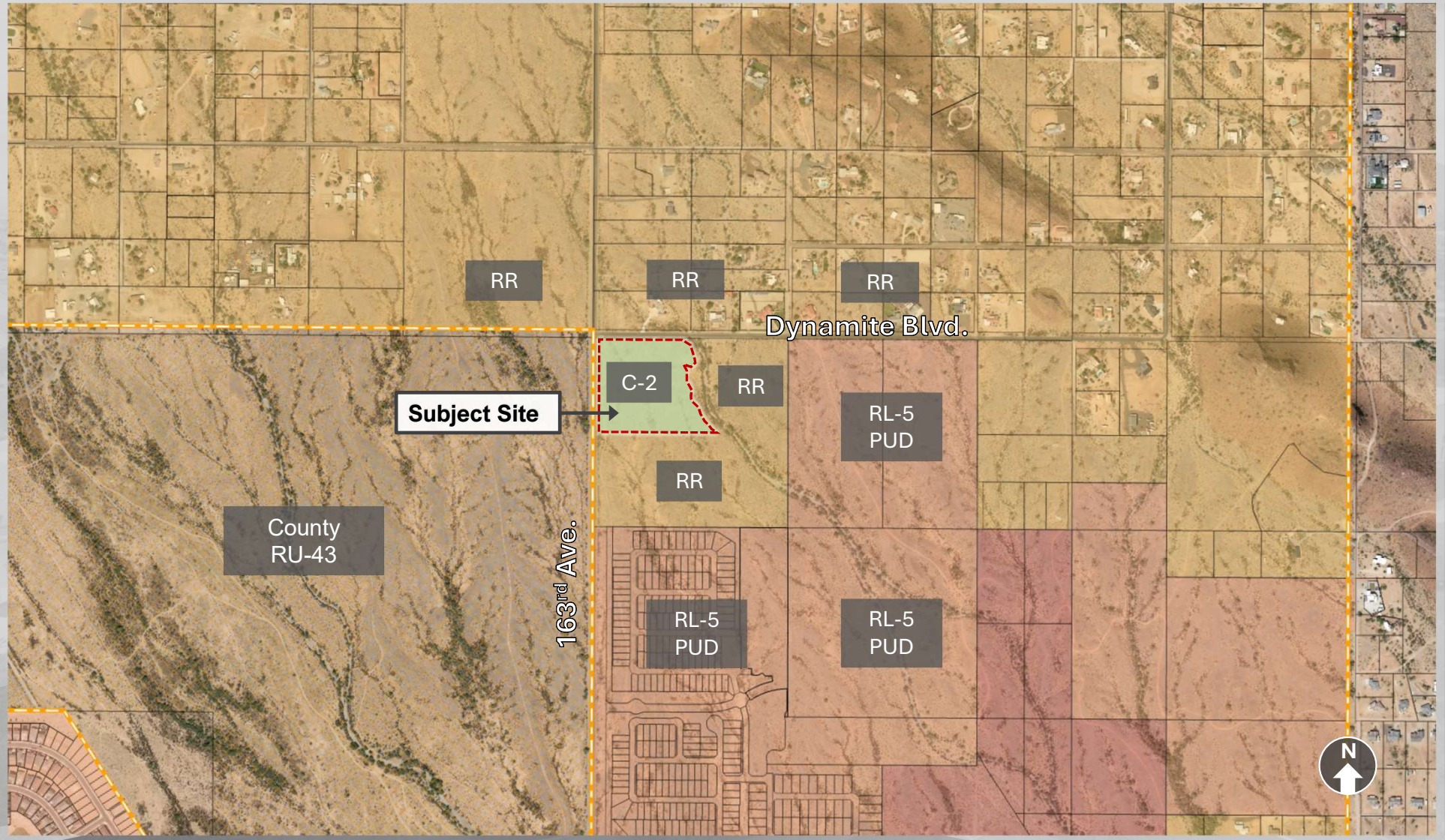
01 Vicinity Map
02 Existing Zoning Map
03 Proposed Zoning Map
04 Rezone Narrative
05 Conceptual Site Plan
06 Luke AFB Comments
07 Citizen Participation Report
08 Affidavit of Site Posting
09 Planning and Zoning Commission Recommendation
10 Ordinance #2026-14
PPT



VICINITY MAP


RR
RR
RR
Dynamite Blvd.
RR
RR
Subject Site
RL-5
PUD
RR
County
RU-43
163rd Ave.
RL-5
PUD
RL-5
PUD
N

ZONING MAP



PROPOSED ZONING MAP

Pure Heart Church

SEC 163rd Avenue and Dynamite Road
Rezone Narrative

Received
3/20/2026 1:03PM

WITHEY MORRIS BAUGH

Introduction

On behalf of NOAS Inc. dba Pure Heart Church, we are pleased to submit this request to rezone approximately 9.74-acres of vacant land located at the southeast corner of 163rd Avenue and Dynamite Road alignment, which comprises a portion of Maricopa County Assessor's Parcel Number ("APN") 503-52-013A (the "Property"). **TAB 1, Aerial Map**. The Property is currently undeveloped. The General Plan Land Use Map designates the Property as "Neighborhood" (**TAB 2**) and the existing zoning for the Property is Rural Residential ("RR") (**TAB 3**).

Adjacent Land Uses

The Property is located at the intersection of two planned arterial roadways. To the south and east is undeveloped land zoned R-1 with a PUD overlay. To the north across Dynamite Boulevard are single family homes zoned Rural Residential. To the west across 163rd Avenue is undeveloped land outside the jurisdictional boundaries of Surprise.

Request

This application requests to rezone the Property from Rural Residential (RR) to Community Commercial (C-2). Per the City of Surprise Land Development Ordinance, the C-2 District is appropriate for land that within the Neighborhood character area as designated by the General Plan.

Project Overview

Pure Heart Church is proposing to develop a new campus on approximately 41.25 acres at the southeast corner of 163rd Avenue and the Dynamite Road alignment. The campus will be developed in phases. Phase 1, which comprises approximately 15 acres in the southern half of the site, will include an assembly chapel, classrooms, a gymnasium, an outdoor amphitheater, outdoor meditation and reflection areas, and pedestrian courtyards and plazas. These uses, which are affiliated with the primary church use, are permitted under the site's existing RR zoning.

Phase 2 will develop approximately 9.47 acres in the northeast portion of the site with a preschool, counseling and training centers, and two commercial pads. Phase 2 is the subject of this rezone application. **TAB 4, Phase 2 Conceptual Development Plan.**

Another future phases may include approximately 4 acres in the northeast portion of the site that is separated from Phases 1 and 2 by a large wash which bisects the site. At this time, no development plan is proposed for that portion of the site.

The proposed rezone will accommodate commercial opportunities on site, with designated areas along 163rd Avenue for commercial buildings totaling approximately 31,000 square feet. The two commercial pads are anticipated to be developed with drive-through uses that will require a conditional use permit once users are identified and a site plan is established. These commercial

spaces will complement the church's community-focused mission by providing additional value-add retail services for the surrounding community. This strategic approach aims to increase the site's utility while maintaining its core purpose as a community hub for spiritual, educational, and social services.

The anticipated drive-through uses are strategically located along 163rd Avenue as it approaches Dynamite Boulevard, providing appropriate visibility and access from the arterial roadways. A queuing analysis will be required at the time of site plan and/or plan review. The applicant acknowledges that the City of Surprise driveway spacing standards and turning movements current at the time of site plan and/or plan review will apply. This development will be required to contribute its proportionate share of the design and installation of the proposed traffic signal at the intersection of 163rd Ave and Dynamite Blvd. The actual contribution amount will be determined later after cost estimates are provided for the traffic signal. The percentage shall be determined by the TIA at the time of plan approval. Pure Heart Church will install the necessary right of way improvements and utilities to ensure sufficient capacity exists to accommodate the commercial uses and the variety of the church campus facilities and services. 163rd Avenue will be improved pursuant to its Major Arterial designation with 100' half street right of way. Dynamite Road is classified as a Modified Minor Arterial and will be built as such along the Property frontage with 55' of half street right of way. The drive-through uses will provide in-demand services for residents in the surrounding vicinity as growth in this area continues to accelerate. As described below, the proposed use is also consistent with the General Plan.

In addition to the commercial pads, the Property is expected to include a pre-school, a counseling center, and a training center. All such development will conform to the development standards for the C-2 district and will feature attractive site design and architecture.

Access to the Property will be provided from both Dynamite Road and 163rd Avenue. Pedestrian connectivity will also be provided throughout the development, including a proposed pedestrian path and open space area along the wash that bisects the site. Parking will be provided to meet minimum standards based on the applicable parking ratios for the proposed uses.

General Plan Conformance

The proposed development is consistent with the Surprise General Plan. The Property has a General Plan land use designation of "Neighborhood." This designation consists of predominantly residential areas, but also supports "locally oriented commercial and public facility uses." Community Commercial is considered a typical use in Suburban Neighborhood areas, such as the area surrounding the Property.

The development proposal is clearly compatible with this category as it provides church and commercial services to support the surrounding community. Additionally, this rezone incorporates the following objectives and policies from the General Plan:

Policy: Seek to retain aesthetic values and heritage of the Sonoran Desert by being a steward of the land and environment within the planning area.

Pure Heart Church will utilize the large wash that bisects the Property to provide ample open space opportunities that embrace the desert character. Pedestrian paths and other outdoor open space amenities, including shaded reflection areas, will emphasize and encourage connection with the natural environment.

Policy: Guide the design, pattern, and scale of development that provides visual diversity, choice of lifestyle, opportunities for social interaction, and respects desirable community character and context for both existing and future residents.

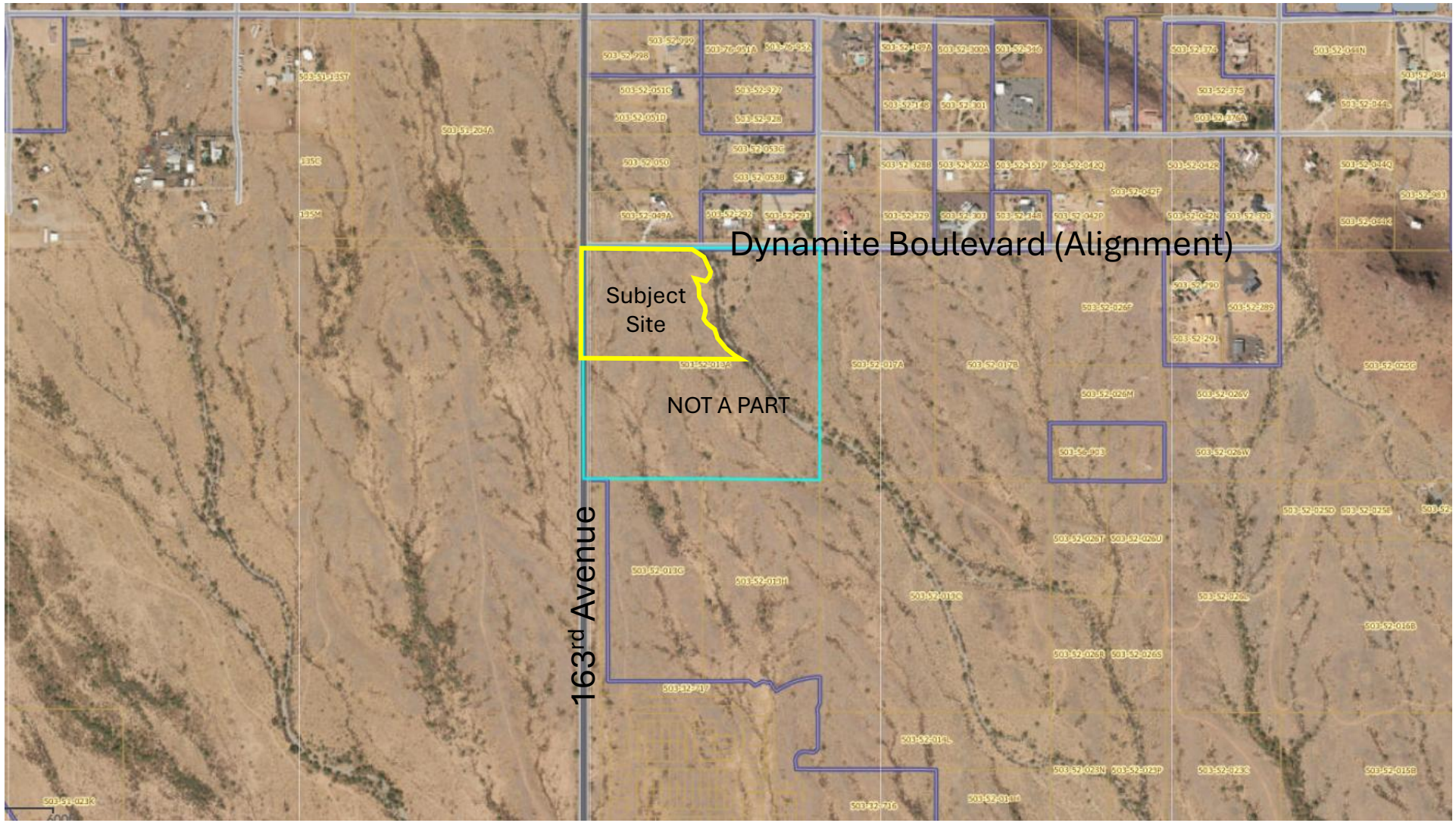
Pure Heart Church will provide a comprehensive, multi-faceted campus to support and provide opportunities for connection for parishioners and residents in the surrounding area. The commercial pads are strategically located along the arterial roadway with appropriate access and site circulation. Additional uses such as the amphitheater and outdoor meditation spaces are intentionally oriented to take advantage of the natural features of the Property, particularly the wash.

Conclusion

The proposed rezone will simply allow the ability for complementary commercial uses along the arterial street frontage of the proposed Pure Heart Church campus. The development will be an attractive, comprehensive church campus that provides community services and helps meet local needs. The commercial opportunity is a natural fit along the street frontage and will serve local residents' commercial needs. Overall, the project will include quality landscaping, meaningful open space, attractive design, and provide a community-wide benefit. Pure Heart Church looks forward to bringing a high-quality church campus to the City of Surprise.

