CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, August 4, 2026 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Any prayer or invocation that may be offered before the start of the Regular Council Meeting is a voluntary offering by a private resident of Surprise; has not been previously reviewed or approved by City Council or City staff; should not be considered an endorsement of any particular religion by the City or its officials, as the beliefs, viewpoint, and content are personal to the speaker; and no participation by any person in attendance is required. A list of volunteers is maintained by the office of the City Clerk and interested persons should contact the Clerk's Office for further information.

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

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

F. City Clerk Report

G. Regular City Council Meeting Agenda

CONSENT AGENDA:
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 June 16th, 2026, City Council Work Session and Regular City Council Meeting Minutes.	Kristi Passarelli City Clerk
2.	District 1	Consideration and action declaring to enlarge an existing street lighting improvement district known as City of Surprise, Arizona, SU-ASANTEPAR4.5 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution 2026-110.	Kristin Tytler Public Works
3.	Citywide	Consideration and action approving a Wireless Provider Master License Agreement between the City of Surprise and Cox Communications Arizona, LLC, authorizing the installation, operation, and maintenance of wireless facilities within the City's public rights-of-way; Resolution 2026-38.	Kristin Tytler Public Works
4.	District 1	Consideration and action on accepting a Right of Way Amendment from Arizona State Land Department for Jomax Road at 163rd Avenue.	Tiffany Copp Community Development
5.	District 3	Consideration and action pertaining to granting a Waterline Easement to Maricopa County Municipal	Tiffany Copp Community Development

		Water Conservation District Number One, near Sarival and Waddell Roads.	
6.	District 6	Consideration and action on Granting a Utility Easement to APS to service Communication Tower at SPA 1.	Tiffany Copp Community Development
7.	Citywide	Consideration and action pertaining to the approval of the intergovernmental agreement between the Arizona Department of Public Safety and the City of Surprise Police Department to provide one AZ P.O.S.T. certified sworn law enforcement officer on a full-time basis to the Arizona Vehicle Theft Task Force; Resolution 2026-117.	Evan Becher Police
8.	Citywide	Consideration and action to approve a Memorandum of Understanding (MOU) between the Federal Bureau of Investigation (FBI) and the Surprise Police Department, to continue the Child Exploitation and Human Trafficking Task Force; Resolution 2026-91.	Evan Becher Police
9.	Citywide	Consideration and action pertaining to acceptance of a grant award from the Governor's Office of Highway Safety (GOHS) for DUI enforcement and approval of a Fiscal Year 2027 budget amendment moving the budget in the amount of $58,500; Resolution 2026-122.	Evan Becher Police
10.	Citywide	Consideration and action pertaining to an amendment to a contract for services between the City and Area Agency on Aging and approving a Fiscal Year 2027 budget amendment moving budget in the amount of $22,500 from general contingency to Project G51509 for grant salaries and expenses; Resolution 2026-119.	Trisha Weston Human Svcs and Comm Vitality
11.	Citywide	Consideration and action pertaining to the approval of a sublease with Native American Connections, Inc., to operate the West Valley Housing Assistance Center on property leased by the City, located at 12779 and 12785 West Grand Ave; Resolution 2026-112.	Seth Dyson Human Svcs and Comm Vitality
	REGULAR AGENDA ITEM - PUBLIC HEARING:		
12.	District 6	Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 399598, requested by Edward Joseph Inglese, for Vogue Bistro located at 15411 W Waddell Rd, Surprise, AZ 85379 for a new Series 12 Liquor License.	Kristi Passarelli City Clerk
13.	District 4	Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 403201, requested by Guy Jason Dryer, for The Grove Restaurant and Bar located at 12555 W Bell Rd, Surprise, AZ 85374 for a new Series 12 Liquor License.	Kristi Passarelli City Clerk
14.	District 2	Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 400085, requested by Jason Ryan McKinnie, for Arizona Traditions Golf Club located at 17225 N Citrus Rd, Surprise, AZ 85374 for a new Series 07 Liquor License.	Kristi Passarelli City Clerk
15.	District 1	Consideration and action pertaining to a recommendation to the Arizona Department of Liquor	Kristi Passarelli City Clerk

		Licenses and Control (DLLC) on Application No. 401588, requested by Jason Ryan McKinnie, for Great Eagle Golf Club located at 17091 N Happy Trails, Surprise, AZ 85374 for a new Series 07 and Series 12 Liquor License.	
16.	District 1	Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 402726, requested by Maria Danielle Burgess, for Circle K Store #9616 located at 23170 N 163rd Ave, Surprise, AZ 85387 for a new Series 09 Liquor License.	Kristi Passarelli City Clerk
17.	District 1	Consideration and action pertaining to a rezone of approximately 3.11 acres from Rural Residential (RR) to Community Commercial (C-2) for property generally located at the southeast corner of 163rd Avenue and Happy Valley Road. Case FS25-0001; Ordinance 2026-17.	Leslie Carnie Community Development

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

18.	Citywide	Consideration and action to approve a resolution of the Mayor and Council of the City of Surprise, Maricopa County, Arizona declaring and adopting the results of the Primary Election held on July 21, 2026, and ordering the recording of such resolution; Resolution 2026-109	Kristi Passarelli City Clerk
19.	Citywide	Consideration and action pertaining to the Fiscal Year 2027 grant awards for the Surprise Community Outreach Program.	Seth Dyson Human Svcs and Comm Vitality
20.	District 1	Consideration and action pertaining to approval of the Fifth Amendment to the Broadstone Ranch Pre-Annexation Development Agreement between the City of Surprise and Elliott Homes, Inc.; Resolution 2026-85.	Tiffany Copp Community Development
21.	District 1	Consideration and action pertaining to approval of the Surprise 160 Development Agreement; Resolution 2026-81.	Tiffany Copp Community Development
22.	District 1	Consideration and action pertaining to approval of the Buena Vista Ranch Development Agreement between the City of Surprise, Buena Vista Holdings LLC, and 100 Acres Partners LLC; Resolution 2026-82.	Tiffany Copp Community Development
23.	District 4	Consideration and action pertaining to an application for the Original Townsite Incentive Program to pay for building permit fees, building plan review fees, and City impact fees, in the amount of $22,405.69 relating to the construction of Shaughnessy Promenade, generally located at the northwest corner of Grand Ave and Greenway Rd. Case FS26-0459. Resolution 2026-114.	Trever Fleetham Community Development
24.	Citywide	Consideration and action to approve the City's expenditure of funds to appeal the matter of City of Surprise v. The Industrial Commission of Arizona and Margaret Perez, ICA Claim No. 20211110244, including approving the Notice of Appeal filed on July 21, 2026, by Stephen Baker, on behalf of the City of Surprise, in the Arizona Court of Appeals, case No. 1 CA-IC 26-0032.	Jeffrey Murray Legal

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.

25.	Internal	Consideration and action to recess into executive session pursuant to A.R.S. Sec. 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice regarding the filing of an appeal to the Arizona Court of Appeals in the matter of Margaret Perez v. City of Surprise, Industrial Commission of Arizona (ICA) Claim No. 20211110244, Administrative Law Judge (ALJ) Case No. ALJ0029239.	Legal

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, July 30th, 2026 @ 4:30 PM

Council chamber doors will be open at least 30 minutes prior to the start of the meeting.

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: August 4, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

Agenda Wording:
Consideration and action to approve the minutes of the June 16th, 2026, City Council Work Session and Regular City Council Meeting Minutes.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. 061626 Regular City Council Meeting Minutes
2. 061626 City Council Work Session Minutes

CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, June 16, 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
Mayor Sartor called the Regular Council Meeting of June 16, 2026 to order at 6:02 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ 85374.

1. Invocation
Marci Maughan-Nettles led in the Invocation.

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

C. Pledge of Allegiance
Surprise Aquatics Center Swim Team led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements
Mayor Sartor, and Councilmember Hastings recognized Christy Pritchard as a Community Champion.

E. City Manager Report

2. City Manager sub-text

3. Reports
City Manager Andrea Davis, gave a brief update about the DHS facility. She talked about the development of a website for up-to-date information from federal agencies.

F. City Clerk Report

4. Reports

Councilmember Haney, talked about the talent that applied for the boards and commission positions.

1. Consideration and action to approve the recommendation for reappointment of Gwen Maxfield to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2030.

Motion: To Appoint
Initiated By: Nick Haney
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

2. Consideration and action to approve the recommendation for reappointment of Julie Kent-Partridge to the Veterans Disability and Human Services Commission for the four-year term expiration on June 30, 2030.

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

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

   Vote Result: Passed

3. Consideration and action to approve the recommendation for reappointment of William Coniam to the Board of Trustees for the four-year term expiration on June 30, 2030.

   Motion: To Appoint
   Initiated By: Nick Haney
   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

4. Consideration and action to approve the recommendation for reappointment of Richard Jessen to the Judicial Selection Advisory Commission for the four-year term expiration on June 30, 2030.

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

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

   Vote Result: Passed

5. Consideration and action to approve the recommendation for reappointment of Connie Bowers to the Audit Committee for the two-year term expiration on June 30, 2028.

   Motion: To Appoint
   Initiated By: Nick Haney
   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

6. Primary Election Information

City Clerk Kristi Passarelli, gave an election update.

G. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

Motion: To Approve
Initiated By: Patrick Duffy
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

7. Consideration and action to approve the minutes of the June 2nd, 2026, City Council Work Session, Special City Council Meeting, Regular City Council Meeting & Executive Session Minutes.

8. Consideration and action to approve the revised version of the City Council Meeting Dates for 2026.

9. Consideration and action appointing a Chief Fiscal Officer pursuant to A.R.S. § 41-1279.07(E) for the purpose of submitting the annual AELR report for fiscal year 2027; Resolution 2026-63.

10. Consideration and action pertaining to the immediate formation of a street lighting improvement district known as SU-163RDNPINNCLEPK226 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution 2026-84.

11. Consideration and action to grant Summit Infrastructure Group, LLC., the non-exclusive revocable right-of-way use agreement to use public streets, roads and alleys for installation, operation, and maintenance of fiber optic cable. Resolution 2026-79.

12. Consideration and Action on Granting a Utility Easement to APS to service the Multigenerational Community Center at Hollyhock Street and Santa Fe Drive.

13. Consideration and action on accepting a Drainage Easement from Surprise Land Holdings, LLC near Peak View and 174th Avenue.

14. Consideration and action pertaining to approval of the Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire, accepting grant funding, and approval of a Fiscal Year 2026 budget amendment moving budget in the amount of $39,200 for the Utility Assistance Program; Resolution 2026-90.

15. Consideration and action pertaining to the approval of an amendment to the Intergovernmental Agreement with Maricopa County, accepting grant funding, approving a Fiscal Year 2026 budget amendment moving budget in the amount of $200,000 for Community Action Program Services, and an addition to the Fiscal Year 2026 Contract Awarding Authority List; Resolution 2026-96.

16. Consideration and action designating the Finance Director as the City's agent for the purpose of obtaining financial assistance through the Arizona Department of Emergency and Military Affairs; Resolution 2026-103.

17. Consideration and action to approve an intergovernmental agreement (IGA) between the City of Surprise, Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Tolleson, and the Town of Wickenburg, to continue the joint West Valley Investigative Response Team; Resolution 2026-72.

18. Consideration and action pertaining to the acceptance of the FY2027 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution 2026-106

19. Consideration and action pertaining to the acceptance of the FY2027 School Resource Officer Services Agreement with Highland Prep; Resolution 2026-108

20. Consideration and action pertaining to the acceptance of the FY2027 School Resource Officer Services Agreement with Legacy Traditional School – West Surprise; Resolution 2026-107

21. Consideration and action pertaining to the acceptance of the FY2027 School Resource Officer Services Agreement with Paragon Management Inc.; Resolution 2026-105

22. Consideration and action to approve Public Safety Answering Point (PSAP) Policy Routing Function (PRF) Backup Agreements for Next Generation 9-1-1 (NG9-1-1) services; authorizing the City of Surprise to participate as both a requesting and responding agency for emergency call routing; Resolution 2026-102.

23. Consideration and action to approve renewal of an Intergovernmental Agreement (IGA) between the City of Surprise and the Superior Court of Arizona, Maricopa County for jury services. Resolution 2026-92.

6. REGULAR AGENDA ITEM - PUBLIC HEARING:

24. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 397255, requested by Scott

Corey Strelitz, for Southern Steer Butcher located at 16853 N 145th Ave, Surprise, AZ 85374 for a new Series 10 Liquor License.

Motion: To Approve
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

25. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 398456, requested by Maria Danielle Burgess for Circle K Store #9628 located at 14000 W Peoria Rd, Surprise, AZ 85379 for a new Series 10 Liquor License.

Motion: To Approve
Initiated By: Chris Judd
Seconded By: Earle Greenberg

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

Vote Result: Passed

26. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 389022, requested by Lyndon Paul Roberts for Park at Surprise located at 14630 W Parkwood Dr, Surprise, AZ 85379 for a new Series 07 Liquor License.

Motion: To Approve
Initiated By: Earle Greenberg
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

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

27. Maricopa Association of Governments (MAG) update presentation concerning North Surprise traffic interchanges.

Intergovernmental Director, Jodi Tas, came to present this item, along with John Bullen and Velvet Matthew from MAG. They talked about the Loop 303 & US 60 Grand Ave

Area, Project Development Process, Corridor Study, Freeway Life Cycle Program, Loop 303 Traffic Interchange Analysis, Loop 303 and 155th Ave Traffic Interchange, Project Schedule, US 60 Grand Avenue, Deer Valley Rd to Loop 303, Project Schedule, Looking Ahead, and Key Takeaways

Councilmember Haney, thanked John and staff for advocating for the City. He asked how the public was engaged? John said that public engagement was a primary focus for the study, he said there were three public engagements and various outreach efforts. Councilmember Haney asked if there was any feedback about wanting to delay the project or if the process was rushed? John said the feedback was asking for the project to go faster. Councilmember Haney asked what kind of impact would be felt if there's a delay? John said that delays would compound problems. Councilmember Haney thanked the community for their participation. He talked about the impact on the quality of life this will have on Surprise residents.

Mayor Sartor thanked staff for their work on this.

28. Consideration and action pertaining to approval of an Employment Agreement for an appointment for the City Auditor, pursuant to Surprise Municipal Code Sec. 2-170.

Mayor Sartor thanked council for finding the candidate that they selected.

Councilmember Judd talked about the candidate.

Motion: To Appoint
Initiated By: Chris Judd
Seconded By: Earle Greenberg

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

Vote Result: Passed

Cathleen Davis came to thank Council for the appointment.

29. Consideration and action levying primary property taxes at a rate of $0.5534 per hundred dollars ($100) of assessed valuation and secondary property taxes at a rate of $0.3880 per one hundred dollars ($100) of assessed valuation for Fiscal Year 2027 within the City of Surprise; Resolution 2026-98.

Finance Director, Sandy Simmons, came to present this item. She talked about Public Notices & Publications, and FY27 Primary and Secondary Property Tax.

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

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

Vote Result: Passed

30. Consideration and action levying an amount not to exceed the maximum rate of $1.20 per one-hundred dollars of assessed valuation for each Street Light Improvement District (SLID) within the City of Surprise during the Fiscal Year 2027; Resolution 2026-97.

    Finance Director, Sandy Simmons, came to present this item. She talked about the FY27 SLID Property Tax.

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

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

    Vote Result: Passed

31. Presentation and discussion pertaining to the FY2026 Financial Status Report through March 2026.

    Finance Director, Sandy Simmons, came to present this item. She talked about Sources Category Examples, FY26 General Fund Sources, and FY26 General Fund Sources.

    Councilmember Hastings, talked about the majority of funding coming from sales tax and asked if it included food or groceries? Sandy said there was no food tax. Councilmember Hastings asked to compare Surprise to other Cities in the future.

    Sandy went on to talk about Uses Category Examples, and FY General Fund Uses.

    Councilmember Judd asked about the decrease in charges for services and franchise income and why that is? Sandy said there was a slight decrease in the franchise fees. Councilmember Judd asked about the one-time services? Sandy said that the one-time services was permits and inspections. Councilmember Judd asked if there was a slowdown in permits? Sandy said there was.

32. Continuation of the June 2, 2026, work session for the presentation, discussion, and public comment, pertaining to a proposed Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to establish a new Battery (B) overlay zone related to Battery Energy Storage Systems (BESS). Case FS23-1041.

    Trever talked about the staff recommendations for 1500ft.

    Mayor Sartor asked about the 1500ft comparison. Trever talked about the comparison to the 100ft perimeter, and various setback examples. Mayor Sartor asked for examples for where these could potentially go based on setbacks. Lloyd showed a map that gave examples of various buffers for existing residential areas. Lloyd said that staff needs direction on the distance on the setback and the residential/commercial solar roof component and what the megawatt would be. Councilmember Melton said it should be 5 MW. Lloyd said they also need direction for property zoned BPI1 as an accessory use. A conditional use permit would allow a BESS to go in, still staying with the same standards,

or if council would like to see it come back as an overlay.
Trever talked about the staff recommendations for 1500ft for existing residential and commercial examples, and conditional use permits for industrial zones.

Councilmember Melton asked about the 100ft buffer and the total setback distance? Lloyd said in total it would be 250 ft buffer. Councilmember Melton, talked about the staff recommendation of 1500ft and if there's any basis for that recommendation? James Claufield from Fire & Risk Alliance said the code they are operating on is 100ft. Cepend Alizadeh from the Arizona Technology Council said the code and standards across the state are based on studied based on the fire protection association, he talked about the history of the association, and priority they have for public safety. Cepend talked about the McMicken fire incident, and the age of the system that caused that incident.

Councilmember Judd asked if there were any battery facilities in Surprise? They said no. He talked about how his citizens were not concerned about missing out on the battery storage craze. He asked if battery facilities would generate any revenue? Andrea said in general they run on the lower range of revenue. Councilmember Judd compared this to commercial sites within the City. He said he didn't want to have any as an infill project. He said he would prefer to look at these as a case by case versus doing a generic application. Lloyd said it was something they could consider, and any BESS facility would have to go through the whole process. Councilmember Judd, said he would prefer that versus an overlay. Lloyd talked about other jurisdictions and what they use. He talked about wanting bigger buffers, and having pathways to consider on a base by base cases.

Councilmember Duffy asked how the explosion happened at McMicken and why it doesn't happen anymore? Ben Cluff APS Director of Renewable Generation said that the technology at the time was different and the building was different. He said that when batteries go bad they expel gas and the building was super saturated then mixing with oxygen and ignition causing the situation. He said that the current technology is completely enclosed and filled with batteries. He said the opportunity to mix gases is far less. He said that different detection systems fall under codes. He talked about standards that are meant to keep building safe are in place for the battery enclosures. Councilmember Duffy, said he just wanted an explanation of the situation so everyone understood that there's not walk-in facilities anymore. Ben gave an example of empty vessels often being more dangerous. James talked about the McMicken event versus the technology and practices now.

Councilmember Melton asked what the social value of the storage systems important? Cepend talked about companies relocating to Arizona for economy opportunities and the need for a reliant energy grid. Jessica Perry said that APS likes these systems on the grid and the ability to use them for peak demand. Cepend said the tax revenue may not be a lot but the companies that come are job creators.

Councilmember Hastings asked if there was a comparison of what other cities have done? Councilmember Hastings talked about the measurement from the property line to the battery. Lloyd talked about which cities were still processing versus others that have adopted something. Councilmember Hastings asked if the number was setting the rules for what they would be applying for. Lloyd said that this would be the standards a BESS facility would have to meet. Lloyd said that everything now comes back to council as an overlay. He said that BESS facilities would come back as a conditional use to Planning & Zoning Commission. Councilmember Hastings asked if there was a lot of industrial within

the City? Lloyd said there wasn't a lot. Councilmember Hastings said it sounded like there would be a vote on each facility. He went over the nuances of what was being proposed. He talked about the 1500ft reflecting the evacuation zone proposed by the Fire Department, versus the 100ft proposed by Planning & Zoning. He asked what the international fire code was? James talked about the differences in agencies wanting similar setbacks. Jessica said the International Fire code adopted by the City sets what developers are required to build in the City. Councilmember Hastings asked if someone could explain the 1500ft evacuation zone? Fire Marshal Steven Faraclas said it was the distance they got from their guidebook, and how they were considering a catastrophic failure. He explained how they want to factor in stakeholders coming in. He said the internal fire code is a code and the NFPA is a standard, and are approached differently. Councilmember Hastings asked if the codes have been updated or old? James said the code is updated to be 100ft. James talked about various events that had happened and how they did not pose a risk to public health. Councilmember Hastings, talked about how he wants residents to feel safe. He asked what the goal of the setbacks are? He said how he thinks 1500ft is overkill, and he proposed 500ft for existing homes and other ideas for setbacks. He talked about other cities and what they have considered so far.

Councilmember Haney asked about the deliberate fire test? James said it was three cabinets used to ensure there was no propagation. Councilmember Haney asked where it was tested? James said it was in AZ. Councilmember Haney asked where exactly? James said it was on a campus. Councilmember Haney asked if it was by any homes? James said he wasn't sure. James said there is a video of the fire test but cautioned that the battery manufacturers are different. Councilmember Haney asked if the test was referenced wasn't done by any residential and if it was applicable to the decision they were trying to make. Councilmember Haney asked about the McMicken incident and if at the time the technology was considered to be the safest? Ben said that would have been an accurate assumption. Councilmember Haney asked if they thought a site wasn't safe it wouldn't be used? Ben said they would shut it down. Cepend said that NFPA 855 was published four months after the incident. Councilmember Haney said that at the time the site was considered safe. He talked about planning for worst-case scenarios and how a mayday is the worst situation. James said that is when a firefighter is out of commission and needs help. Councilmember Haney said there were 3 Maydays at the McMicken incident. He talked about industry changing with the technology. He talked about having to anticipate the worse case scenarios. He said he doesn't think a one-size-fits-all approach is appropriate for the City. He said he wasn't concerned about smelling smoke, but was concerned about plume studies. James talked the plume study. He talked about training and community monitoring for any dangerous gases to keep the community safe.

Vice-Mayor Greenberg talked about wanting to see the video. He asked who was making the batteries and how they are not all created the same. He asked if they were similar test models. James said it would be up to the developers, and specific to them. Cepend said the developers are adhering to the standards to the insurance purposes. Steven said they review the test results and the issue is that the tests are done in ideal conditions and often don't mimic local conditions. Vice-Mayor Greenberg, talked about sites back east. He asked if there were suppression systems used or not? James said they don't use suppression but do practice asset protection but there are no fire suppression systems inside. Vice-Mayor talked about how this will impact residents, and how he doesn't think Surprise is a tech hub.

Mayor Sartor talked about his desire to respect the Fire Department recommendations.

He talked about visiting a facility and asking them for their setback recommendation and how it matched what the Fire Department wanted. He talked about areas where they should be built and his desire for a block wall at these facilities.

Councilmember Melton asked what the setback for gas stations? Trever said there is no setback for them. Councilmember Melton compared the energy of a gas station to a BESS. He said he thinks the setback is excessive.

Councilmember Hastings asked about a project going forward that meets the 1500 ft requirement, and if they could take action in August? Lloyd said they could bring it back to P&Z and back to Council and it would likely be September. Councilmember Hastings, said he hoped they could find a middle ground.

Councilmember Duffy asked why some cities are doing it case by case? Lloyd said he wasn't sure why they do it on a case by case basis. He said they are likely putting it on hard zoning process. Councilmember Duffy asked if developers could apply if it was within the 1500ft? Lloyd said they could technically do it but it would be unlikely. Councilmember Duffy asked if they could find out why other cities do case by case? Lloyd said they could find out.

Councilmember Judd asked how hard it would be to change the setback? Lloyd said it was easier to shrink the setback than make it bigger. He asked if they could create a waiver process? Lloyd cautioned that applicants would use the waiver.

Councilmember Haney asked about 3 existing projects and out of the three which would be able to comply with the suggested setback? Lloyd said one would. Councilmember Haney asked if the other two were close? Lloyd said they were close with one being along the City limit, and they could probably make two of them work. Councilmember Haney asked how far away the second closest one was? Lloyd said it was probably 300-500 ft. Councilmember Haney talked about the various distances of the projects. Lloyd said he wasn't sure where the properties would be exactly. Haney asked if this was only applicable to existing homes? Lloyd said that if they meet the 150 ft setback then yes. Councilmember Haney asked if they would have to notify residents coming in? Lloyd said that residents purchasing the home would have to do their due diligence. Haney talked about potentially using a waiver system but what would be the purpose of the 1500 ft setback since applicants would likely abuse it.

Mayor Sartor, said he would prefer 1500 ft.

Councilmember Hastings asked about a future agenda item. He asked if there could be a couple different options for an action item for a future agenda item? Jeff said they could.

Assistant City Manager Lloyd Abrams said they would take the various recommendations back to P&Z and see where they are then bring that back to council. Councilmember Haney clarified that the project that meets the 1500 ft and if it could be approved in August? Lloyd said that could do the process quickly and potentially do August 4th.

H. Call To The Public

Meeting recessed at 8:16 PM

Meeting reconvened at 8:27 PM

John Scott, came to talk about Islam and Mosques in Surprise.
Mary Becker, came to talk about the history of the country.
Marsha Hill, came to talk about Islam and Mosques in Surprise.
Alex Christ, came to talk about City Budget and Economic Improvements.
Dianne Eden-Giordano, came to talk about City Leadership.
Anne Bendheim, came to talk about the DHS Property Acquisition.
Brittney Bishop, came to talk about the DHS Property Acquisition.
Jennifer McCann, came to talk about the DHS Property Acquisition.
Taylor Bhone, came to talk about the DHS Property Acquisition.
Brent Peak, came to talk about the DHS Property Acquisition.
Kayla Bishop, came to talk about the DHS Property Acquisition.
Natalie Bautista, came to talk about the DHS Property Acquisition.
Cali Overs, came to talk about the DHS Property Acquisition.
Cindy Bray, came to talk about the DHS Property Acquisition.
Jason Chavez, came to talk about the DHS Property Acquisition.
Ariane Redding, came to talk about the DHS Property Acquisition.
Liz Demeter, came to talk about the DHS Property Acquisition.
David Israel, came to talk about the DHS Property Acquisition.
Roz Melling-Durocher, came to talk about the DHS Property Acquisition.
Allyssa Estavillo, came to talk about the DHS Property Acquisition.
Judith Cornel, came to talk about the DHS Property Acquisition.
Karina Ramirez, came to talk about the DHS Property Acquisition.
Jeremy Paraza, came to talk about the DHS Property Acquisition.

I. Other Business and Future Agenda Items

Councilmember Duffy asked staff to research what a catastrophic event would look like at a chemical storage facility within the city.

J. City Council Reports

Councilmember Hastings, thanked staff for their work on the budget. He talked about expanded employee benefits for counseling services and new bereavement policy for families experiencing pregnancy loss.

K. Executive Session

8. Executive Session Items

L. Adjournment
Motion: To Adjourn
Initiated By: Nick Haney
Seconded By: None

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 9:37 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, June 16, 2026.**

_____
Kristi Passarelli, City Clerk

CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, June 16, 2026 @ 4:30 PM
COUNCIL CHAMBERS

Council Chamber doors will open at least 30 minutes prior to the start of the meeting.

A. Call To Order
Mayor Sartor called the City Council Work Session of June 16, 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, Councilmembers Chris Judd, Jack Hastings, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance
Mayor Sartor led in the Pledge of Allegiance.

D. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion related to the Public Safety Master Plan

Police Chief Evan Becher, and Fire Chief Kevin Spirlong; came to present this item. Stewart Gary came to present from Citygate. Stewart talked about Population Growth Projections, Population Density and Growth Areas, Planning Philosophy and Policy Framework, Key Takeaway, Near-Term Needs Before New Stations, Growth Driving Expanded Services, Impact of Growth, Coverage Gaps Will Widen as the City Grows, Critical Recommendations: Deployment, Critical Recommendations: Headquarters Staffing, Critical Recommendations: Programs (EMS, Training, Wellness), Fire Station Roadmap, Future Station Coverage and Growth Map, Public Safety Center Capital Needs, Council Policy Direction / Near-Term Next Steps, and Accomplishments to Date

Kevin Spirlong, talked about anticipating the growth of the City and strategies employed so far.

Councilmember Duffy, asked about the 74 full-time personnel and if they were anticipating retirement numbers or population? Brendan said the 74 are new positions and not including retirement.

Thomas Woodward, and Jack Serir from Citygate came to present the PD portion of this item. Tom talked about Purpose and Policy Framework, Key Takeaway: A Strong Department that is Strained, Meeting Today's Service Demand, Growth Driving Continued Staffing Increases, Impact of Growth, Patrol Utilization Exceeds Best Practice Targets, Patrol is Functioning Below Needed Strength, Growth Will Require Stations in

Beats 32 and 42.
Jack talked about Public Safety Center Capital Needs, Staffing Roadmap: Phased Additions Over Five Years, Division Reviews: Office of the Chief & Agency Support, Division Reviews: Criminal Investigations & Tactical Support, Recommendations and Implementation Plan, Council Policy Direction: Near-Term Next Steps, and Accomplishments to Date.

Chief Beecher talked about the collaboration with Citygate. He talked about staffing challenges and meeting recommendations. Deputy Fire Chief Cody Worrell came to fill in for Chief Spirlong.

Vice-Mayor Greenberg, asked what would happen if a station is built but doesn't get recruits? Chief Beecher talked about implementing new processes to get people involved. He talked about how people want to invest into their community. Cody said the situation was similar in the Fire Department. He talked about engaging with the community.

Councilmember Melton, asked about case management within the City in relation to growth? Chief Beecher, talked about case management and population growth and how they try to keep pace with it.

Councilmember Hastings, talked about the City getting bigger, and the need to grow public safety as well. He talked about the benefit of having a third party come in to offer perspective.

Councilmember Haney asked how they City would go about implementing some of the changes? Brendan said they would talk about it being addressed at a future budget retreat in the fall.

Mayor Sartor, talked about looking forward to handling the challenges.

2. Presentation and discussion related to the Parks & Recreation Master Plan

Parks & Recreation Director, Holly Osborn, came to present this item along with Jay Hicks from Sticks Studios. She talked about the Master Plan, Public Outreach & Community Priorities, Trends Demands & Forecasting, the Current Outlook, Amenities, Open Space, Parks & Recreation Needs through 2045, and Amenities - Future Needs.
Jay talked about Forecast 2045 - Parks and Open Spaces (Acres), Parks Distribution - Service Areas, Regional Park Distribution, Green Armature, Open Space & Natural Lands, and Bikes Paths & Trails.
Holly talked about the Key Take Aways & Next Steps.

Councilmember Hastings, asked if there were any recreation amenities residents are looking for? And if there was any interest in indoor facilities? Holly said that they had done a survey and talked about pickle ball and playgrounds. Jay talked about local benchmarking helping.

City Manager Andrea Davis talked about how this will be brought back at the budget retreat.

Councilmember Judd, said that he thinks Parks are a need for the City. He asked about the 547 acres? Jay said it was 547 acres more. Councilmember Judd asked about McMicken damn and that there would be fantastic parts for parks while maintaining the

wildlife corridor. He asked if there was anything about the archery range. Holly said it was a specialty park. Councilmember Judd talked about going after the bureau of reclamation area and starting the process now.

Mayor Sartor asked what the council needs to do to step forward with the plan? Holly said it should be talked about at the budget retreat. She talked about that bond funding would likely been needed to help make a regional park, and acquiring additional lands. Jay talked about setting up grades and drainages and how it helps in the future.

E. Executive Session

1. Executive Session Items

F. Adjournment

Motion: To Adjourn
Initiated By: Nick Haney
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

The Meeting Adjourned at 5:44 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, June 16, 2026.**

_____
Kristi Passarelli, City Clerk

Council Meeting Date: August 4, 2026
Submitting Department: Public Works
Staff Recommendations:

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

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

Agenda Wording:
Consideration and action declaring to enlarge an existing street lighting improvement district known as City of Surprise, Arizona, SU-ASANTEPAR4.5 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution 2026-110.

Motion:
I move to approve Resolution 2026-110.

Background:
SU-ASANTEPAR4.5 was formed October 16, 2018 (Resolution 2018-151). Since the time of formation, new parcels have been formed in and around the original SLID boundary. This action will enlarge 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 mortgages and other lien holders. 194 (estimated) new lights are proposed within this enlargement which are located along local and collector roads and will be billed to the SU-ASANTEPAR4.5 SLID. The arterial roads will be billed to the City's SLID account.