Tab 1

Site Aerial Map

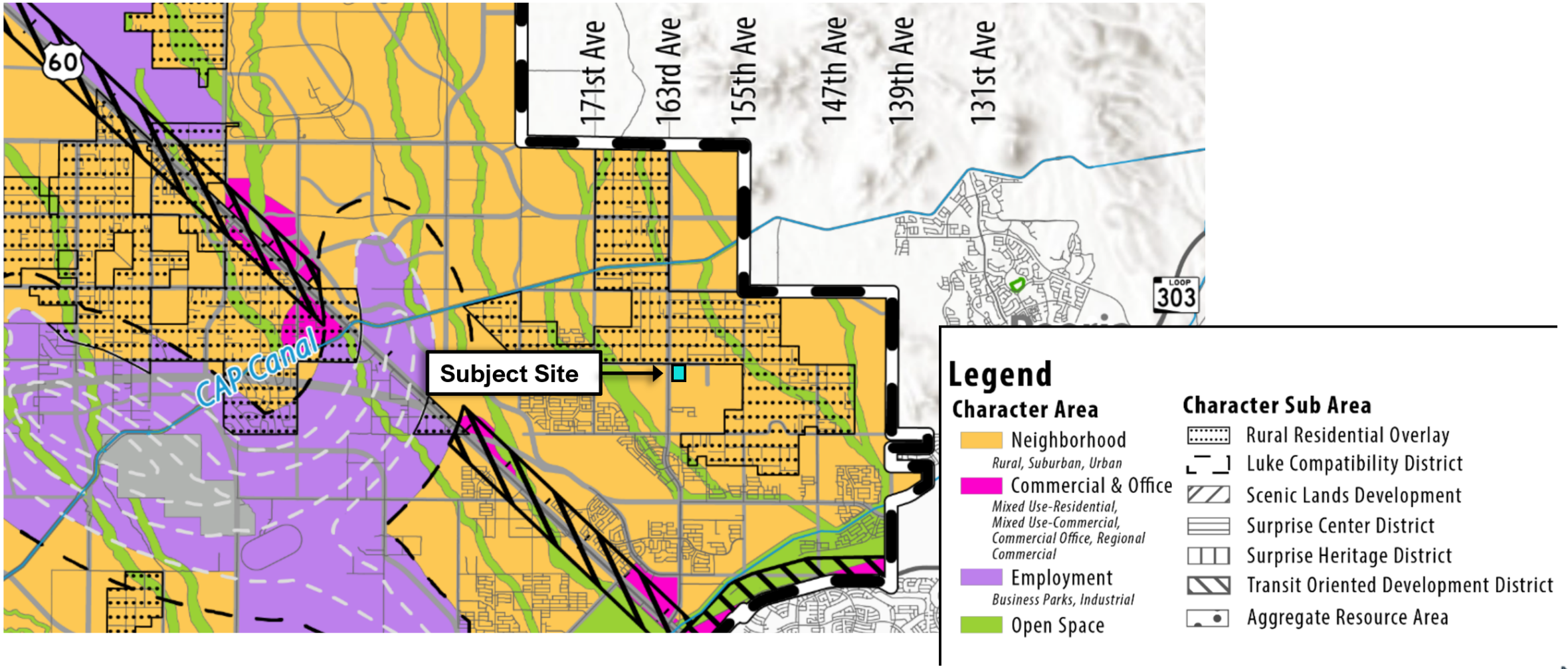


WITHEY MORRIS BAUGH

N

Tab 2

General Plan Map: Neighborhood

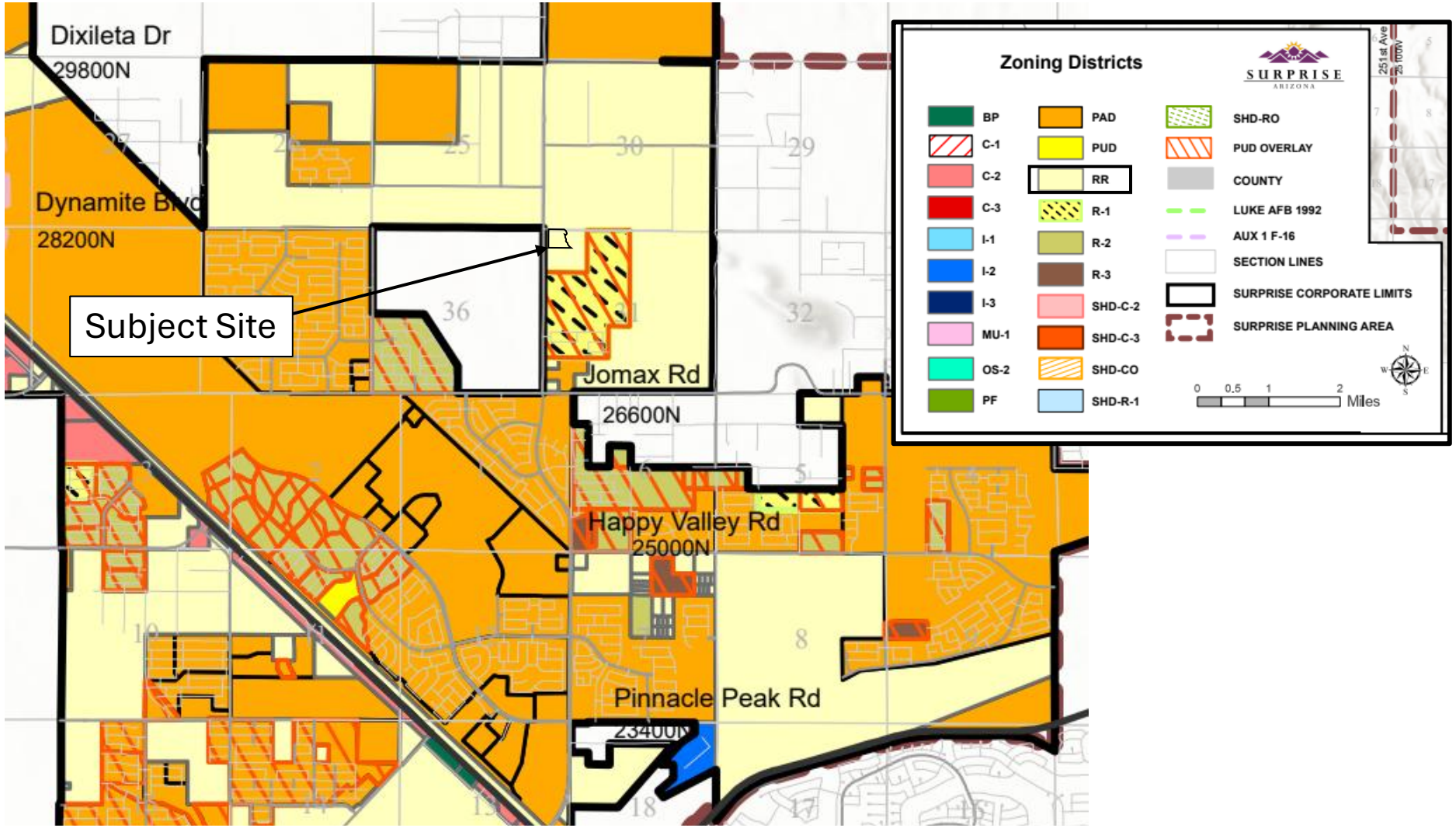


WITHEY MORRIS BAUGH

N

Tab 3

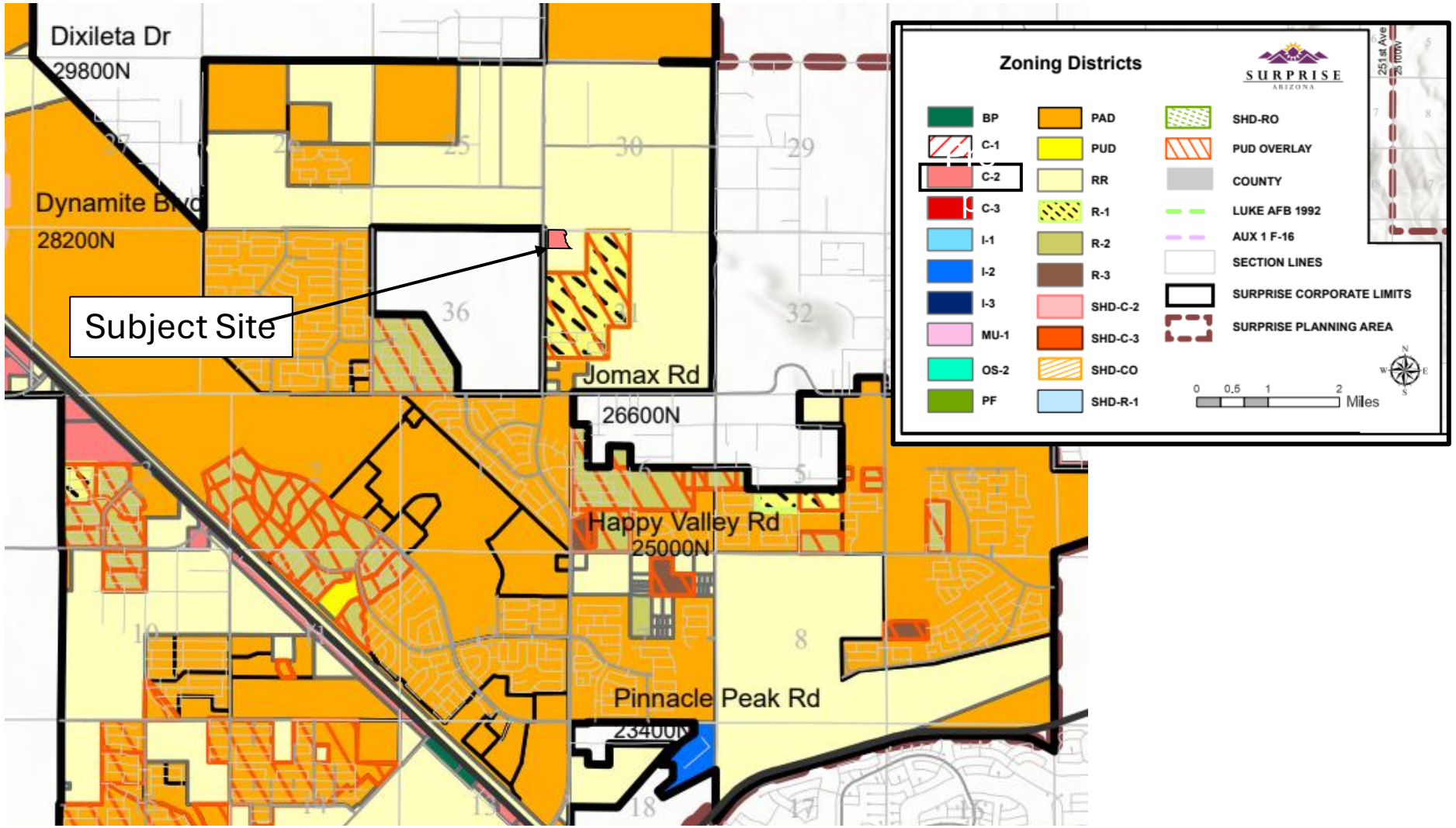
Existing Zoning Map: RR



WITHEY MORRIS BAUGH

Tab 4

Proposed Zoning Map: C-2



WITHEY MORRIS BAUGH

Tab 5

LEGAL DESCRIPTION: EXHIBIT

COMMERCIAL SITE PHASE II

A PARCEL OF LAND BEING PART OF GOVERNMENT LOT 1 IN SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 31 BEARS SOUTH 00 DEGREES 13 MINUTES 55 SECONDS WEST, 2639.10 FEET, THENCE SOUTH 00 DEGREES 13 MINUTES 55 SECONDS WEST, 645.00 FEET;

THENCE PARALLEL WITH THE NORTH LINE OF SAID SECTION 31, SOUTH 89 DEGREES 37 MINUTES 44 SECONDS EAST, 896.00 FEET, TO A POINT WHICH IS INTENDED TO BE 5.00 FEET WEST OF THE FEMA FLOOD ZONE 'AE' AS DEPICTED ON THE FIRM MAP PANEL 04013C–1210(L) EFFECTIVE DATE OCTOBER 16, 2013;

THENCE INTENDING TO BE FIVE FEET WEST OF AND MEANDERING PARALLEL WITH SAID 'AE' DELINEATION THE FOLLOWING 16 COURSES :

NORTH 55 DEGREES 39 MINUTES 12 SECONDS WEST, 35.31 FEET;
NORTH 48 DEGREES 38 MINUTES 15 SECONDS WEST, 67.09 FEET;
NORTH 36 DEGREES 20 MINUTES 30 SECONDS WEST, 78.95 FEET;
NORTH 21 DEGREES 02 MINUTES 54 SECONDS WEST, 52.07 FEET;
NORTH 47 DEGREES 30 MINUTES 20 SECONDS WEST, 61.30 FEET;
NORTH 24 DEGREES 27 MINUTES 22 SECONDS WEST, 25.35 FEET;
NORTH 09 DEGREES 28 MINUTES 03 SECONDS EAST, 46.36 FEET;
NORTH 14 DEGREES 56 MINUTES 22 SECONDS WEST, 27.67 FEET;
NORTH 27 DEGREES 21 MINUTES 47 SECONDS WEST, 62.22 FEET;
NORTH 01 DEGREES 41 MINUTES 08 SECONDS WEST, 64.17 FEET;
NORTH 27 DEGREES 46 MINUTES 19 SECONDS WEST, 50.31 FEET;
SOUTH 76 DEGREES 52 MINUTES 23 SECONDS EAST, 65.96 FEET;
NORTH 38 DEGREES 40 MINUTES 32 SECONDS EAST, 31.86 FEET;
NORTH 10 DEGREES 37 MINUTES 32 SECONDS EAST, 27.93 FEET;
NORTH 23 DEGREES 45 MINUTES 41 SECONDS WEST,100.06 FEET;
NORTH 56 DEGREES 56 MINUTES 07 SECONDS WEST, 74.26 FEET, TO THE TERMINUS OF SAID MEANDERING LINE, BEING ALSO A POINT ON THE NORTH LINE OF SAID SECTION 31;

REGISTERED LAND SURVEYOR * CERTIFICATE NO. 28232 * MARK P. SIDLER * Date Signed 7-30-24 * ARIZONA U.S.A.

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 37 MINUTES 44 SECONDS WEST, 626.00 FEET, TO THE POINT OF COMMENCEMENT;

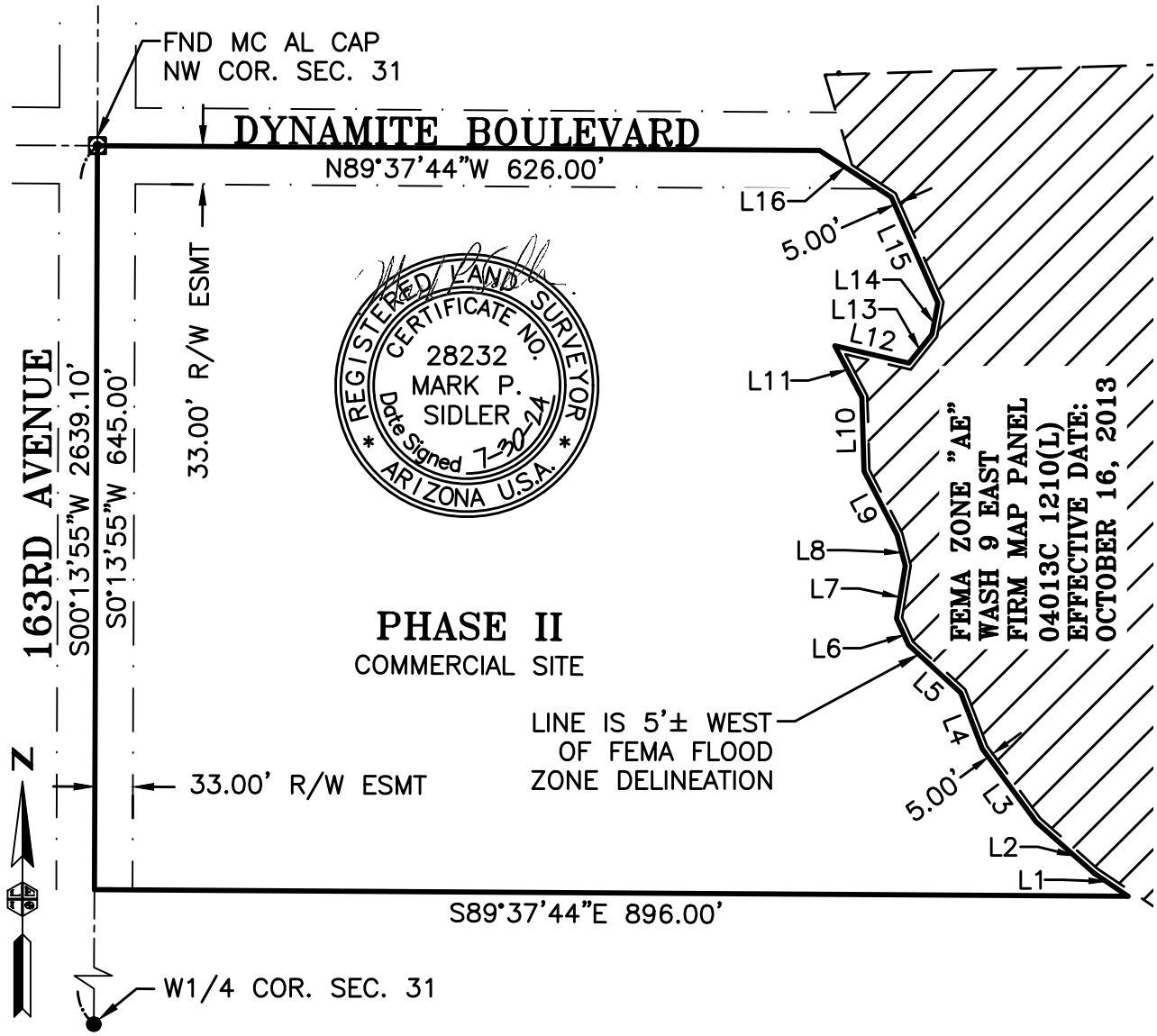
EXCEPTING THEREFROM, THE NORTHERLY 33 FEET AND THE WESTERLY 33 FEET THEREOF AS RIGHT OF WAYS FOR 163RD AVENUE AND DYNAMITE BOULEVARD.

SAID PARCEL CONTAINS 9.7435 ACRES (424,427 SQ.FT.) MORE OF LESS

LEMME ASSOCIATES AZ
8607 N. 59TH AVE. #B-4
GLENDALE, AZ 85302
602-841-6904 LEMMEAZ.COM
LAND SURVEYING & CONSTRUCTION LAYOUT

DYNAMITE BLVD & 163RD AVE, PHASE II COMMERCIAL SITE
GOVERNMENT LOT 1, APN 503-52-013A,
SEC, 31, T.5N., R.1W., G.&S.R.M.,
MARICOPA COUNTY, ARIZONA

THIS IS NOT A BOUNDARY SURVEY	W.O. 23–801	DATE 7–30–24	PAGE 1 OF 2



Line Table		
Line #	Length	Direction
L1	35.31'	N55° 39' 12"W
L2	67.09'	N48° 38' 15"W
L3	78.95'	N36° 20' 30"W
L4	52.07'	N21° 02' 54"W
L5	61.30'	N47° 30' 20"W
L6	25.35'	N24° 27' 22"W
L7	46.36'	N09° 28' 03"E
L8	27.67'	N14° 56' 22"W
L9	62.22'	N27° 21' 47"W
L10	64.17'	N01° 41' 08"W
L11	50.31'	N27° 46' 19"W
L12	65.96'	S76° 52' 23"E
L13	31.86'	N38° 40' 32"E
L14	27.93'	N10° 37' 32"E
L15	100.06'	N23° 45' 41"W
L16	74.26'	N56° 56' 07"W

LEMME ASSOCIATES AZ
8607 N. 59TH AVE. #B-4
GLENDALE, AZ 85302
602-841-6904 LEMMEAZ.COM
LAND SURVEYING & CONSTRUCTION LAYOUT

DYNAMITE BLVD & 163RD AVE, PHASE II COMMERCIAL SITE
GOVERNMENT LOT 1, APN 503-52-013A,
SEC, 31, T.5N., R.1W., G.&S.R.M.,
MARICOPA COUNTY, ARIZONA

THIS IS NOT A SURVEY | W.O. 23-801 | DATE 7-30-2024 | PAGE 2 OF 2

Tab 4



REZONING SITE PLAN

1" = 80'-0"

PLAN NORTH

PURE HEART CHURCH

REZONING EXHIBIT

10.03.2025

SPS+ ARCHITECTS
8681 East Via De Negocio
Scottsdale AZ 85258
www.spsplusarchitects.com

Autodesk Docs://Pure Heart Church/PURE HEART_ARCH_SITE_2024.rvt
10/3/2025 8:25:47 AM



REZONING SITE PLAN

1" = 80'-0"

PLAN NORTH

PURE HEART CHURCH

REZONING EXHIBIT

10.03.2025

SPS+ ARCHITECTS
8681 East Via De Negocio
Scottsdale, AZ 85258
www.spsplusarchitects.com

Autodesk Docs://Pure Heart Church/PURE HEART_ARCH_SITE_2024.rvt
10/3/2025 8:25:47 AM

Leslie Carnie

From: JAMES, MARK C CIV USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Monday, January 20, 2025 8:33 AM
To: Linsey Carlos
Cc: 56 FW/CIT Community Initiative; BINKLEY, ERIC S CIV USAF AETC 56 FW/CVE
Subject: RE: FS24-1442 PURE HEART CHURCH - NEW DESIGN REVIEW

Categories: LINSEY

The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

Hi Linsey,

Thank you for allowing Luke AFB to make comments on the Pure Heart Church Application. The site is located approximately 3.2 miles outside the Luke AFB Aux-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day. We recommend a strong notification program on the part of the applicant to inform occupants about Luke AFB operations.

Mark

Mark James
Interim Director
56 FW Community Initiatives Team
Luke AFB, Arizona
623-856-6175

From: Linsey Carlos <Linsey.Carlos@surpriseaz.gov>
Sent: Monday, December 9, 2024 12:42 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Fahmida Maula <Fahmida.Maula@Maricopa.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; John Willett (City of Buckeye) <jwillett@buckeyeaz.gov>; Jorge Gastelum (City of El Mirage) <jgastelum@cityofelmirage.org>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kaitlin Mckibben (FCD) <kaitlin.mckibben@maricopa.gov>; Kevin Shipman <kevin.shipman@dysart.org>; klaabs@nadaburgsd.org; Leslie - MWD <lesliej@mwdaz.com>; JAMES, MARK C CIV USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Michael Norris <Michael.Norris@Maricopa.Gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities)

<Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Stacey Lapp <Stacey.Lapp@Maricopa.Gov>; Tasha Aldeguer (FCD) <tasha.aldeguer@maricopa.gov>; tfarrington@nadaburgsd.org; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Alyssa Lester <Alyssa.Lester@Surpriseaz.gov>
Subject: [Non-DoD Source] RE: FS24-1442 PURE HEART CHURCH - NEW DESIGN REVIEW

I apologize, please see the correct attachments for Pure Heart Church

Attached please find the **application**, **narrative**, and **Rezone Site Plan** for the above referenced project.

Thank you

From: Linsey Carlos
Sent: Monday, December 9, 2024 11:06 AM
To: 56FW.CIT.CommunityInitiative@us.af.mil; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Fahmida Maula <Fahmida.Maula@Maricopa.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; John Willett (City of Buckeye) <jwillett@buckeyeaz.gov>; Jorge Gastelum (City of El Mirage) <jgastelum@cityofelmirage.org>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kaitlin Mckibben (FCD) <kaitlin.mckibben@maricopa.gov>; Kevin Shipman <kevin.shipman@dysart.org>; klaabs@nadaburgsd.org; Leslie - MWD <lesliej@mwdaz.com>; Mark James <mark.james.14@us.af.mil>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Michael Norris <Michael.Norris@Maricopa.Gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Stacey Lapp <Stacey.Lapp@Maricopa.Gov>; Tasha Aldeguer (FCD) <tasha.aldeguer@maricopa.gov>; tfarrington@nadaburgsd.org; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Alyssa Lester <Alyssa.Lester@Surpriseaz.gov>
Subject: FS24-1442 PURE HEART CHURCH - NEW DESIGN REVIEW

Good morning:

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us should you have any questions.

Best regards,

Linsey Carlos
Design Review Project Coordinator
City of Surprise Community Development
16000 N. Civic Center Plaza Surprise, AZ 85374
Office: 623.222.3244 | Main: 623-222-3000

SURPRISE
ARIZONA

Please note effective 8/3/22, we will be adding a 2-business day out-processing for ALL notices

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This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
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1. Pure Heart Church

Citizen Participation Report
Case No. FS24-1442

WITHEY
MORRIS
BAUGH

2. Project Description/Request

This citizen participation report is regarding the approximately 9.74-acres of vacant land located at the southeast corner of 163rd Avenue and Dynamite Road alignment, which comprises a portion of Maricopa County Assessor's Parcel Number ("APN") 503-52-013A (the "Property") (**See Tab 1, Aerial Map**). The Property is currently undeveloped. The General Plan Land Use Map designates the Property as "Neighborhood" and the existing zoning for the Property is Rural Residential ("RR").

This applicant requests to rezone the Property from Rural Residential (RR) to Community Commercial (C-2) to provide a framework for development of it as a commercial development which will be an extension of a larger church campus planned for the balance of the Property – which is not otherwise subject of this request.

The purpose of this report is to summarize the applicant's outreach efforts and community feedback.

3. Outreach/Notification Timeline

- **January 2025:** Initial neighborhood meeting notice letters were mailed by the City to all property owners within 300 feet of the Property and all applicable registered neighborhood associations.

- **January 2025:** The subject site was posted with two (2) neighborhood meeting / notice of public hearing signs.

- **February 11, 2025:** An in-person neighborhood meeting was held at 6:00 p.m. at the Asante Preparatory Academy, located at 23251 N 166th Drive.

- **March 31, 2026:** Sign postings were updated to include public hearing dates.

- **April 2026:** Public hearing notice letters mailed to applicable parties, and newspaper publication completed by the City.

4. Notification Affidavits

- See **Tab 2.**

5. Neighborhood Meeting Summary

A neighborhood meeting for the project was held on February 11, 2025, at 6:00 PM at Asante Preparatory Academy, located at 23251 North 166th Drive, Surprise, Arizona. The neighborhood meeting was noticed in accordance with the City's code requirements. The neighborhood meeting lasted approximately one (1) hour. In addition to the development team, five (5) interested people attended the neighborhood meeting. See **Tab 3**, Sign-in Sheet.

The applicant provided an overview of the application request to each attendee, and shared exhibits to illustrate the proposal. The development team provided an overview of the proposal to interested attendees and responded to question topics below, as follows:

a) <u>Zoning Clarification Questions</u>

The most common questions asked at the neighborhood meeting by attendees were clarifying questions as to why the rezoning is being requested and what the relationship with the balance of the property is. There were also questions raised regarding the rezoning process.

The applicant confirmed that the rezoning request is only requested for the northwest corner of the Property to allow for supplemental activities for the already permitted church use. The applicant clarified that the uses proposed on the subject property include a preschool, counseling office, and restaurant uses. The applicant also explained that these uses would be intended to generate revenue for the church.

The applicant also discussed the rezoning process, noting that future public hearings will be required and that attendees should also receive notice for future public hearing dates.

b) Church Background

Attendees inquired as to the locations of other branches of the church, church activities, sermon schedule, and anticipated attendance.

The applicant advised that Pure Heart Church has two (2) existing campuses, once in Glendale and one in Peoria. It was noted that the Glendale campus has approximately 1,100 seats and Peoria has 450 seats. Two to three services are typically held on Sundays, with a range of 750 to 1,000 people attending. It was further discussed that the church would provide preschool, counselling, and other ancillary uses.

c) <u>Traffic Concerns</u>

Attendees expressed concern over the existing street network and the ability to handle new development. The applicant noted that this area of Surprise has seen increased

growth activity, and that roadway improvements would be made by development as it occurred, mitigating traffic impacts.

d) Lighting Concerns

Some attendees expressed concerns regarding potential light pollution, most commonly regarding the Dark Skies Ordinance and how it would impact existing residents.

The applicant discussed that the development will be required to comply with city ordinances regarding lighting, and that mitigation measures can be taken to further limit light pollution such as downlit and shielded lighting infrastructure.

e) Land Use Compatibility

Some attendees expressed concerns with the general transition of the area from a rural nature to suburban. The applicant acknowledged that the area land use trends have been changing, and highlighted that the church use is already a permitted use; this request simply allows for an expansion of services to support the church's mission. The applicant also emphasized that the site design is designed with buffers to promote compatibility between land uses.

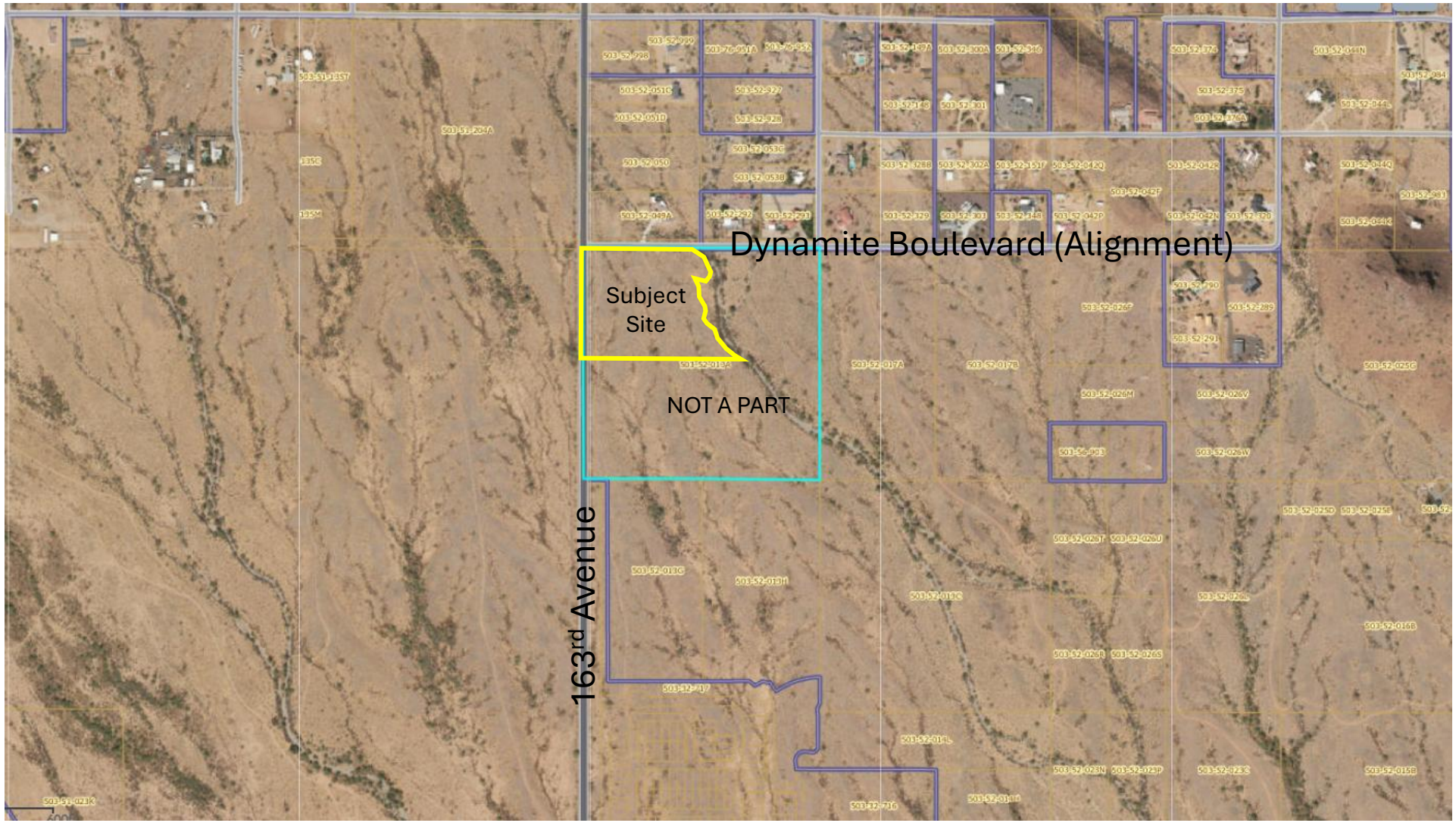
f) Development Standards

Some attendees expressed concerns regarding the proposed height of the development. The applicant noted that the maximum height for buildings is 40 feet in the C-2 Zoning District, however adjacent to Rural Residential properties, there is a maximum 30 foot height requirement with increases earned up to 40 feet when additional setbacks are provided. It was confirmed that meaningful buffering and landscaping would be provided.

The neighborhood meeting lasted approximately one (1) hour. The applicant will continue to be available to discuss the proposal with interested parties throughout the application process.

TAB 1

Site Aerial Map



WITHEY MORRIS BAUGH

N

TAB 2

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS24-1442

Applicant Name: Withey Morris Baugh

Location: SEC 163rd Ave and Dynamite Blvd

Date Site Posted: 01/27/25

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett — 1/27/25

Applicant/Representative Signature — Date

This instrument was acknowledged before me on 01/27/25, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

Marybeth Conrad
Notary Public

10-25-28
My commission expires

*Return completed and notarized **affidavit** and all relevant **photo**s to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 11, 2025
Time: 6:00 PM
Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr
Surprise , AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
Surprise Case Number: FS24-1442
Request to rezone a 9.74-acre site (Portion of APN 503-52-013A) located at the southeast corner of 163rd Avenue and Dynamite Boulevard from Rural Residential (RR) to Community Commercial (C-2) to allow commercial uses.
Dynamite Blvd.
SITE
163rd Ave.
For more information, call:
623-222-3011
www.Surpriseaz.gov
Maps
January 27, 2025 at 9:58 AM
+33.738596, -112.410903
16142–16196 W Dynamite Blvd
Surprise AZ 85387
United States


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 11, 2025
Time: 6:00 PM
Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr
Surprise , AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
Surprise Case Number: FS24-1442
Request to rezone a 9.74-acre site (Portion of APN 503-52-013A) located at the southeast corner of 163rd Avenue and Dynamite Boulevard from Rural Residential (RR) to Community Commercial (C-2) to allow commercial uses.
Dynamite Blvd.
SITE
163rd Ave.
For more information, call:
623-222-3011
www.Surpriseaz.gov
January 27, 2025 at 9:58 AM
+33.737723,-112.412140
26761–28199 N 163rd Ave
Surprise AZ 85387
United States
Maps


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 11, 2025
Time: 6:00 PM
Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr
Surprise , AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
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Dynamite Blvd.
SITE
163rd Ave.
For more information, call:
623-222-3011
www.Surpriseaz.gov
January 27, 2025 at 9:22 AM
+33.847558,-112.138085
W King Dr
Anthem AZ 85086
United States


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 11, 2025
Time: 6:00 PM
Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr
Surprise , AZ 85387
Planning & Zoning
Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
City Council
Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
Surprise Case Number: FS24-1442
Request to rezone a 9.74-acre site (Portion of APN 503-52-013A) located at the southeast corner of 163rd Avenue and Dynamite Boulevard from Rural Residential (RR) to Community Commercial (C-2) to allow commercial uses.
Dynamite Blvd.
SITE
163rd Ave
For more information, call:
623-222-3011
www.Surpriseaz.gov
January 27, 2025 at 9:22 AM
+33.847558, -112.138085
W King Dr
Anthem AZ 85086
United States

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS24-1442

Applicant Name: Withey Morris Baugh

Location: SEC 163rd Ave and Dynamite Blvd

Date Site Posted: 03/31/26

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

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Meghan Liggett
Applicant/Representative Signature

March 31, 2026
Date

This instrument was acknowledged before me on 03/31/26, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

Marybeth Conrad
Notary Public

10-25-28
My commission expires

*Return completed and notarized **affidavit** and all relevant **photo**s to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 11, 2025
Time: 6:00 PM
Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr
Surprise , AZ 85387
Planning & Zoning
Date: April 23, 2026
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
City Council
Date: May 19, 2026
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
Surprise Case Number: FS24-1442
Request to rezone a 9.74-acre site (Portion of APN 503-52-013A) located at the southeast corner of 163rd Avenue and Dynamite Boulevard from Rural Residential (RR) to Community Commercial (C-2) to allow commercial uses.
Dynamite Blvd.
SITE
163rd Ave.
For more information, call:
623-222-3011
www.Surpriseaz.gov
W DALE LN
Maps
March 31, 2026 at 8:46 AM
+33.738552, -112.410902
16142–16196 W Dynamite Blvd
Surprise AZ 85387


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 11, 2025
Time: 6:00 PM
Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr
Surprise , AZ 85387
Planning & Zoning
Date: April 23, 2026
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
City Council
Date: May 19, 2026
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
Surprise Case Number: FS24-1442
Request to rezone a 9.74-acre site (Portion of APN 503-52-013A) located at the southeast corner of 163rd Avenue and Dynamite Boulevard from Rural Residential (RR) to Community Commercial (C-2) to allow commercial uses.
Dynamite Blvd.
SITE
163rd Ave.
For more information, call:
623-222-3011
www.Surpriseaz.gov
W DALE LN
Maps
March 31, 2026 at 8:46 AM
+33.738552,-112.410902
16142–16196 W Dynamite Blvd
Surprise AZ 85387


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Planning & Zoning
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Council Chambers
16000 N. Civic Center Plaza
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SITE
163rd Ave.
For more information, call:
623-222-3011
www.Surpriseaz.gov
W DALE LN
N 163RD AVE
Maps
March 31, 2026 at 8:40 AM
+33.737665,-112.412128
N 163rd Ave
Surprise, AZ 85387


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 11, 2025
Time: 6:00 PM
Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr
Surprise , AZ 85387
Planning & Zoning
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Location: Surprise City Hall
Council Chambers
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Surprise, AZ 85374
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W DALE LN
N 163RD AVE
Maps
March 31, 2026 at 8:40 AM
+33.737665,-112.412128
N 163rd Ave
Surprise AZ 85387

TAB 3

SIGN-IN

PURE HEART CHURCH

SOUTHEAST CORNER OF 163RD AVENUE AND DYNAMITE BOULEVARD, SURPRISE, AZ.

NEIGHBORHOOD OPEN HOUSE MEETING

FEBRUARY 11TH, 2025 – 6:00 PM – ASANTE PREPARATORY ACADEMY – MEDIA CENTER – 23251 NORTH 166TH DRIVE, SURPRISE, AZ.

NAME (PLEASE PRINT)	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Janice & Scott Phillips	[redacted]	[redacted]	
David Booth	[redacted]	[redacted]	[redacted]
Cathy Zamorano	[redacted]	[redacted]	[redacted]
Shari Kissling	[redacted]	[redacted]	[redacted]

CITY OF SURPRISE
Site posting Process

AFFIDAVIT OF POSTING

Application No: FS24-1442

Applicant Name: Withey Morris Baugh

Location: SEC 163rd Ave and Dynamite Blvd

Date Site Posted: 04/16/26

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

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Meghan Liggett — 4-16-26

Applicant/Representative Signature — Date

This instrument was acknowledged before me on 04/16/26, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 673441
My Comm. Expires Oct 25, 2028

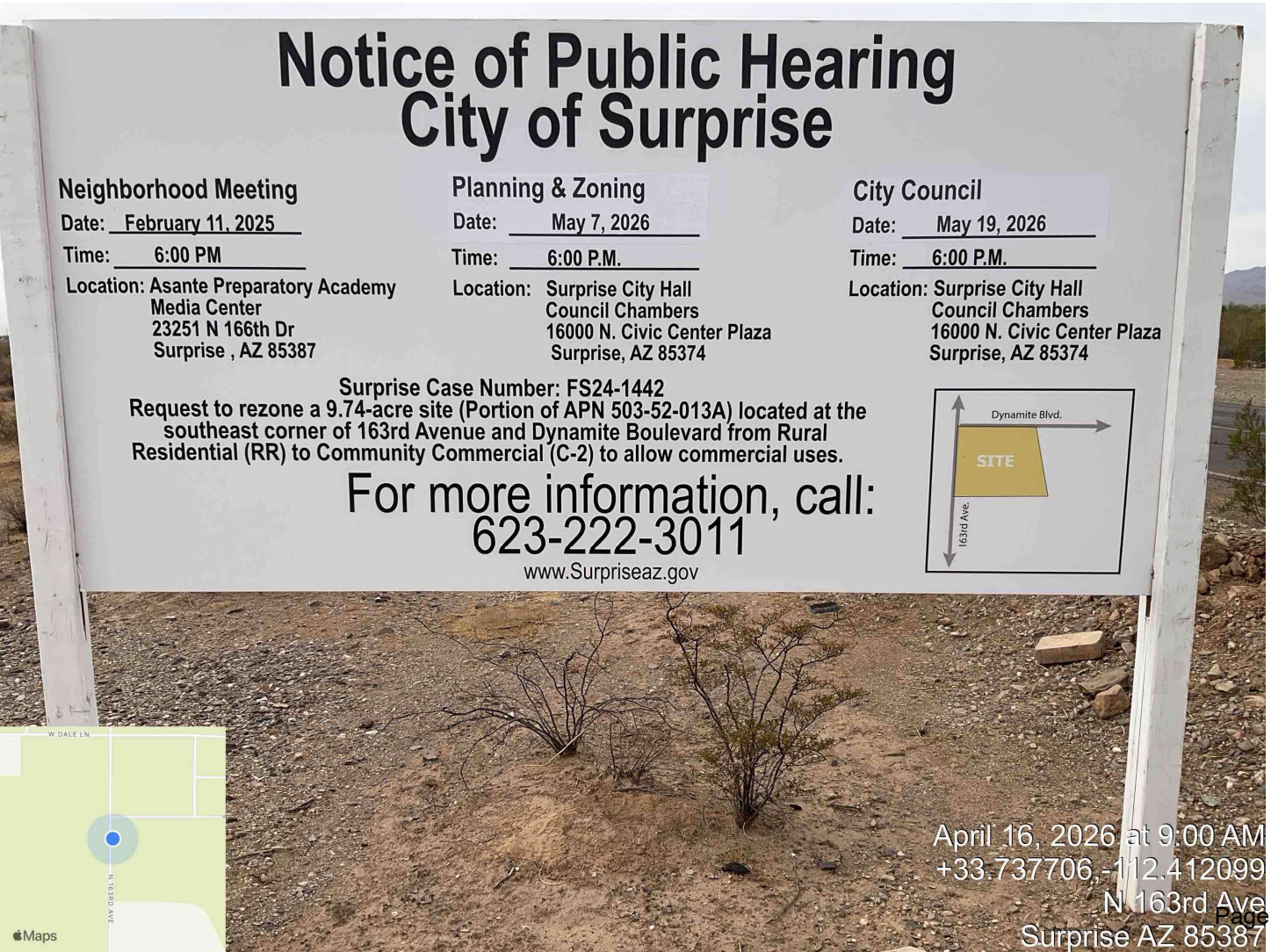
Marybeth Conrad
Notary Public

10-25-28
My commission expires

*Return completed and notarized **affidavit** and all relevant **photo**s to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*


Notice of Public Hearing
City of Surprise
Neighborhood Meeting
Date: February 11, 2025
Time: 6:00 PM
Location: Asante Preparatory Academy
Media Center
23251 N 166th Dr
Surprise , AZ 85387
Planning & Zoning
Date: May 7, 2026
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
16000 N. Civic Center Plaza
Surprise, AZ 85374
City Council
Date: May 19, 2026
Time: 6:00 P.M.
Location: Surprise City Hall
Council Chambers
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Surprise, AZ 85374
Surprise Case Number: FS24-1442
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Dynamite Blvd.
SITE
163rd Ave.
For more information, call:
623-222-3011
www.Surpriseaz.gov
W DALE LN
N 163RD AVE
Maps
April 16, 2026 at 9:04 AM
+33.738617,-112.410951
16142–16196 W Dynamite Blvd
Surprise AZ 85387


Notice of Public Hearing
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Date: February 11, 2025
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16142–16196 W Dynamite Blvd
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www.Surpriseaz.gov
W DALE LN
N 163RD AVE
Maps
April 16, 2026 at 9:00 AM
+33.737706, -112.412099
N 163rd Ave
Surprise AZ 85387


Notice of Public Hearing
City of Surprise
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Date: February 11, 2025
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Media Center
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Surprise , AZ 85387
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Surprise, AZ 85374
Surprise Case Number: FS24-1442
Request to rezone a 9.74-acre site (Portion of APN 503-52-013A) located at the southeast corner of 163rd Avenue and Dynamite Boulevard from Rural Residential (RR) to Community Commercial (C-2) to allow commercial uses.
Dynamite Blvd.
SITE
163rd Ave.
For more information, call:
623-222-3011
www.Surpriseaz.gov
W DALE LN
N 163RD AVE
Maps
April 16, 2026 at 9:00 AM
+33.737706,-112.412099
N 163rd Ave
Surprise AZ 85387

ORDINANCE # 2026-14

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE OF APPROXIMATELY 10.7 ACRES FROM RURAL RESIDENTIAL (RR) TO COMMUNITY COMMERCIAL (C-2), GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 163RD AVENUE AND DYNAMITE BOULEVARD.