Objective Analysis:
A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of 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 street lights within the SLID enlargement area are 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 street lights within the SLID enlargement area are not illuminated, there is no revenue or expense budgeted in FY2027 nor are there budgets planned for FY2028 for the SLID. If the street lights within the SLID enlargement area are illuminated in FY2027 or FY2028, expenses will be charged to the SLID and recuperated with a future levy.

FTE Impact:

This action does not change the full-time equivalent count.

ATTACHMENTS:

1. 01 Draft Resolution SLID Enlargement Asante North
2. 02 SLID Petition Enlargement Asante North
3. 03 FS25-0896 Asante North Jomax West SL
4. 03 FS25-0897 Asante North Cottontail Lane SL
5. 03 FS25-0898 Asante North Jomax East SL
6. 03 FS25-1073 Asante North Unit 1 SL
7. 03 FS25-1074 Asante North Unit 2 SL
8. 03 FS25-1092 Asante North Unit 3 SL
9. 03 FS25-1093 Asante North Unit 4 SL
10. 03 FS25-1094 Asante North Unit 5 SL
11. 04 SLID-Asante North Streetlight Exhibit

RESOLUTION # 2026-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, SU-ASANTEPAR4.5 STREET LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on October 16, 2018, the Mayor and City Council of the City of Surprise, Arizona, adopted Resolution No. 2018-151, ordering the formation of the **CITY OF SURPRISE, ARIZONA, SU-ASANTEPAR4.5 STREET 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 May 7, 2024, and September 17, 2024, the Mayor and City Council of the City of Surprise adopted Resolution Nos. 2024-52 and 2024-71, ordering the enlargement of the District;

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

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

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

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

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

Section 1. *District Enlargement*. The **CITY OF SURPRISE, ARIZONA, SU-ASANTEPAR4.5 STREET LIGHTING IMPROVEMENT DISTRICT** shall be enlarged by the addition of the property described in **Exhibit A** and shown in **Exhibit B**, which are

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

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

APPROVED AND ADOPTED this _____ day of _____, 2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

EXHIBIT A

Legal Description

EXHIBIT "A"
ASANTE NORTH
STREET LIGHT IMPROVEMENT DISTRICT
LEGAL DESCRIPTION

A parcel of land situate within a portion of Section 2, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Southeast Corner of Section 35, Township 5 North, Range 2 West, monumented by a 2-inch Aluminum cap stamped " 5N, 2W, SC S35, S36, T4N, S2, 37174" Dated 2007 from which South Quarter Corner of Section 36, Township 5 North, Range 2 West, monumented by a 2-inch brass cap stamped " General Land Office T5N, R2W, S34,S35,CC,T4N, dated 1916, bears as the Basis of Bearings, South 89°40'45" East, 2639.49 feet;

Thence South 89°40'45" East along the northerly line of said Section 2, a distance of 907.94 feet to the Northeast corner of said Section 2;

Thence South 00°46'45" West along the easterly line of said Section 2, a distance of 788.42 feet to the westerly line of the Final Plat of Asante – Unit 3.4A and 3.4B recorded in Book 1802, Page 18, Maricopa County Recorder's Office, Maricopa County, Arizona;

Thence South 43°31'21" West along said westerly line, 3416.14 feet to the southerly right of way line of Pat Tillman Boulevard;

Thence along said southerly right of way line the following 13 courses;

Thence North 46°28'39" West, 511.74 feet to the beginning of a tangent curve concave southwesterly, having a radius of 1395.00 feet;

Thence northwesterly along said curve to the left, through a central angle of 33°35'44", an arc length of 817.96 feet to a point of tangency;

Thence North 80°04'23" West, 484.96 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 1505.00 feet;

Thence northwesterly along said curve to the right, through a central angle of 15°06'31", an arc length of 396.86 feet to a point of non-tangency;

Thence South 71°07'01" West, 28.63 feet;

Thence North 72°31'43" West, 60.81 feet;

Thence North 17°21'56" West, 28.68 feet to the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North 28°49'46" East, 1515.00 feet;

Thence northwesterly along said curve to the right, through a central angle of 07°45'10", an arc length of 205.00 feet to a point of non-tangency;

Thence North 36°34'56" East, 10.00 feet to the beginning of a non-tangent curve, concave northeasterly, whose radius point bears North 36°34'56" East, 1505.00 feet;

Thence northwesterly along said curve to the right, through a central angle of 42°35'37", an arc length of 1118.81 feet to a point of non-tangency;

Thence North 10°49'27" West, 13.38 feet;

Thence South 79°10'33" West, 10.00 feet;

Thence North 10°49'27" West, 180.00 feet;

Thence North 55°49'27" West, 28.28 feet;

Thence South 79°10'33" West, 16.00 feet;

Thence North 10°49'27" West, 146.00 feet;

Thence North 34°10'33" East, 42.43 feet;

Thence North 79°10'33" East, 136.00 feet to the northerly Right of way line of Jomax Road;

Thence along said northerly right of way line the following 6 courses;

Thence South 55°49'27" East, 46.67 feet;

Thence North 79°10'33" East, 129.86 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 1353.00 feet;

Thence northeasterly along said curve to the left, through a central angle of 07°25'00", an arc length of 175.14 feet to a point of non-tangency;

Thence South 17°41'49" East, 10.00 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 18°14'13" West, 1363.00 feet;

Thence northeasterly along said curve to the left, through a central angle of 20°00'44", an arc length of 476.07 feet to a point of tangency also being referred to hereon as Point “A”;

Thence North 51°45'03" East, 570.76 feet to the beginning of a tangent curve concave southeasterly, having a radius of 1505.00 feet;

Thence northeasterly along said curve to the right, through a central angle of 01°19'53", an arc length of 34.97 feet to a point of non-tangency;

Thence North 09°10'36" East, 28.63 feet;

Thence North 35°06'34" West, 41.16 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 327.50 feet;

Thence along said curve to the right, through a central angle of 29°52'31", an arc length of 170.76 feet to the beginning of a tangent reverse curve, concave southwesterly, having a radius of 35.00 feet;

Thence northwesterly along said curve to the left, through a central angle of 84°27'34", an arc length of 51.59 feet to a point of non-tangency;

Thence South 89°41'37" East along the northerly line of the northeast quarter of said Section 2, a distance of 104.35 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 81°42'24" West, 58.00 feet;

Thence southwesterly along said curve to the right, through a central angle of 24°09'12", an arc length of 24.45 feet to the beginning of a tangent reverse curve, concave southeasterly, having a radius of 30.00 feet;

Thence southwesterly along said curve to the left, through a central angle of 41°20'13", an arc length of 21.64 feet to the beginning of a tangent compound curve, concave northeasterly, having a radius of 272.50 feet;

Thence southeasterly along said curve to the left, through a central angle of 26°13'09", an arc length of 124.70 feet to a point of non-tangency;

Thence South 35°06'34" East, 31.16 feet;

Thence South 79°24'01" East, 28.63 feet to the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 33°18'47" East, 1515.00 feet;

Thence northeasterly along said curve to the right, through a central angle of 16°46'36", an arc length of 443.60 feet to a point of non-tangency;

Thence South 89°41'31" East along the northerly line of said Section 2, a distance of 2493.64 feet to the **POINT OF BEGINNING**.

The above described parcel contains 10,837,804 square feet or 248.8017 acres more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land situate within a portion of Section 2, Township 4 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the aforementioned Point “A”;

Thence South 38°14’57” East, 55.00 feet to the centerline of Jomax Road being the **POINT OF BEGINNING;**

Thence North 51°45'03" East along said centerline, 144.24 feet;

Thence South 38°14'57" East, 132.00 feet to the easterly line of that property described in General Warranty Deed recorded at Document Number 2004-0452646, Maricopa County Recorder's Office, Maricopa County, Arizona;

Thence South 21°25'46" East along said easterly line, 614.47 feet to the southerly line of said property;

Thence South 20°27'06" West along said southerly line, 398.89 feet;

Thence South 62°19'57" West along said southerly line, 717.78 feet;

Thence South 46°13'05" West, 11.10 feet;

Thence South 46°06'43" West, 55.00 feet to the beginning of a non-tangent curve being the Centerline of Pat Tillman Road, concave northeasterly, whose radius point bears North 46°12'51" East, 1450.00 feet;

Thence northwesterly along said curve to the right, through a central angle of 32°57'42", an arc length of 834.17 feet to a point of tangency;

Thence North 10°49'27" West continuing along said centerline, 291.38 feet to the centerline of Jomax Road;

Thence North 79°10'33" East along said centerline line, 227.86 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 1418.00 feet;

Thence northeasterly along said curve to the left, through a central angle of 27°25'30", an arc length of 678.73 feet to the **POINT OF BEGINNING**.

The above described exception parcel contains 1,082,400 square feet or 24.4849 acres more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The above described parcel less the exception contains 9,754,849 square feet or 223.9405 acres more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: Colliers Engineering and Design
4742 North 24th Street, Suite 270
Phoenix, AZ 85016
Project No. 1909
Date: January 2026

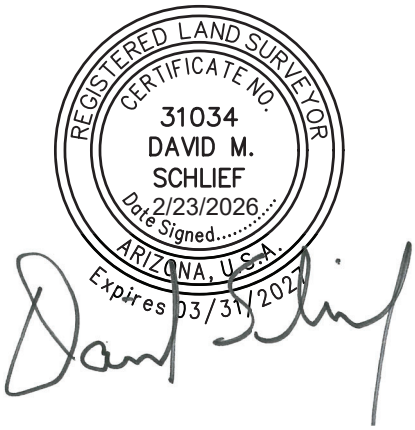
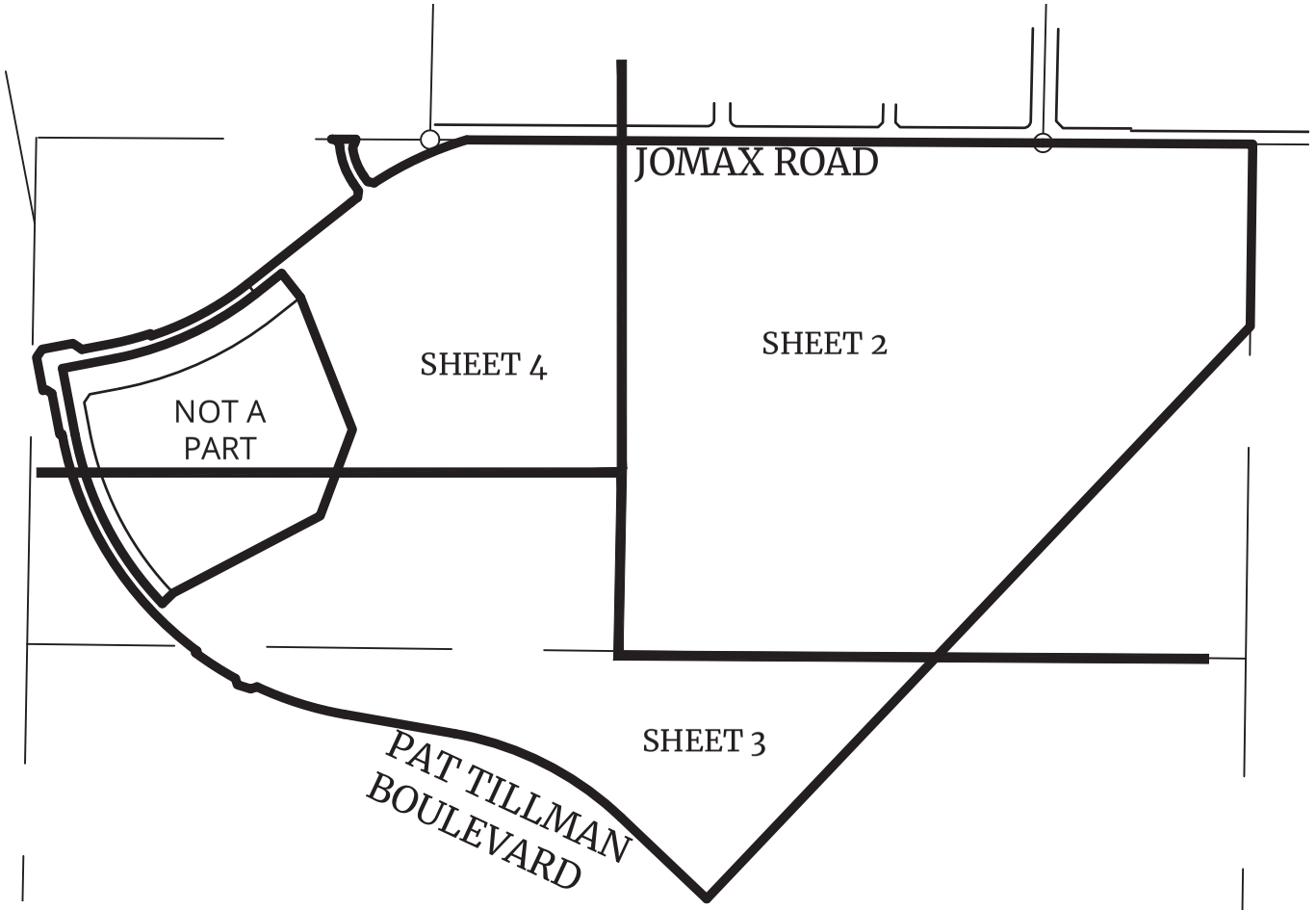


EXHIBIT B

Map



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31034
DAVID M.
SCHLIEF
Date Signed 2/23/2026
ARIZONA, U.S.A.
Expires 03/31/2027

PAGE 1 OF 5
SEE SHEET 5 FOR LINE AND CURVE TABLE

Formerly HILGARTWILSON

PROJ.NO.:	1909
DATE:	MAY 2025
SCALE:	1" = 800'
DRAWN BY:	JK
CHECKED BY:	DMS

ASANTE NORTH
STREET LIGHT IMPROVEMENT DISTRICT
SURPRISE, ARIZONA

EXHIBIT "B"

Colliers Engineering & Design
4742 N 24th Street, Suite 270
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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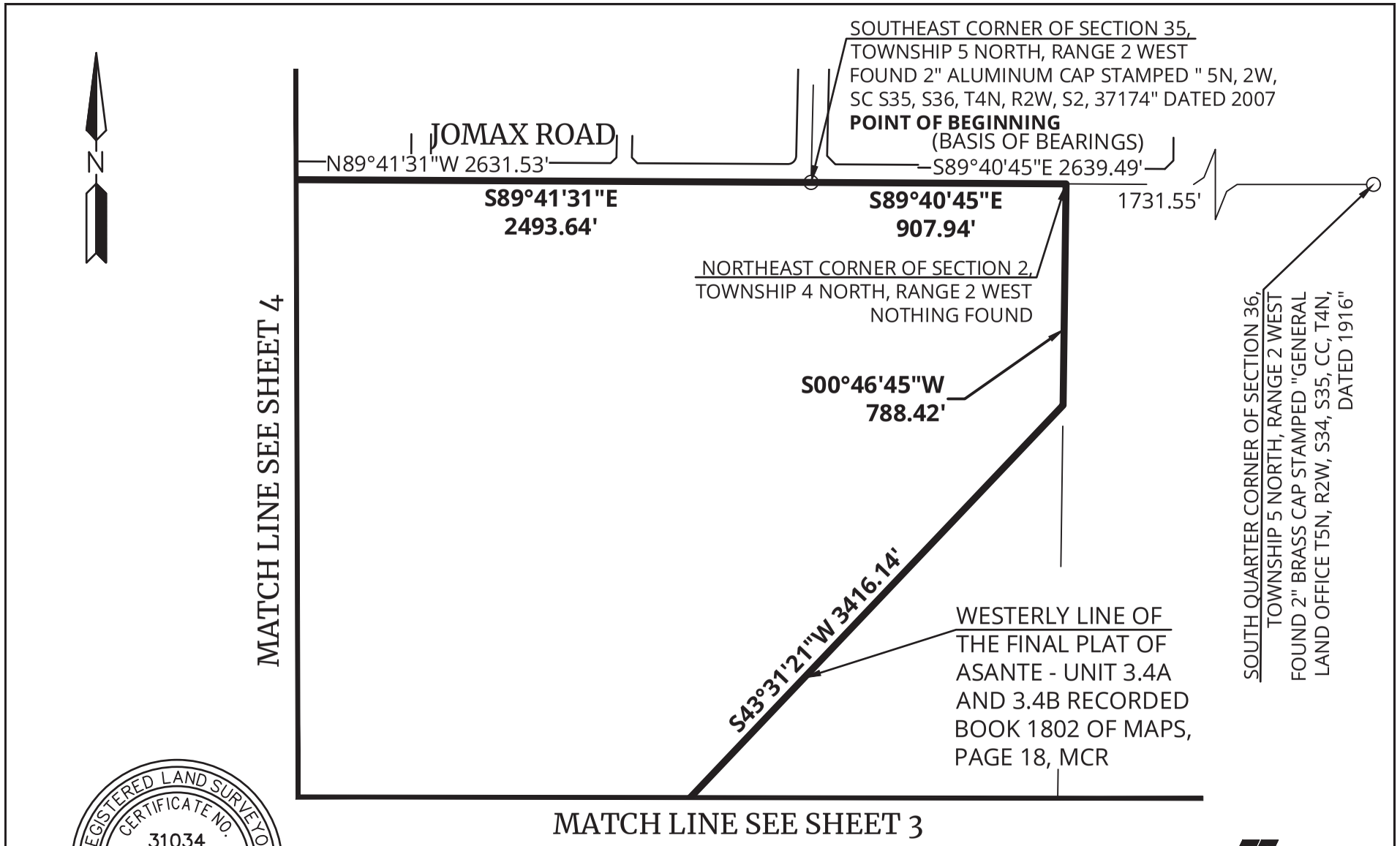

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PAGE 2 OF 5

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Formerly HILGARTWILSON

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ASANTE NORTH

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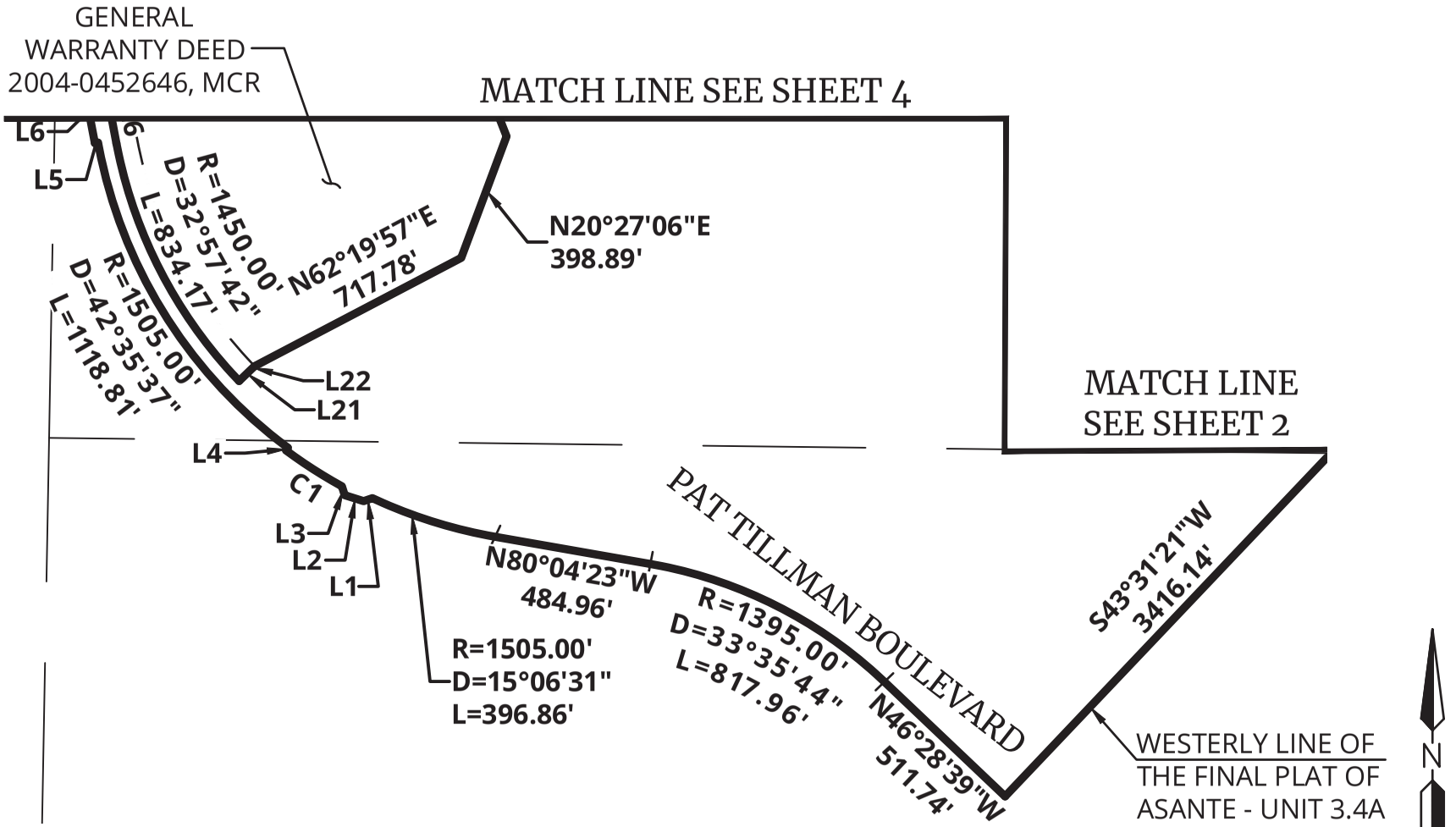

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PAGE 3 OF 5
SEE SHEET 5 FOR LINE AND CURVE TABLE

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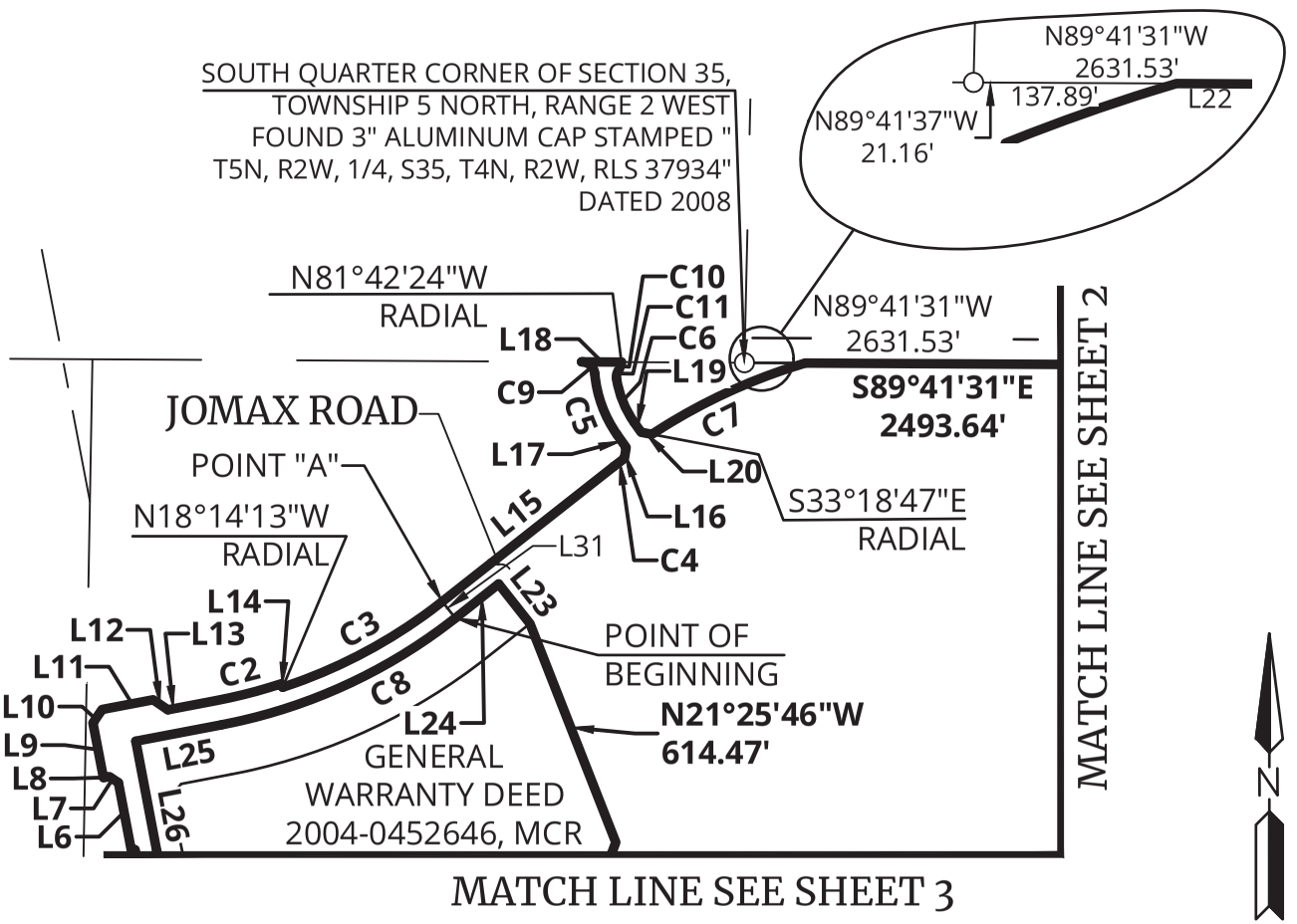

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PAGE 4 OF 5

SEE SHEET 5 FOR LINE AND CURVE TABLE

Formerly HILGARTWILSON

PROJ.NO.:	1909
DATE:	MAY 2025
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DRAWN BY:	JK
CHECKED BY:	DMS

ASANTE NORTH

STREET LIGHT IMPROVEMENT DISTRICT
SURPRISE, ARIZONA

EXHIBIT "B"

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S71°07'01"W	28.63'
L2	N72°31'43"W	60.81'
L3	S17°21'56"E	28.68'
L4	S36°34'56"W	10.00'
L5	N79°10'33"E	10.00'
L6	S10°49'27"E	180.00'
L7	N55°49'27"W	28.28'
L8	S79°10'33"W	16.00'
L9	N10°49'27"W	146.00'
L10	N34°10'33"E	42.43'
L11	N79°10'33"E	136.00'
L12	S55°49'27"E	46.67'
L13	S79°10'33"W	129.86'
L14	N17°41'49"W	10.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L15	N51°45'03"E	570.76'
L16	N09°10'36"E	28.63'
L17	N35°06'34"W	41.16'
L18	S89°41'37"E	104.35'
L19	S35°06'34"E	31.16'
L20	S79°24'01"E	28.63'
L21	N46°06'43"E	55.00'
L22	N46°13'05"E	11.10'
L23	N38°14'57"W	132.00'
L24	N51°45'03"E	144.24'
L25	S79°10'33"W	227.86'
L26	S10°49'27"E	291.38'
L31	S38°14'57"E	55.00'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	1515.00'	7°45'10"	205.00'
C2	1353.00'	7°25'00"	175.14'
C3	1363.00'	20°00'44"	476.07'
C4	1505.00'	1°19'53"	34.97'
C5	327.50'	29°52'31"	170.76'
C6	272.50'	26°13'09"	124.70'
C7	1515.00'	16°46'36"	443.60'
C8	1418.00'	27°25'30"	678.73'
C9	35.00'	84°27'34"	51.59'
C10	58.00'	24°09'12"	24.45'
C11	30.00'	41°20'13"	21.64'

REGISTERED LAND SURVEYOR
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ARIZONA, U.S.A.
Expires 03/31/2027

PAGE 5 OF 5

PROJ.NO.:	1909
DATE:	MAY 2025
SCALE:	1" = 800'
DRAWN BY:	JK
CHECKED BY:	DMS

ASANTE NORTH
STREET LIGHT IMPROVEMENT DISTRICT
SURPRISE, ARIZONA

EXHIBIT "B"

Formerly HILGARTWILSON

Colliers Engineering & Design
4742 N 24th Street, Suite 270
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Parcel Map Check Report

Client:	**Prepared by:**
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street

Date: 2/23/2026 7:06:53 AM

Parcel Name: SLID - OVERALL SLID
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:991,569.8530'	East:544,081.6620'

Segment# 1: Line	
Course: S89° 40' 45"E	Length: 907.94'
North: 991,564.7689'	East: 544,989.5878'

Segment# 2: Line	
Course: S0° 46' 45"W	Length: 788.42'
North: 990,776.4218'	East: 544,978.8664'

Segment# 3: Line	
Course: S43° 31' 21"W	Length: 3,416.14'
North: 988,299.3651'	East: 542,626.3778'

Segment# 4: Line	
Course: N46° 28' 39"W	Length: 511.74'
North: 988,651.7694'	East: 542,255.3131'

Segment# 5: Curve	
Length: 817.96'	Radius: 1,395.00'
Delta: 33°35'44"	Tangent: 421.12'
Chord: 806.30'	Course: N63° 16' 31"W
Course In: S43° 31' 21"W	Course Out: N9° 55' 37"E
RP North: 987,640.2493'	East: 541,294.6612'
End North: 989,014.3639'	East: 541,535.1485'

Segment# 6: Line
Course: N80° 04' 23"W
Length: 484.96'
North: 989,097.9673'
East: 541,057.4492'

Segment# 7: Curve
Length: 396.86'
Radius: 1,505.00'
Delta: 15°06'31"
Tangent: 199.59'
Chord: 395.71'
Course: N72° 31' 08"W
Course In: N9° 55' 37"E
Course Out: S25° 02' 08"W
RP North: 990,580.4349'
East: 541,316.8996'
End North: 989,216.8367'
East: 540,680.0128'

Segment# 8: Line
Course: S71° 07' 01"W
Length: 28.63'
North: 989,207.5709'
East: 540,652.9237'

Segment# 9: Line
Course: N72° 31' 43"W
Length: 60.81'
North: 989,225.8279'
East: 540,594.9190'

Segment# 10: Line
Course: N17° 21' 56"W
Length: 28.68'
North: 989,253.2007'
East: 540,586.3590'

Segment# 11: Curve
Length: 205.00'
Radius: 1,515.00'
Delta: 7°45'10"
Tangent: 102.66'
Chord: 204.84'
Course: N57° 17' 39"W
Course In: N28° 49' 46"E
Course Out: S36° 34' 56"W
RP North: 990,580.4300'
East: 541,316.8980'
End North: 989,363.8813'
East: 540,413.9947'

Segment# 12: Line
Course: N36° 34' 56"E
Length: 10.00'
North: 989,371.9114'
East: 540,419.9545'

Segment# 13: Curve
Length: 1,118.81'
Radius: 1,505.00'

Delta: 42°35'37"
Tangent: 586.68'
Chord: 1,093.23'
Course: N32° 07' 15"W
Course In: N36° 34' 56"E
Course Out: S79° 10' 33"W
RP North: 990,580.4300'
East: 541,316.8980'
End North: 990,297.7976'
East: 539,838.6747'

Segment# 14: Line
Course: N10° 49' 27"W
Length: 13.38'
North: 990,310.9396'
East: 539,836.1620'

Segment# 15: Line
Course: S79° 10' 33"W
Length: 10.00'
North: 990,309.0616'
East: 539,826.3399'

Segment# 16: Line
Course: N10° 49' 27"W
Length: 180.00'
North: 990,485.8591'
East: 539,792.5367'

Segment# 17: Line
Course: N55° 49' 27"W
Length: 28.28'
North: 990,501.7449'
East: 539,769.1402'

Segment# 18: Line
Course: S79° 10' 33"W
Length: 16.00'
North: 990,498.7402'
East: 539,753.4249'

Segment# 19: Line
Course: N10° 49' 27"W
Length: 146.00'
North: 990,642.1426'
East: 539,726.0067'

Segment# 20: Line
Course: N34° 10' 33"E
Length: 42.43'
North: 990,677.2457'
East: 539,749.8411'

Segment# 21: Line
Course: N79° 10' 33"E
Length: 136.00'
North: 990,702.7859'
East: 539,883.4214'

Segment# 22: Line
Course: S55° 49' 27"E
North: 990,676.5697'
Length: 46.67'
East: 539,922.0323'

Segment# 23: Line
Course: N79° 10' 33"E
North: 990,700.9569'
Length: 129.86'
East: 540,049.5819'