WHEREAS, this Ordinance was properly noticed for public hearing, and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located at the southeast corner of 163rd Avenue and Dynamite Boulevard;

WHEREAS, the subject site is approximately 10.7 acres and is currently zoned Rural Residential (RR);

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed rezone to Community Commercial (C-2) satisfies the requirements set forth in Section 106-6.3 of the Surprise Municipal Code;

WHEREAS, this Rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on May 07, 2026, the Planning and Zoning Commission recommended approval of the subject rezoning request.

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

Section 1. *Rezoning.* The parcel legally described in **Exhibit A** and depicted on **Exhibit B**, known as "Pure Heart Church," is rezoned from Rural Residential (RR) to Community Commercial (C-2) subject to the following stipulations:

a. Development and use of the site shall be consistent with the Rezone Narrative entitled "Pure Heart Church Rezone Narrative," prepared by Withey Morris Baugh PLC, and received by the City on March 20, 2026.

b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this_____day of _____2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

EXHIBIT A

Legal Description

LEGAL DESCRIPTION: EXHIBIT

COMMERCIAL SITE PHASE II

A PARCEL OF LAND BEING PART OF GOVERNMENT LOT 1 IN SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 31, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 31 BEARS SOUTH 00 DEGREES 13 MINUTES 55 SECONDS WEST, 2639.10 FEET, THENCE SOUTH 00 DEGREES 13 MINUTES 55 SECONDS WEST, 645.00 FEET;

THENCE PARALLEL WITH THE NORTH LINE OF SAID SECTION 31, SOUTH 89 DEGREES 37 MINUTES 44 SECONDS EAST, 896.00 FEET, TO A POINT WHICH IS INTENDED TO BE 5.00 FEET WEST OF THE FEMA FLOOD ZONE 'AE' AS DEPICTED ON THE FIRM MAP PANEL 04013C–1210(L) EFFECTIVE DATE OCTOBER 16, 2013;

THENCE INTENDING TO BE FIVE FEET WEST OF AND MEANDERING PARALLEL WITH SAID 'AE' DELINEATION THE FOLLOWING 16 COURSES :

NORTH 55 DEGREES 39 MINUTES 12 SECONDS WEST, 35.31 FEET;
NORTH 48 DEGREES 38 MINUTES 15 SECONDS WEST, 67.09 FEET;
NORTH 36 DEGREES 20 MINUTES 30 SECONDS WEST, 78.95 FEET;
NORTH 21 DEGREES 02 MINUTES 54 SECONDS WEST, 52.07 FEET;
NORTH 47 DEGREES 30 MINUTES 20 SECONDS WEST, 61.30 FEET;
NORTH 24 DEGREES 27 MINUTES 22 SECONDS WEST, 25.35 FEET;
NORTH 09 DEGREES 28 MINUTES 03 SECONDS EAST, 46.36 FEET;
NORTH 14 DEGREES 56 MINUTES 22 SECONDS WEST, 27.67 FEET;
NORTH 27 DEGREES 21 MINUTES 47 SECONDS WEST, 62.22 FEET;
NORTH 01 DEGREES 41 MINUTES 08 SECONDS WEST, 64.17 FEET;
NORTH 27 DEGREES 46 MINUTES 19 SECONDS WEST, 50.31 FEET;
SOUTH 76 DEGREES 52 MINUTES 23 SECONDS EAST, 65.96 FEET;
NORTH 38 DEGREES 40 MINUTES 32 SECONDS EAST, 31.86 FEET;
NORTH 10 DEGREES 37 MINUTES 32 SECONDS EAST, 27.93 FEET;
NORTH 23 DEGREES 45 MINUTES 41 SECONDS WEST,100.06 FEET;
NORTH 56 DEGREES 56 MINUTES 07 SECONDS WEST, 74.26 FEET, TO THE TERMINUS OF SAID MEANDERING LINE, BEING ALSO A POINT ON THE NORTH LINE OF SAID SECTION 31;

REGISTERED LAND SURVEYOR CERTIFICATE NO. 28232 MARK P. SIDLER Date Signed 4-15-26 ARIZONA U.S.A.

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 37 MINUTES 44 SECONDS WEST, 626.00 FEET, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM, THE NORTHERLY 33 FEET AND THE WESTERLY 33 FEET THEREOF AS RIGHT OF WAYS FOR 163RD AVENUE AND DYNAMITE BOULEVARD.

SAID PARCEL CONTAINS 10.7007 ACRES (466,122 SQ.FT.) MORE OF LESS

LEMME ASSOCIATES AZ
8607 N. 59TH AVE. #B-4
GLENDALE, AZ 85302
602-841-6904 LEMMEAZ.COM
LAND SURVEYING & CONSTRUCTION LAYOUT

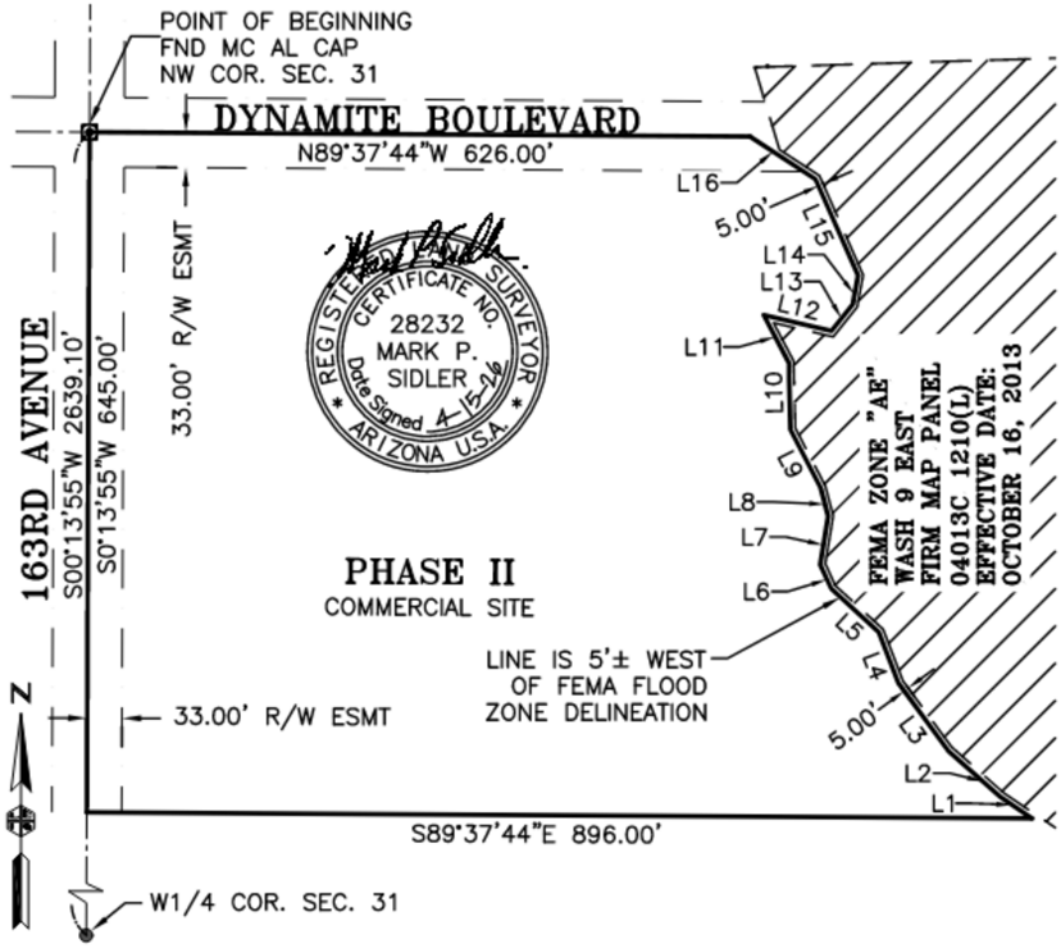
DYNAMITE BLVD & 163RD AVE, PHASE II COMMERCIAL SITE
GOVERNMENT LOT 1, APN 503-52-013A,
SEC. 31, T.5N., R.1W., G.&S.R.M.,
MARICOPA COUNTY, ARIZONA

THIS IS NOT A BOUNDARY SURVEY	W.O. 23–801	DATE 4–15–2026	PAGE 1 OF 2

Ordinance No. 2026-14
RFLS # 10697

EXHIBIT B

Depiction



Line Table		
Line #	Length	Direction
L1	35.31'	N55° 39' 12"W
L2	67.09'	N48° 38' 15"W
L3	78.95'	N36° 20' 30"W
L4	52.07'	N21° 02' 54"W
L5	61.30'	N47° 30' 20"W
L6	25.35'	N24° 27' 22"W
L7	46.36'	N09° 28' 03"E
L8	27.67'	N14° 56' 22"W
L9	62.22'	N27° 21' 47"W
L10	64.17'	N01° 41' 08"W
L11	50.31'	N27° 46' 19"W
L12	65.96'	S76° 52' 23"E
L13	31.86'	N38° 40' 32"E
L14	27.93'	N10° 37' 32"E
L15	100.06'	N23° 45' 41"W
L16	74.26'	N56° 56' 07"W

LEMME ASSOCIATES AZ
8607 N. 59TH AVE. #B-4
GLENDALE, AZ 85302
602-841-6904 LEMMEAZ.COM
LAND SURVEYING & CONSTRUCTION LAYOUT

DYNAMITE BLVD & 163RD AVE, PHASE II COMMERCIAL SITE
GOVERNMENT LOT 1, APN 503-52-013A,
SEC, 31, T.5N., R.1W., G.&S.R.M.,
MARICOPA COUNTY, ARIZONA

THIS IS NOT A SURVEY | W.O. 23-801 | DATE 4-15-2026 | PAGE 2 OF 2

COMMUNITY DEVELOPMENT
Planning Division
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623-222-3154

Planning and Zoning Commission Recommendation
FS24-1422

On May 7, 2026 the Planning and Zoning Commission recommended that City Council approve the Rezone for Pure Heart Church, Case# FS24-1442. The Commission discussed the following:

- Concerns of future uses of C-2 zone
- Timeframe of development of church and commercial
- Capping height of buildings
- Sustaining facility while preserving character of surrounding area
- Uniformity Clause
- Portion of land unable to be developed

The motions were as follows:

Commissioner Bash moved to recommend approval of the Rezone for Pure Heart Church, Case FS24-1442, subject to stipulations ‘a’ and ‘b’ as outlined in the Staff Report. Commissioner Everett seconded the motion. Motion passed with 6 votes in favor. Commissioner Perry voted against the item.