Segment# 24: Curve
Length: 175.14'
Delta: 7°25'00"
Chord: 175.02'
Course In: N10° 49' 27"W
RP North: 992,029.8845'
End North: 990,744.8738'
Radius: 1,353.00'
Tangent: 87.69'
Course: N75° 28' 03"E
Course Out: S18° 14' 27"E
East: 539,795.4944'
East: 540,218.9994'

Segment# 25: Line
Course: S17° 41' 49"E
North: 990,735.3470'
Length: 10.00'
East: 540,222.0393'

Segment# 26: Curve
Length: 476.07'
Delta: 20°00'44"
Chord: 473.65'
Course In: N18° 14' 13"W
RP North: 992,029.8841'
End North: 990,959.4849'
Radius: 1,363.00'
Tangent: 240.48'
Course: N61° 45' 25"E
Course Out: S38° 14' 57"E
East: 539,795.4920'
East: 540,639.3014'

Segment# 27: Line
Course: N51° 45' 03"E
North: 991,312.8324'
Length: 570.76'
East: 541,087.5341'

Segment# 28: Curve
Length: 34.97'
Delta: 1°19'53"
Chord: 34.97'
Course In: S38° 14' 57"E
RP North: 990,130.9169'
Radius: 1,505.00'
Tangent: 17.49'
Course: N52° 24' 59"E
Course Out: N36° 55' 04"W
East: 542,019.2533'

End North: 991,334.1619' East: 541,115.2475'

Segment# 29: Line
Course: N9° 10' 36"E Length: 28.63'
North: 991,362.4254' East: 541,119.8133'

Segment# 30: Line
Course: N35° 06' 34"W Length: 41.16'
North: 991,396.0966' East: 541,096.1406'

Segment# 31: Curve
Length: 170.76' Radius: 327.50'
Delta: 29°52'31" Tangent: 87.37'
Chord: 168.84' Course: N20° 10' 19"W
Course In: N54° 53' 26"E Course Out: S84° 45' 57"W
RP North: 991,584.4550' East: 541,364.0536'
End North: 991,554.5783' East: 541,037.9192'

Segment# 32: Curve
Length: 51.59' Radius: 35.00'
Delta: 84°27'34" Tangent: 31.77'
Chord: 47.05' Course: N47° 27' 50"W
Course In: S84° 45' 57"W Course Out: N0° 18' 23"E
RP North: 991,551.3854' East: 541,003.0651'
End North: 991,586.3849' East: 541,003.2523'

Segment# 33: Line
Course: S89° 41' 37"E Length: 104.35'
North: 991,585.8269' East: 541,107.6008'

Segment# 34: Curve
Length: 24.45' Radius: 58.00'
Delta: 24°09'12" Tangent: 12.41'
Chord: 24.27' Course: S20° 22' 12"W
Course In: N81° 42' 24"W Course Out: S57° 33' 11"E
RP North: 991,594.1929' East: 541,050.2073'
End North: 991,563.0748' East: 541,099.1529'

Segment# 35: Curve
Length: 21.64'
Radius: 30.00'
Delta: 41°20'13"
Tangent: 11.32'
Chord: 21.18'
Course: S11° 46' 42"W
Course In: S57° 33' 11"E
Course Out: S81° 06' 35"W
RP North: 991,546.9792'
East: 541,124.4695'
End North: 991,542.3430'
East: 541,094.8299'

Segment# 36: Curve
Length: 124.70'
Radius: 272.50'
Delta: 26°13'09"
Tangent: 63.46'
Chord: 123.61'
Course: S21° 59' 59"E
Course In: N81° 06' 35"E
Course Out: S54° 53' 26"W
RP North: 991,584.4559'
East: 541,364.0562'
End North: 991,427.7302'
East: 541,141.1362'

Segment# 37: Line
Course: S35° 06' 34"E
Length: 31.16'
North: 991,402.2396'
East: 541,159.0575'

Segment# 38: Line
Course: S79° 24' 01"E
Length: 28.63'
North: 991,396.9732'
East: 541,187.1990'

Segment# 39: Curve
Length: 443.60'
Radius: 1,515.00'
Delta: 16°46'36"
Tangent: 223.40'
Chord: 442.02'
Course: N65° 04' 31"E
Course In: S33° 18' 47"E
Course Out: N16° 32' 10"W
RP North: 990,130.9146'
East: 542,019.2571'
End North: 991,583.2550'
East: 541,588.0584'

Segment# 40: Line
Course: S89° 41' 31"E
Length: 2,493.64'
North: 991,569.8478'
East: 544,081.6624'

Perimeter: 14,355.84'
Area: 10,837,804Sq.Ft.
Error Closure: 0.0052
Course: S4° 04' 15"E

Error North : -0.00517 East: 0.00037

Precision 1: 2,760,734.62

Parcel Name: Survey Site - EXCLUDED
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:990,916.2949' East:540,673.3542'

Segment# 1: Line
Course: N51° 45' 03"E Length: 144.24'
North: 991,005.5914' East: 540,786.6296'

Segment# 2: Line
Course: S38° 14' 57"E Length: 132.00'
North: 990,901.9284' East: 540,868.3485'

Segment# 3: Line
Course: S21° 25' 46"E Length: 614.47'
North: 990,329.9378' East: 541,092.8483'

Segment# 4: Line
Course: S20° 27' 06"W Length: 398.89'
North: 989,956.1909' East: 540,953.4693'

Segment# 5: Line
Course: S62° 19' 57"W Length: 717.78'
North: 989,622.8971' East: 540,317.7623'

Segment# 6: Line
Course: S46° 13' 05"W Length: 11.10'
North: 989,615.2169' East: 540,309.7484'

Segment# 7: Line
Course: S46° 06' 43"W Length: 55.00'
North: 989,577.0880' East: 540,270.1101'

Segment# 8: Curve
Length: 834.17'
Radius: 1,450.00'
Delta: 32°57'42"
Tangent: 428.98'
Chord: 822.72'
Course: N27° 18' 18"W
Course In: N46° 12' 51"E
Course Out: S79° 10' 33"W
RP North: 990,580.4368'
East: 541,316.9106'
End North: 990,308.1332'
East: 539,892.7088'

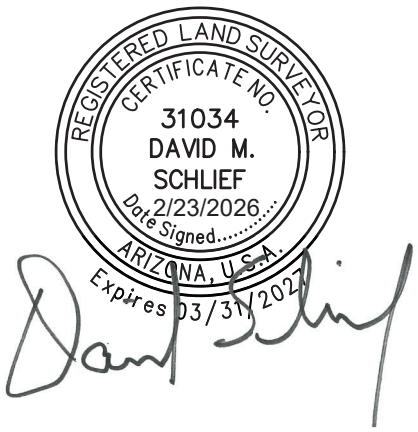
Segment# 9: Line
Course: N10° 49' 27"W
Length: 291.38'
North: 990,594.3290'
East: 539,837.9889'

Segment# 10: Line
Course: N79° 10' 33"E
Length: 227.86'
North: 990,637.1201'
East: 540,061.7948'

Segment# 11: Curve
Length: 678.73'
Radius: 1,418.00'
Delta: 27°25'30"
Tangent: 346.00'
Chord: 672.27'
Course: N65° 27' 48"E
Course In: N10° 49' 27"W
Course Out: S38° 14' 57"E
RP North: 992,029.8912'
East: 539,795.5006'
End North: 990,916.2991'
East: 540,673.3597'

Perimeter: 4,105.63'
Area: 1,082,400Sq.Ft.
Error Closure: 0.0069
Course: N52° 59' 06"E
Error North : 0.00413
East: 0.00548

Precision 1: 595,017.39



STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

The name of the existing street light improvements district to be enlarged:
SU-ASANTEPAR4.5
(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
Asante Development Partners/Jorge Villasenor		503-73-940H	Jorge Villasenor
Asante Development Partners/Jorge Villasenor		503-73-940J	Jorge Villasenor

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.

ASANTE NORTH- JOMAX RD. & PAT TILLMAN BLVD.
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND BEING SITUATED WITHIN SECTIONS 1 & 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

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

ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. HORNS CONSULTING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE 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 TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
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 SHOWN 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, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS 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) 222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECFICATION 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 ADDITIONAL NOTES

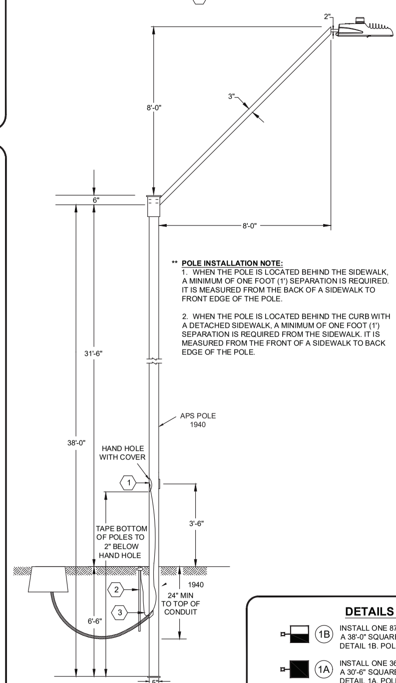
1 THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

2 CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)256-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

(1B) 87W LED (APS 8030) DETAIL 1B

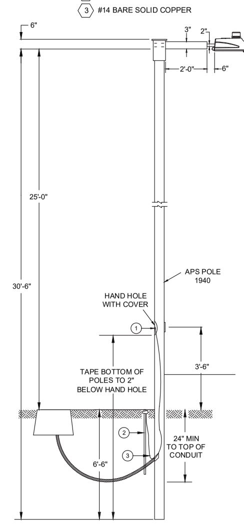
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



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

(1A) 36W LED (APS 8030) DETAIL 1A

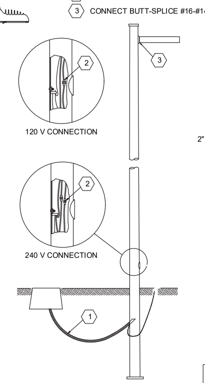
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



(2) (APS 8130) DETAIL 2

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

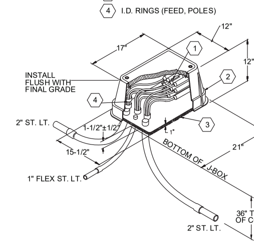
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



(3) (APS 8655) DETAIL 3

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

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



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

STREETLIGHT NOTE:
ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.

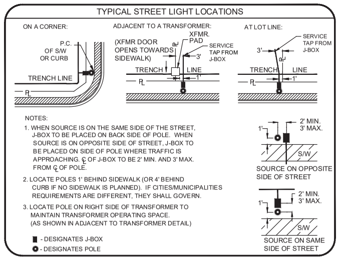
DETAILS AND LEGEND FOR STREETLIGHTS:

- (1B) INSTALL ONE 87W, 11,000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 40'-0" WITH ONE SINGLE 8' X 8' MAST ARM, SEE DETAIL 1B. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- (1A) INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- (2) INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- (3) INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE GRAY ROUND POLE TO BE REMOVED AS SPECIFIED ON DESIGN. (TO BE REMOVED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T.	PHOTOMETRIC	LUMINAIRE
1B		ARTERIAL	30	40'-0"	38'-0"	8' X 8'	11,000	LED	87W	240V	4000K	TYPE III	ERL1-0-11-C5-40-A-DKBZ
1A		LOCAL	2	25'-0"	30'-6"	2'-0"	4,850	LED	36W	120V	3000K	TYPE II WIDE	ERLC-0-05-B5-30-A-DKBZ
		ITEM DESCRIPTION											
2		1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3		INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

TYPICAL STREET LIGHT LOCATIONS



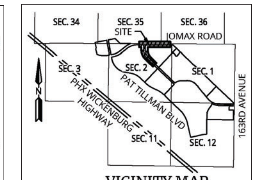
NOTES:
1. WHEN SOURCE IS ON THE SAME SIDE OF THE STREET, J-BOX TO BE PLACED ON BACK SIDE OF POLE. WHEN SOURCE IS ON OPPOSITE SIDE OF STREET, J-BOX TO BE PLACED ON SIDE OF POLE WHERE TRAFFIC IS APPROACHING. ℄ OF J-BOX TO BE 2' MIN. AND 3' MAX. FROM ℄ OF POLE.
2. LOCATE POLES 1' BEHIND SIDEWALK (OR 4'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

■ - DESIGNATES J-BOX
● - DESIGNATES POLE

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. COLLIERS ENGINEERING AND DESIGN MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.



VICINITY MAP
NTS

ENGINEER
COLLIERS ENGINEERING & DESIGN
4742 NORTH 24TH STREET, SUITE 270
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZACH.HILGART@COLLIERSENG.COM

OWNER
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JEFF GUNDERSON

MANAGER
LENNAR COMMUNITIES DEVELOPMENT, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JORGE VILLASENOR

BASIS OF BEARING
BASIS OF BEARING IS S00°43'44"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

BENCHMARK
FOUND 2" BRASS DISK IN THE NORTHEAST CURB RETURN ON PAT TILLMAN BOULEVARD, 500± WEST OF 163RD AVENUE STAMPED "CITY OF SURPRISE PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

THIS SET OF CONSTRUCTION PLANS HAS BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES FOR REVIEW AND TO DETERMINE ANY POTENTIAL CONFLICTS.

UTILITY COMPANY	COMPANY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	JEANINE GUARDINO	11-21-25
CENTURYLINK	CONFLICT REVIEW	11-21-25
COX CABLE	TRAFFIC & MGMT. CENTER	11-21-25
SOUTHWEST GAS	CONFLICT REVIEW	11-21-25

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 ORDINANCE.

CITY OF SURPRISE ENGINEER DATE

AS-BUILT CERTIFICATION
I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVED
ENGINEER OF RECORD DATE

REGISTRATION NO.

REGISTERED SURVEYOR DATE

REGISTRATION NO.

INDEX

1 ~ COVER SHEET
2 ~ LIGHTING LAYOUT
3 ~ LIGHTING LAYOUT
4 ~ LIGHTING LAYOUT
5 ~ LIGHTING LAYOUT
6 ~ PHOTOMETRICS
7 ~ PHOTOMETRICS
8 ~ PHOTOMETRICS
9 ~ PHOTOMETRICS

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

NOTICE OF EXTENDED PAYMENT PROVISION

THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS.

ASANTE NORTH
JOMAX RD. & PAT TILLMAN BLVD.
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 256-8990
www.hornsconsulting.com

Registered Professional Engineer (Electrical) CERTIFICATE NO. 28582 GREG D LARSON Date Signed 02-09-26 ARIZONA U.S.A.

NO.	REVISIONS	BY	DATE
7			
6			
5			
4			
3			
2			
1	CITY COMMENTS	DH	02/09/25

SHEET 1 OF 9

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL510BC

Designed By:	DH	9/26/2025
Drawn By:	DH	9/26/2025
Reviewed By:	GL	9/26/2025

FS25-0896

ASANTE NORTH- JOMAX RD. & PAT TILLMAN BLVD.
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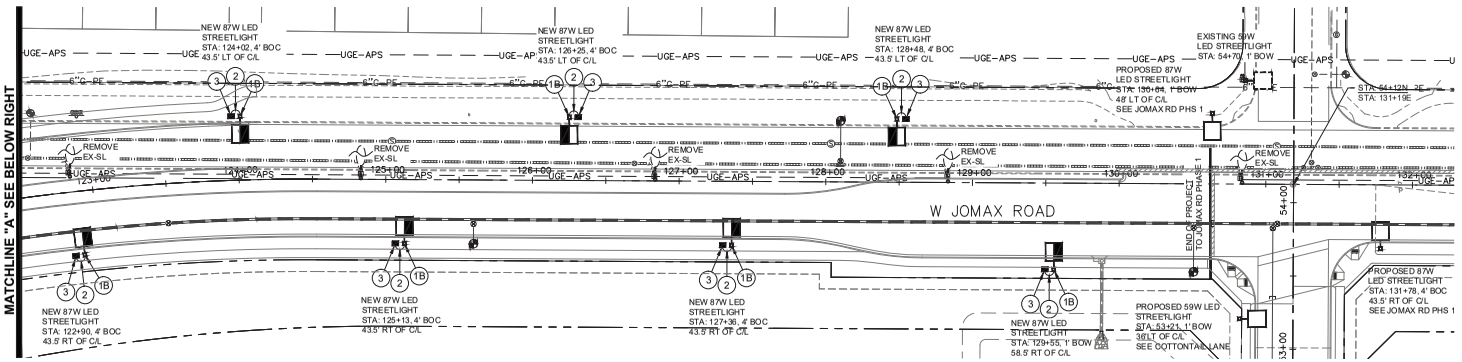

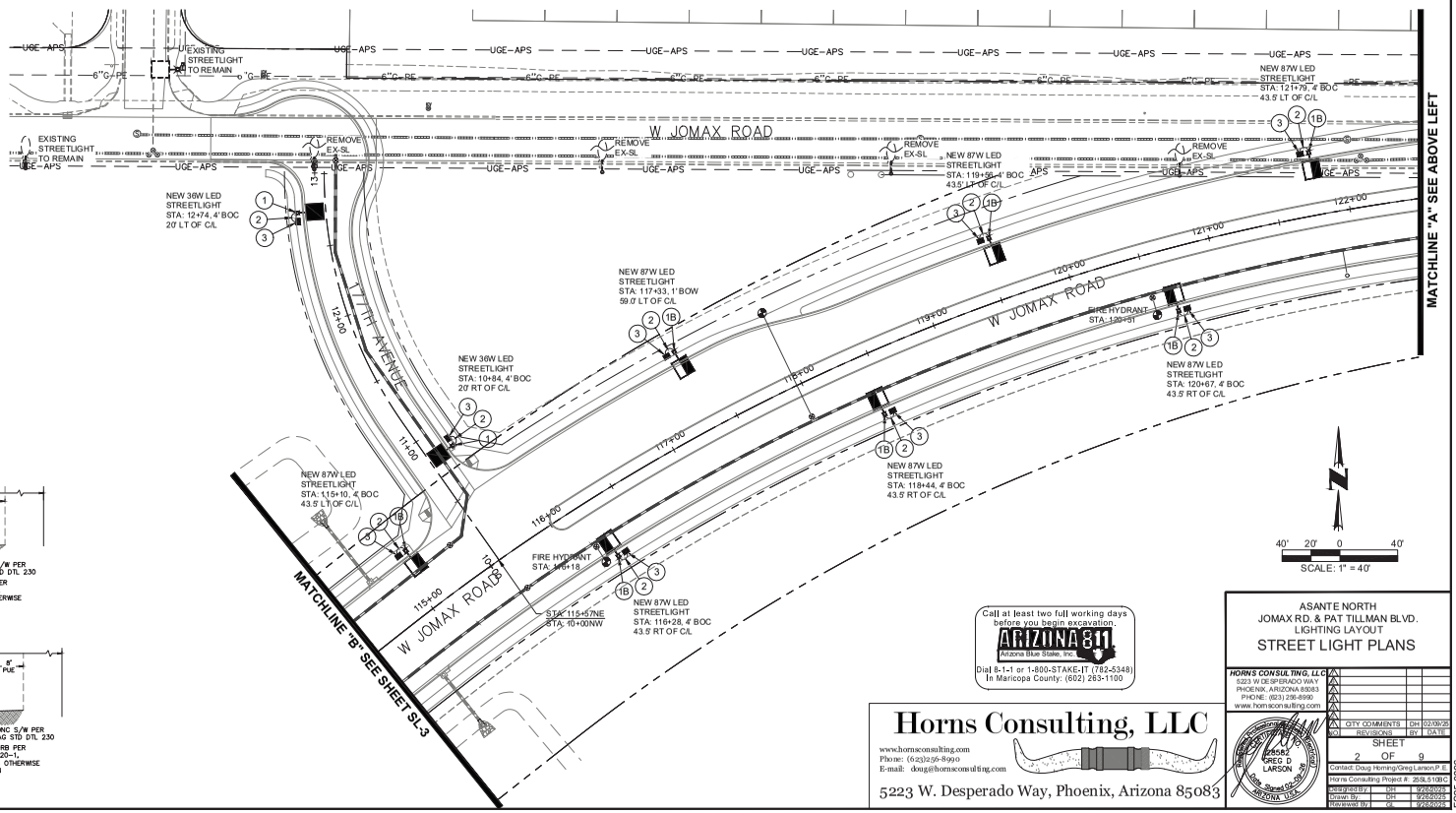

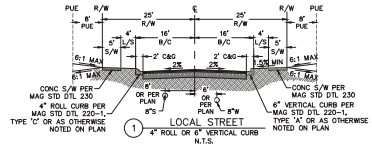

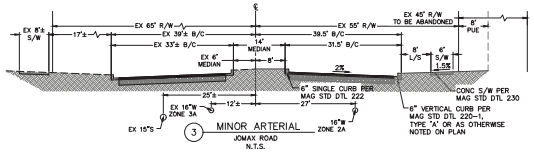

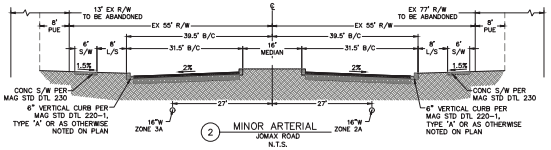

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NO	REVISION	BY	DATE
	CITY COMMENTS	DH	02/09/26

SHEET 2 OF 9

Contact: Doug Horning/Greg Larson,P.E.	
Horns Consulting Project #: 25SL5109C	
Designed By:	DH 9/26/2025
Drawn By:	DH 9/26/2025
Reviewed By:	GL 9/26/2025

FS25-0896

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STREETLIGHT PLANS
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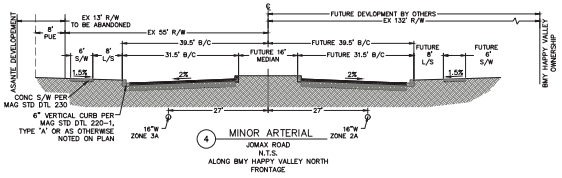

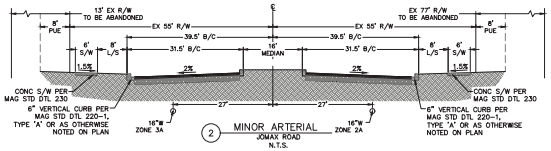

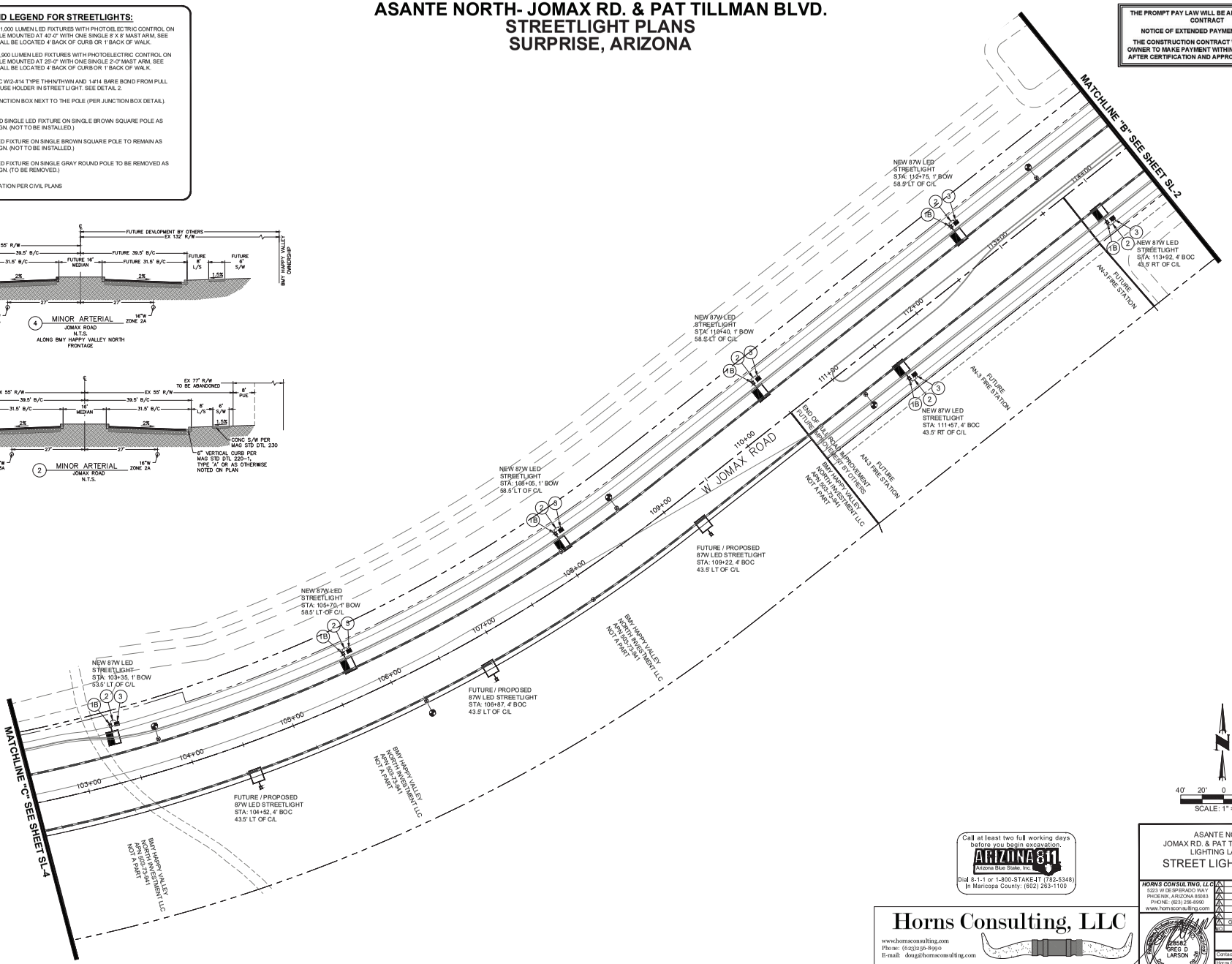

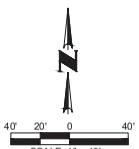

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NO	REVISIONS	BY	DATE
	CITY COMMENTS	DH	02/09/26

SHEET 3 OF 9

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25JL103C

Designed By:	DH	9/26/2025
Drawn By:	DH	9/26/2025
Reviewed By:	GL	9/26/2025

FS25-0896

ASANTE NORTH- JOMAX RD. & PAT TILLMAN BLVD.
STREETLIGHT PLANS
SURPRISE, ARIZONA

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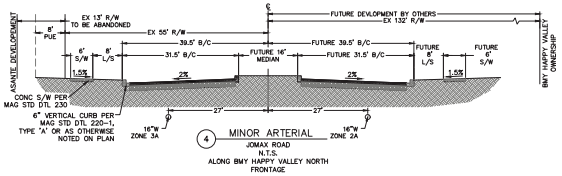

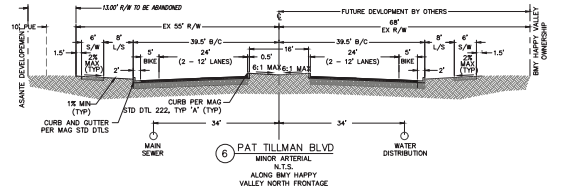

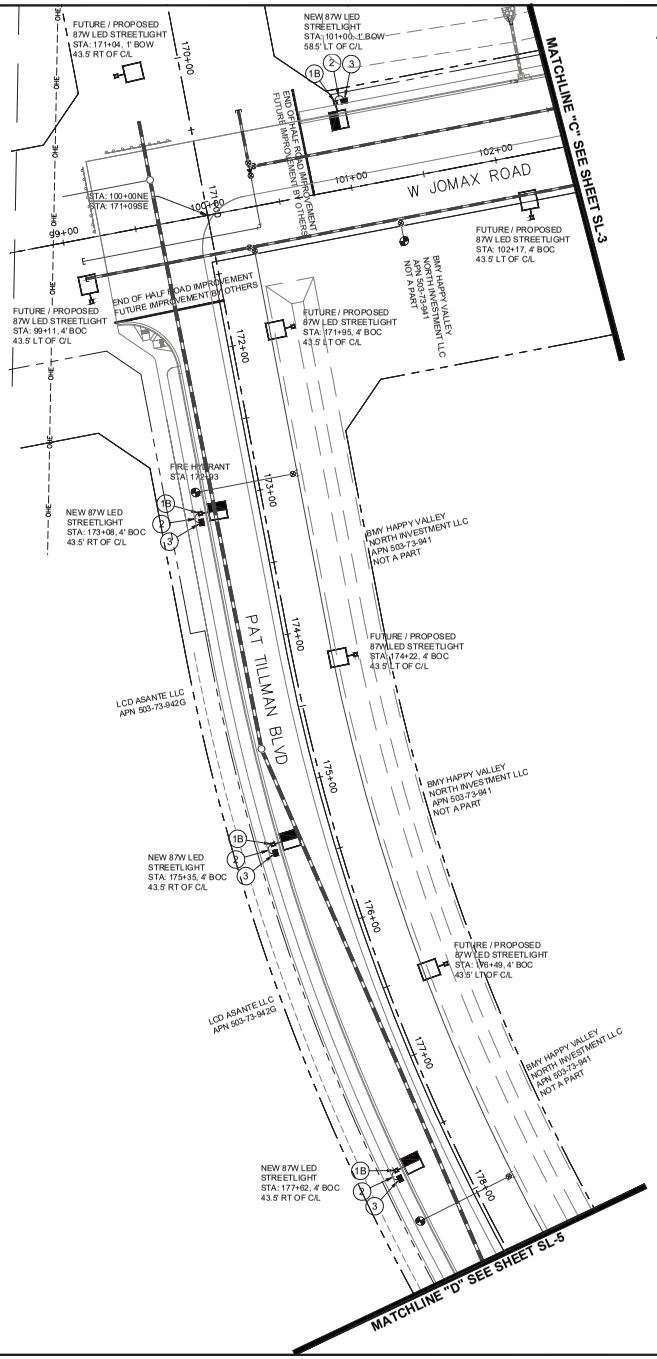

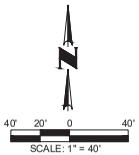

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NO	REVISIONS	BY	DATE
	CITY COMMENTS	DH	02/09/26

SHEET 4 OF 9

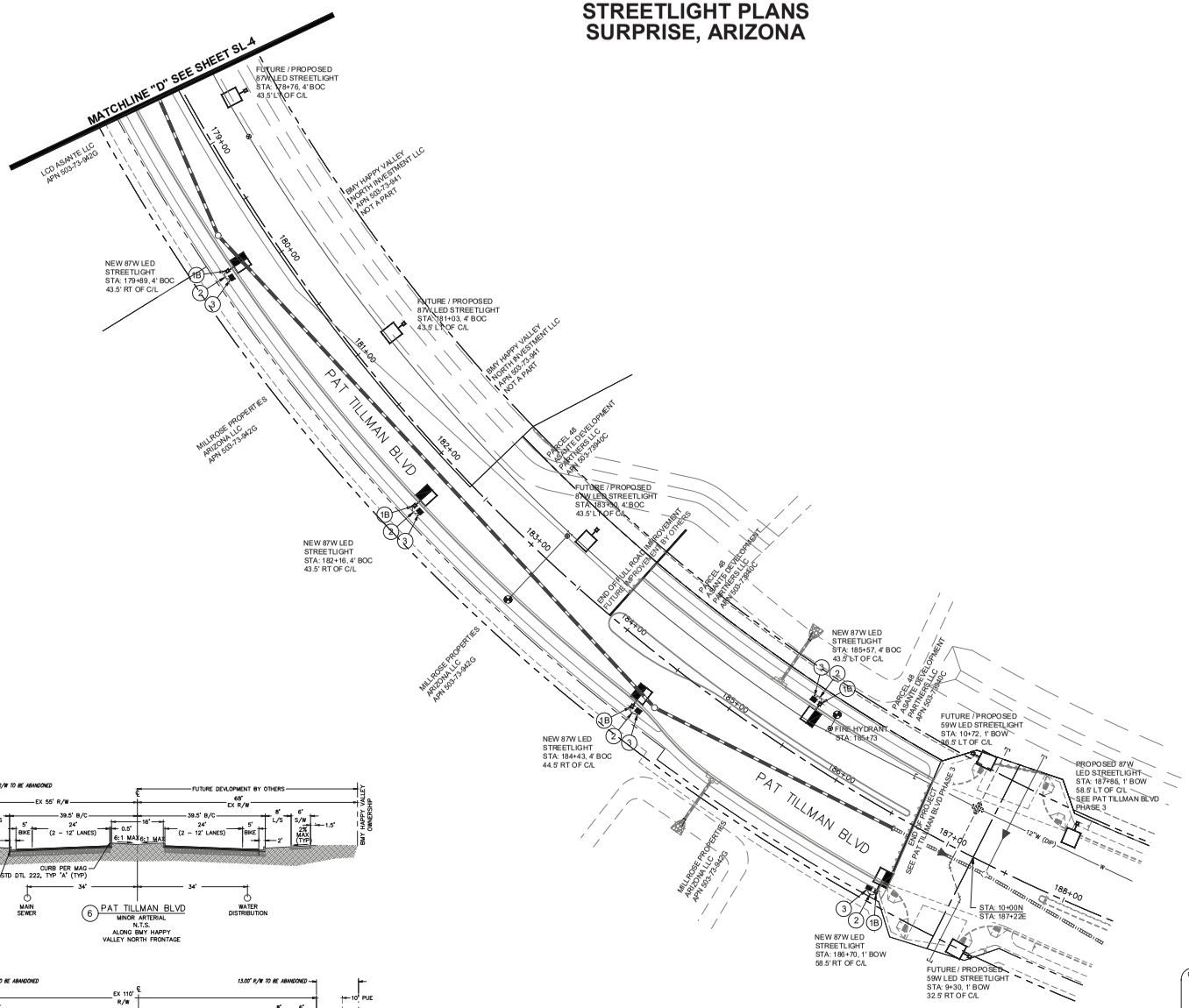
Contact: Doug Horning/Greg Larson,P.E.