FS24-1442

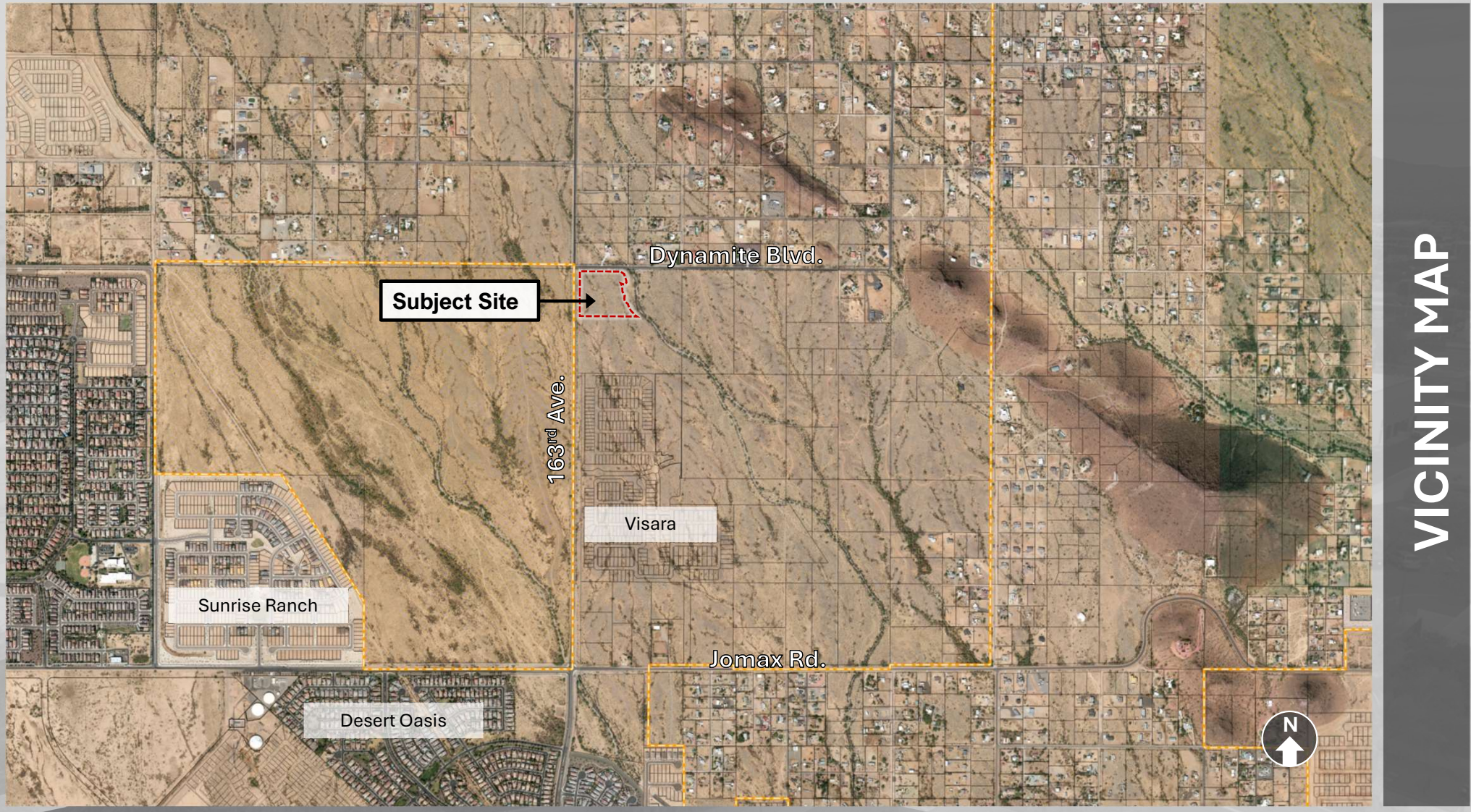
Pure Heart Church

REZONE

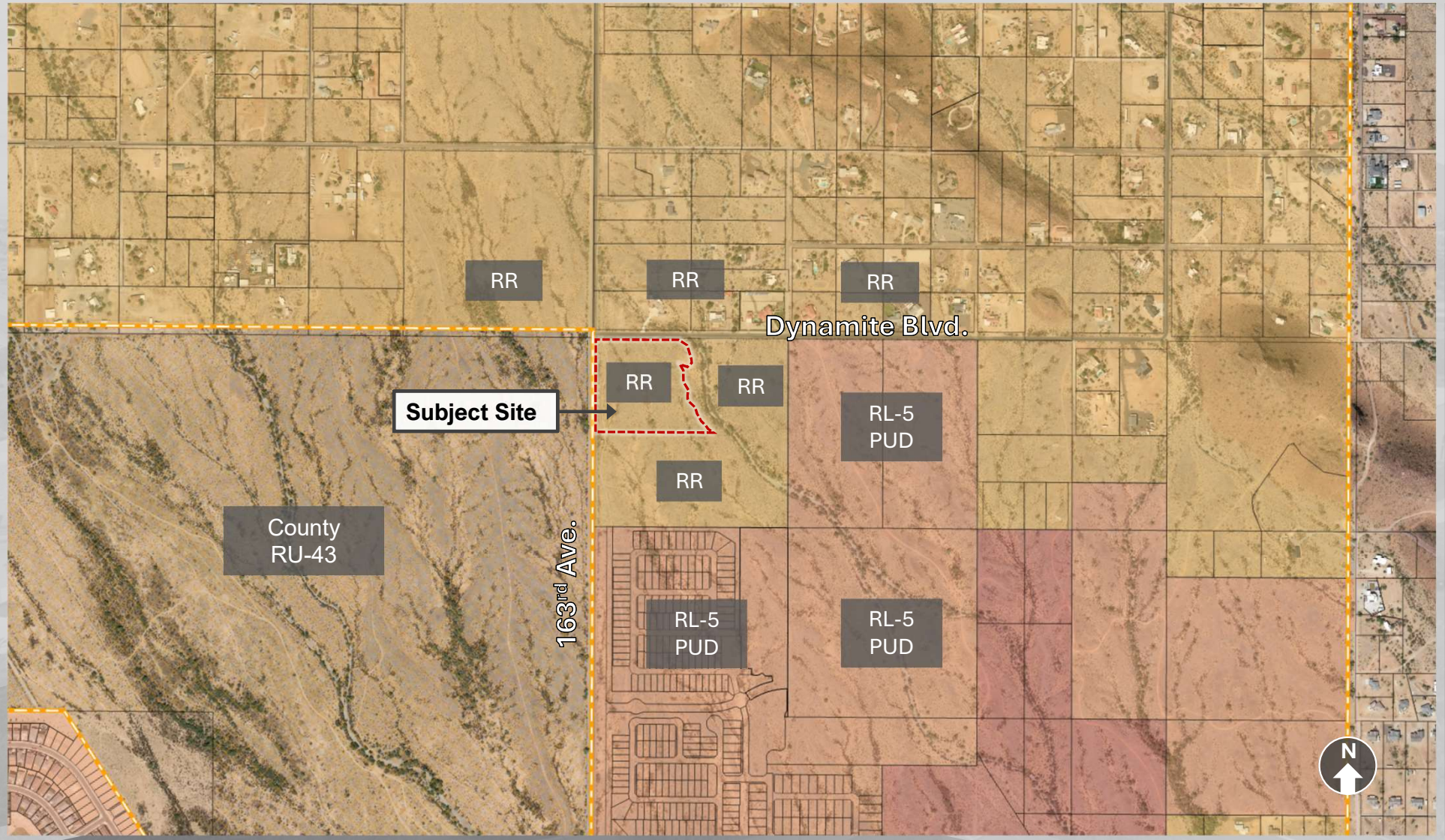
City Council

May 19, 2026

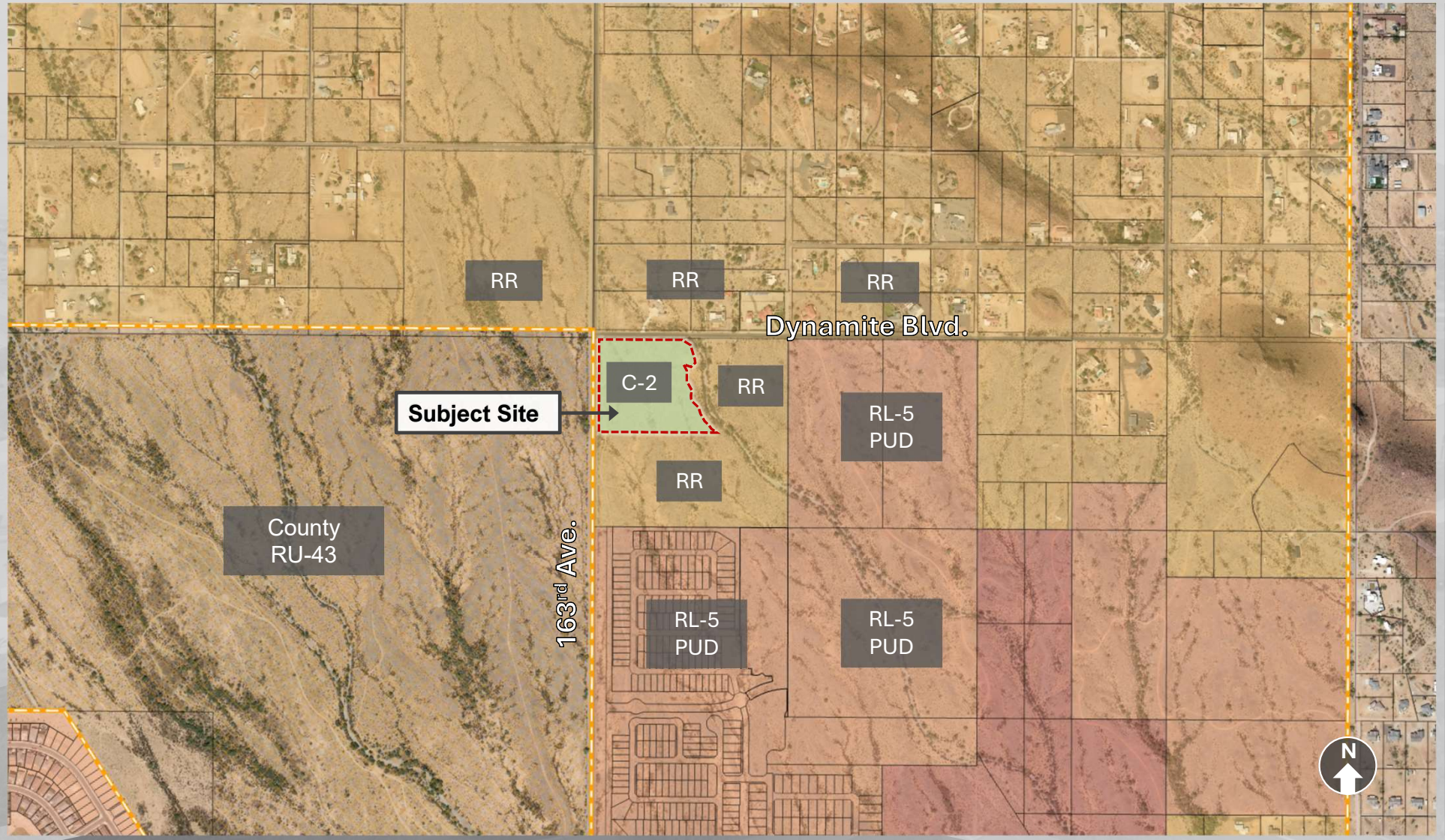
SURPRISE
ARIZONA



VICINITY MAP


RR
RR
RR
Dynamite Blvd.
RR
RR
Subject Site
RL-5
PUD
RR
County
RU-43
163rd Ave.
RL-5
PUD
RL-5
PUD
N

ZONING MAP



PROPOSED ZONING MAP

CONCEPTUAL SITE PLAN



REZONING SITE PLAN

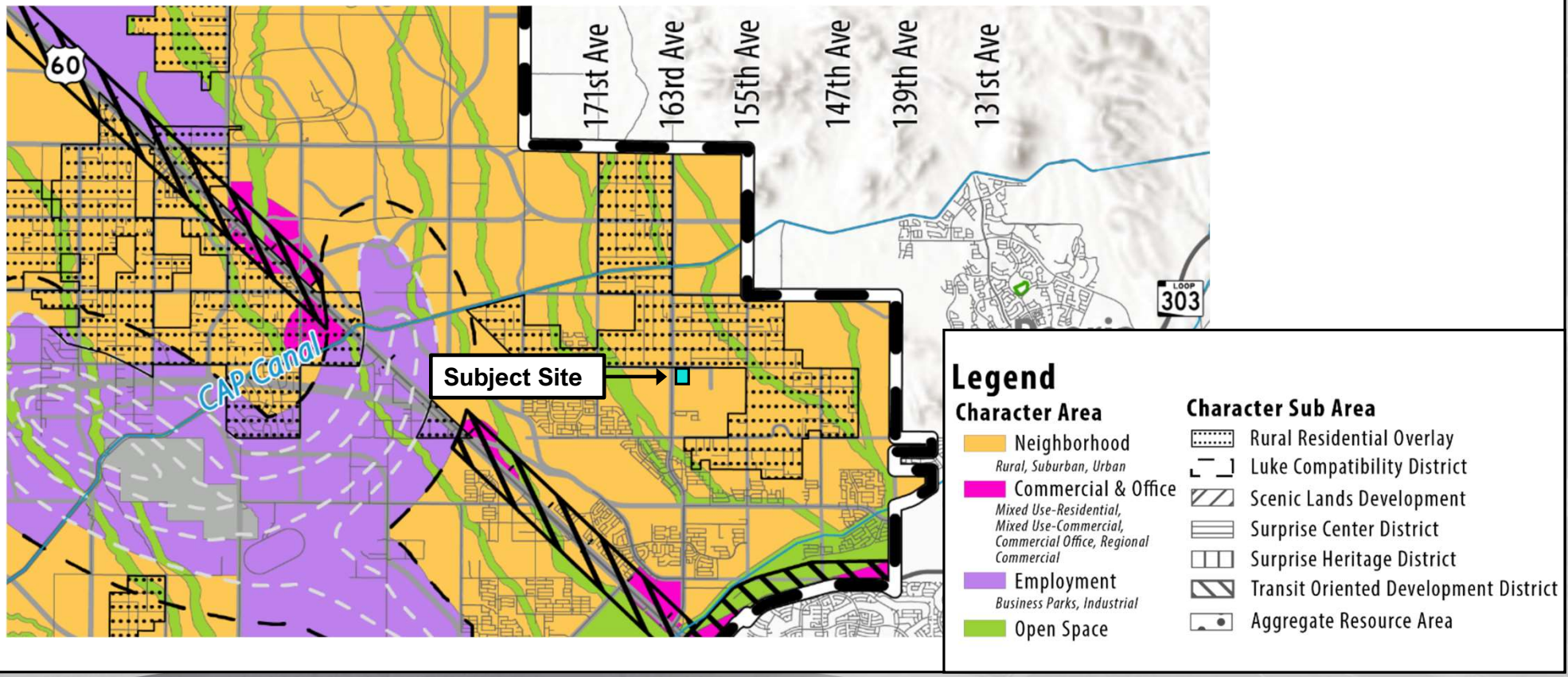
DEVELOPMENT STANDARDS

Table 106-6a—Commercial Zoning Districts	
	C-2
Minimum *lot* area (sf)	18,000
Min. *setback* to arterial *ROW*	35[5, 6]
Min. *setback* to collector and local *ROW* (ft)	20[5, 6]
Min. *setback adjacent* to residential *zoning* (ft)	30[5, 6]
Min. *setback adjacent* to non-residential *zoning* (ft)	15[5, 6]
Max. bldg. *height* (ft)	40[2]
Max. size per *use*/tenant (sf)[3]	45,000
Max size per *commerce center* (ac)[4]	20

Notes:

2. The *height* of any *structure*, or portions thereof, shall not exceed 30 feet in *height* measured at the *setback* line when *adjacent* to rural residential (RR), residential low density (R-1), and residential medium density (R-2) *zoning*. The *height* increases at a ratio of one foot vertical for every one foot horizontal as measured relative to the property line to a maximum *height* equal to the *zoning district*.
5. Projects designed as *commerce center* will comply with overall development standards regarding perimeter *setbacks* from *abutting* developments.
6. *Pad sites* within a *commerce center* may have reduced *setbacks* along boundaries internal to the master *site plan* if the whole development complies with parking and landscaping regulations. Approval by the community development director or designee is required.

GENERAL PLAN



OUTREACH

Neighborhood Meeting

- February 11, 2025
- **Asante Preparatory Academy**

  23251 N. 166th Dr.
- 5 residents in attendance
  - Church Operations
  - Building Height
  - Traffic
  - Light Pollution

RECOMMENDATION

On May 07, 2026 the Planning and Zoning Commission recommended **Approval** of the Pure Heart Church Rezone (FS24-1442) subject to stipulations ‘a’ and ‘b’.

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

STIPULATIONS

- Development and use of the site shall be consistent with the Rezone Narrative entitled “Pure Heart Church Rezone Narrative”, prepared by *Withey Morris Baugh PLC*, and stamped received, *March 20, 2026*.

- Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026

Contact Person: Lloyd Abrams, ASSISTANT CITY MANAGER

Submitting Department: Community Development

District: District 6

Staff Recommendations:

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

Agenda Wording:

Consideration and action on approving the Purchase Agreement, Special Warranty Deed and Release of Perpetual Parking and Ingress/Egress Easement for the purchase of approximately .751 acres adjacent to Veramonte Park at Litchfield Road and Sweetwater Avenue.

Motion:

move to approve the Purchase Agreement, Special Warranty Deed, and Release of Perpetual Parking and gress/Egress Easement for the purchase of approximately .751 acres adjacent to Veramonte Park at itchfield Road and Sweetwater Avenue and to authorize the City Manager to execute all documents sociated with the purchase.

Background:

eramonte Park opened in 2008 and underwent significant improvements in 2015, including the addition f a splash pad and restroom facilities. At that time, plans also included the installation of lighting for the ulti-purpose fields; however, funding constraints prevented their installation. The Parks and Recreation epartment now seeks to complete the originally intended buildout of the park by adding field lighting, xpanding parking capacity, and enhancing the fields and surrounding landscaping. The addition of field ghting will support evening games, practices, and increased rental opportunities for City leagues and the roader community.

s part of the City's 2024 Infrastructure Improvement Plan (IIP), $6.5 million was allocated for City Park nprovements, including $2.5 million designated for Veramonte Park Improvements (Project P54200). hrough project evaluation, the City identified a critical need for additional parking to adequately serve ark users and support expanded amenities and programming. Currently, the City holds a parking and gress/egress easement across the parcel located north of the park; however, this easement provides mited, indirect access and does not offer a cohesive or dedicated parking solution for park patrons.

o better meet community needs and improve functionality, the City negotiated an agreement with the djacent landowner to acquire approximately 0.751 acres of land. This acquisition will allow for the

evelopment of a consolidated, adjacent parking area specifically designed for park users, improving ccessibility, safety, and overall user experience. Funding for the land purchase was approved under roject P12010 (Land for Future Amenities/Services) in the City's FY2026 budget.

s part of the agreement, the City will release its interest in the existing parking and ingress/egress asement across the entire parcel, remove a Government Lien in the amount of $204,344.91 related to itchfield Road improvements, and pay the remaining balance of $336,676.34. This approach provides a ore practical and long-term solution for parking needs at Veramonte Park, supporting current demand nd future park enhancements.

Objective Analysis:

he purchase of this area will assist in meeting current and future needs of the City's residents and their se of the park for personal enjoyment and City sponsored events.

Policy Compliant:

pproval of this item is policy compliant. The proposed acquisition will advance the goals and policies of e Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

he land acquisition, at a cost of $336,676.34 plus closing costs, will be funded through Capital Project 12010 – Land for Future Amenities/Services, which supports future City amenities and services.

/hile the acquisition temporarily delays Project P54200: Veramonte Park Improvements, it improves ng-term park functionality and programming opportunities. The project is expected to carry forward into Y2027 following completion of the purchase.

Budget Impact:

his purchase will be fully funded by existing appropriations in Capital Project P12010 (Land for Future menities/Services), which was approved in the FY2026 Adopted Budget. There is no impact to the verall citywide budget.

FTE Impact:

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

ATTACHMENTS:

1. SIP Purchase agreement added sig page 5 2026
2. Release of perp parking and ingress egress easement 5 2026
3. Veramonte Parcel 8 Acquisition - CC 05.19.26

PURCHASE AGREEMENT

SELLER: Sweetwater Industrial Partners, LLC
An Arizona limited liability company
c/o Nagle Law Group, PLC
4530 East Shea Boulevard, Suite 140
Phoenix, Arizona 85028
Attn: Robert H. Nagle

BUYER: CITY OF SURPRISE,
An Arizona municipal corporation
16000N. Civic Center Plaza
Surprise, Arizona 85374 Attention: Lari Beth Kirkendall
Phone: 623-222-3025

In consideration of the obligations and undertakings hereinafter set forth, and in consideration of the sums to be paid by Buyer, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Binding Agreement. Upon the execution of this Purchase Agreement ("Agreement") by Seller and Buyer, it shall constitute a binding contract between Seller and Buyer for the purchase and sale of that certain land comprised of approximately 0.751 acres and located in the City of Surprise, Maricopa County, Arizona, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Real Property"). The Real Property that is the subject of this Agreement is that portion of Parcel 8 identified as the "Easement Area" as more specifically described and defined in Recital C. of the Perpetual Parking Ingress/Egress Easement recorded at M.C.R. No. 2004-0569448 (the "Parking Easement"). The Easement Area was recorded against a portion of Parcel 8 for the benefit of Parcel 9 ("Veramonte Park") and for the benefit of the Benefited Parties (as defined in the Parking Easement), including public users of the Park Site (as defined in the Parking Easement. The Easement Area provides 40 parking spaces and access thereto from the public streets adjacent to Parcel 8.

2. Acceptance, Opening and Close of Escrow. Escrow shall be opened ("Opening of Escrow") when one fully executed copy, or executed counterparts thereof, has been delivered to First American Title Insurance Company, 2555 East Camelback Road, Suite 350, Phoenix, Arizona 85016, Attention: Angelique Sizemore (" Escrow Agent"). Escrow Agent shall advise Seller and Buyer in writing of the date of the Opening of Escrow, and also provide a list of all performance dates thereunder. Consummation of the purchase of the Real Property (the "Close of Escrow" or "Closing") shall take place on or before the earlier to occur of (a) forty five (45) calendar days following the Opening of Escrow, and (b) the date on which all conditions and contingencies to Closing have been satisfied. At or before Closing, each party shall perform such acts as are provided for herein. All monies and documents required to be delivered under this Agreement shall be deposited in escrow on or before 5:00 p.m. (Arizona Time) on the agreed upon date of Closing. Each party hereto shall, promptly upon the request of the other party or Escrow Agent, acknowledge and deliver to the other party and/or Escrow Agent any and all further documents reasonably requested or appropriate to evidence or give effect to the provisions

of this Agreement.

3. Conveyance of Title. The Real Property, including all rights and privileges appurtenant to or arising from the Real Property, shall be conveyed by Seller to Buyer upon Close of Escrow by Seller's Special Warranty Deed, in substantially the form attached hereto as Exhibit B (the **"Deed"**).

4. Possession. Upon Close of Escrow, Seller shall vacate the Real Property and deliver possession to Buyer, and all risk of loss of, or damage to, the Real Property from any source shall, at that time, pass to and become the sole responsibility of Buyer.

5. Consideration for Sale of Real Property by Seller. In consideration of Seller's sale of the Real Property to Buyer, Buyer shall do the following (collectively, the "Transfer Consideration"): (a) pay to Seller the sum of $336,676.34 in readily available funds, (b) release the Government Lien recorded in Document No. 2019-0939482, Official Records of Maricopa County, Arizona ("Official Records") in favor of the City in the amount of $204,344.91, by delivery of a release of said Lien, fully executed by Buyer and in recordable form, to Escrow Officer, to be recorded upon the close of escrow, and (c) by operation of merger of title, the City shall release any interest it may otherwise have in the Parking Easement, by delivery to Escrow Officer of a release and termination of the City's interest, if any, in said Easement (the "Parking Easement Release"), fully executed by Buyer and in recordable form, to Escrow Officer, to be recorded upon the close of escrow. The Parking Easement Release shall include a provision whereby the City and Seller, as the successors in interest to the original parties to the Parking Agreement, acknowledge and agree that the Parking Easement does not encumber any portion of Parcel 8 other than the Real Property that is the subject of this Agreement and that the balance of Parcel 8 is not encumbered by or subject to the Parking Easement. Seller acknowledges that its receipt of the Transfer Consideration, after payment of all other fees and costs provided herein to be paid by the Buyer, shall constitute the full and complete compensation for the Real Property.

Buyer acknowledges that, except for the specific representations and warranties of Seller set forth in the documents to be executed by Seller at the Closing (collectively, the "Seller Representations"): (a) Buyer is purchasing the Real Property solely in reliance on Buyer's own investigation and inspection of the Real Property; and (b) no representations, claims or warranties of any kind whatsoever, express or implied, concerning the Real Property or its fitness, condition or suitability for any use or purpose, including, without limitation, the environmental condition of the Real Property, have been made by Seller or any party acting on behalf of Seller. Buyer further acknowledges that: (i) Buyer has been or will, prior to Closing, be given an opportunity to inspect the Real Property; and (ii) Buyer has or will have inspected the Real Property to the extent that Buyer deems appropriate including, without limitation, inspection regarding the physical condition of the Real Property, asbestos, waste, hazardous and toxic substances and pollutants and contaminants waste, soils conditions, zoning regulation, laws, ordinances, and other governmental requirements and compliance with building codes. Except for the Seller Representations: (A) Buyer agrees to bear the risk of all matters referred to in this Section and any adverse consequence or condition with respect to any such matters following the Closing; and (B) Buyer is purchasing the Real Property **"AS IS"** and **"WHERE IS"** with any and all damage, faults and defects.

6. Closing; Fees, Taxes, and Assessments; Costs.

(a) At Close of Escrow, Escrow Agent shall, at the Buyer's sole expense, issue its Standard ALTA Owner's Policy of title insurance in the amount of the Purchase Price insuring Buyer's title to Real Property, subject to the usual printed exceptions contained in such title insurance policies, those matters which appear as exceptions in Schedule B of the Title Report and which are not objected to or are waived in the manner described in Section 7 of this Agreement, and any other matters approved in writing by Buyer. In the event Buyer desires an ALTA Extended Policy or any endorsement to the ALTA Standard or Extended Policy, such additional cost(s) shall be borne solely by Buyer.

(b) At Close of Escrow, all recording fees, including, without limitation, the fees charged with respect to the recording of the Deed and the Escrow fees shall be paid by Buyer.

(c) All delinquent real property taxes and assessments shall be paid by Seller as of Close of Escrow based upon the most recent assessments. Escrow Agent shall pro-rate to Close of Escrow all non-delinquent real property taxes and assessments on the basis of the latest available tax information.

(d) At or before Close of Escrow, Seller shall deliver the Special Warranty Deed, a Non-Foreign Person Affidavit, and each and every other document, agreement, and/or instrument reasonably required by the Escrow Agent in connection with the Closing.

(e) At or before Close of Escrow, Buyer shall deliver the items constituting the Transfer Consideration, all other sums to be paid by Buyer hereunder, and each and every other document, agreement and/or instrument reasonably required by Escrow Agent in connection with the Closing.

(f) The Real Estate Administrator at the City of Surprise will be furnished a copy of the Seller's closing statement with the following statement set forth thereon: "this is to certify this is a true and correct statement of the disbursement of funds collected from the City of Surprise." The Seller agrees to acknowledge in writing within one business day of the Closing his receipt of the amount shown on Seller's closing statement as due.

7. Contingencies.

(a) Buyer's obligation to complete the purchase is subject to satisfaction of all of the following conditions precedent (any or all of which may be waived by Buyer in a writing signed by Buyer or its duly authorized agent):

(1) Status of Title. Escrow Agent, as soon as reasonably possible after execution of this Agreement, shall provide Buyer and Seller with a preliminary report of the condition of title to the Real Property, (the **"Commitment"),** disclosing all matters of record and Escrow Agent's requirements for both closing the escrow created by this Agreement and issuing the policy of title insurance described in Section 6 hereof. Buyer shall have fifteen (15) days after receipt of the Commitment to object in writing to any matter shown in the Commitment. However, if Buyer fails to object within such fifteen (15) day period, the condition of title to the Real Property shall be deemed approved by Buyer. In the event Buyer does object in writing to any matter disclosed in the Commitment, Seller shall attempt, in good faith and using due

diligence, to remove such objection before Close of Escrow, but in no event shall (a) Seller be obligated to spend any money or incur any expense to remove the matter subject to objection or (b) Seller's failure or inability to remove the matter subject to objection be deemed a default by Seller under this Agreement. However, if any such matter cannot be removed without Seller incurring any money or expense to do so, or Seller is otherwise unable to cure the matter subject to objection, Seller shall so notify Buyer, in writing, and Buyer shall elect within five (5) business days after receipt of Seller's notice to either: (i) terminate this Agreement (in which event neither party shall have any further liability to the other hereunder, except for matters which expressly survive the termination of this Agreement), or (ii) close escrow waiving and taking title to the Real Property subject to such objected to matter(s). Failure to give notice to Seller of Buyer's election shall be deemed to constitute an election to waive the objection and take title subject to the objected to matter(s).

8. Brokerage. Seller and Buyer agree that they have not dealt with any finder, broker or realtor in connection with the transaction embodied by this Purchase Agreement and if any person shall assert a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with the sale of the Real Property, the party under whom the finder or broker is claiming shall indemnify defend and hold the other party harmless for, from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or action.

9. Survival of Representations and Warranties. All representations and warranties contained in this Agreement are true as of the Agreement Date, will be true in all material respects as of the Closing Date, and will survive the Close of Escrow and execution, delivery, and recordation of the Deed for a period of one (1) year. In the event that any representation or warranty by a party is untrue, the other party shall have all rights and remedies available at law, in equity, or as expressly provided in this Agreement.

10. No Assumption of Seller's Liabilities. Buyer is acquiring only the Real Property from Seller, and is not the successor of Seller, except as expressly set forth in writing in this Agreement.

11. Indemnification and Liabilities. Subject to the limitations and other provisions contained in this Agreement, Seller agrees to indemnify, defend, and hold Buyer harmless for, from and against any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Seller pertaining in any manner to the Real Property for the period of time prior to the Close of Escrow, except for any such matters arising out of or caused by Buyer's negligence or intentional misconduct. The foregoing indemnity shall survive the Close of Escrow for a period of six (6) months. Buyer does not agree to assume any liability, encumbrance, or obligation of any kind or character whatsoever relating in any manner to all or any part of the Real Property: (i) except as expressly set forth in writing in this Agreement; and (ii) except that Buyer agrees to indemnify, defend, and hold Seller harmless for, from and against any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Buyer, Buyer's agents and employees.

12. Remedies.

(a) In the event of default by Buyer, which is not cured within five (5)

business days of written notice being given to Buyer of such default, Seller's sole remedy shall be to terminate this Agreement.

(b) In the event of default by Seller, which is not cured within five (5) business days of written notice being given to Seller of such default, Buyer may terminate this Agreement, without further obligation, by written notice to Seller.

13. Notices. Notices required or permitted hereunder shall be given in writing and be (i) personally delivered, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) delivered by a nationally recognized overnight delivery service, such as Fed Ex or UPS, addressed as follows:

To Seller:	Sweetwater Industrial Partners LLC An Arizona limited liability company c/o Nagle Law Group, PC 4530 East Shea Boulevard, Suite 140 Phoenix, Arizona 85028 Attention: Robert H. Nagle
To Buyer:	City of Surprise 16000N. Civic Center Plaza Surprise, Arizona 85374 Attention: Lari Beth Kirkendall
To Escrow Agent:	First American Title Insurance Company 2555 E Camelback Road, Ste 350 Phoenix, Arizona 85016 Attn: Nanette DeRuiter

or at any other address designated by Buyer, Seller, or Escrow Agent, in writing, which new address shall be effective five (5) days from the date that such written notice is given. A notice shall be deemed given and received when (a) personally delivered to the notice address, or (b) two (2) days after deposit in the United States Mail in accordance with the provisions hereof, or (c) one (1) business day after delivery to the overnight carrier in accordance with the provisions hereof.

14. Attorneys' Fees. In the event suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and taxable and non-taxable costs and expenses, including any such fees, costs and expenses incurred on appeal.

15. Intended Agreement. This Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

16. Relationship. This Agreement shall not be construed as creating a joint venture, partnership, or any other joint arrangement between Buyer and Seller.

17. Integration Clause; No Oral Modification. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written,

entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or rescinded, except in writing, signed by all parties hereto.

18. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained only in the Superior Court of the State of Arizona in and for the County of Maricopa.

19. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

20. Waiver. Failure of any party to exercise any right, remedy, or option arising out of a breach of this Agreement shall not be deemed a waiver of any right, remedy, or option with respect to any subsequent or different breach, or the continuance of any existing breach.

21. Date of Agreement. The date of this Agreement shall for all purposes be the date of the signature of the last party to sign this Agreement, **("Agreement Date").** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all taken together shall constitute one and the same instrument.

22. Time of Essence. Time is hereby declared to be of the essence for the performance of all conditions and obligations under this Agreement. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or State of Arizona legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or State of Arizona legal holiday.

23. Foreign Tax Withholdings. Seller shall provide to Escrow Agent at Closing appropriate affidavits stating that he is not a foreign person and that no withholding is required pursuant to Internal Revenue Code § 1445. In the event such affidavits are not forthcoming or in the event either Escrow Agent or Buyer knows that they are false, Escrow Agent is hereby irrevocably authorized and directed to withhold 10% of Seller's proceeds of the purchase price pursuant to Code § 1445.

IN WITNESS WHEREOF, the undersigned have caused this Exchange Agreement and Escrow Instructions to be executed as of the day and year first above written.

SELLER

Sweetwater Industrial Partners, LLC,
an Arizona limited liability company

By: Boarder Capital U.S. Inc.,
a Delaware corporation
Its: Manager

By: _____
Name: James Miller
Title: President

BUYER:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Kevin D. Sartor
Its: Mayor

Attest:

_____
Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Kevin D. Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:_____

EXHIBIT A

Legal Description of Real Property

A portion of Lot 8 of "THE FINAL PLAT MAP OF DEDICATION FOR VERAMONTE," as recorded in Book 684 of Maps, Page 33, Records of Maricopa County, Arizona, being located in the Southeast Quarter of Section 16, Township 3 North, Range 1 West of the Gila and Salt River Base & Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the most Westerly Southwest corner of said Lot 8;

Thence along the West line of said Lot 8 North 06°36'40" West 58.68 feet;

Thence departing said line South 90°00'00" East 373.62 feet;

Thence South 00°02'53" East 122.74 feet to the South line of said Lot 8;

Thence along said South line South 89°57'27" West 179.24 to an angle point in said South line;

Thence continuing along said line North 00°02'33" West 64.72 feet to an angle point in said line;

Thence continuing along said line South 89°57'27" West s187.68 feet to the POINT OF BEGINNING.

EXHIBIT B

Form of Special Warranty Deed

WHEN RECORDED MAIL THIS
SPECIAL WARRANTY DEED TO:

_____
_____
_____
_____

(Space Above for Recorder's Use)

SPECIAL WARRANTY DEED

_____, _____ ("Grantor"), for and in consideration of the Ten Dollars ($10.00), in hand paid to Grantor by _____, _____ ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which consideration are acknowledged, assigns, conveys, grants, transfers and delivers to Grantee all that certain land situated in Maricopa County, Arizona, and described on the attached Exhibit "A" (the "Property").

SUBJECT TO: all existing taxes and assessments (not yet due and owing), reservations in patents, liens, encumbrances, covenants, conditions, restrictions, rights of way, easements and all other matters of record or matters that would have been discovered with an inspection or survey of the Property.

GRANTOR binds itself to warrant and defend the title against all acts of the Grantor, and none other, subject to the matters above set forth.

EXECUTED as of the _____ day of _____, 202__.

GRANTOR:

_____,
_____

By: Exhibit – Do Not Sign
Name:_____
Its:_____

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____
Kevin D. Sartor
Its: Mayor

Attest:

_____
Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Kevin Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:_____

When recorded return to:

Robert H. Nagle, Esq.
Nagle Law Group, P.C.
4530 East Shea Boulevard
Suite 140
Phoenix, AZ 85028

RELEASE OF PERPETUAL PARKING AND INGRESS/EGRESS EASEMENT

This Release of Perpetual Parking and Ingress/Egress Easement (the "Release") is executed and delivered as of the _____ day of _____, 2026, by SWEETWATER INDUSTRIAL PARTNERS, LLC, an Arizona limited liability company ("Sweetwater"), and CITY OF SURPRISE, an Arizona municipal corporation ("City"). Sweetwater and the City may be individually referred to herein as "Party", or collectively referred to as "Parties."

RECITALS.

A. Sweetwater is the owner of certain real property located in the City of Surprise, Maricopa County, Arizona, which real property is legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Burdened Property").

B. The City is the owner of certain real property located in the City of Surprise, Maricopa County, Arizona, which real property is legally described on Exhibit B attached hereto and incorporated herein by this reference (the "Benefited Property")

B. Sweetwater's predecessor-in-interest, Veramonte Holdings, Inc. and the City's predecessor-in-interest, Richmond American Homes of Arizona, Inc., entered into that certain Perpetual Parking and Ingress/Egress Easement, recorded on May 21, 2004 in Document No. 2004-0569448 of the Official Records of Maricopa County (the "Easement") which affects the Burdened Property and the Benefited Property.

D. Concurrently herewith, the City is acquiring from Sweetwater a portion of the Burdened Property, as legally described on Exhibit C attached hereto and incorporated herein by this reference (the "City Property").

E. In connection with the City's acquisition of the City Property, the City desires to release any and all right, title and interest the City may have in the Easement.

F. According to its terms, the Easement only encumbered that portion of the Burdened Property encompassed within the City Property. Therefore, the Parties acknowledge, as the successors-in-interest to the original parties to the Easement, that the Easement does not encumber the balance of the Burdened Property being retained by Sweetwater, which property is legally described in Exhibit D attached hereto and incorporated herein by this reference (the "Remainder Parcel")

NOW THEREFORE, in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sweetwater and the City agree as follows:

AGREEMENTS.

1. Accuracy of the Recitals. Sweetwater and the City acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Release. The City, upon its acquisition of the City Property, will be the owner of both the property benefited by and burdened by the Easement. Therefore, by operation of the doctrine of merger, the City hereby releases, abandons and relinquishes all of the City's right, title and interest in and to the Easement.

3. Acknowledgment. The City and Sweetwater, as the successors in interest to the original parties to the Easement and the current owners of all of the real property affected by the Easement, acknowledge and agree that the Easement does not and from and after the date hereof will not, affect or otherwise constitute an encumbrance on the Remainder Parcel.

4. Binding Effect. The covenants contained in this Release shall run with the land and shall be binding upon and inure to the benefit of each party, and their respective heirs, successors and assigns.

5. Counterparts. This Release may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, Sweetwater and the City have executed and delivered this Termination as of the day and year first set forth above.

SWEETWATER:

Sweetwater Industrial Partners, LLC,
an Arizona limited liability company

By: Boarder Capital U.S. Inc.,
a Delaware corporation
Its: Manager

By: _____
Name: James Miller
Title: President

CITY:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Kevin D. Sartor
Its: Mayor

Attest:

_____
Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by James Miller, the President of Boarder Capital U.S., Inc., a Delaware corporation, the manager of Sweetwater Industrial Partners, LLC, an Arizona limited liability company, for and on behalf thereof.

_____
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Kevin D. Sartor, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof.

_____
Notary Public

My Commission Expires:

_____

Exhibit A

Burdened Property

Lot 8 of "THE FINAL PLAT MAP OF DEDICATION FOR VERAMONTE," as recorded in Book 684 of Maps, Page 33, Records of Maricopa County, Arizona, being located in the Southeast Quarter of Section 16, Township 3 North, Range 1 West of the Gila and Salt River Base & Meridian, Maricopa County, Arizona.

Exhibit B

Benefitted Property

Lot 9 of "THE FINAL PLAT MAP OF DEDICATION FOR VERAMONTE," as recorded in Book 684 of Maps, Page 33, Records of Maricopa County, Arizona, being located in the Southeast Quarter of Section 16, Township 3 North, Range 1 West of the Gila and Salt River Base & Meridian, Maricopa County, Arizona.

Exhibit C

City Property

A portion of Lot 8 of "THE FINAL PLAT MAP OF DEDICATION FOR VERAMONTE," as recorded in Book 684 of Maps, Page 33, Records of Maricopa County, Arizona, being located in the Southeast Quarter of Section 16, Township 3 North, Range 1 West of the Gila and Salt River Base & Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the most Westerly Southwest corner of said Lot 8;

Thence along the West line of said Lot 8 North 06°36'40" West 58.68 feet;

Thence departing said line South 90°00'00" East 373.62 feet;

Thence South 00°02'53" East 122.74 feet to the South line of said Lot 8;

Thence along said South line South 89°57'27" West 179.24 to an angle point in said South line;

Thence continuing along said line North 00°02'33" West 64.72 feet to an angle point in said line;

Thence continuing along said line South 89°57'27" West s187.68 feet to the POINT OF BEGINNING.

Exhibit D

Remainder Parcel

Lot 8 of "THE FINAL PLAT MAP OF DEDICATION FOR VERAMONTE," as recorded in Book 684 of Maps, Page 33, Records of Maricopa County, Arizona, being located in the Southeast Quarter of Section 16, Township 3 North, Range 1 West of the Gila and Salt River Base & Meridian, Maricopa County, Arizona;

EXCEPT the following described property:

A portion of Lot 8 of "THE FINAL PLAT MAP OF DEDICATION FOR VERAMONTE," as recorded in Book 684 of Maps, Page 33, Records of Maricopa County, Arizona, being located in the Southeast Quarter of Section 16, Township 3 North, Range 1 West of the Gila and Salt River Base & Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the most Westerly Southwest corner of said Lot 8;

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Thence departing said line South 90°00'00" East 373.62 feet;

Thence South 00°02'53" East 122.74 feet to the South line of said Lot 8;

Thence along said South line South 89°57'27" West 179.24 to an angle point in said South line;

Thence continuing along said line North 00°02'33" West 64.72 feet to an angle point in said line;

Thence continuing along said line South 89°57'27" West s187.68 feet to the POINT OF BEGINNING.