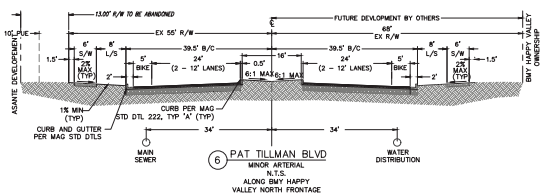
Horns Consulting Project #: 25JL103C

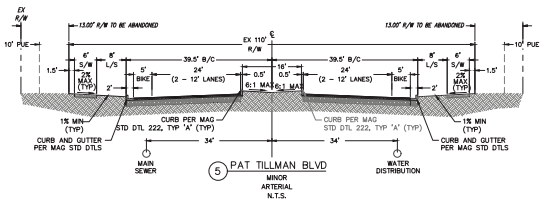
Designed By:	DH	9/26/2025
Drawn By:	DH	9/26/2025
Reviewed By:	GL	9/26/2025

FS25-0896

ASANTE NORTH- JOMAX RD. & PAT TILLMAN BLVD.
STREETLIGHT PLANS
SURPRISE, ARIZONA







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40' 20' 0 40'
SCALE: 1" = 40'

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SHEET 5 OF 9

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25JL103C

Designed By:	DH	9/26/2025
Drawn By:	DH	9/26/2025
Reviewed By:	GL	9/26/2025

FS25-0896

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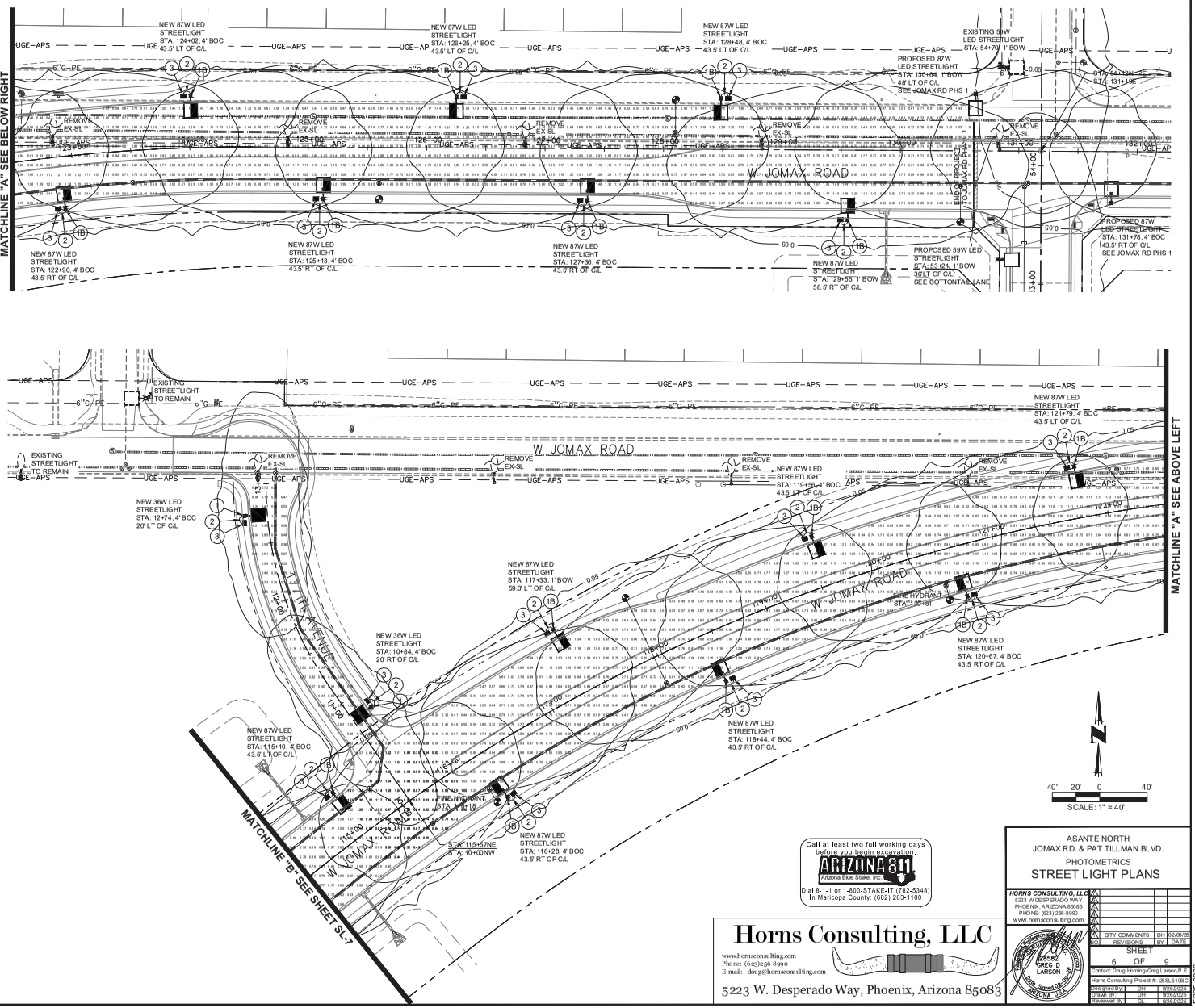
PHOTOMETRICS STUDIES

(Studies result is in illuminace)

EVOLVE ERL1_11C540_____
CURRENT test report no.: 2103041 52103042
2103051 32103816 2103101 32103816
lamp(s): LED
candela file 'ERL1_11C540_____.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 87
Outreach (from mounting axis to photometric center)= 96 in
mounting height= 40 ft
number locations= 30, number luminaires= 30
lw all locations= 2.7

GE LIGHTING SOLUTIONS ERLC_05B430_____-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
19021222 19021223 19021224 19021321 19021322 19021323
lamp(s): LEDs
candela file 'ERLC_05B430_____-120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 43
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 2, number luminaires= 2
lw all locations= 0.1

177th Avenue (Local) 124 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES		Jomax Road West Full Improvement 2449 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES	
Average	0.57	Average	0.83
Maximum	1.63	Maximum	1.77
Minimum	0.08	Minimum	0.28
Avg/Min	7.16	Avg/Min	2.96
Max/Min	20.38	Max/Min	6.32
Coef Var	0.71	Coef Var	0.30
Uni/Grad	1.88	Uni/Grad	1.52



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SHEET 6 OF 9

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL510BC

Designed By:	DH	9/26/2025
Drawn By:	DH	9/26/2025
Reviewed By:	GL	9/26/2025

FS25-0886

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- 1A — INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- 2 — INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 3 — INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE GRAY ROUND POLE TO BE REMOVED AS SPECIFIED ON DESIGN. (TO BE REMOVED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

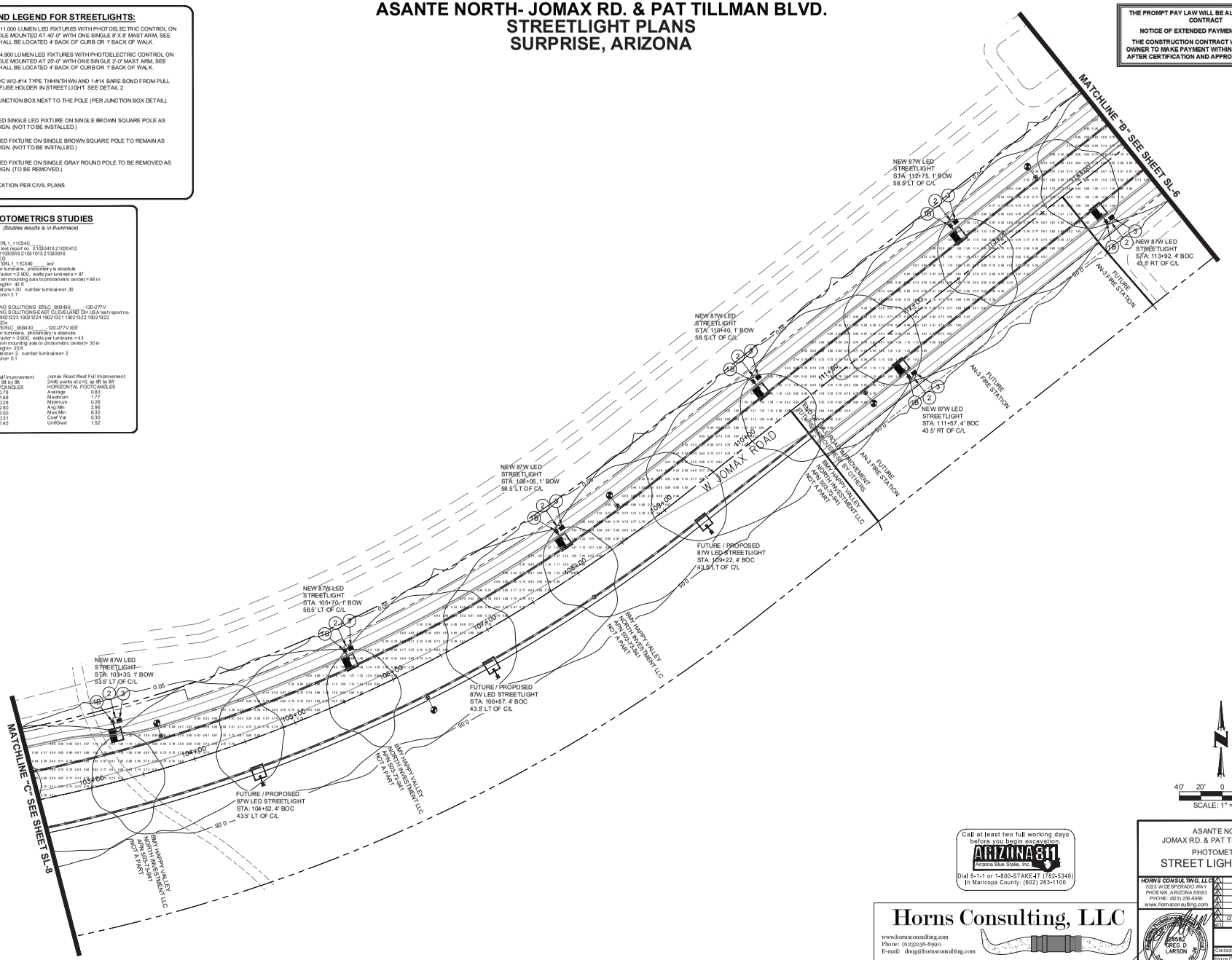
PHOTOMETRICS STUDIES

(Studies results is in illuminace)

EVOLVE ERL1_11C540_____
CURRENT test report no. 21030415 21030412 21030513 21030816 21031013 21030916
lamp(s): LED
candela file 'ERL1_11C540_____.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 87
Outreach (from mounting axis to photometric center) = 96 in
mounting height= 40 ft
number locations = 30, number luminaires= 30
kw all locations = 2.7

GE LIGHTING SOLUTIONS ERLC_06B430_____ 120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 1902'1222 1902'1223 1902'1224 1902'1321 1902'1322 1902'1323
lamp(s): LEDs
candela file 'ERLC_06B430_____ - 120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 43
Outreach (from mounting axis to photometric center) = 30 in
mounting height= 25 ft
number locations= 2, number luminaires= 2
kw all location= 0.1

Jomax Road West Half Improvement 610 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES		Jomax Road West Full Improvement 2449 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES	
Average	0.78	Average	0.83
Maximum	1.68	Maximum	1.77
Minimum	0.28	Minimum	0.28
Avg/Min	2.80	Avg/Min	2.96
Max/Min	6.00	Max/Min	6.32
Coef. Var	0.31	Coef. Var	0.30
Unif/Grad	1.45	Unif/Grad	1.52



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

Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)295-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ASANTE NORTH
JOMAX RD. & PAT TILLMAN BLVD.
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 295-8990
www.hornsconsulting.com

NO	REVISION	BY	DATE
	CITY COMMENTS	DH	02/09/26

SHEET 7 OF 9

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL103C

Designed By:	DH	9/26/2025
Drawn By:	DH	9/26/2025
Reviewed By:	GL	9/26/2025

FS25-0896

ASANTE NORTH- JOMAX RD. & PAT TILLMAN BLVD.
STREETLIGHT PLANS
SURPRISE, ARIZONA

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

NOTICE OF EXTENDED PAYMENT PROVISION

THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS.

DETAILS AND LEGEND FOR STREETLIGHTS:

- (1B) INSTALL ONE 87W, 11,000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 40'-0" WITH ONE SINGLE 8' X 8' MAST ARM, SEE DETAIL 1B. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
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- FIRE HYDRANT LOCATION PER CIVIL PLANS

PHOTOMETRICS STUDIES

(Studies results is in illuminace)

EVOLVE ERL1_11C540_____
CURRENT test report no. 2103045 2103042
2103053 2103081 2103103 2103091
lamp(s): LED
candela file 'ERL1_11C540_____.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 87
Outreach (from mounting axis to photometric center)= 96 in
mounting height= 40 ft
number locations= 30, number luminaires= 30
kw all locations= 2.7

GE LIGHTING SOLUTIONS ERLC 05B430_____-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
19021222 19021223 19021224 19021321 19021322 19021323
lamp(s): LEDs
candela file 'ERLC_05B430_____-120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 43
Outreach (from mounting axis to photometric center)= 30 in
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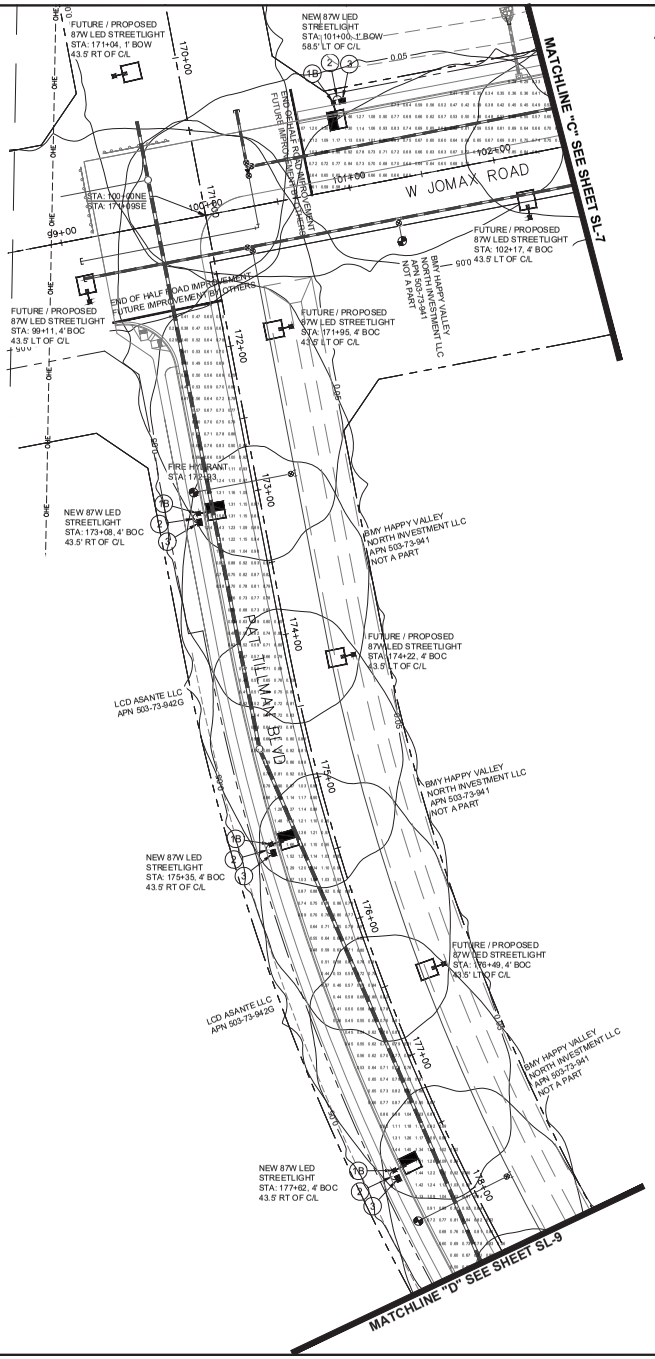
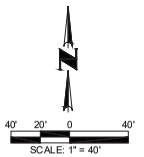
number locations= 2, number luminaires= 2
kw all locations= 0.1

Jomax Road West Half Improvement		Pat Tillman Blvd Half Improvement	
610 points at z=0, sp 8ft by 8ft		722 points at z=0, sp 8ft by 8ft	
HORIZONTAL FOOTCANDLES		HORIZONTAL FOOTCANDLES	
Average	0.78	Average	0.83
Maximum	1.68	Maximum	1.77
Minimum	0.28	Minimum	0.29
Avg/Min	2.80	Avg/Min	2.86
Max/Min	6.00	Max/Min	6.10
Coef.Var	0.31	Coef.Var	0.32
Uni/Grad	1.45	Uni/Grad	1.38





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In Maricopa County: (602) 263-1100

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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	02/09/26

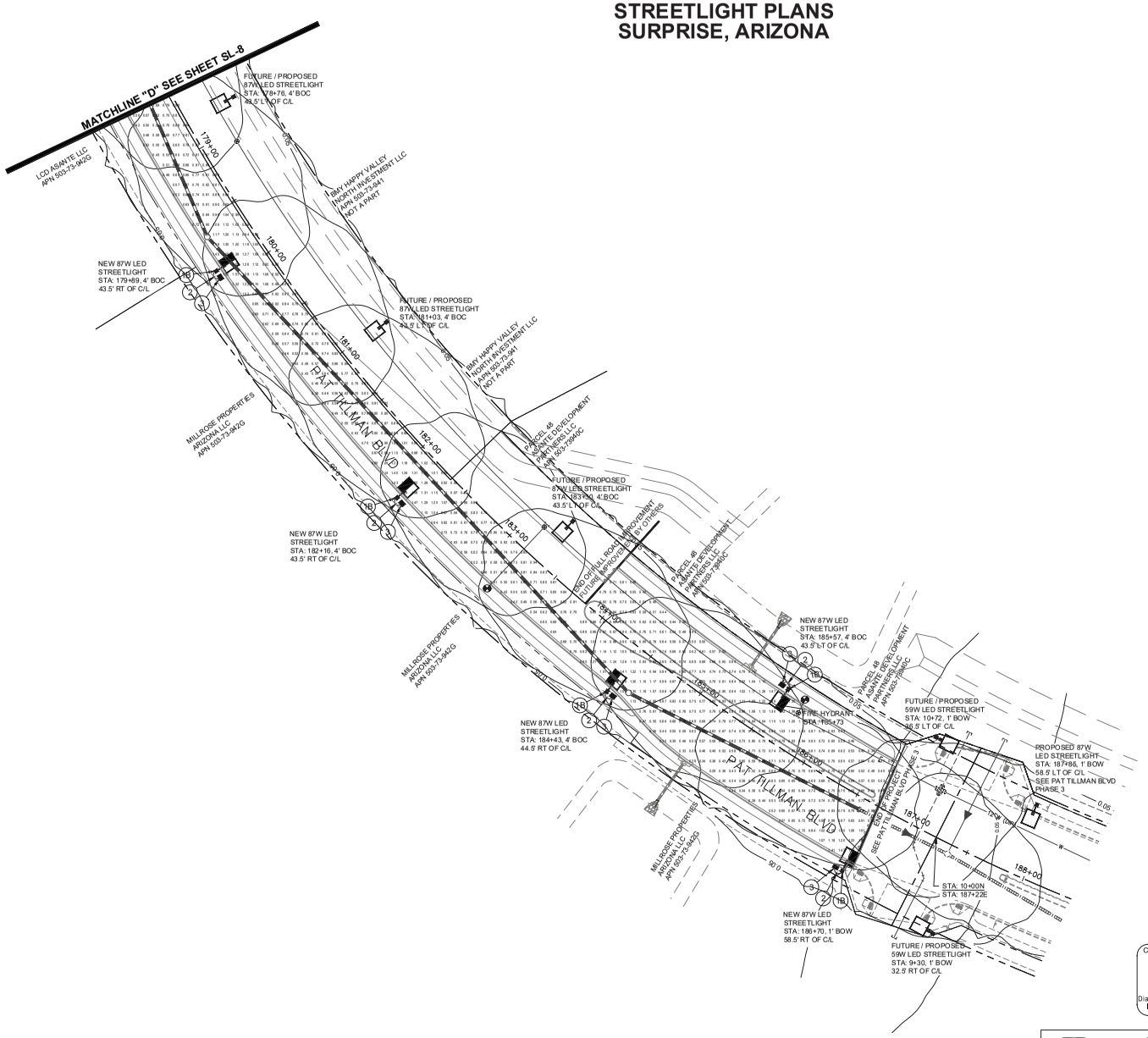
SHEET 8 OF 9

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL510IC

Designed By:	DH	9/26/2025
Drawn By:	DH	9/26/2025
Reviewed By:	GL	9/26/2025

FS25-0896

ASANTE NORTH- JOMAX RD. & PAT TILLMAN BLVD.
STREETLIGHT PLANS
SURPRISE, ARIZONA



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GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 19021222 19021223 19021224 19021321 19021322 19021323
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candela file 'ERLC_05B430_____-120-277V.IES'
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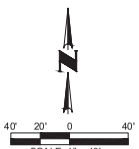
kw all locations= 0.1

Pat Tillman Blvd Half Improvement 722 points at z=0, sp:8ft by 8ft HORIZONTAL FOOTCANDLES		Pat Tillman Blvd Full Improvement 378 points at z=0, sp:8ft by 8ft HORIZONTAL FOOTCANDLES	
Average	1.63	Average	0.78
Maximum	4.77	Maximum	1.77
Minimum	0.29	Minimum	0.29
Avg/Min	2.86	Avg/Min	2.70
Max/Min	8.10	Max/Min	6.10
Coef.Var	0.32	Coef.Var	0.34
Uni!Grad	1.38	Uni!Grad	1.62



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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	02/09/26

SHEET 9 OF 9

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL510BC

Designed By:	DH	9/26/2025
Drawn By:	DH	9/26/2025
Reviewed By:	GL	9/26/2025

FS25-0896

ASANTE NORTH- COTTONTAIL LANE
STREETLIGHT PLANS
SURPRISE, ARIZONA
SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. HORNS CONSULTING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE 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 TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
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 SHOWN 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, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS 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) 222-7000.
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 ADDITIONAL NOTES

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

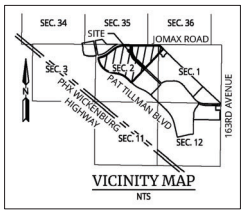
2 CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)256-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. COLLIERS ENGINEERING AND DESIGN MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.



VICINITY MAP
NTS

ENGINEER

COLLIERS ENGINEERING & DESIGN
4742 NORTH 24TH STREET, SUITE 270
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZACH.HILGART@COLLIERSENG.COM

OWNER

ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JEFF GUNDERSON

MANAGER

LENNAR COMMUNITIES DEVELOPMENT, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JORGE VILLASENOR

BASIS OF BEARING

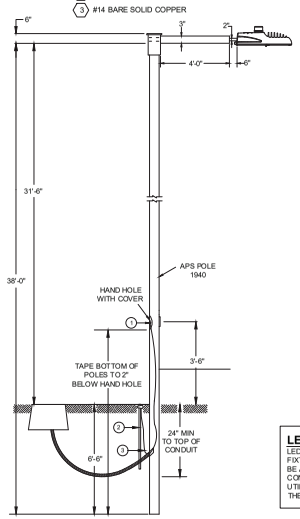
BASIS OF BEARING IS S00°43'44"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

BENCHMARK

FOUND 2" BRASS DISK IN THE NORTHEAST CURB
RETURN ON PAT TILLMAN BOULEVARD, 500± WEST
OF 163RD AVENUE STAMPED "CITY OF SURPRISE PT40
9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

(1A) 59W LED (APS 8030) DETAIL 1A

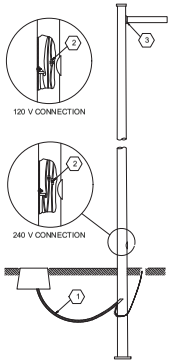
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



(2) (APS 8130) DETAIL 2

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

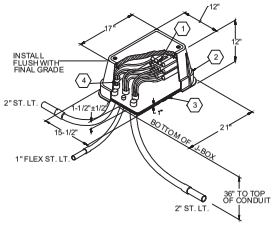
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPL ICE #16-#14



(3) (APS 8655) DETAIL 3

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

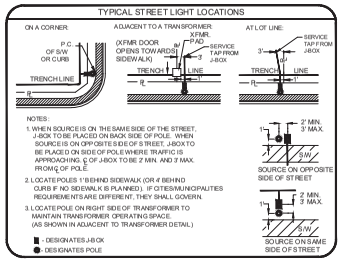
1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



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

STREETLIGHT NOTE:
ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.

TYPICAL STREET LIGHT LOCATIONS



DETAILS AND LEGEND FOR STREETLIGHTS:

- (1A) INSTALL ONE 59W, 7,600 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 31'-6" WITH ONE SINGLE 4'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- (2) INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- (3) INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED / EXISTING SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T.	PHOTOMETRIC	LUMINAIRE
(1A)		COLLECTOR	17	31'-6"	38'-0"	4'-0"	7,600	LED	59W	120V	3000K	TYPE III	ERL1-0-08-C5-30-A-DKBZ
		ITEM DESCRIPTION											
(2)		1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
(3)		INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

THIS SET OF CONSTRUCTION PLANS HAS BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES FOR REVIEW AND TO DETERMINE ANY POTENTIAL CONFLICTS.

UTILITY COMPANY	COMPANY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	JEANINE GUARDINO	11-21-25
CENTURYLINK	CONFLICT REVIEW	11-21-25
COX CABLE	TRAFFIC & MGMT. CENTER	11-21-25
SOUTHWEST GAS	CONFLICT REVIEW	11-21-25

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 ORDINANCE.

CITY OF SURPRISE ENGINEER _____ DATE

AS-BUILT CERTIFICATION

I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVED
REGISTERED LAND SURVEYOR _____ DATE

REGISTRATION NO.

Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

INDEX

1 ~ COVER SHEET
2 ~ LIGHTING LAYOUT
3 ~ LIGHTING LAYOUT
4 ~ PHOTOMETRICS
5 ~ PHOTOMETRICS

ASANTE NORTH - COTTONTAIL LANE
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 256-8990
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
1	CITY COMMENTS	DH	1/5/26

SHEET 1 OF 5

Contact: Doug Horning/Greg Larson, P.E.
Horns Consulting Project #: 25SL505A
Designed By: DH 8/11/2025
Drawn By: DH 8/11/2025
Reviewed By: GL 8/12/2025

EXPIRES 09/30/2026 — 25582 — GREG D. LARSON — State Seal of Arizona — REGISTERED PROFESSIONAL ENGINEER — ARIZONA U.S.A.