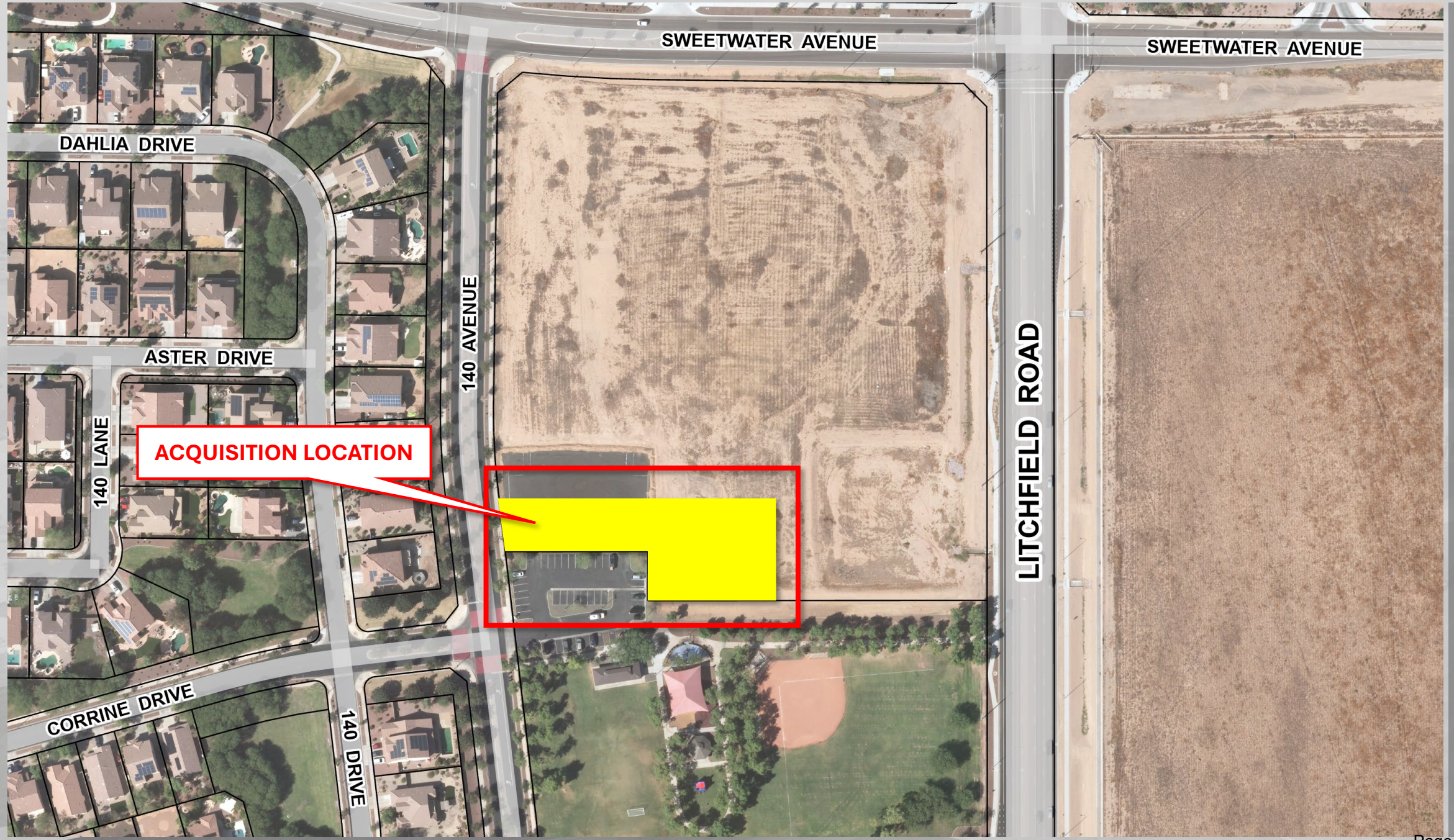
Veramonte Parcel 8

Partial Acquisition

City Council

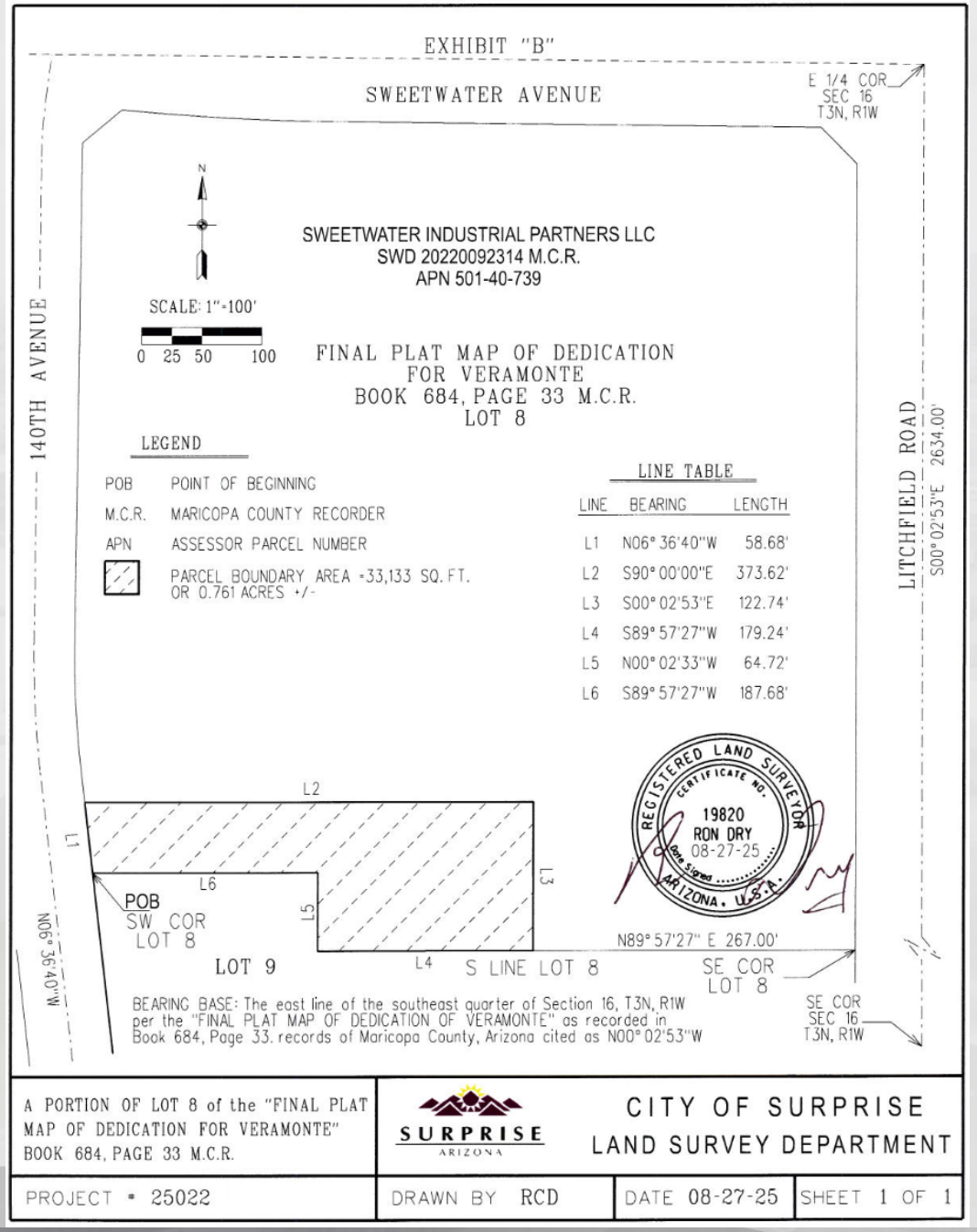
May 19, 2026

SURPRISE
ARIZONA



VICINITY MAP

EXHIBIT "B"



A PORTION OF LOT 8 of the "FINAL PLAT MAP OF DEDICATION FOR VERAMONTE" BOOK 684, PAGE 33 M.C.R.	SURPRISE ARIZONA	CITY OF SURPRISE LAND SURVEY DEPARTMENT	
PROJECT • 25022	DRAWN BY RCD	DATE 08-27-25	SHEET 1 OF 1

EXHIBIT

DRAFT RENDERING

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

Agenda Wording:
Presentation, discussion, and action pertaining to approval of the annual updates to the City's Comprehensive Financial Management Policies.

Motion:
I move to approve Resolution No. 2026-50, the annual update to the City's Comprehensive Financial Management Policies.

Background:
Comprehensive financial policies are an important element of solid financial structure and long-term financial planning. These policies, which are reviewed and updated annually, cover the areas of operating management, capital management, debt management, minimum fund balance, financial reporting, and public safety pension funding. The City's budget amendment policies and procedures are also included as part of this annual review.

Objective Analysis:
The City’s financial policies provide the road map for financial operations and demonstrate the City’s commitment to sound financial management practices.

Policy Compliant:
This item is compliant with City and Council policies and will meet the requirements set forth by A.R.S. § 38-863.01.

Financial Impact:
None at this time; however, topics covered in this presentation could lead to future actions which may have a fiscal impact.

Budget Impact:
None at this time; however, topics covered in this presentation could lead to future actions which may have a budgetary impact.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2026-50 Comprehensive Financial Management Policies FINAL
2. FY2027 Comprehensive Financial Management Policies_Redline
3. 05.19.2026_Financial Policy Updates

RESOLUTION # 2026-50

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA UPDATING THE CITY OF SURPRISE COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES FOR FISCAL YEAR 2027 AND REPEALING CONFLICTING RESOLUTIONS.

WHEREAS, the City desires to establish sound financial policies and principles to contribute to sound financial management continuity in handling financial affairs and preserving the City's fiscal integrity;

WHEREAS, the City currently has in place a set of Comprehensive Financial Management Policies, in order to achieve sound financial management continuity in handling its financial affairs and to preserve its fiscal integrity; and

WHEREAS, the City now desires to update the Comprehensive Financial Management Policies for the 2027 Fiscal Year.

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

Section 1. The Fiscal Year 2027 Comprehensive Financial Management Policies set forth in *Exhibit A* attached hereto and incorporated by reference herein is adopted effective as of July 1, 2026, the beginning of Fiscal Year 2027.

Section 2. All resolutions in conflict with the provisions of this Resolution are repealed.

Section 3. The Finance Director is hereby authorized and directed to take the appropriate steps to incorporate the changes into the Comprehensive Financial Management Policies of the City of Surprise and disseminate the new policies as necessary.

APPROVED AND ADOPTED this _____day of _____, 2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

EXHIBIT A

FISCAL YEAR 2027

COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES

CITY OF SURPRISE, ARIZONA
COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES
EFFECTIVE JULY 1, 2026

Introduction

The City Council strives to build a financially resilient government through financial policies and long-term financial planning. The City Council's Strategic Plan Framework, goals, and objectives provide the foundation for the Comprehensive Financial Management Policies. The City's Comprehensive Financial Management Policies provide the roadmap to achieve financial resiliency and demonstrate the City's commitment to sound financial management practices, as defined by the Government Finance Officers Association (GFOA). The GFOA has identified eight characteristics of a financially resilient government:

1. Diversity: Avoid reliance on a single solution.
2. Redundancy: Avoid having only one path of rescue.
3. Decentralization: Centralized systems look strong, but failure is catastrophic.
4. Transparency: Make it easier to figure out where a problem may lie. Share plans and listen when people point out flaws.
5. Collaboration: Working together to become stronger.
6. Fail Gracefully: Failure happens. Make sure failure won't make things worse.
7. Flexibility: Be ready to change when plans aren't working. Don't expect stability.
8. Foresight: Think and prepare.

Financial policies contribute to increased public confidence and trust as well as provide clear direction to City staff concerning the diligence and stewardship with which public monies are to be managed. Adopted financial policies show our citizens, the credit rating industry, and prospective investors (bond buyers) the City's commitment to financial resiliency. These policies are presented in the following six areas:

1. Operating Management
2. Capital Management
3. Debt Management
4. Minimum Fund Balance
5. Financial Reporting
6. Public Safety Pension Funding

Operating Management Policies

1. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial resiliency.

2. The budget shall be considered balanced if revenues plus use of fund balance are equal to or exceed total expenses, by fund. The budget process is intended to weigh all competing requests for City resources, within expected fiscal constraints.

3. The City Budget is adopted by department within each fund and by project in the capital funds.

4. The full-time equivalent (FTE) count and number of full-time positions are adopted by department within each fund.

5. Budget amendments will be done in accordance with the Budget Amendment Policies and Procedures.

6. Long-range financial plans will be prepared to guide the City and ensure the delivery of needed services due to changes in the economy, service demands, and capital improvements.

7. Regional considerations and intergovernmental relationships will be evaluated to fund both operating services and capital projects.

8. The City Council will consider citizen input and review the operating and capital budget recommendations from an outcome and goals perspective.

9. A diversified revenue system will be developed to protect City services.

10. The City Council will set the amount to be received from primary property taxes annually. The amount is limited to one-hundred and two percent (102%) of the prior fiscal year's maximum allowable levy plus new construction and reimbursement for the prior calendar year's tort liability payments.

11. The City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging. The four and fifty-two hundredths percent (4.52%) tax rate is then split, with three and fifty-two hundredths percent (3.52%) recorded in the Tourism Fund to be used for promoting tourism and one percent (1.0%) recorded in the General Fund. The three and fifty-two hundredths percent (3.52%) recorded in the Tourism Fund has been committed by City Council to be used for promoting tourism. Of the amount recorded in the Tourism Fund, the Tourism Fund Subcommittee has designated that seventy-five percent (75%) is spent for sports tourism facility development and improvement and twenty-five percent (25%) on marketing, studies, and special events. Any revenue generated by Tourism Funded special events will remain in the Tourism Fund for future use.

12. Water, Wastewater, Stormwater, and Solid Waste user fees and charges will be examined annually to ensure they recover all direct and indirect costs of service and will be approved by the City Council.

13. All user fees (excluding water, wastewater, stormwater, and solid waste) will be examined periodically to determine the direct and indirect cost of service recovery rate. The acceptable recovery rate and any associated changes to user fees and charges will be approved by the City Council.

14. Grant funding will be considered to leverage City funds and requires City Council approval prior to acceptance.

15. Cash balances identified for investments will be maintained in accordance with state law and the adopted investment policy to ensure that proper controls and safeguards are maintained. City funds will be managed with an emphasis on safety of principal, liquidity, and yield, in that order.

16. Employee compensation and benefits will be administered in accordance with the policy given by the City Council. Healthcare costs will be shared between the City and employees and this allocation will be evaluated annually.

17. The Healthcare Self-Insurance Trust Fund was created under the authority of Arizona Revised Statutes ("A.R.S.") § 11-981. The Board of Trustees is charged to administer the trust fund and "make recommendations to the City Council regarding trust fund programs, including amount of appropriations to assure stability and security of the trust fund."

18. An actuarial evaluation will be performed annually to determine the Incurred but Not Reported (IBNR) claim liability. This amount is required by accounting practices and represents the cost of unpaid claims (claims run-out), assuming the City stops being self-insured.

19. The City will optimize the efficiency and effectiveness of its services to reduce costs and improve service quality.

20. The City will maintain a methodology for allocating the City's indirect costs to service departments. A consultant may be hired to update the plan periodically.

21. All cash transfers between funds must be approved by City Council. Transfers to record capital assets within operating and capital funds are not presented to the City Council as these are administrative in nature.

22. All initial inter-fund loans must be approved by City Council.

23. All use of budgetary contingency accounts must be approved in accordance with the Budget Amendment Policies and Procedures prior to being expended.

24. A sustainable and consistent revenue source should be identified so that a portion of this source may be dedicated to asset replacement funding. The amount dedicated to asset replacement will be incrementally increased each year until an adequate amount has been established as determined during the annual budget process.

25. Separate asset replacement funds will be established in the areas including, but not limited to, Information Technology/Communications, Fleet, Facilities, Roads, and Community Services. The budget of each asset replacement fund will be managed by the appropriate department in order to meet the needs of their asset replacement program. As part of the annual budget process, asset replacement funding will be allocated across these funds and any unspent amount will carryover year to year.

Capital Management Policies

26. The City shall use an integrated approach to capital planning and financing in preparing a five-year Capital Improvement Plan. Only the first year of the plan will be adopted by the City Council.

27. The Capital Improvement Plan will include funding to support repair and replacement of capital equipment and infrastructure. A high priority should be placed on those items where deferring maintenance will result in greater cost to restore or replace. Proposed capital projects will be prioritized based on the City Council's goals and objectives, the General Plan, and master plans.

28. Future operating, maintenance, and replacement costs associated with new capital improvements will be included as a schedule within the annual budget document. Capital projects will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.

29. The City currently imposes a three and seven-tenths percent (3.7%) transaction privilege tax on construction. The three and seven-tenths percent (3.7%) tax rate is then split, with two and two-tenths percent (2.2%) retained in the General Capital Fund and one and one-half percent (1.5%) recorded in the Transportation Improvement Fund. Revenue recorded in the Transportation Improvement Fund is to be dedicated to either the construction of new roadways, or the maintenance and operation of existing transportation corridors within the city.

30. As permitted by state law, the City shall maintain a financial structure to ensure future development pays for itself and is not a burden on existing residents (i.e. "growth pays for growth"). Elements of this financial structure include impact fees, development agreements, Improvement Districts (IDs) and Community Facility Districts (CFDs).

31. Impact fees for infrastructure attributable to new development will be reviewed at least every other year to ensure that fees recover all direct and indirect development-related expenses, as permitted by state law, and will be approved by the City Council.

32. Any capital assets dedicated or donated to the City such as infrastructure, land, right-of-ways, easements, etc. must be approved by the City Council. Any capital asset dedicated or donated to the city must include a valuation.

33. All capital projects shall be subject to monitoring, evaluation, and reporting throughout the project lifecycle through final closeout. Performance shall be measured against objectives established on a project-to-project basis on each project's scope to ensure that each project delivers its intended outcomes and aligns with the City's strategic and financial priorities.

Debt Management Policies

34. The City shall periodically report measurable steps taken in striving towards achieving and maintaining the highest possible bond ratings. This will minimize borrowing costs, optimize access to credit, and demonstrate excellent financial stewardship on behalf of our residents.

35. An analysis showing how a new debt issue combined with current outstanding debt impacts the City's debt capacity and conformance with City debt policies will accompany every proposal.

36. General Obligation debt, which is supported by property tax revenues, will be utilized as authorized by voters. Other types of voter-approved debt (e.g. water and wastewater) may also be utilized when they are supported by dedicated revenue sources (e.g. fees and user charges).

37. The Arizona Constitution provides that the general obligation bonded indebtedness for a city may not exceed twenty percent (20%) of the net secondary assessed valuation of the taxable property of the city for projects for purposes of water, wastewater, artificial light, open space preserves, parks and recreational facilities, public safety, law enforcement, fire and emergency services facilities, streets, and transportation facilities. Outstanding general obligation bonded indebtedness for all other purposes may not exceed six percent (6%) of the City's net secondary assessed valuation.

38. Trust agreements, and contractual debt, all of which are non-voter approved, will be utilized only when approved by City Council.

39. Improvement District (ID) and Community Facility District (CFD) bonds shall be permitted only when there is a general City benefit as defined and approved by the City Council.

40. Utility rates will be established to ensure the ratio of net revenues to debt service meets bond indenture requirements.

41. The City will follow appropriate procedures with regard to obligations under continuing disclosure undertakings as identified by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

42. The City will follow appropriate procedures with regard to tax-exempt obligations as identified by the Internal Revenue Code of 1986.

Minimum Fund Balance Policies

43. Minimum fund balances are not intended to be spent. The purpose of the minimum fund balance is to ensure the City has adequate resources to meet its needs. If the necessity arises to draw down a fund balance below the minimum requirements that have been set, a plan to replenish the minimum fund balance will be presented to the City Council for approval.

44. Minimum fund balance requirements will be evaluated annually for long-term adequacy and use requirements.

45. The City has formally adopted a minimum fund balance policy for the following governmental funds:

    a. The General Fund will maintain a reserve equal to at least three months of budgeted personnel, supplies, and services for the General Fund, Sports and Tourism Fund, and Highway User Revenue Fund. The City Council will commit this amount to be allocated across a three-part reserve as follows:

i. Ten percent (10%) will be dedicated to an Emergency Reserve for unexpected, large-scale expenses resulting from events where immediate, remedial action must be taken to protect the health and safety of residents, all unassigned fund balance has been exhausted, and no amount previously appropriated by the City Council is otherwise available. Any use of the Emergency Reserve must be approved by the City Manager or designee. When this occurs, the City Manager shall provide a summary report to the City Council as soon as practical on the usage of these funds and have City Council approve any necessary budget amendments. At that time, the City Manager will also present a plan to restore the Emergency Reserve within the next fiscal year following the fiscal year in which the event occurred.

ii. Sixty percent (60%) will be dedicated to an Operating Reserve for unexpected events such as failure of the state to remit revenues to the City, loss of state shared revenues, or other impairment of a significant funding source for the remainder of the fiscal year. The Operating Reserve may also be used for unexpected mandates or other events that cause the City to incur unplanned expenses. The Operating Reserve allows for the continuance of critical City services due to these unanticipated events and is done so after all unassigned fund balance has been exhausted and no amount previously appropriated by the City Council is otherwise available. Any use of the Operating Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan that projects to restore the Operating Reserve within two fiscal years following the fiscal year in which the event occurred.

iii. Thirty percent (30%) will be dedicated to a Stabilization Reserve to provide funding to offset reductions in revenues resulting from fluctuations in the economic cycle that cannot be otherwise absorbed by the operating budget. The reserve funds will provide time for the City to restructure its operations in a deliberate manner to ensure continuance of critical City activities and is used after all unassigned fund balance has been exhausted and no amount previously appropriated by the City Council is otherwise available. Any use of the Budget Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Budget Stabilization Reserve within the three fiscal years following the fiscal year in which the event occurred.

b. General Capital Fund of $1.0M

c. Transportation Improvement Fund of $0.5M

d. Street Light Improvement Districts (SLIDs). SLIDs have a maximum levy limit of $1.20 per $100 of assessed valuation in accordance with A.R.S. § 48-616. To the extent that the levy limit has not been exceeded, taxes will be levied at a rate that will approach an individual ending fund balance reserve of five percent (5%) of its budgeted annual expenses.

e. Tourism Fund of $5,000.

f. The Spring Training Ticket Surcharge Fund will have a minimum fund balance of $600,000. Any excess fund balance remaining as of June 30 shall be remitted to the General Fund.

g. The Water Fund will have a four-part reserve as follows:

i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Water Fund.

ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.

iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

iv. The City will maintain a Resource Portfolio Reserve equal to fifteen percent (15%) of the total cost of delivery and capital charges for Municipal and Industrial plus the Phoenix Active Management Area (AMA) Underground Storage charges multiplied by the total amount of the City's Central Arizona Project (CAP) allocation.

h. The Wastewater Fund will have a three-part reserve as follows:

i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Wastewater Fund.

ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.

iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

i. The Stormwater Fund will have a three-part reserve as follows:

i. The City will maintain an amount equal to the average budgeted personnel, supplies, and services expenses over a two-month period for that year's Council Adopted Budget for the Stormwater Fund.

ii. The City will maintain an amount equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year for repair and replacement.

iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total revenues collected through charges for services. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

j. The Solid Waste Fund will have a four-part reserve as follows:

i. The City will maintain an Operating Reserve equal to the average of budgeted personnel, supplies, and services expenses over a three-month period for that year's Council Adopted Budget for the Solid Waste Fund.

ii. The City will maintain an Asset Reserve equal to two percent (2%) of tangible capital assets of the system as of June 30 from the previous fiscal year.

iii. The City will maintain a Rate Stabilization Reserve equal to five percent (5%) of the total charges for services revenue. Monies may be withdrawn from this reserve to supplement operating revenue shortfalls caused by various economic factors which may cause either reduced revenues or an unforeseen increase in expenses. Any use of the Rate Stabilization Reserve, and associated budget amendments, must be approved by the City Council and include a repayment plan, based on a multi-year financial projection, that plans to restore the Rate Stabilization Reserve within the four fiscal years following the fiscal year in which the event occurred.

k. The Risk Management Fund will maintain an amount that, together with purchased insurance policies, will adequately indemnify the City. The appropriate funding level will be set at three times the maximum annual loss of $250,000 which is equal to $750,000, which will be approved by the City Council.

l. The Healthcare Self-Insurance Trust Fund ("Trust Fund") will maintain an amount at a level which, together with purchased insurance policies (individual and aggregate stop loss), will adequately indemnify the City. The City has established an Adverse Times Reserve. The purpose of this reserve is to address cash flow needs caused by periods in which claim payments exceed projections. The target amount of this reserve is at least twenty-five percent (25%) of expected annual claims. If, at any time prior to the end of the fiscal year, the Trust Fund's target reserve is met and fully funded for the entire fiscal year based on the original budget projections approved by the City Council, the Finance Director shall document such funding and, after consulting with the City Manager, may conduct an evaluation of the claims incurred by the Trust Fund year to date, and if fiscally and financially prudent based on the claims incurred, Transfer from the City's various operating funds only that portion of the Employer premium necessary to cover actual claims incurred, such that the Trust Fund revenues are equal to the Trust Fund expenses, and the Trust Fund account experiences a zero change in net position. At all times the City will continue to transfer and deposit into the Trust Fund 100% of the monthly employee premiums collected.

m. The Workers' Compensation Trust Fund will maintain an amount which, together with the purchased excess insurance policy will adequately indemnify the City. The City has established an Adverse Times Reserve of $2,000,000. The purpose of this reserve is to maintain the regulatory required reserve and industry standard reserve.

n. Other funds, such as the Net Premium Seating Fund, have minimum fund balance requirements which are established by contract. These requirements will be monitored annually as part of the budget process to ensure compliance with contractual agreements.

o. City Council will commit the fund balance for the Transportation Improvement Fund, Net Premium Seating Fund, and Sports and Tourism Fund. These funds are constrained to a specific use.

Financial Reporting Policies

46. The City's Finance Director will develop standard operating procedures to ensure the City's accounting and financial reporting systems are maintained in conformance with all state and federal laws, Generally Accepted Accounting Principles (GAAP) and the standards of the Governmental Accounting Standards Board (GASB).

47. An annual audit will be performed by an independent public accounting firm. The City will prepare an Annual Comprehensive Financial Report (ACFR) with the objective of receiving an unmodified ("clean") audit opinion. The independent auditor will present and discuss audit findings regarding internal controls and operational issues to the Audit Committee at a public meeting.

    ACFR Fund Balance Reporting

    1. The hierarchy from least spendable to most spendable fund balance for governmental funds of the City shall be: non-spendable, restricted, committed, assigned and unassigned. When funds are available from multiple classifications, it is the City's policy to utilize the most restrictive funding first.

    2. Non-spendable fund balances are determined solely by their form.

    3. Restricted fund balances are determined solely by the constraints placed on the use of the resources.

    4. Committed fund balance represents amounts that have been constrained to a specific use by the formal action of the City's highest level of decision-making authority, the City Council. A majority vote of the City Council is necessary to establish, modify, or rescind a fund balance commitment.

    5. The City has elected the following commitments of fund balance to be standardized from year to year.

        a. A commitment for repair and replacement of general government vehicles and other rolling stock will be maintained based upon lifecycle replacement plans prepared annually. This commitment shall be maintained in the Vehicle Replacement Fund.

        b. A commitment of a one and one-half percent (1.5%) construction sales tax to be used solely for the purposes of paying costs related to new roadways and to refurbish existing transportation corridors, to be maintained in the Transportation Improvement Fund (Ordinance No. 05-13).

        c. In addition to the two and fifty-two hundredths percent (2.52%) transient lodging tax restricted by state statute, a commitment of an additional 1.0% transient lodging tax for a total of three and fifty-two hundredths percent (3.52%) will be used to promote tourism and be maintained in the Tourism Fund (Ordinance No. 2010-04).

    6. In order to be reported as committed fund balance in the ACFR the City Council must approve the commitments prior to June 30th. However, the amount of the commitment may be determined after June 30th.

    7. Amounts that have been constrained by the City's intent to be used for a specific purpose and are neither restricted nor committed are reported as assigned fund balance. The City Council has designated the authority to assign amounts to be used for specific purposes to the Chief Financial Officer (CFO).

48. The City's ACFR will be submitted annually to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.

49. The City's Budget will be submitted to the Government Finance Officers Association (GFOA) Distinguished Budget Presentation program.

50. A financial report will be presented to the City Council no less than quarterly.

Public Safety Pension Funding

51. The City Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2025 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Surprise Police	$91,655,505	$125,354,686	$33,699,181	73.1%
Surprise Fire	$111,009,107	$138,066,353	$27,056,751	80.4%
City of Surprise Totals	$202,664,612	$263,421,039	$60,755,932	76.9%

52. The City Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. To achieve this goal, the City will do the following:

    a. Pay the Annual Required Contribution (ARC) payment from operating funds. The estimated combined ARC for FY2027 is $12,786,671.

    b. Fund the fiscal year annual pension cost at the beginning of each fiscal year with the budgeted contribution amounts as estimated based on actuarial reports. The budgeted contribution amount will be based on the highest potential cost assuming that each qualifying position participating in PSPRS is fully staffed. If, during the course of the year, the required contribution amount exceeds the original budgeted amount, the City will contribute the additional funds on a per pay period basis to meet its funding obligations.

    c. Establish a Public Safety Pension Reserve dedicated for the PSPRS unfunded liability. During year-end close, or at such other time as economically feasible as determined by the Finance Director and City Manager, and approved by Council, the amount of budget in excess of actual expenditures for the police and fire departments - personnel, supplies and service categories (operating expenses), within the General Fund, will be transferred into the Public Safety Pension Reserve.

    d. The City's Finance Department will provide an annual update on the financial position of the PSPRS trust funds to City Council.

    e. During the annual budget process or at such other time as economically feasible as determined by the Finance Director and approved by Council, Council will review the feasibility of making additional payments to the Public Safety Pension Reserve.

Financial Policy Updates

May 19, 2026

SURPRISE
ARIZONA

Financial Policies

- Provide road map for financial operations
- Demonstrate commitment to sound financial practice
- Reviewed annually

Comprehensive Financial Management Policies

- Based on City Council's strategic plan, goals, and objectives
- Provides financial structure and long-term financial planning
- Includes policy direction related to:
  - Operating Management
  - Capital Management
  - Debt Management
  - Minimum Fund Balance
  - Financial Reporting
  - Pension Funding

Recommended Policy Changes

- Capital Management Policies – enhance language to include capital project oversight to ensure accountability, efficiency, and alignment with budgets, schedules, and city priorities
- Minimum Fund Balance Policies – remove the phased Contingency Reserve for Solid Waste Utility
- Pension Funding – update amounts based on most recent actuarial valuation

Budget Amendment Policies

- Established to provide a consistent and efficient process by which the city budget may be amended
- Includes levels of authorization

- Recommended changes
  - Minor revisions to the procedures section to better reflect current process

Questions or Comments?

THANK YOU

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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to approval of the updated Budget Amendment Policies and Procedures; Resolution 2026-45.

Motion:
I move to approve Resolution No. 2026-45.

Background:
The City's Budget Amendment Policies and Procedures are reviewed and updated annually to ensure appropriate approval levels.

Objective Analysis:
The City's financial policies provide the road map for financial operations and demonstrate the City's commitment to sound financial management practices.

Policy Compliant:
This item is compliant with City and Council policies.

Financial Impact:
None at this time; however, topics covered in this update could lead to future actions which may have a fiscal impact.

Budget Impact:
None at this time; however, topics covered in this update could lead to future actions which may have a budgetary impact.

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

ATTACHMENTS:
1. Resolution 2026-45 Budget Amendment Policy FINAL
2. FY2027 Budget Amendment Policy_Redline (1)

RESOLUTION # 2026-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA ADOPTING THE BUDGET AMENDMENT POLICIES AND PROCEDURES FOR FISCAL YEAR 2027 AND REPEALING CONFLICTING RESOLUTIONS.

WHEREAS, the City desires to establish a consistent and efficient process by which the adopted city budget may be amended;

WHEREAS, the City currently has in place Budget Amendment Policies and Procedures in order to guide the process by which the adopted budget is amended; and

WHEREAS, the City now desires to update the Budget Amendment Policies and Procedures for the 2027 Fiscal Year.

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

Section 1. The Budget Amendment Policies and Procedures for the City of Surprise, Arizona is hereby amended as set forth in *Exhibit A* attached hereto and incorporated by reference herein is adopted.

Section 2. The Finance Director is hereby authorized and directed to take the appropriate steps to implement and disseminate the Budget Amendment Policies and Procedures as necessary.

Section 3. All resolutions in conflict with the provisions of this Resolution are repealed.

APPROVED AND ADOPTED this _____day of _____, 2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

EXHIBIT A

FISCAL YEAR 2027

BUDGET AMENDMENT POLICIES AND PROCEDURES

BUDGET AMENDMENT POLICIES AND PROCEDURES

A. Purpose

The following policy and procedures are established to implement a consistent and efficient process by which the adopted city budget may be amended.

B. Policy

Throughout the course of the fiscal year, amendments to the budget are necessary to address new issues, increased prices, and changes in scope of existing projects. This policy applies to all budget amendments initiated by the Mayor and City Council, the City Manager's Office, and/or departments. The Finance Department shall finalize budget amendments following appropriate authorization per the schedule in Section D of this document and in accordance with the City's Comprehensive Financial Management Policies.

Adopted Level of Budgetary Control
The budget is appropriated by department within each fund. The Capital Improvement Plan (CIP) is appropriated by project.

C. Procedure

1. The requesting department shall prepare and submit to the Finance Department:

   a. The draft Budget Amendment Resolution (if Council approval is required), and

   b. A budget amendment journal with attached Budget Amendment Request form within the financial management system that has been approved by the Department Director.

   The Finance Department budget point of contact shall review the request for availability of budget to be amended, appropriate authorization level, accuracy, and general reasonableness. The budget point of contact shall communicate any questions or comments to the department and recommend revisions as necessary. If applicable, the draft Budget Amendment Resolution will be updated by the budget point of contact and returned to the department to initiate a Request for Legal Services and City Council agenda item.

2. The Budget Manager shall review and approve the budget amendment journal. The journal shall then be advanced for the next approval as appropriate.

   a. Amendments requiring Finance Director or City Manager approval shall be reviewed and approved within the financial management system.

   b. Amendments requiring City Council approval shall be held within the financial management system by the Finance Department until City Council action is complete, if approved by City Council, then the Budget Manager will approve.

3. The Budget Manager will post budget amendments in the financial management system, following appropriate authorization per the schedule in Section D of this document.

   a. Year-end budget amendments necessary to close out the fiscal year will be posted in the financial management system with approval from the Finance Director. These amendments require final approval by the appropriate authorization as noted in Section D. In the event final approval is not granted, amendments will be reversed.

D. Authorization Levels:

Type of Amendment	Category	Sub-Category	Authorization
Between Funds	All	All	City Council Resolution
Between Departments	All	All	City Council Resolution
Grants	Revenue Expense	Establishment/revision of a grant budget	City Council Resolution
Personnel	Full-time, part-time, overtime personnel	Between divisions	Department Director
	Full-time, part-time or overtime personnel	To/from any other category	City Manager
	Any change in FTE count or count of FT positions	All	City Council Resolution
Commodities/Supplies/ Contractual Services/Non-CIP Capital	Within a Department	Between divisions or within a division	Department Director
Capital	CIP (including change in total amount and/or change in scope)	All	City Council Resolution
Contingency	All	All	City Council Resolution
Carryforward	All	All	Finance Director*
Development Agreements and Debt Service Obligations	All	All	Finance Director*
Healthcare, Workers' Compensation, & Insurance Claim Obligations	All	All	Finance Director*
Emergency Reserve	All	All	City Manager*

*The level of authorization for these types of amendments is based on the need to immediately restrict or allow expenses or reimbursements. Anything approved under this authorization shall be included on the year-end budget amendment by Resolution.

E. Relationship to Previously Established Policy

No qualifying statement, previously established rules or procedures shall be used to negate the spirit or intent of this statement of policy.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 19, 2026
Submitting Department: Finance
Staff Recommendations:

Contact Person: Sandy Simmons, Finance Director
District: Citywide

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

Agenda Wording:
Presentation and discussion on the City's construction sales tax

Motion:
Presentation and discussion only

Background:
At the request of Councilmember Judd, this item has been placed on the agenda to allow for a presentation and discussion regarding the City's Transaction Privilege Tax (TPT) as it relates to the construction (contracting) classification.

Objective Analysis:
The objective of this item is to provide Council with information regarding the City's Transaction Privilege Tax (TPT) as it relates to the construction (contracting) classification.

Policy Compliant:
This item is within policy

Financial Impact:
None at this time

Budget Impact:
None at this time

FTE Impact:
None at this time

ATTACHMENTS:
1. 05.19.2026 CST Presentation

Construction Sales Tax

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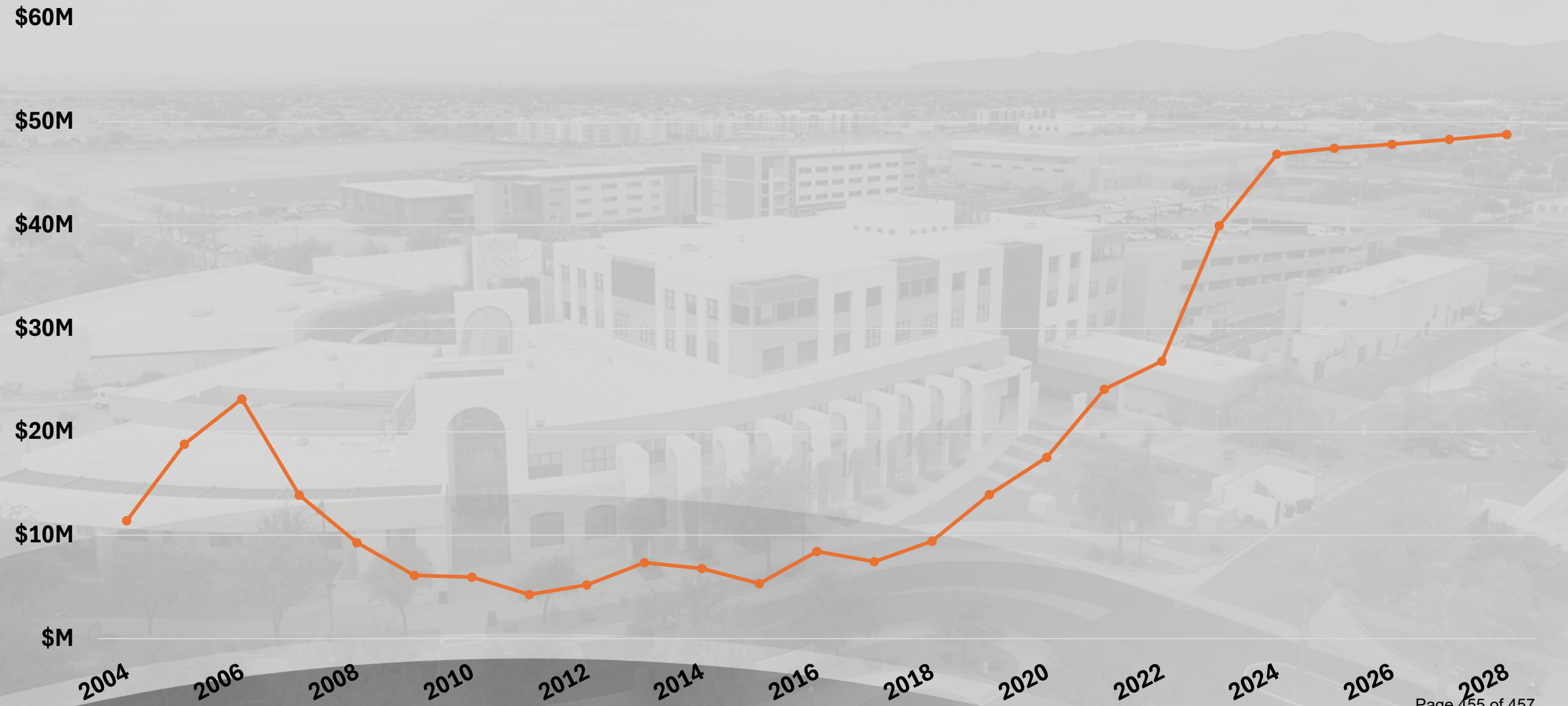
Construction Sales Tax

- Construction Sales Tax rate 3.7%
  - 2.2% to General Capital Fund
    - ✓ One-Time Capital Projects
    - ✓ Ongoing Asset Replacement Projects
  - 1.5% to Transportation Improvement Fund
    - ✓ One-Time Roadway Projects
    - ✓ Ongoing Supplies/Services for road maintenance

Current Policy

The City currently imposes a three and seven-tenths percent (3.7%) transaction privilege tax on construction. The three and seven-tenths percent (3.7%) tax rate is then split, with two and two-tenths percent (2.2%) retained in the General Capital Fund and one and one-half percent (1.5%) recorded in the Transportation Improvement Fund. Revenue recorded in the Transportation Improvement Fund is to be dedicated to either the construction of new roadways, or the maintenance and operation of existing transportation corridors within the city.

Construction Sales Tax Revenue



Construction Sales Tax Revenue

Construction Sales Tax	FY2025	FY2026	FY2027	FY2028
Revenue				
Beginning Fund Balance	168,747,300	165,016,600	188,718,600	56,958,900
Sales Tax Revenue	47,430,500	47,805,100	48,286,400	48,769,300
Other Revenue (Interest, IGA's, Transfers)	33,960,300	8,736,000	29,943,200	8,823,400
Total Revenue	**250,138,100**	**221,557,700**	**266,948,200**	**114,551,600**
Expense				
Ongoing - Transportation Supplies and Services	3,748,600	4,230,600	3,706,900	3,825,500
One-Time - Capital Projects	80,060,900	27,176,400	199,030,800	137,777,000
Art Fund 1 1/3%	1,312,000	877,700	1,497,600	1,836,600
Asset Replacement Funds	-	554,400	5,754,000	7,000,000
Total Expenses	**85,121,500**	**32,839,100**	**209,989,300**	**150,439,100**
Ending Fund Balance	**165,016,600**	**188,718,600**	**56,958,900**	**(35,887,500)**
Required Reserve	1,500,000	1,500,000	1,500,000	1,500,000
Balance above/(below) reserver	**163,516,600**	**187,218,600**	**55,458,900**	**(37,387,500)**

Questions or Comments?

THANK YOU

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