FS25-0897

ASANTE NORTH- COTTONTAIL LANE
STREETLIGHT PLANS
SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

- (1A) INSTALL ONE 59W, 7,600 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 35'-0" SQUARE POLE MOUNTED AT 3:1-0" WITH ONE SINGLE 4'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- (2) INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
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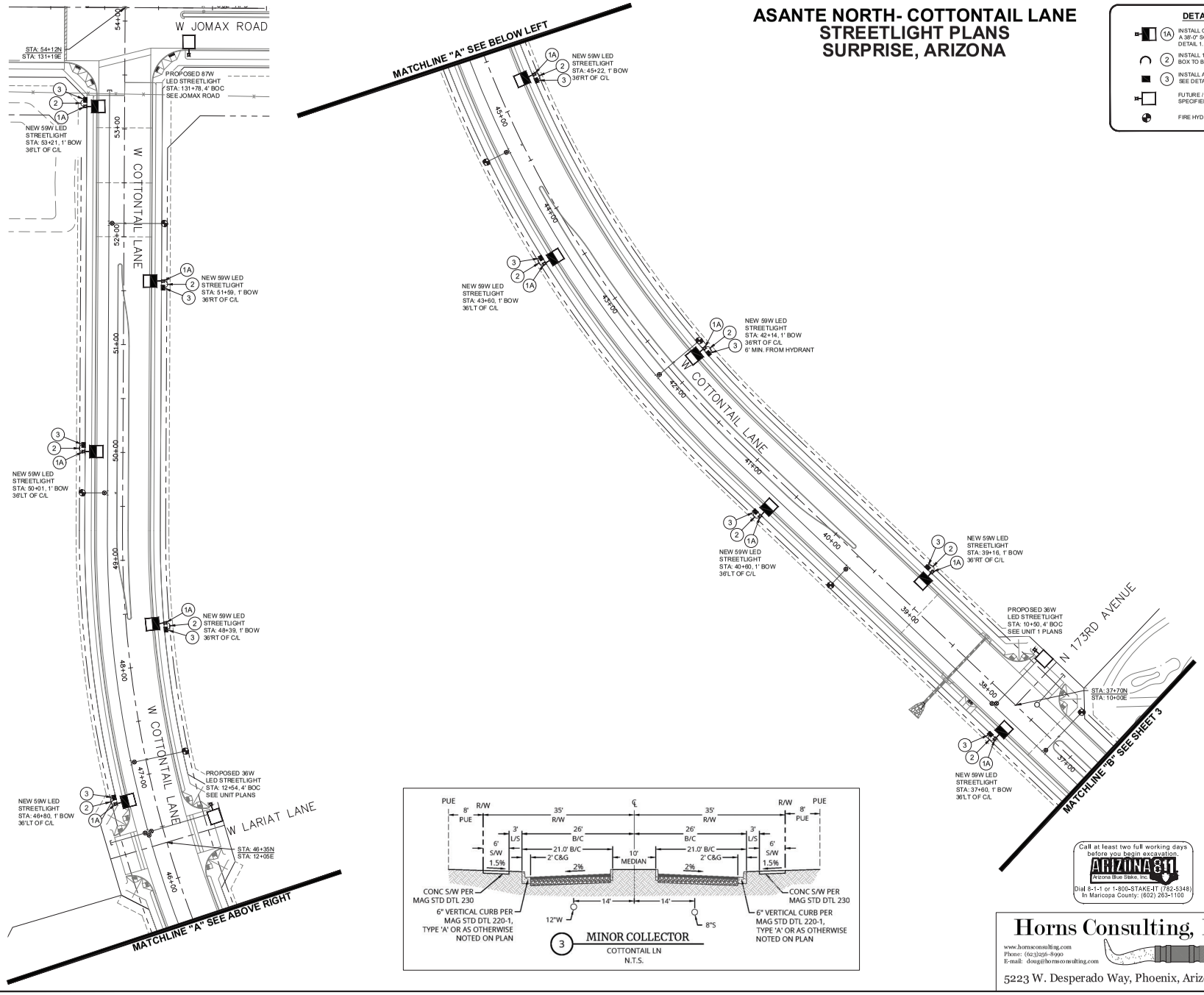

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ASANTE NORTH - COTTONTAIL LANE
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 256-8980
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
	CITY COMMENTS	DH	1/5/26

SHEET 2 OF 5

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project # 25SL505A

Designed By	DH	8/11/2025
Drawn By	DH	8/11/2025
Reviewed By	GL	8/11/2025

FS25-0897

Horns Consulting, LLC
www.hornsconsulting.com
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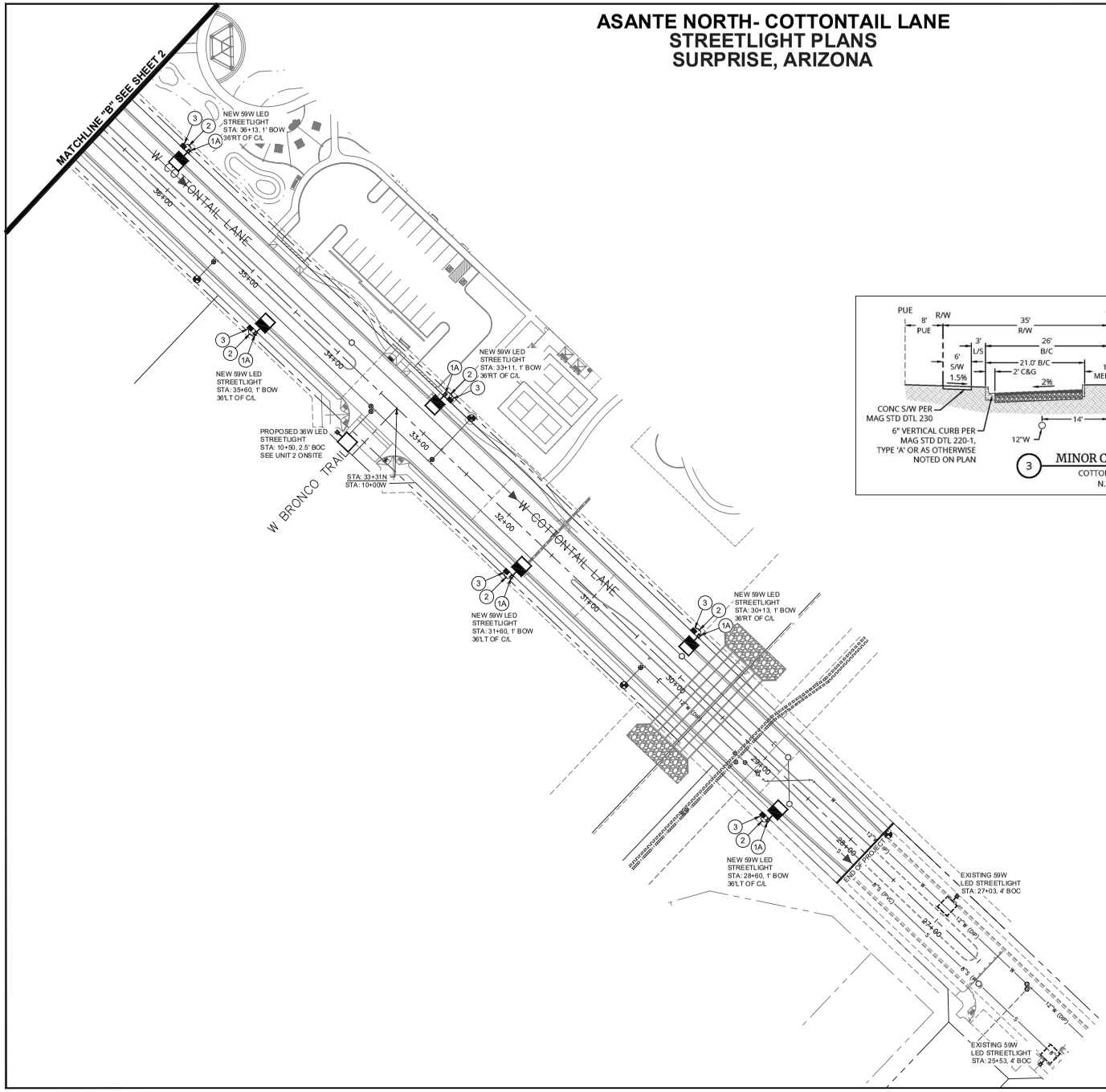
ASANTE NORTH- COTTONTAIL LANE
STREETLIGHT PLANS
SURPRISE, ARIZONA



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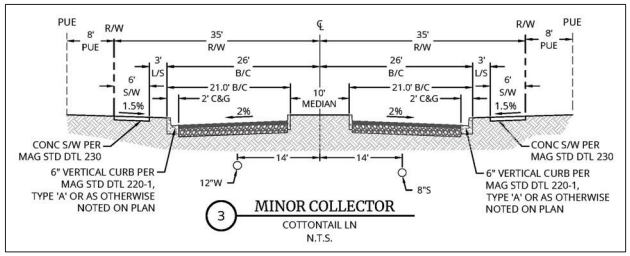

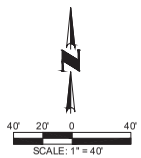

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ASANTE NORTH - COTTONTAIL LANE
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STREET LIGHT PLANS

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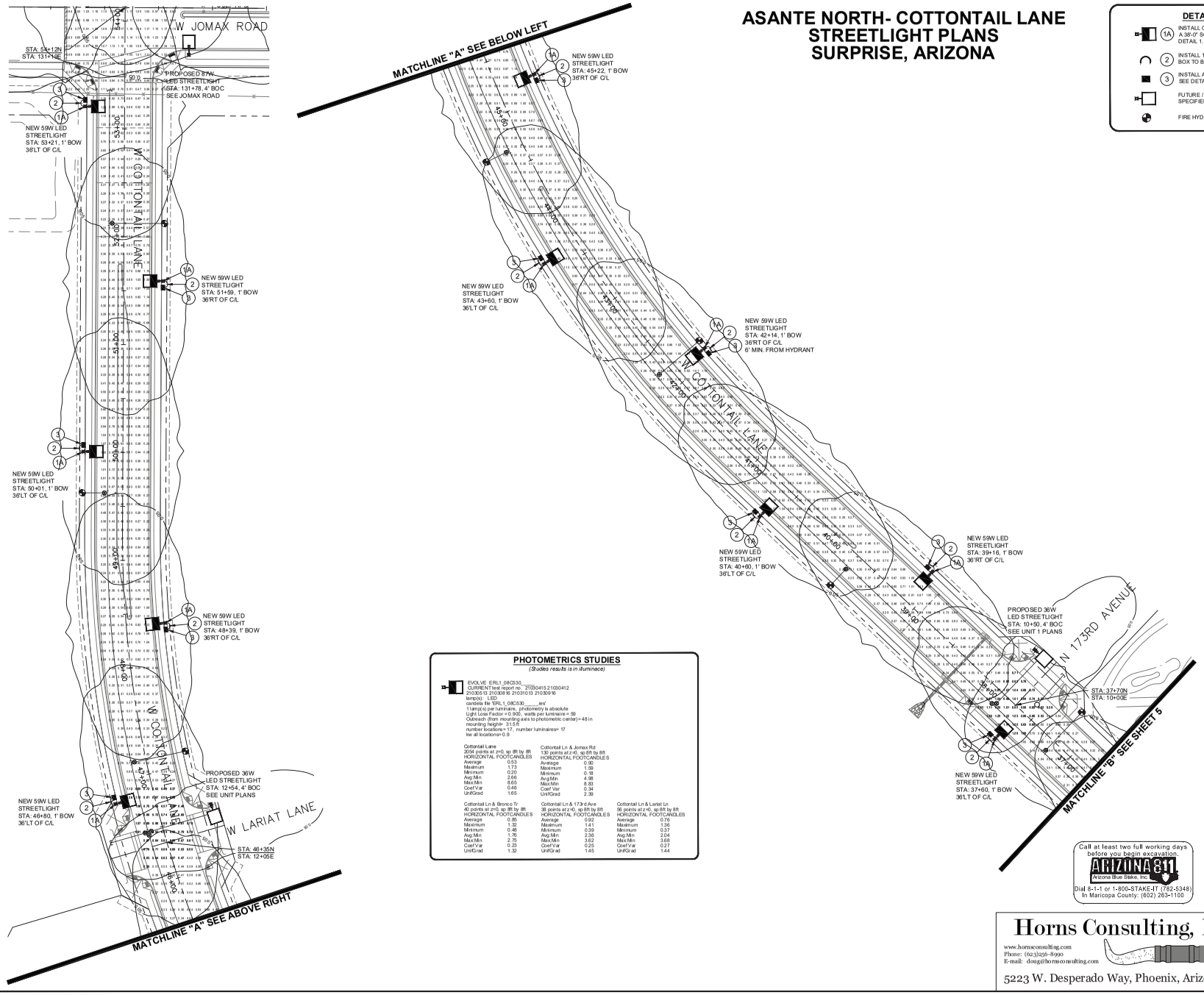
NO	REVISIONS	BY	DATE
1	CITY COMMENTS	DH	1/5/26

SHEET 3 OF 5

Contact: Doug Horning/Greg Larson,P.E.	
Horns Consulting Project #	25SL505A
Designed By:	DH 8/11/2025
Drawn By:	DH 8/11/2025
Reviewed By:	GL 8/11/2025

FS25-0897

ASANTE NORTH- COTTONTAIL LANE
STREETLIGHT PLANS
SURPRISE, ARIZONA



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PHOTOMETRICS STUDIES

(Studies results is in Illuminace)

EVOLVE ERL1_08C530_____
CURRENT test report no.: 3TB0415 21030412
21030513 21030816 21031013 2103091 6
lamp(s): LED
candela file 15RL1_08C530_____.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor =0.900, watts per luminaire = 59
Outreach (from mounting axis to photometric center) = 48 in
mounting height= 315.6
number locations = 17, number luminaires= 17
hw all locations=0.3

Cottontail Lane 2054 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES		Cottontail Ln & Jomax Rd 130 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES	
Average	0.53	Average	0.90
Maximum	1.73	Maximum	1.59
Minimum	0.20	Minimum	0.18
Avg:Min	2.66	Avg:Min	4.98
Max:Min	8.65	Max:Min	8.83
Coef Var	0.46	Coef Var	0.34
UnifGrad	1.65	UnifGrad	2.39

Cottontail Ln & Bronco Tr 40 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES		Cottontail Ln & 173rd Ave 36 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES		Cottontail Ln & Lariat Ln 99 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES	
Average	0.85	Average	0.92	Average	0.76
Maximum	1.32	Maximum	1.41	Maximum	1.36
Minimum	0.48	Minimum	0.39	Minimum	0.37
Avg:Min	1.76	Avg:Min	2.36	Avg:Min	2.04
Max:Min	2.75	Max:Min	3.62	Max:Min	3.68
Coef Var	0.23	Coef Var	0.25	Coef Var	0.27
UnifGrad	1.32	UnifGrad	1.45	UnifGrad	1.44

SCALE: 1" = 40'

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ASANTE NORTH - COTTONTAIL LANE
PHOTOMETRICS
STREET LIGHT PLANS

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NO	REVISIONS	BY	DATE
1	CITY COMMENTS	DH	1/5/26

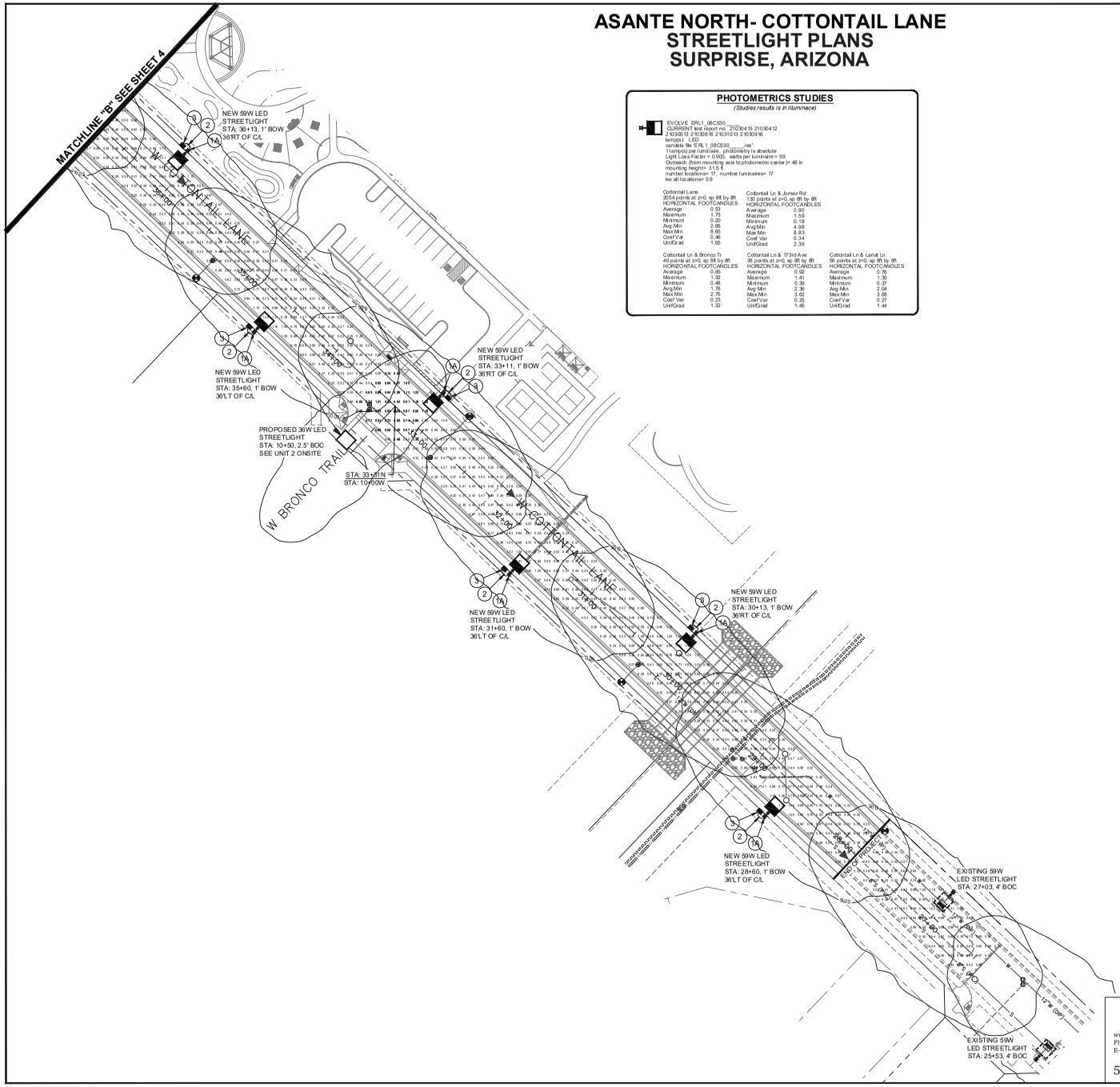
SHEET 4 OF 5

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project # 25BL505A

Designed By	DH	8/11/2025
Drawn By	DH	8/11/2025
Reviewed By	GL	8/11/2025

FS25-0897

ASANTE NORTH- COTTONTAIL LANE
STREETLIGHT PLANS
SURPRISE, ARIZONA


MATCHLINE "B" SEE SHEET 4
NEW 59W LED STREETLIGHT STA: 36+13, 1' BOW 36'RT OF C/L
W COTTONTAIL LANE
NEW 59W LED STREETLIGHT STA: 35+60, 1' BOW 36'LT OF C/L
NEW 59W LED STREETLIGHT STA: 33+11, 1' BOW 36'RT OF C/L
PROPOSED 36W LED STREETLIGHT STA: 10+50, 2.5' BOC SEE UNIT 2 ONSITE
W BRONCO TRAIL
STA: 33+81N
STA: 10+00W
NEW 59W LED STREETLIGHT STA: 31+60, 1' BOW 36'LT OF C/L
NEW 59W LED STREETLIGHT STA: 30+13, 1' BOW 36'RT OF C/L
NEW 59W LED STREETLIGHT STA: 28+60, 1' BOW 36'LT OF C/L
EXISTING 59W LED STREETLIGHT STA: 27+03, 4' BOC
EXISTING 59W LED STREETLIGHT STA: 25+53, 4' BOC
END OF PROJECT (E)
905
905
905

ASANTE NORTH- JOMAX ROAD PHASE 1
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND BEING SITUATED WITHIN SECTIONS 1 & 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

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In Maricopa County: (602) 263-1100

ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. HORNS CONSULTING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE 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 TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
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 SHOWN 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, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS 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) 222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECFICATION 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 ADDITIONAL NOTES

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

2 CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

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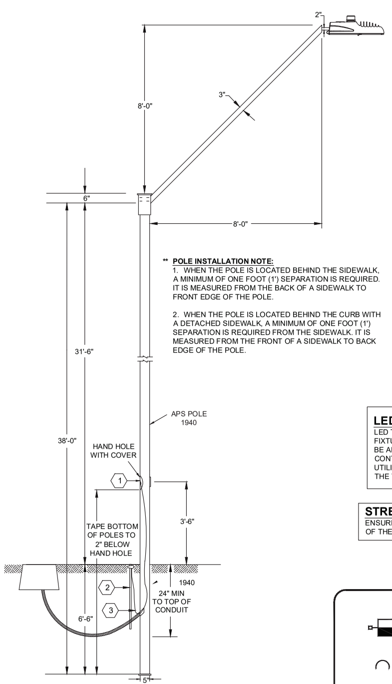
www.hornsconsulting.com
Phone: (623)256-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

(1B) 87W LED (APS 8030) DETAIL 1B

1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER

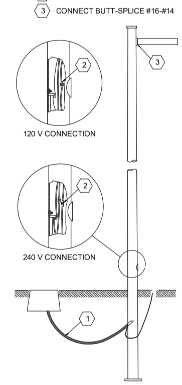


** **POLE INSTALLATION NOTE:**
1. WHEN THE POLE IS LOCATED BEHIND THE SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION IS REQUIRED. IT IS MEASURED FROM THE BACK OF A SIDEWALK TO FRONT EDGE OF THE POLE.
2. WHEN THE POLE IS LOCATED BEHIND THE CURB WITH A DETACHED SIDEWALK, A MINIMUM OF ONE FOOT (1') SEPARATION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

(2) (APS 8130) DETAIL 2

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

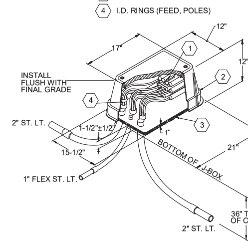
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



(3) (APS 8655) DETAIL 3

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

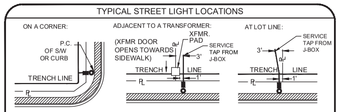
1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



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

STREETLIGHT NOTE:
ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.

TYPICAL STREET LIGHT LOCATIONS



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

■ - DESIGNATES J-BOX
○ - DESIGNATES POLE

DETAILS AND LEGEND FOR STREETLIGHTS:

- (1B) INSTALL ONE 87W, 11,000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'-0" SQUARE POLE MOUNTED AT 40'-0" WITH ONE SINGLE 8' X 8' MAST ARM, SEE DETAIL 1B. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
- (2) INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- (3) INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE GRAY ROUND POLE TO BE REMOVED AS SPECIFIED ON DESIGN. (TO BE REMOVED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

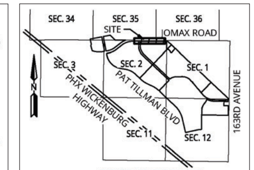
EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T.	PHOTOMETRIC	LUMINAIRE
1B		ARTERIAL	18	40'-0"	38'-0"	8' X 8'	11,000	LED	87W	240V	4000K	TYPE III	ERL1-0-11-C5-40-A-DKBZ
		ITEM DESCRIPTION											
2	◠	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. COLLIERS ENGINEERING AND DESIGN MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.



VICINITY MAP
NTS

ENGINEER

COLLIERS ENGINEERING & DESIGN
4742 NORTH 24TH STREET, SUITE 270
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZACH.HILGART@COLLIERSENG.COM

OWNER

ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JEFF GUNDERSON

MANAGER

LENNAR COMMUNITIES DEVELOPMENT, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JORGE VILLASENOR

BASIS OF BEARING

BASIS OF BEARING IS S00°43'44"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

BENCHMARK

FOUND 2" BRASS DISK IN THE NORTHEAST CURB RETURN ON PAT TILLMAN BOULEVARD, 500± WEST OF 163RD AVENUE STAMPED "CITY OF SURPRISE PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

THIS SET OF CONSTRUCTION PLANS HAS BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES FOR REVIEW AND TO DETERMINE ANY POTENTIAL CONFLICTS.

UTILITY COMPANY	COMPANY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	JEANINE GUARDINO	11-21-25
CENTURYLINK	CONFLICT REVIEW	11-21-25
COX CABLE	TRAFFIC & MGMT. CENTER	11-21-25
SOUTHWEST GAS	CONFLICT REVIEW	11-21-25

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 ORDINANCE.

CITY OF SURPRISE ENGINEER DATE

AS-BUILT CERTIFICATION

I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVED
ENGINEER OF RECORD DATE

REGISTRATION NO.

REGISTERED SURVEYOR DATE

REGISTRATION NO.

INDEX
1 ~ COVER SHEET
2 ~ LIGHTING LAYOUT
3 ~ PHOTOMETRICS

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

NOTICE OF EXTENDED PAYMENT PROVISION

THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS.

ASANTE NORTH - JOMAX ROAD PHASE 1
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 256-8990
www.hornsconsulting.com

Registered Professional Engineer (Electrical) CERTIFICATE NO. 28582 GREG D LARSON ARIZONA U.S.A. Date Signed 01-05-26

NO.	REVISIONS	BY	DATE
7			
6			
5			
4			
3			
2			
1	CITY COMMENTS	DH	1/5/25

SHEET 1 OF 3

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL510A
Designed By: DH 9/4/2025
Drawn By: DH 9/4/2025
Reviewed By: GL 9/4/2025

FS25-0898

Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)256-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ASANTE NORTH- JOMAX ROAD PHASE 1
STREETLIGHT PLANS
SURPRISE, ARIZONA

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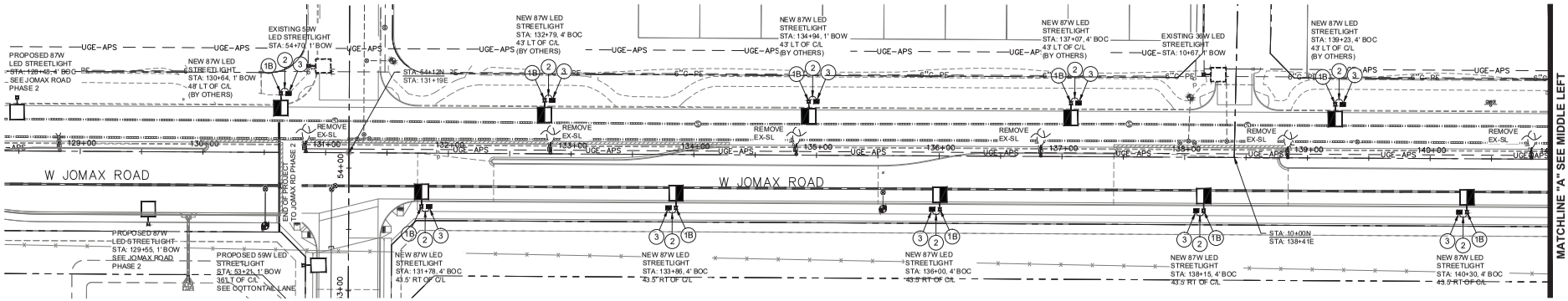

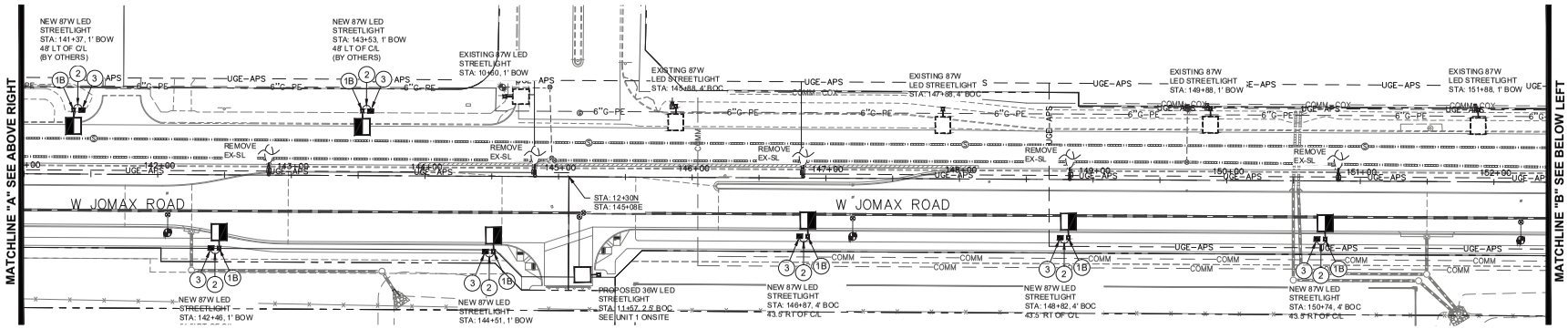

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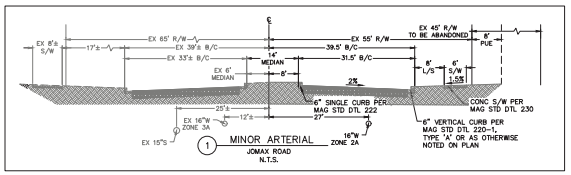

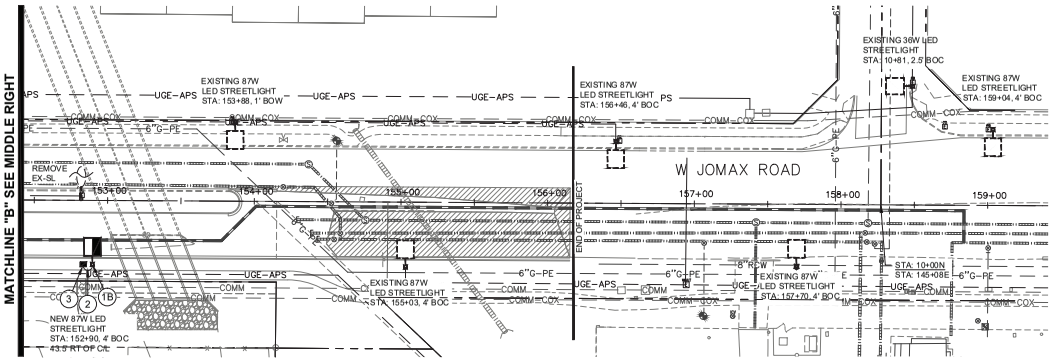

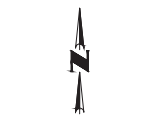

Call at least two full working days before you begin excavation.
ARIZONA 811
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In Maricopa County: (602) 263-1100

ASANTE NORTH - JOMAX ROAD PHASE 1
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 256-8990
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
	CITY COMMENTS	DH	1/5/26

SHEET 2 OF 3

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project # 25SLS10A

Designed By	DH	9/4/2025
Drawn By	DH	9/4/2025
Reviewed By	GL	9/4/2025

FS25-0898

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Phone: (623)256-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ASANTE NORTH- JOMAX ROAD PHASE 1
STREETLIGHT PLANS
SURPRISE, ARIZONA

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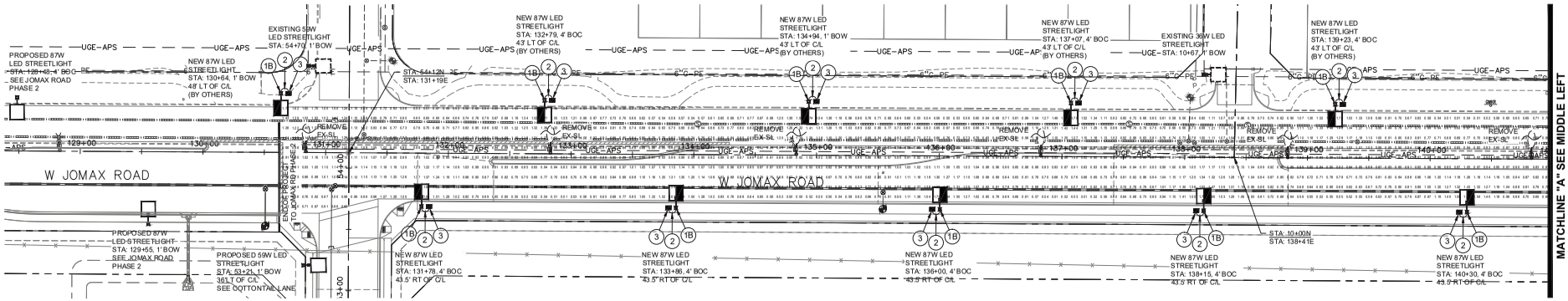

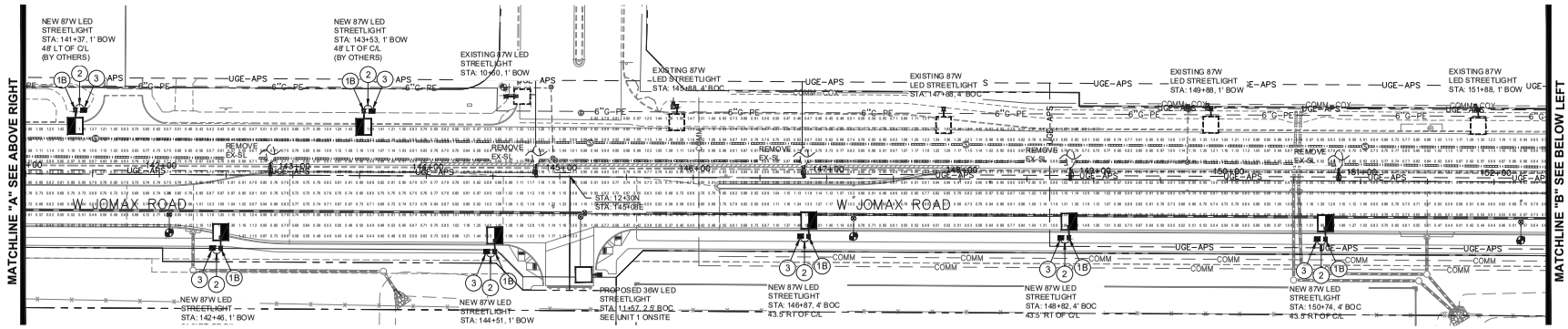

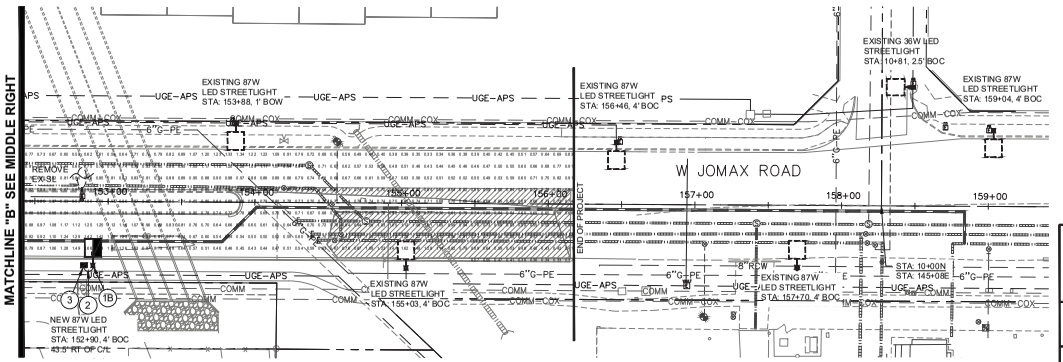

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PHOTOMETRICS STUDIES

(Studies results is in illuminace)

EVOLVE ERL1_11C540_____
CURRENT test report no.: 2103041812103041212103051312103081612103101312103016
lamp(s): LED
candela file "ERL1_11C540_____.ies"
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 87
Outreach (from mounting axis to photometric center)= 96 in
mounting height= 40 ft
number locations= 18, number luminaires = 18
kwall location= 1.6

Cottontail Ln & Jomax Rd 137 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES		Jomax Road Phase 1 (East) 2956 points at z=0, sp 8ft by 8ft HORIZONTAL FOOTCANDLES	
Average	1.07	Average	0.97
Maximum	1.70	Maximum	1.79
Minimum	0.43	Minimum	0.32
Avg:Min	2.49	Avg:Min	2.73
Max:Min	3.95	Max:Min	5.59
Coef Var	0.24	Coef Var	0.28
UniRGrad	1.42	UniRGrad	1.49

SCALE: 1" = 40'

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ASANTE NORTH - JOMAX ROAD PHASE 1
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NO	REVISIONS	BY	DATE
1	CITY COMMENTS	DH	1/5/26

SHEET 3 OF 3

Contact: Doug Horning/Greg Larson,P.E.	
Horns Consulting Project #	25SL510A
Designed By	DH 9/4/2025
Drawn By	DH 9/4/2025
Reviewed By	GL 9/4/2025

FS25-0898

ASANTE NORTH - UNIT 1
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND BEING SITUATED WITHIN SECTIONS 1 & 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

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HORNS CONSULTING LLC, ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. HORNS CONSULTING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE, GENERAL ENGINEERING NOTES 2-04

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 SHOWN 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 REPLACED IN KIND AT THE CONTRACTORS 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) 222-7000.
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). TRAFFIC CONTROL PLAN SHALL BE APPROVED BY TRANSPORTATION DEPARTMENT (623-222-1734 OR TRAFFIC.CONTROL@SURPRISE.GOV) PRIOR TO COMMENCEMENT OF WORK.
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 OR ANY LATEST UPDATES.
15. THE CITY OF SURPRISE FIELD INSPECTION TEAM SHALL ENFORCE ANY AND ALL MISSING/CONFLICTING INFORMATION IN THE CONSTRUCTION DOCUMENTS IDENTIFIED DURING CONSTRUCTION INSPECTION. DEVELOPER/CONTRACTOR SHALL COORDINATE ALL REQUESTED WORK AND GET NECESSARY PLAN REVISION IF DIRECTED BY THE FIELD INSPECTION TEAM.

CITY ADDITIONAL NOTES

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

2 CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)256-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

① 36W LED (APS 8030) DETAIL 1

1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER

② (APS 8130) DETAIL 2

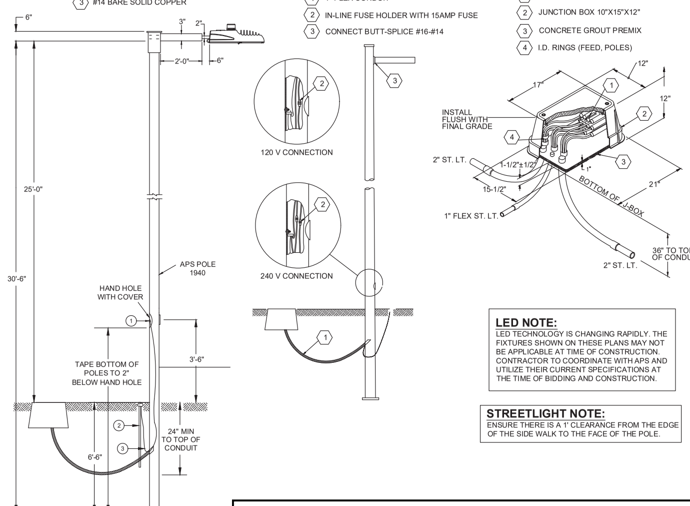
TO BE USED IN CONJUNCTION WITH WITH LED LIGHTS AS SHOWN IN DETAIL #1A

1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14

③ (APS 8655) DETAIL 3

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

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



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

STREETLIGHT NOTE:
ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.

THIS SET OF CONSTRUCTION PLANS HAS BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES FOR REVIEW AND TO DETERMINE ANY POTENTIAL CONFLICTS.

UTILITY COMPANY	COMPANY CONTACT	DATE SUBMITTED	RESPONSE DATE
ARIZONA PUBLIC SERVICE	JEANINE GUARDINO	1/13/2026	1/14/2026
CENTURYLINK	CONFLICT REVIEW	1/13/2026	1/23/2026
COX CABLE	TRAFFIC & MGMT. CENTER	1/13/2026	2/11/2026
SOUTHWEST GAS	CONFLICT REVIEW	1/13/2026	2/11/2026

DETAILS AND LEGEND FOR STREETLIGHTS:

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2. INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
3. INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.

FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

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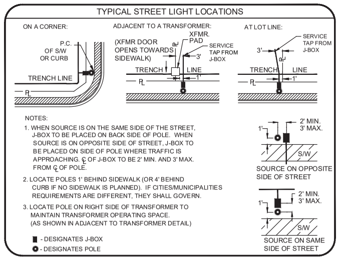
FIRE HYDRANT LOCATION PER CIVIL PLANS

TYPICAL STREET LIGHT LOCATIONS



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

■ - DESIGNATES J-BOX
● - DESIGNATES POLE

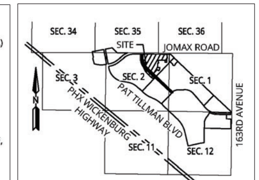
EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T.	PHOTOMETRIC	LUMINAIRE
1		LOCAL	30 TOTAL PAID BY SLID	25'-0"	30'-6"	2'-0"	4,900	LED	36W	120V	3000K	TYPE II WIDE	ERL1-0-05-B5-30-A-DKBZ
		ITEM DESCRIPTION											
2	◠	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL. INSTALL FLUSH WITH SIDEWALK GRADE.											

FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. COLLIERS ENGINEERING AND DESIGN MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.



VICINITY MAP
NTS

ENGINEER
COLLIERS ENGINEERING & DESIGN
4742 NORTH 24TH STREET, SUITE 270
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZACH.HILGART@COLLIERSENG.COM

OWNER
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JEFF GUNDERSON

MANAGER
LENNAR COMMUNITIES DEVELOPMENT, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JORGE VILLASENOR

BASIS OF BEARING
THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE SOUTHEAST CORNER OF SAID SECTION 35 MONUMNETED BY A 2" ALUMINUM CAP " 5N, 2W, SC, S35, S36, T4N, R2W, S2, 37174", DATED 2007 AND THE SOUTH QUARTER CORNER OF SAID SECTION 36 MONUMNETED BY A 2" BRASS CAP STAMPED " GENERAL LAND OFFICE, T5N, R2W, S34, S35, CC, T4N, DATED 1916" , CONSIDERED TO BEAR NORTH 89°40'45" WEST, A DISTANCE OF 2639.49 FEET, AS SHOWN UPON THE FINAL PLAT OF ASANTE - UNIT 3.4A & 3.4B RECORDED AT BOOK 1802 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDERS OFFICE , MARICOPA COUNTY, ARIZONA.

BENCHMARK
FOUND 2" BRASS DISK IN THE NORTHEAST CURB RETURN ON PAT TILLMAN BOULEVARD, 500± WEST OF 163RD AVENUE STAMPED "CITY OF SURPRISE PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

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 ORDINANCE.

CITY OF SURPRISE ENGINEER DATE

AS-BUILT CERTIFICATION
I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVED
ENGINEER OF RECORD DATE

REGISTRATION NO.

REGISTERED SURVEYOR DATE

REGISTRATION NO.

INDEX

1 ~ COVER SHEET
2 ~ LIGHTING LAYOUT
3 ~ LIGHTING LAYOUT
4 ~ LIGHTING LAYOUT
5 ~ PHOTOMETRICS
6 ~ PHOTOMETRICS
7 ~ PHOTOMETRICS

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

NOTICE OF EXTENDED PAYMENT PROVISION

THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS.

ASANTE NORTH - UNIT 1
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 256-8990
www.hornsconsulting.com

Registered Professional Engineer (Electrical), Certificate No. 28582, GREG D LARSON, ARIZONA U.S.A., Date Signed 04-10-26

NO.	REVISIONS	BY	DATE
7			
6			
5			
4			
3			
2	BASIS OF BEARING	D.H.	04/10/26
1	CITY COMMENTS	D.H.	2/23/26

SHEET 1 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505B

Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1073

ASANTE NORTH - UNIT 1
STREETLIGHT PLANS
SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

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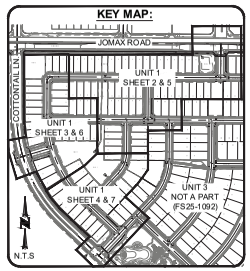
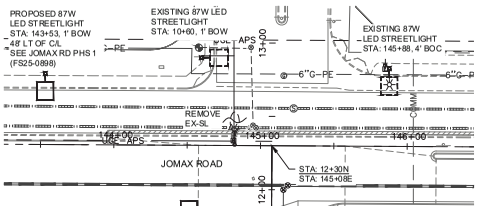
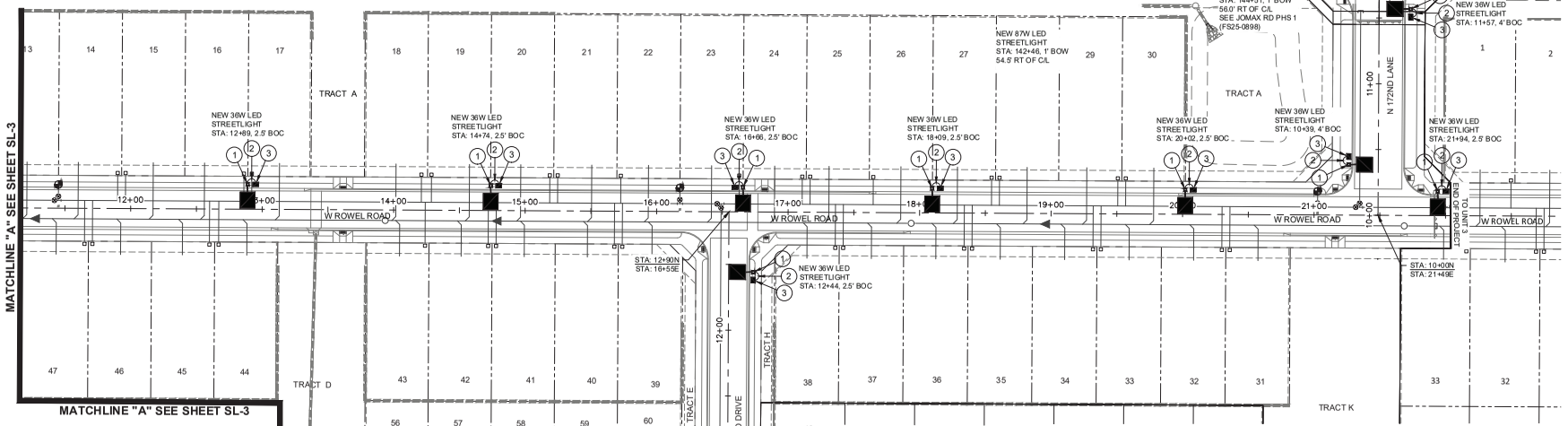
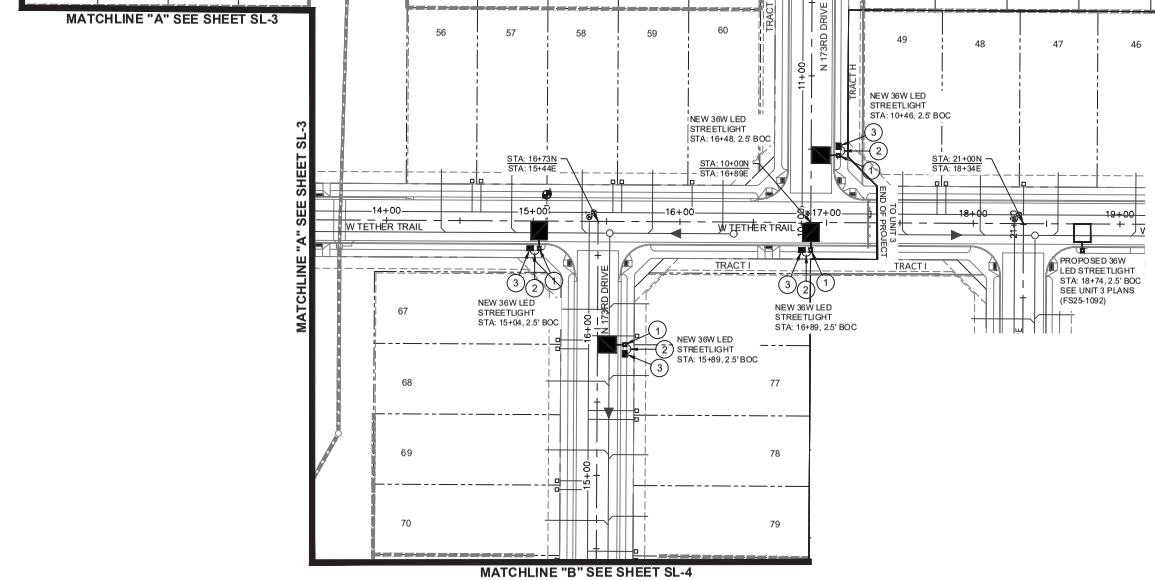
FIRE HYDRANT LOCATION PER CIVIL PLANS

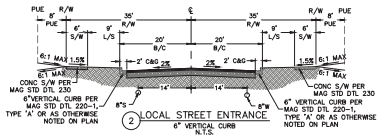
KEY MAP:

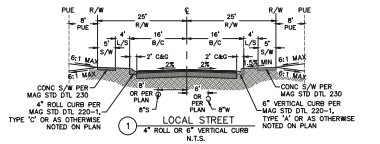


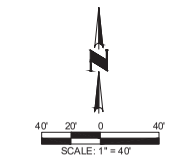












Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

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NO	REVISIONS	BY	DATE
A	BASIS OF BEARING	D.H	04/10/26
B	CITY COMMENTS	D.H	2/23/26

REGISTERED PROFESSIONAL ENGINEER 25582 GREG D. LARSON 36 Date Signed 04-10-26 ARIZONA USA

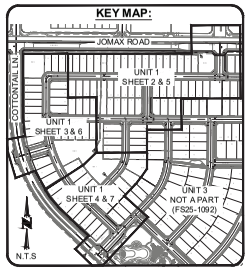
SHEET 2 OF 7

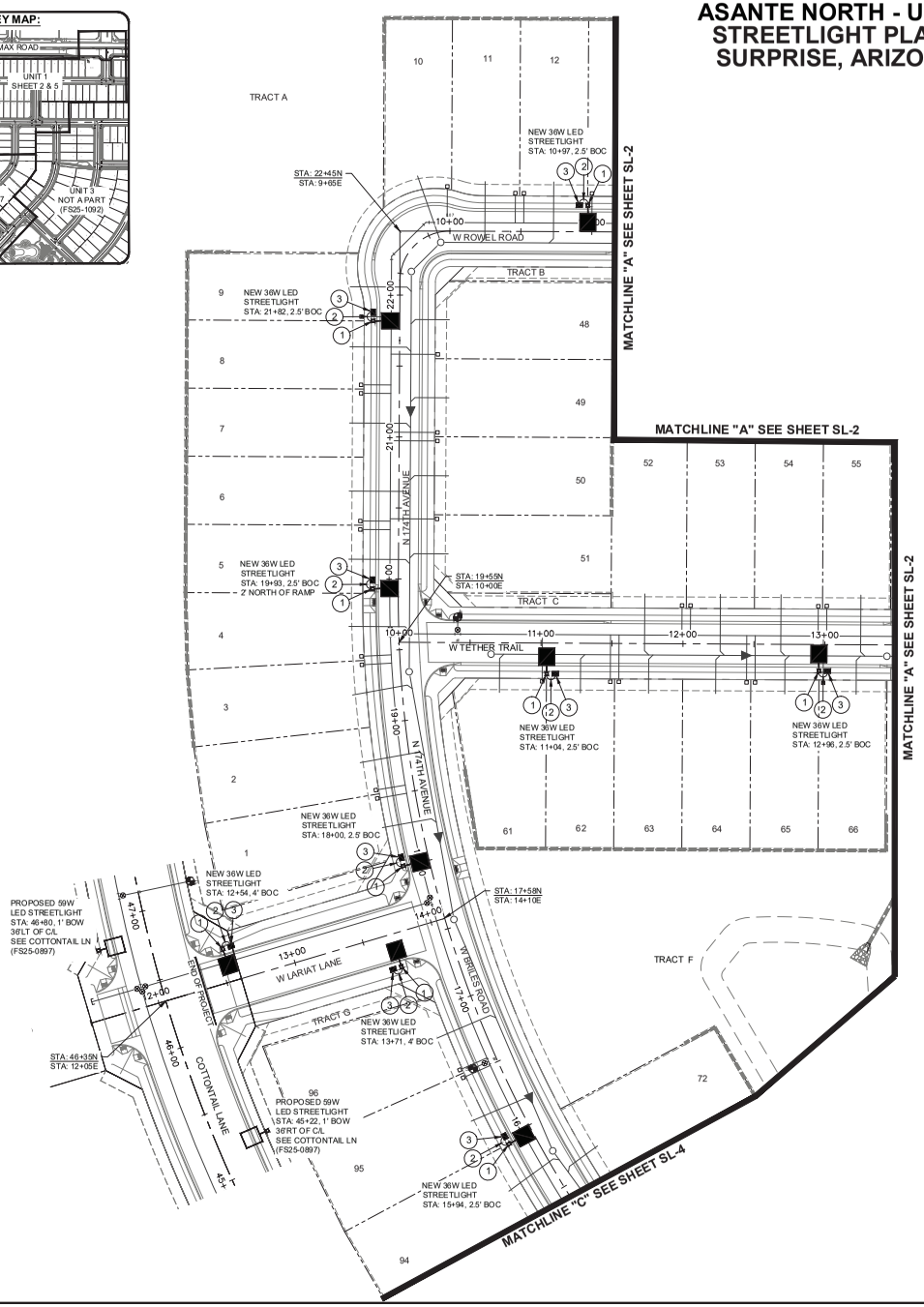
Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL5039

Designed By	DH	10/01/2025
Drawn By	DH	10/01/2025
Reviewed By	GL	10/01/2025

FS25-1073

ASANTE NORTH - UNIT 1
STREETLIGHT PLANS
SURPRISE, ARIZONA





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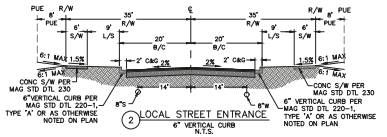

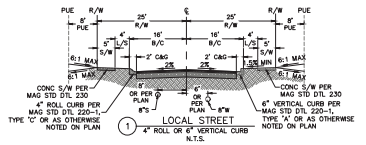

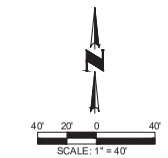

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SHEET 3 OF 7

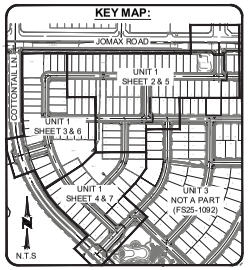
Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL5039

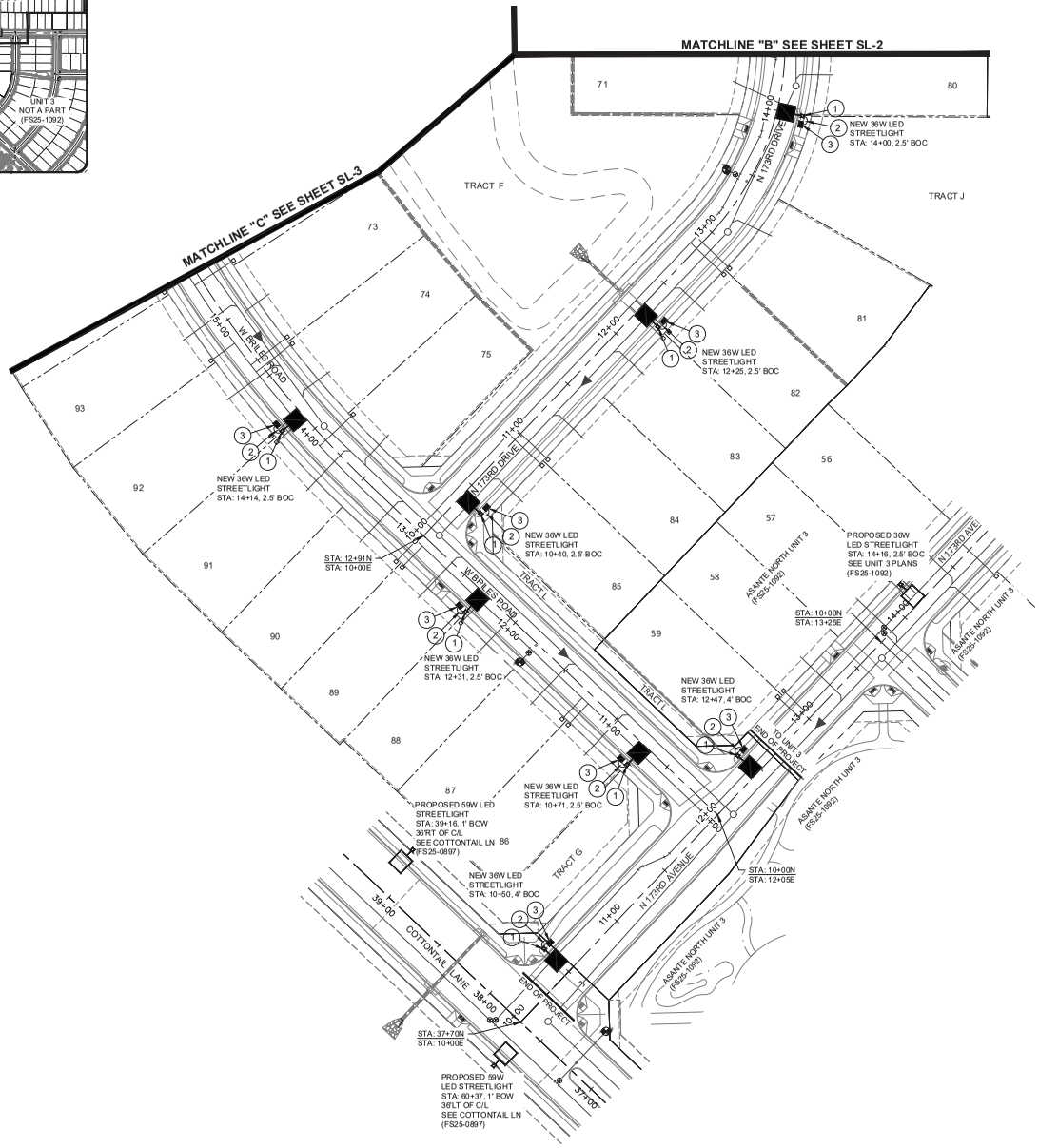
Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1073

ASANTE NORTH - UNIT 1
STREETLIGHT PLANS
SURPRISE, ARIZONA

KEY MAP:





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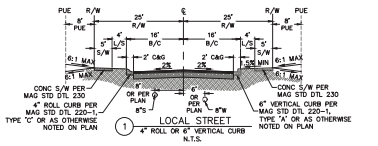
FIRE HYDRANT LOCATION PER CIVIL PLANS



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ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

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Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)239-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ASANTE NORTH - UNIT 1
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 239-8990
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
A	BASIS OF BEARING	D.H	04/10/26
A	CITY COMMENTS	D.H.	2/23/26

SHEET 4 OF 7

Contact: Doug Horning/Greg Larson,P.E.		
Horns Consulting Project #: 25SL5039		
Designed By:	DH	10/01/2025
Drawn By:	LH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1073

ASANTE NORTH - UNIT 1
STREETLIGHT PLANS
SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

1. INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.
2. INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
3. INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.

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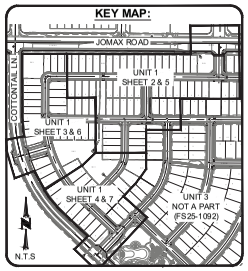
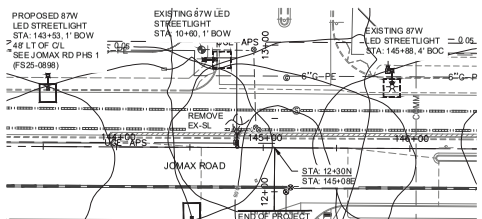
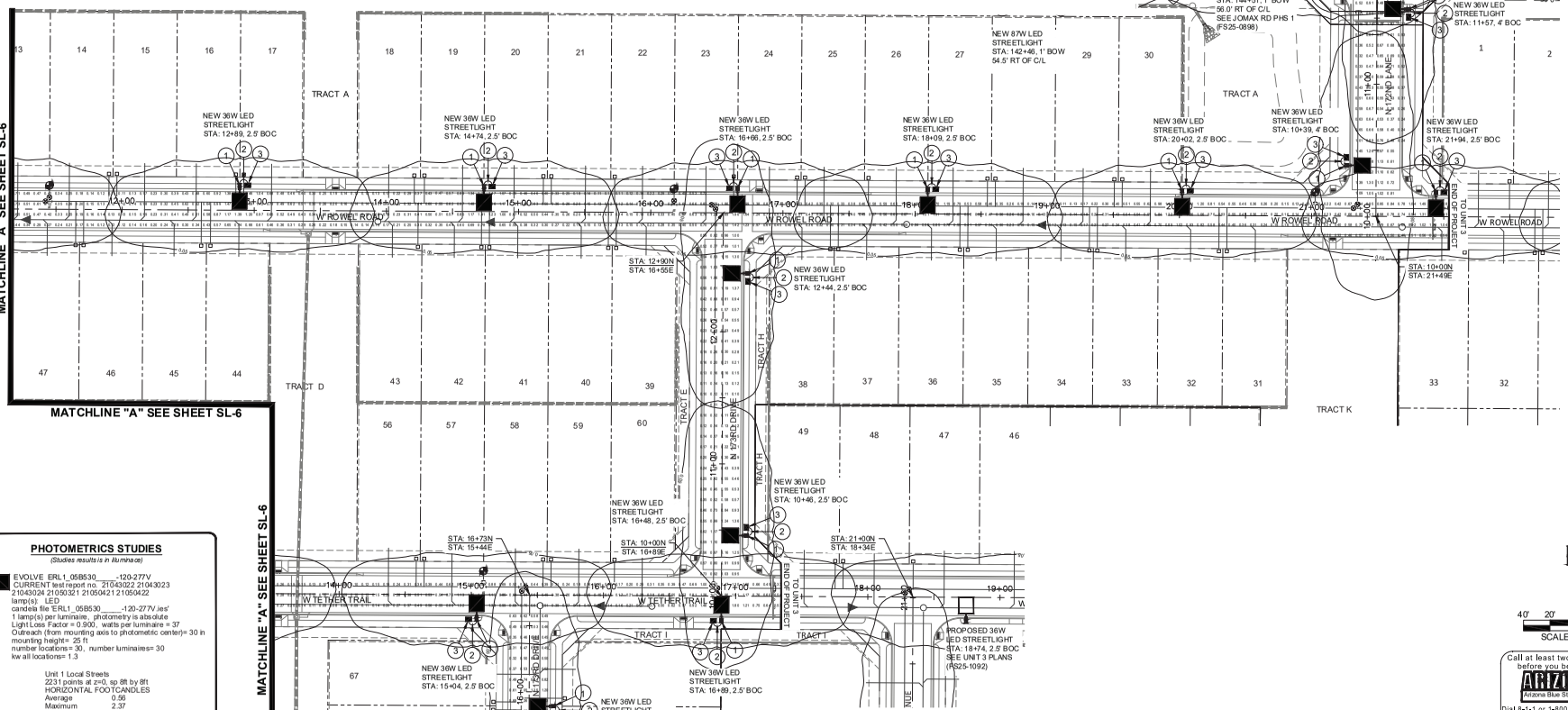
FIRE HYDRANT LOCATION PER CIVIL PLANS

KEY MAP:







PHOTOMETRICS STUDIES

(Studies results is in illuminace)

EVOLVE ERL1_05B530_____-120-277V
CURRENT test report no. 21043022 21043023 21043024 21050321 21050421 21050422
lamp(s): LED
candela file 'ERL1_05B530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
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Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
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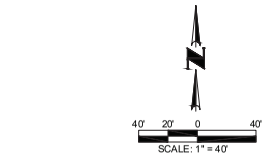
Unit 1 Local Streets
2231 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.56
Maximum	2.37
Minimum	0.07
Avg:Min	8.03
Max:Min	33.86
Coef.Var	0.77
UnifGrad	2.10



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E-mail: doug@hornsconsulting.com
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ASANTE NORTH - UNIT 1
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
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NO	REVISIONS	BY	DATE
A	BASIS OF BEARING	D.H	04/10/26
A	CITY COMMENTS	D.H	2/23/26

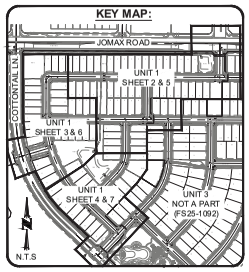
SHEET 5 OF 7

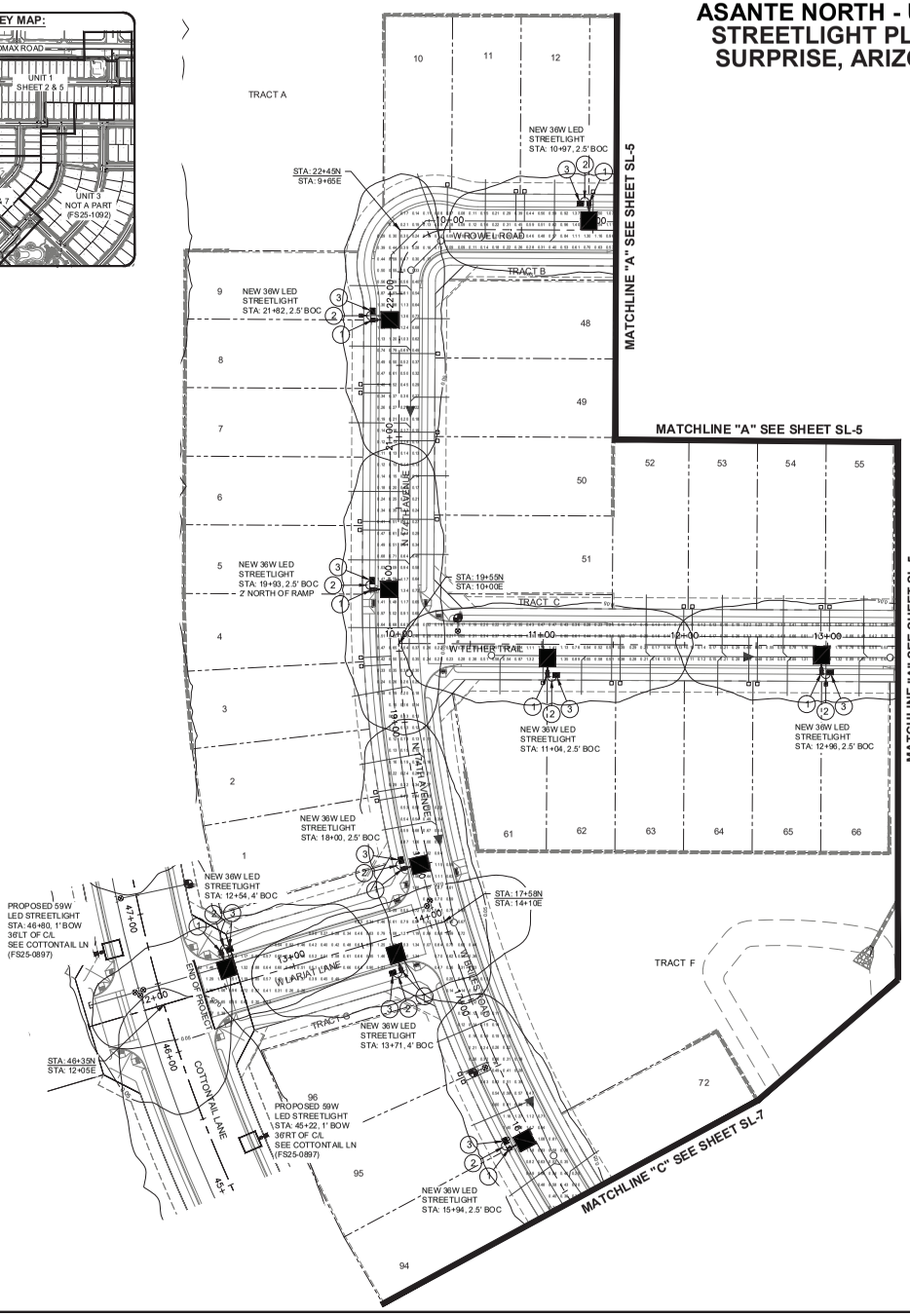
Contact: Doug Horning/Greg Larson,P.E		
Horns Consulting Project #: 25SL5059		
Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1073

ASANTE NORTH - UNIT 1
STREETLIGHT PLANS
SURPRISE, ARIZONA

KEY MAP:





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SCALE: 1" = 40'

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STREET LIGHT PLANS

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NO	REVISIONS	BY	DATE
A	BASIS OF BEARING	D.H.	04/10/26
A	CITY COMMENTS	D.H.	2/23/26

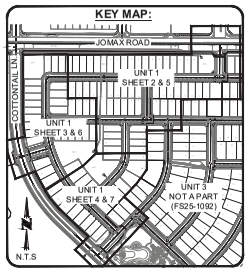
SHEET 6 OF 7

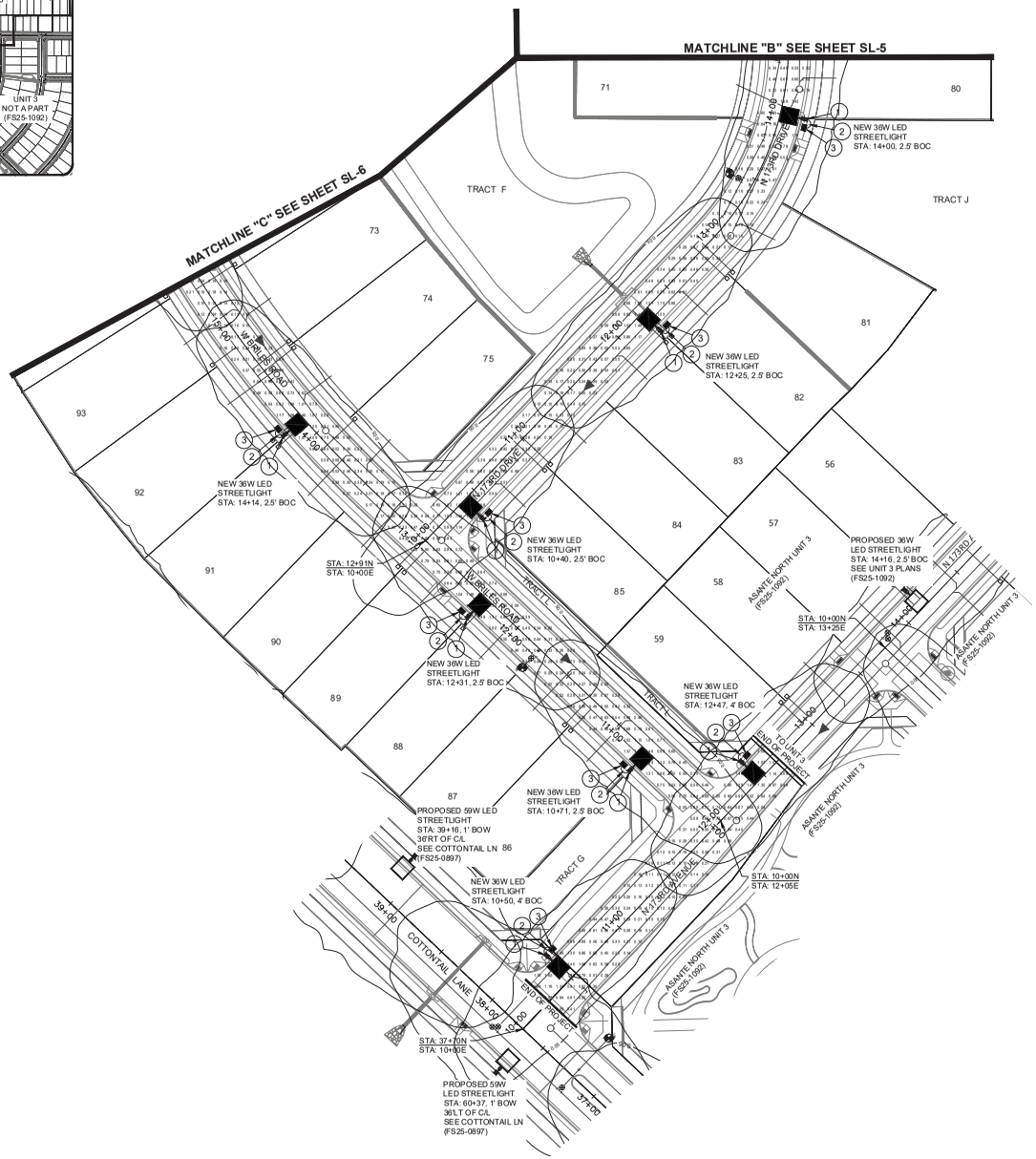
Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL5058

Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1073

ASANTE NORTH - UNIT 1
STREETLIGHT PLANS
SURPRISE, ARIZONA





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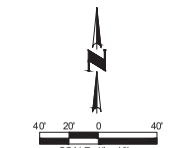

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E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ASANTE NORTH - UNIT 1
PHOTOMETRICS
STREET LIGHT PLANS

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PHOENIX, ARIZONA 85083
PHONE: (623) 295-8990
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NO	REVISIONS	BY	DATE
A	BASIS OF BEARING	D.H.	04/10/26
A	CITY COMMENTS	D.H.	2/23/26

SHEET 7 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL5089

Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1073

ASANTE NORTH - UNIT 2
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND BEING SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

HORNS CONSULTING LLC, ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. HORNS CONSULTING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE, GENERAL ENGINEERING NOTES 2-04

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 SHOWN 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 REPLACED IN KIND AT THE CONTRACTORS 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) 222-7000.
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). TRAFFIC CONTROL PLAN SHALL BE APPROVED BY TRANSPORTATION DEPARTMENT (623-222-1734 OR TRAFFIC.CONTROL@SURPRISE.GOV) PRIOR TO COMMENCEMENT OF WORK.
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 OR ANY LATEST UPDATES.
15. THE CITY OF SURPRISE FIELD INSPECTION TEAM SHALL ENFORCE ANY AND ALL MISSING/CONFLICTING INFORMATION IN THE CONSTRUCTION DOCUMENTS IDENTIFIED DURING CONSTRUCTION INSPECTION. DEVELOPER/CONTRACTOR SHALL COORDINATE ALL REQUESTED WORK AND GET NECESSARY PLAN REVISION IF DIRECTED BY THE FIELD INSPECTION TEAM.

CITY ADDITIONAL NOTES

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

2 CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

Horns Consulting, LLC
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Phone: (623)256-8990
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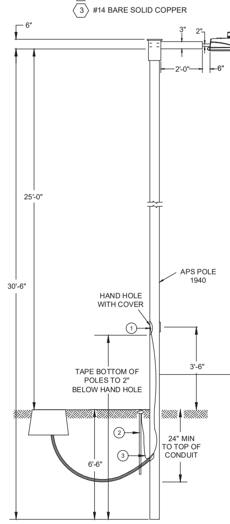
5223 W. Desperado Way, Phoenix, Arizona 85083

① 1a 36W LED (APS 8030) DETAIL 1

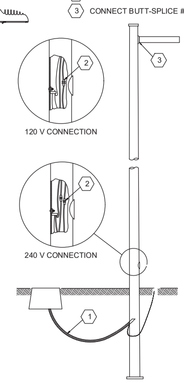
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



② (APS 8130) DETAIL 2

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

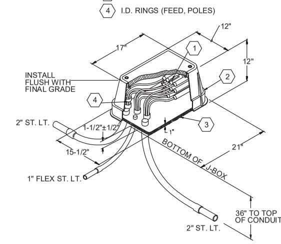
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



③ (APS 8655) DETAIL 3

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

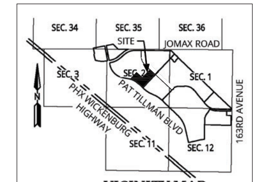
1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



ENGINEER
COLLIERS ENGINEERING & DESIGN
4742 NORTH 24TH STREET, SUITE 270
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZACH.HILGART@COLLIERSENG.COM

OWNER
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JEFF GUNDERSON

MANAGER
LENNAR COMMUNITIES DEVELOPMENT, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JORGE VILLASENOR



VICINITY MAP
NTS

FLOOD ZONE DESIGNATION
THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. COLLIERS ENGINEERING AND DESIGN MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

BASIS OF BEARING
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 36 ALSO BEING THE SOUTHEAST CORNER OF SECTION 35, MONUMENTED BY A 2-INCH ALUMINUM CAP STAMPED " 5N, 2W, SC, S35, S36, T4N, R2W, S2, 37174", DATED 2007 AND THE SOUTH QUARTER CORNER OF SAID SECTION 36 MONUMENTED BY A 2-INCH BRASS CAP STAMPED " GENERAL LAND OFFICE, T5N, R2W, S34, S35, CC, T4N, DATED 1916", CONSIDERED TO BEAR SOUTH 89°40'45" EAST, A DISTANCE OF 2639.49 FEET, AS SHOWN UPON THE FINAL PLAT OF ASANTE - UNIT 3.4A & 3.4B RECORDED AT BOOK 1802 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDERS OFFICE , MARICOPA COUNTY, ARIZONA.

BENCHMARK
FOUND 2" BRASS DISK IN THE NORTHEAST CURB RETURN ON PAT TILLMAN BOULEVARD, 500± WEST OF 163RD AVENUE STAMPED "CITY OF SURPRISE PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

THIS SET OF CONSTRUCTION PLANS HAS BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES FOR REVIEW AND TO DETERMINE ANY POTENTIAL CONFLICTS.

UTILITY COMPANY	COMPANY CONTACT	DATE SUBMITTED	RESPONSE DATE
ARIZONA PUBLIC SERVICE	JEANINE GUARDINO	1/13/2026	1/14/2026
CENTURYLINK	CONFLICT REVIEW	1/13/2026	1/27/2026
COX CABLE	TRAFFIC & MGMT. CENTER	1/13/2026	1/23/2026
SOUTHWEST GAS	CONFLICT REVIEW	1/13/2026	2/11/2026

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 ORDINANCE.

CITY OF SURPRISE ENGINEER — DATE

AS-BUILT CERTIFICATION
I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVED
ENGINEER OF RECORD — DATE

REGISTRATION NO.

REGISTERED SURVEYOR — DATE

REGISTRATION NO.

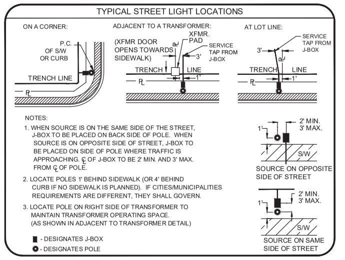
LED NOTE:
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

STREETLIGHT NOTE:
ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.

DETAILS AND LEGEND FOR STREETLIGHTS:

- TYPE II DISTR. ① INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.
- TYPE IV DISTR. 1a
- ② INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- ③ INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE GRAY ROUND POLE TO BE REMOVED AS SPECIFIED ON DESIGN. (TO BE REMOVED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

TYPICAL STREET LIGHT LOCATIONS



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

■ - DESIGNATES J-BOX
● - DESIGNATES POLE

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T.	PHOTOMETRIC	LUMINAIRE
1		LOCAL	37 TOTAL PAID BY SLID	25'-0"	30'-6"	2'-0"	4,900	LED	36W	120V	3000K	TYPE II WIDE	ERL1-0-05-B5-30-A-DKBZ
1a		LOCAL	1 TOTAL PAID BY SLID	25'-0"	30'-6"	2'-0"	4,900	LED	36W	120V	3000K	TYPE IV	ERL1-0-05-D5-30-A-DKBZ
		ITEM DESCRIPTION											
2		1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3		INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL. INSTALL FLUSH WITH SIDEWALK GRADE.											

INDEX
1 ~ COVER SHEET
2 ~ LIGHTING LAYOUT
3 ~ LIGHTING LAYOUT
4 ~ LIGHTING LAYOUT
5 ~ PHOTOMETRICS
6 ~ PHOTOMETRICS
7 ~ PHOTOMETRICS

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

NOTICE OF EXTENDED PAYMENT PROVISION

THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS.

ASANTE NORTH - UNIT 2
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 256-8990
www.hornsconsulting.com

Registered Professional Electrical Engineer, Certificate No. 28582, GREG D LARSON, ARIZONA U.S.A., Date Signed 04-29-26

NO.	REVISIONS	BY	DATE
7			
6			
5			
4			
3			
2	BASIS OF BEARING	D.H.	04/29/26
1	CITY COMMENTS	D.H.	2/23/26

SHEET 1 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505C

Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1074

ASANTE NORTH - UNIT 2
STREETLIGHT PLANS
SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

TYPE II DISTR.
TYPE IV DISTR.

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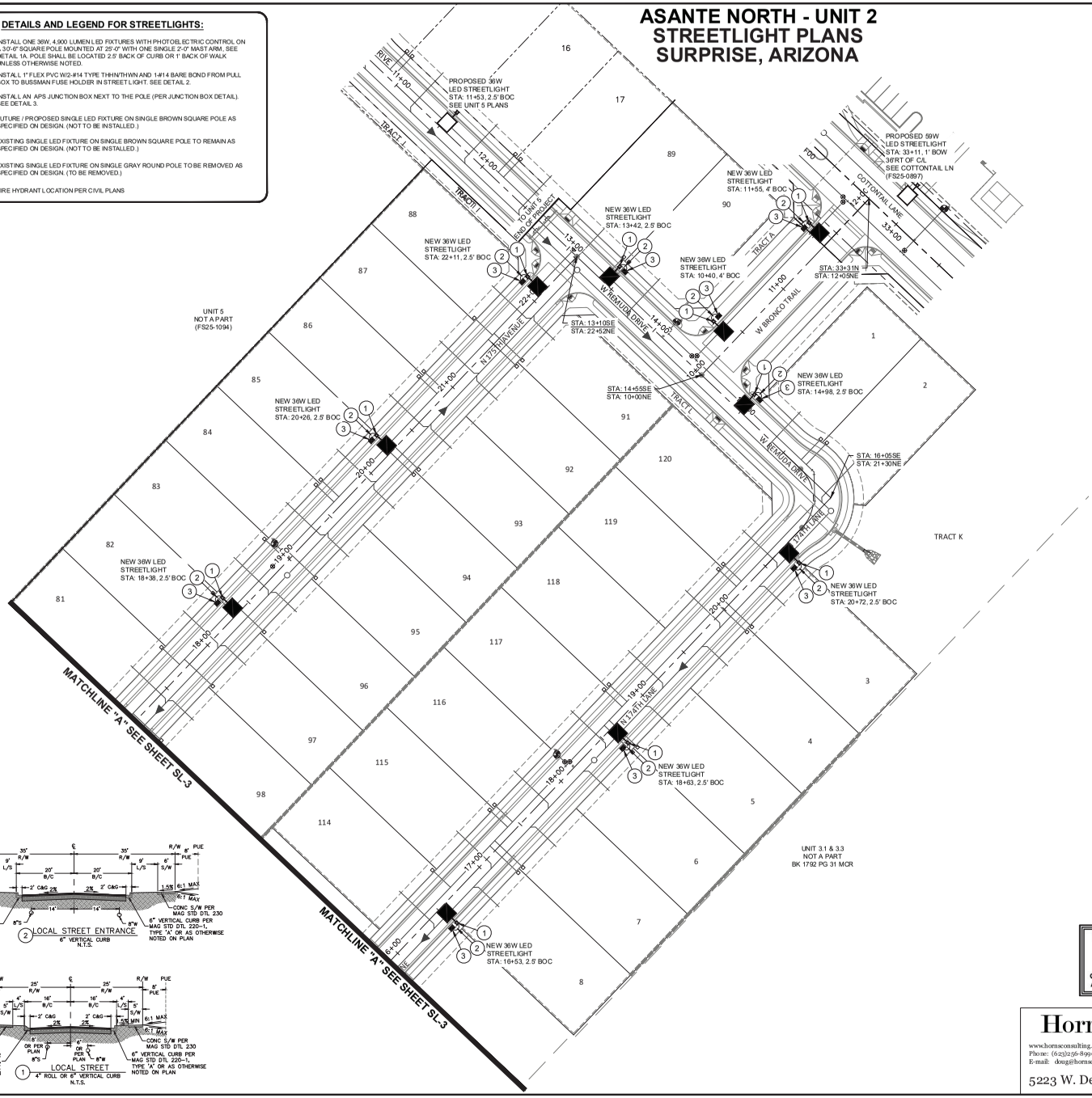
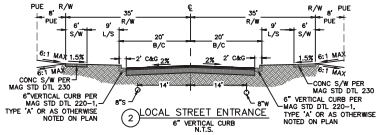
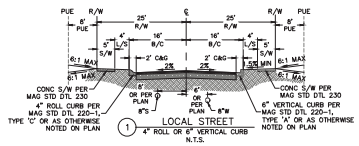
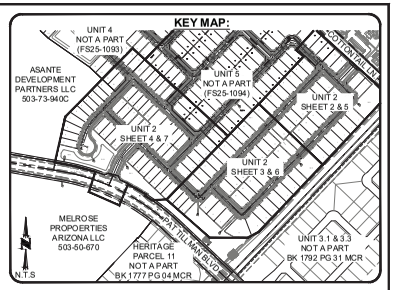
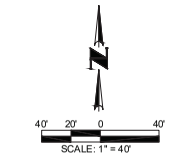
FIRE HYDRANT LOCATION PER CIVIL PLANS











Call at least two full working days before you begin excavation.
ARIZONA811
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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5223 W. Desperado Way, Phoenix, Arizona 85083

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NO	REVISIONS	BY	DATE
	CITY COMMENTS	DH	2/23/26

SHEET 2 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.505C

Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1074

ASANTE NORTH - UNIT 2
STREETLIGHT PLANS
SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

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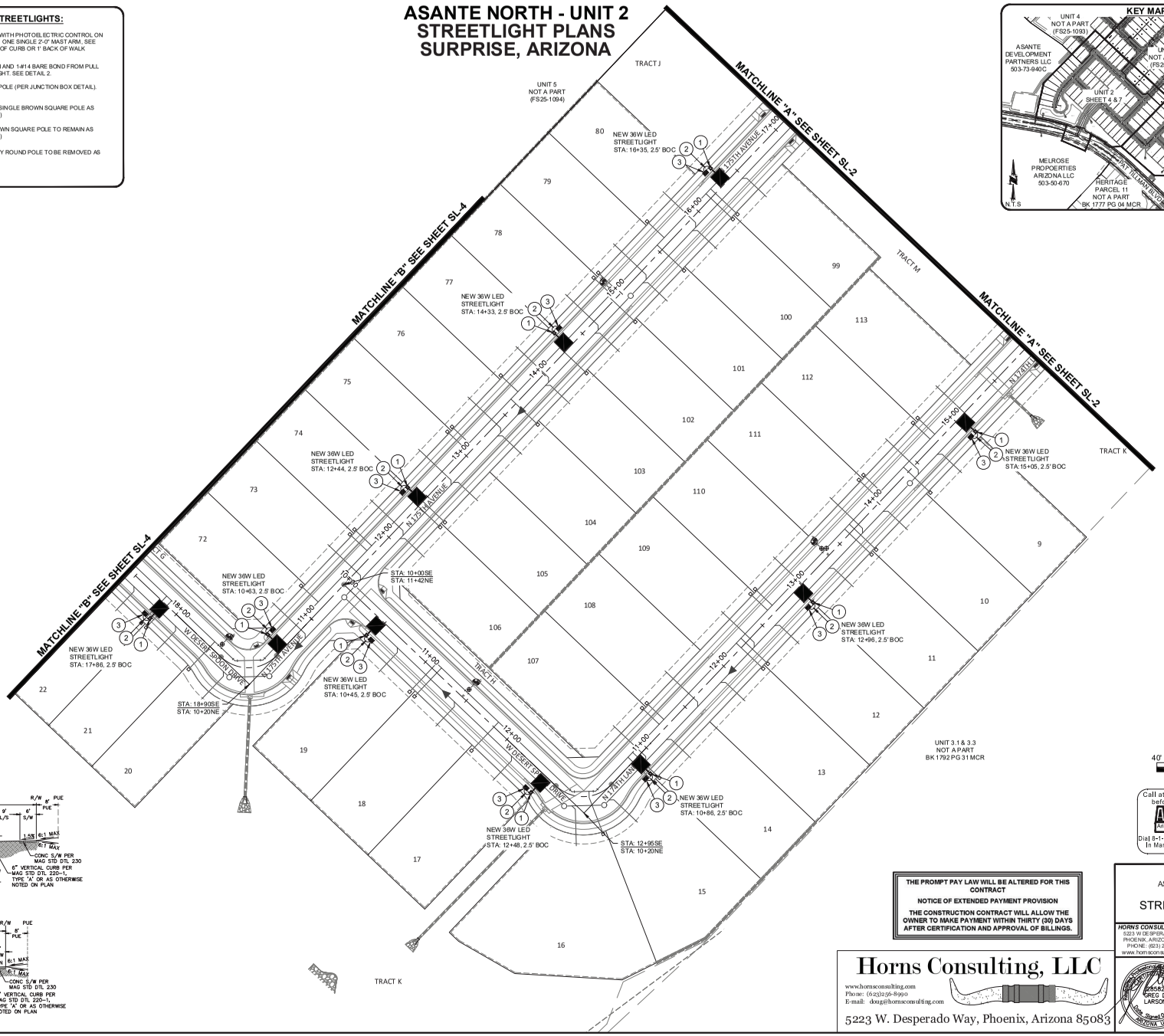

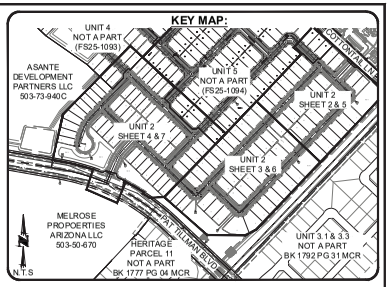

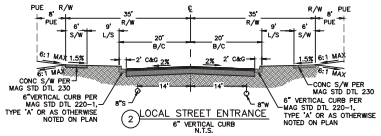

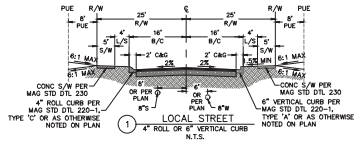

N

40' 20' 0 40'

SCALE: 1" = 40'

Call at least two full working days before you begin excavation.
ARIZONA811
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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	2/23/26

SHEET 3 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.505C

Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1074

ASANTE NORTH - UNIT 2
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SURPRISE, ARIZONA

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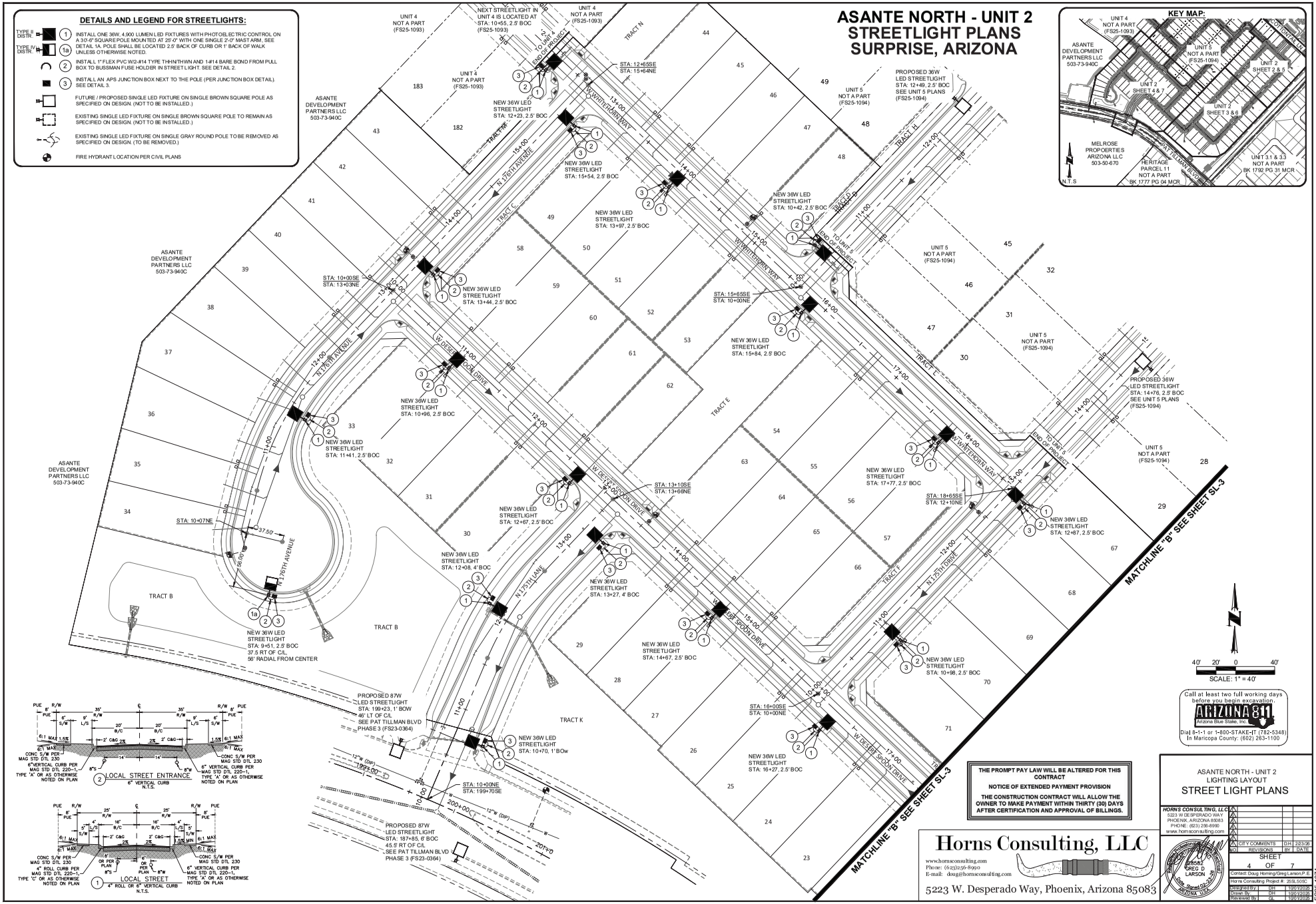
FIRE HYDRANT LOCATION PER CIVIL PLANS

KEY MAP:



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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	2/23/26

SHEET 4 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.505C

Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1074

ASANTE NORTH - UNIT 2
STREETLIGHT PLANS
SURPRISE, ARIZONA

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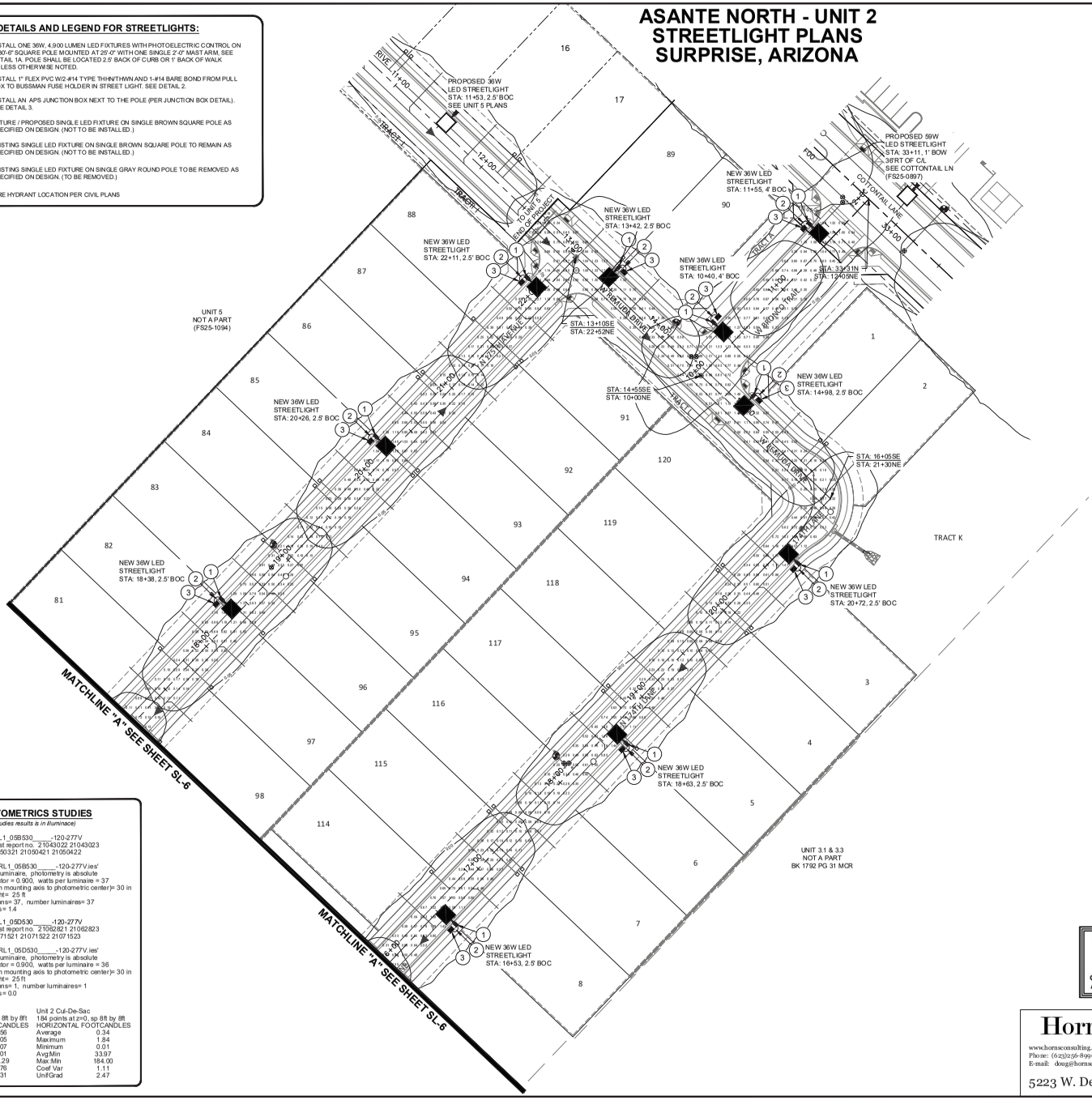
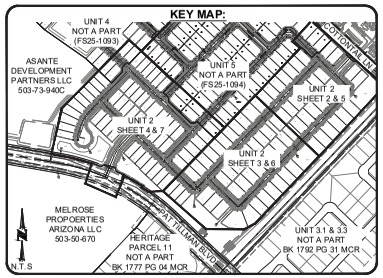


KEY MAP:



PHOTOMETRICS STUDIES

(Studies results is in Iluminace)

EVOLVE ERL1_05B530_____-120-277V
CURRENT test report no. 21043022 21043023 21043024 21050321 21050421 21050422
lamp(s): LED
candela file 'ERL1_05B530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 37
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 37, number luminaires= 37
kw all locations = 1.4

EVOLVE ERL1_05D530_____-120-277V
CURRENT test report no. 21062821 21062823 21063021 21071521 21071522 21071523
lamp(s): LED
candela file 'ERL1_05D530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 36
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 1, number luminaires= 1
kw all locations = 0.0

Unit 2 Local Streets		Unit 2 Cul-De-Sac	
2733 points at z=0, sp 8ft by 8ft		184 points at z=0, sp 8ft by 8ft	
HORIZONTAL FOOTCANDLES		HORIZONTAL FOOTCANDLES	
Average	0.56	Average	0.34
Maximum	2.05	Maximum	1.84
Minimum	0.07	Minimum	0.01
Avg:Min	8.01	Avg:Min	33.97
Max:Min	29.29	Max:Min	184.00
Coef.Var	0.76	Coef.Var	1.11
Unif.Grad	2.31	Unif.Grad	2.47

40' 20' 0 40'
SCALE: 1" = 40'

Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT
NOTICE OF EXTENDED PAYMENT PROVISION
THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS.

Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)236-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ASANTE NORTH - UNIT 2
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 236-8990
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	2/23/26

SHEET 5 OF 7

Contract: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505C

Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1074

ASANTE NORTH - UNIT 2
STREETLIGHT PLANS
SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

TYPE II DISTR.
TYPE IV DISTR.

1. INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 29'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.

1a. INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.

2. INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.

FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

EXISTING SINGLE LED FIXTURE ON SINGLE GRAY ROUND POLE TO BE REMOVED AS SPECIFIED ON DESIGN. (TO BE REMOVED.)

3. FIRE HYDRANT LOCATION PER CIVIL PLANS

PHOTOMETRICS STUDIES

(Studies results is in Iluminace)

EVOLVE ERL1_05B530_____-120-277V
CURRENT test report no. 21043022 21043023 21043024 21050321 21050421 21050422
lamp(s): LED
candela file "ERL1_05B530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 37
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 37, number luminaires= 37
kw all locations = 1.4

EVOLVE ERL1_05D530_____-120-277V
CURRENT test report no. 21062821 21062823 21063021 21071521 21071522 21071523
lamp(s): LED
candela file "ERL1_05D530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 36
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 1, number luminaires= 1
kw all locations = 0.0

Unit 2 Local Streets		Unit 2 Cul-De-Sac	
2733 points at z=0, sp 8ft by 8ft		184 points at z=0, sp 8ft by 8ft	
HORIZONTAL FOOTCANDLES		HORIZONTAL FOOTCANDLES	
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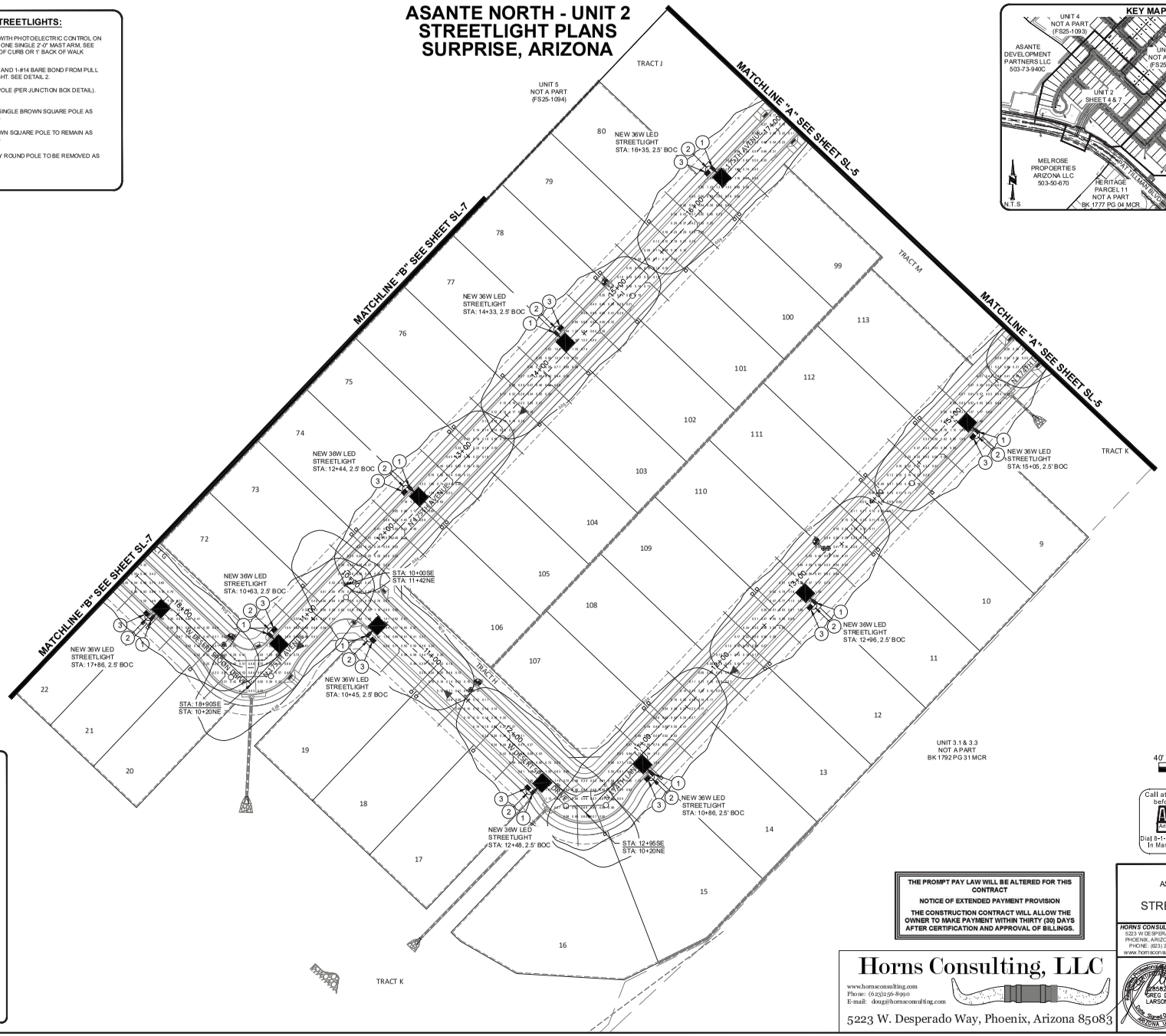
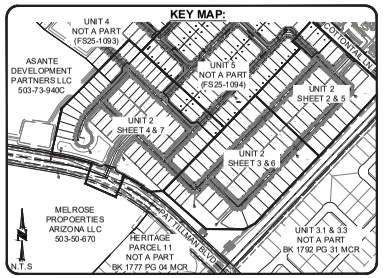
Coef.Var	0.76	Coef.Var	1.11
Unif.Grad	2.31	Unif.Grad	2.47



KEY MAP:



SCALE: 1" = 40'

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ASANTE NORTH - UNIT 2
PHOTOMETRICS
STREET LIGHT PLANS

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PHOENIX, ARIZONA 85083
PHONE: (623) 295-8990
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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	2/23/26

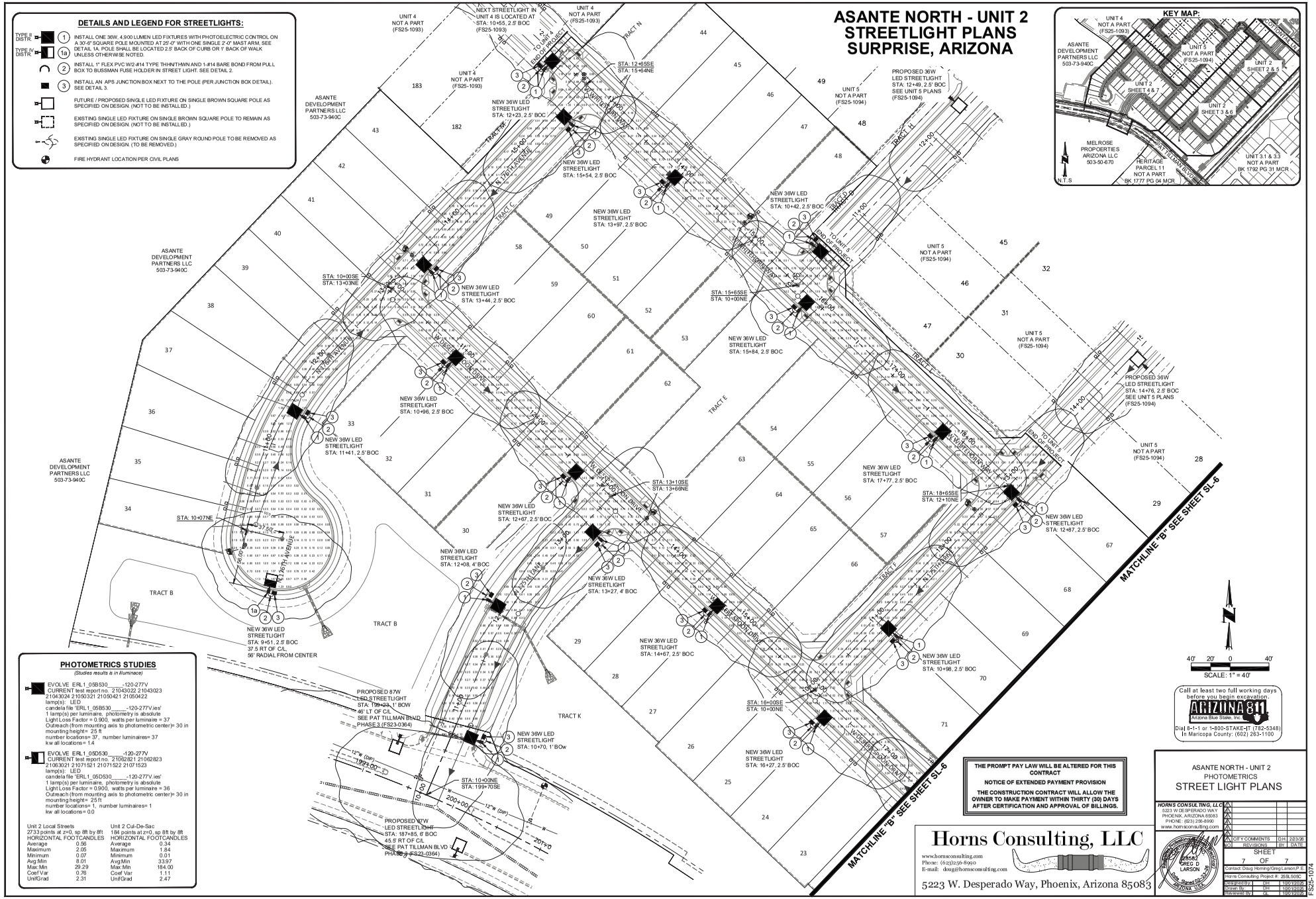
SHEET 6 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505C

Designed By:	DH	10/01/2025
Drawn By:	DH	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1074

ASANTE NORTH - UNIT 2
STREETLIGHT PLANS
SURPRISE, ARIZONA



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candela file "ERL1_05D530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 36
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 1, number luminaires= 1
kw all locations = 0.0

Unit 2 Local Streets		Unit 2 Cul-De-Sac	
2733 points at z=0, sp 8ft by 8ft		184 points at z=0, sp 8ft by 8ft	
HORIZONTAL FOOTCANDLES		HORIZONTAL FOOTCANDLES	
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Coef.Var	0.76	Coef.Var	1.11
Unif.Grad	2.31	Unif.Grad	2.47

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PHONE: (623) 295-8990
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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	D.H.	2/23/26

SHEET 7 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.505C

Designed By:	DH	10/01/2025
Drawn By:	L	10/01/2025
Reviewed By:	GL	10/01/2025

FS25-1074

ASANTE NORTH - UNIT 3
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND BEING SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

HORNS CONSULTING LLC, ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. HORNS CONSULTING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE, GENERAL ENGINEERING NOTES 2-04

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 SHOWN 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 REPLACED IN KIND AT THE CONTRACTORS 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) 222-7000.
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). TRAFFIC CONTROL PLAN SHALL BE APPROVED BY TRANSPORTATION DEPARTMENT (623-222-1734 OR TRAFFIC.CONTROL@SURPRISE.GOV) PRIOR TO COMMENCEMENT OF WORK.
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 OR ANY LATEST UPDATES.
15. THE CITY OF SURPRISE FIELD INSPECTION TEAM SHALL ENFORCE ANY AND ALL MISSING/CONFLICTING INFORMATION IN THE CONSTRUCTION DOCUMENTS IDENTIFIED DURING CONSTRUCTION INSPECTION. DEVELOPER/CONTRACTOR SHALL COORDINATE ALL REQUESTED WORK AND GET NECESSARY PLAN REVISION IF DIRECTED BY THE FIELD INSPECTION TEAM.

CITY ADDITIONAL NOTES

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

2 CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

Horns Consulting, LLC
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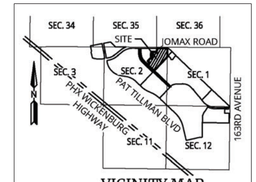
Phone: (623)256-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ENGINEER
COLLIERS ENGINEERING & DESIGN
4742 NORTH 24TH STREET, SUITE 270
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZACH.HILGART@COLLIERSENG.COM

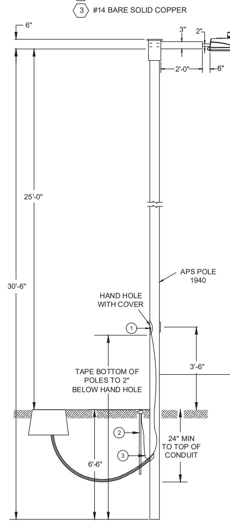
OWNER
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JEFF GUNDERSON

MANAGER
LENNAR COMMUNITIES DEVELOPMENT, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JORGE VILLASENOR

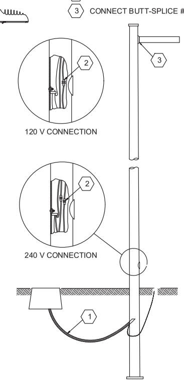


VICINITY MAP
NTS

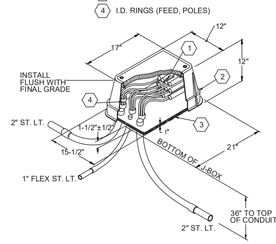
① 36W LED (APS 8030) DETAIL 1
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



② (APS 8130) DETAIL 2
TO BE USED IN CONJUNCTION WITH WITH LED LIGHTS AS SHOWN IN DETAIL #1
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



③ (APS 8655) DETAIL 3
TO BE USED IN CONJUNCTION WITH WITH LED LIGHTS AS SHOWN IN DETAIL #1
1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



THIS SET OF CONSTRUCTION PLANS HAS BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES FOR REVIEW AND TO DETERMINE ANY POTENTIAL CONFLICTS.

UTILITY COMPANY	COMPANY CONTACT	DATE SUBMITTED	RESPONSE DATE
ARIZONA PUBLIC SERVICE	JEANINE GUARDINO	1/27/2026	1/28/2026
LUMEN	CONFLICT REVIEW	1/27/2026	2/26/2026
COX CABLE	TRAFFIC & MGMT. CENTER	1/27/2026	1/29/2026
SOUTHWEST GAS	CONFLICT REVIEW	1/27/2026	1/29/2026

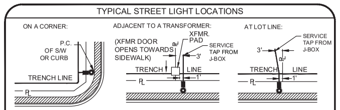
LED NOTE:
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

STREETLIGHT NOTE:
ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.

DETAILS AND LEGEND FOR STREETLIGHTS:

TYPE II DISTR.
- ① INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.
- ② INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- ③ INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE GRAY ROUND POLE TO BE REMOVED AS SPECIFIED ON DESIGN. (TO BE REMOVED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

TYPICAL STREET LIGHT LOCATIONS



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

■ - DESIGNATES J-BOX
● - DESIGNATES POLE

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T.	PHOTOMETRIC	LUMINAIRE
①		LOCAL	33 TOTAL PAID BY SLID	25'-0"	30'-6"	2'-0"	4,900	LED	36W	120V	3000K	TYPE II WIDE	ERL1-0-05-B5-30-A-DKBZ
		ITEM DESCRIPTION											
②		1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
③		INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL. INSTALL FLUSH WITH SIDEWALK GRADE.											

FLOOD ZONE DESIGNATION
THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. COLLIERS ENGINEERING AND DESIGN MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

BASIS OF BEARING
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 36 ALSO BEING THE SOUTHEAST CORNER OF SECTION 35, MONUMENTED BY A 2-INCH ALUMINUM CAP STAMPED " 5N, 2W, SC, S35, S36, T4N, R2W, S2, 37174", DATED 2007 AND THE SOUTH QUARTER CORNER OF SAID SECTION 36 MONUMENTED BY A 2-INCH BRASS CAP STAMPED " GENERAL LAND OFFICE, T5N, R2W, S34, S35, CC, T4N, DATED 1916", CONSIDERED TO BEAR SOUTH 89°40'45" EAST, A DISTANCE OF 2639.49 FEET, AS SHOWN UPON THE FINAL PLAT OF ASANTE - UNIT 3.4A & 3.4B RECORDED AT BOOK 1802 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDERS OFFICE , MARICOPA COUNTY, ARIZONA.

BENCHMARK
FOUND 2" BRASS DISK IN THE NORTHEAST CURB RETURN ON PAT TILLMAN BOULEVARD, 500± WEST OF 163RD AVENUE STAMPED "CITY OF SURPRISE PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

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 ORDINANCE.

CITY OF SURPRISE ENGINEER ____ DATE

AS-BUILT CERTIFICATION
I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVED
ENGINEER OF RECORD ____ DATE

REGISTRATION NO.

REGISTERED SURVEYOR ____ DATE

REGISTRATION NO.

INDEX

1 ~ COVER SHEET
2 ~ LIGHTING LAYOUT
3 ~ LIGHTING LAYOUT
4 ~ LIGHTING LAYOUT
5 ~ PHOTOMETRICS
6 ~ PHOTOMETRICS
7 ~ PHOTOMETRICS

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

NOTICE OF EXTENDED PAYMENT PROVISION

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ASANTE NORTH - UNIT 3
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 256-8990
www.hornsconsulting.com

Registered Professional Engineer (Electrical) CERTIFICATE NO. 28582 GREG D LARSON Date Signed 04-29-26 ARIZONA, U.S.A.

NO.	REVISIONS	BY	DATE
7			
6			
5			
4			
3			
2	BASIS OF BEARING	D.H.	04/29/26
1	CITY COMMENTS	D.H.	3/16/26

SHEET 1 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505D

Designed By:	DH	11/10/2025
Drawn By:	DH	11/10/2025
Reviewed By:	GL	11/10/2025

FS25-1092

ASANTE NORTH - UNIT 3
STREETLIGHT PLANS
SURPRISE, ARIZONA

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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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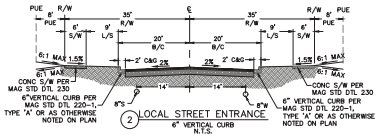

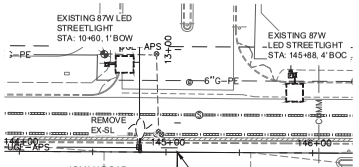

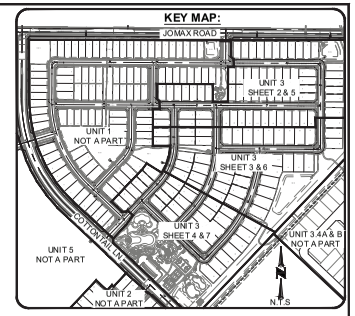

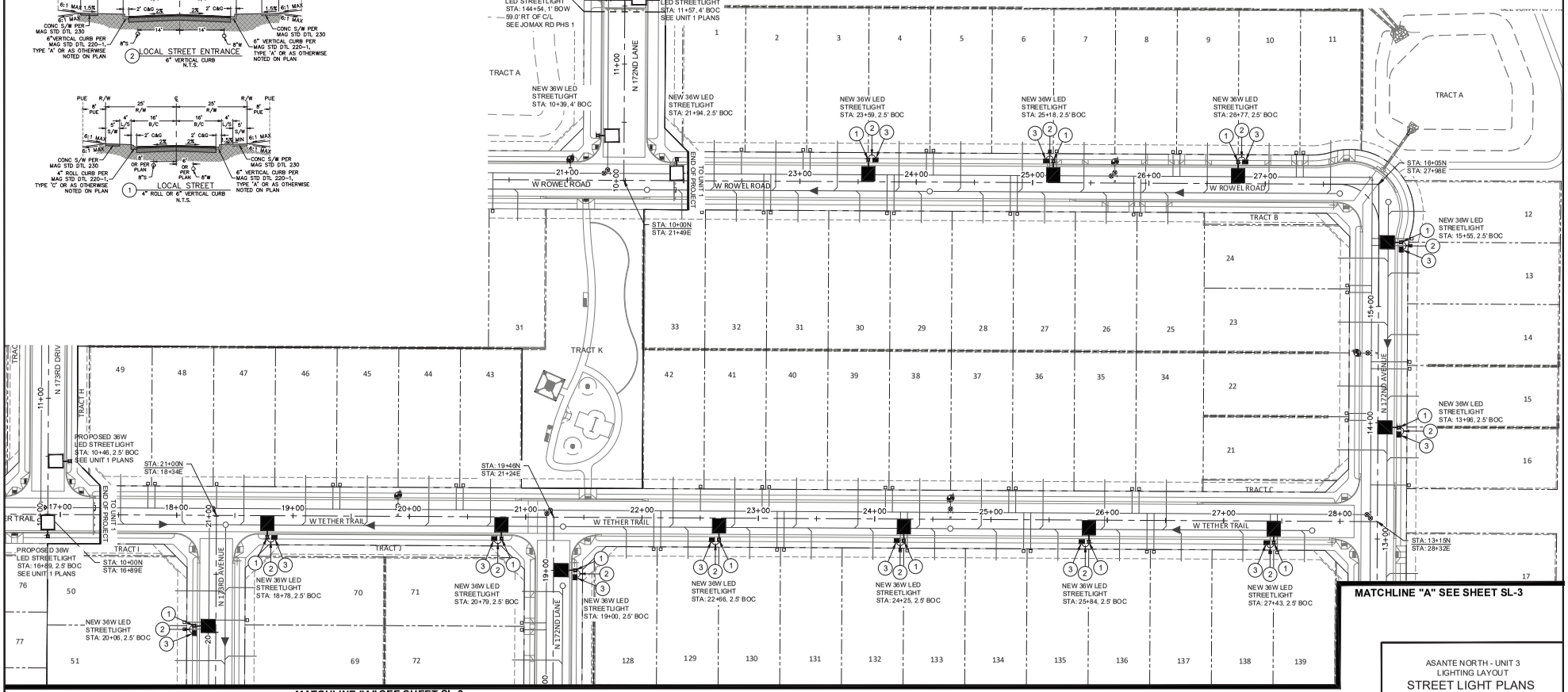

MATCHLINE "A" SEE SHEET SL-3

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N

40' 20' 0 40'
SCALE: 1" = 40'

ASANTE NORTH - UNIT 3
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
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PHONE: (623) 295-8990
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	3/16/26

SHEET 2 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.50SD

Designed By:	DH	11/10/2025
Drawn By:	DH	11/10/2025
Reviewed By:	GL	11/10/2025

FS25-1092

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www.hornsconsulting.com
Phone: (623)295-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

Professional Engineer
GREG D. LARSON
25582
Expires 09-30-26
ARIZONA U.S.A.

ASANTE NORTH - UNIT 3
STREETLIGHT PLANS
SURPRISE, ARIZONA

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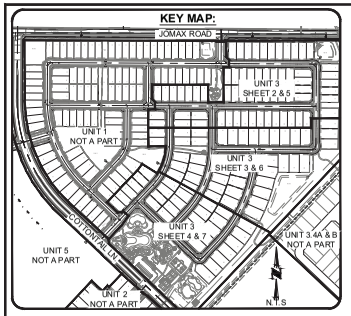

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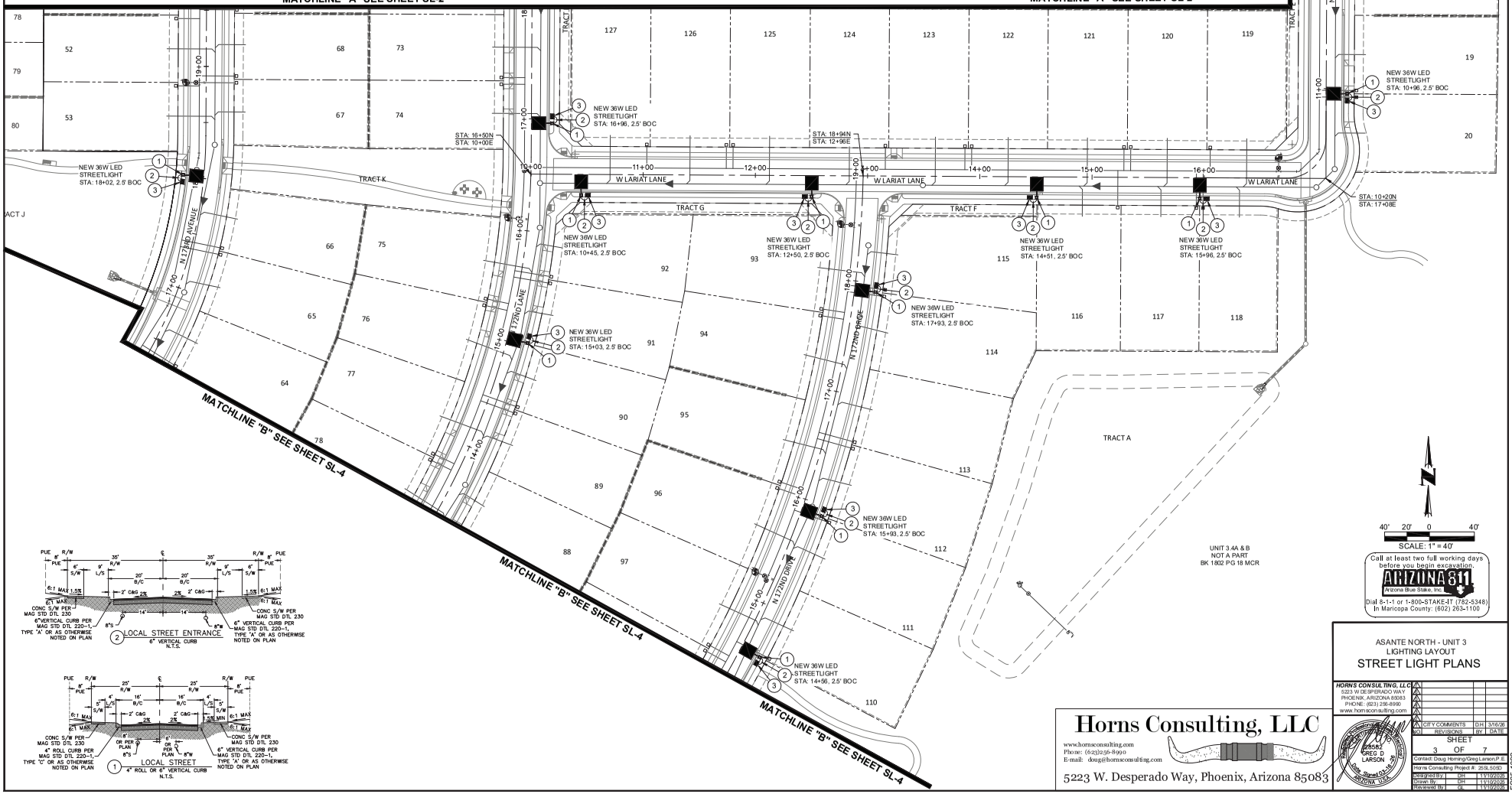

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NO	REVISIONS	BY	DATE
	CITY COMMENTS	DH	3/16/26

SHEET 3 OF 7

Contact: Doug Horning/Greg Larson,P.E.		
Horns Consulting Project #: 253.50SD		
Designed By:	DH	11/10/2025
Drawn By:	DH	11/10/2025
Reviewed By:	GL	11/10/2025

FS225-1092

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www.hornsconsulting.com
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5223 W. Desperado Way, Phoenix, Arizona 85083

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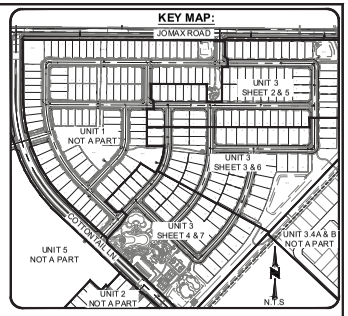
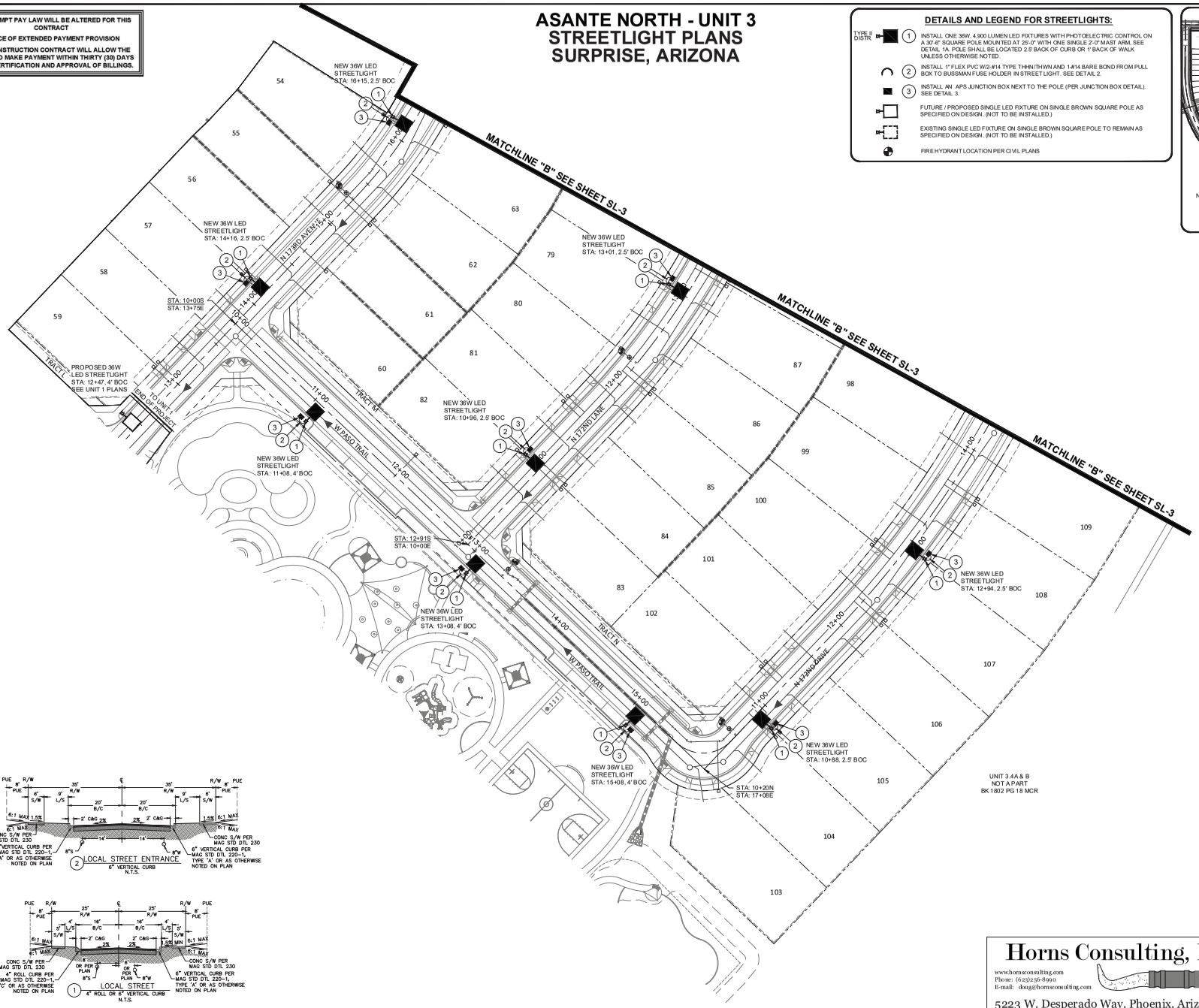
FIRE HYDRANT LOCATION PER CIVIL PLANS

KEY MAP:





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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	3/16/26

SHEET 4 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253_50SD

Designed By	DH	11/10/2025
Drawn By	DH	11/10/2025
Reviewed By	GL	11/10/2025

FS25-1092

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5223 W. Desperado Way, Phoenix, Arizona 85083

REGISTERED PROFESSIONAL ENGINEER 25582 GREG D. LARSON 09-30-26 ARIZONA U.S.A.

ASANTE NORTH - UNIT 3
STREETLIGHT PLANS
SURPRISE, ARIZONA

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PHOTOMETRICS STUDIES

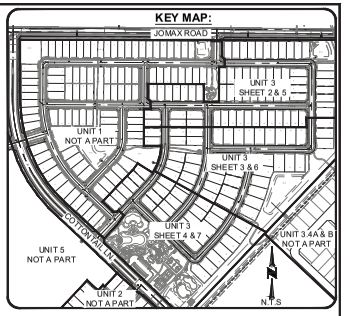
(Studies results is in iluminace)

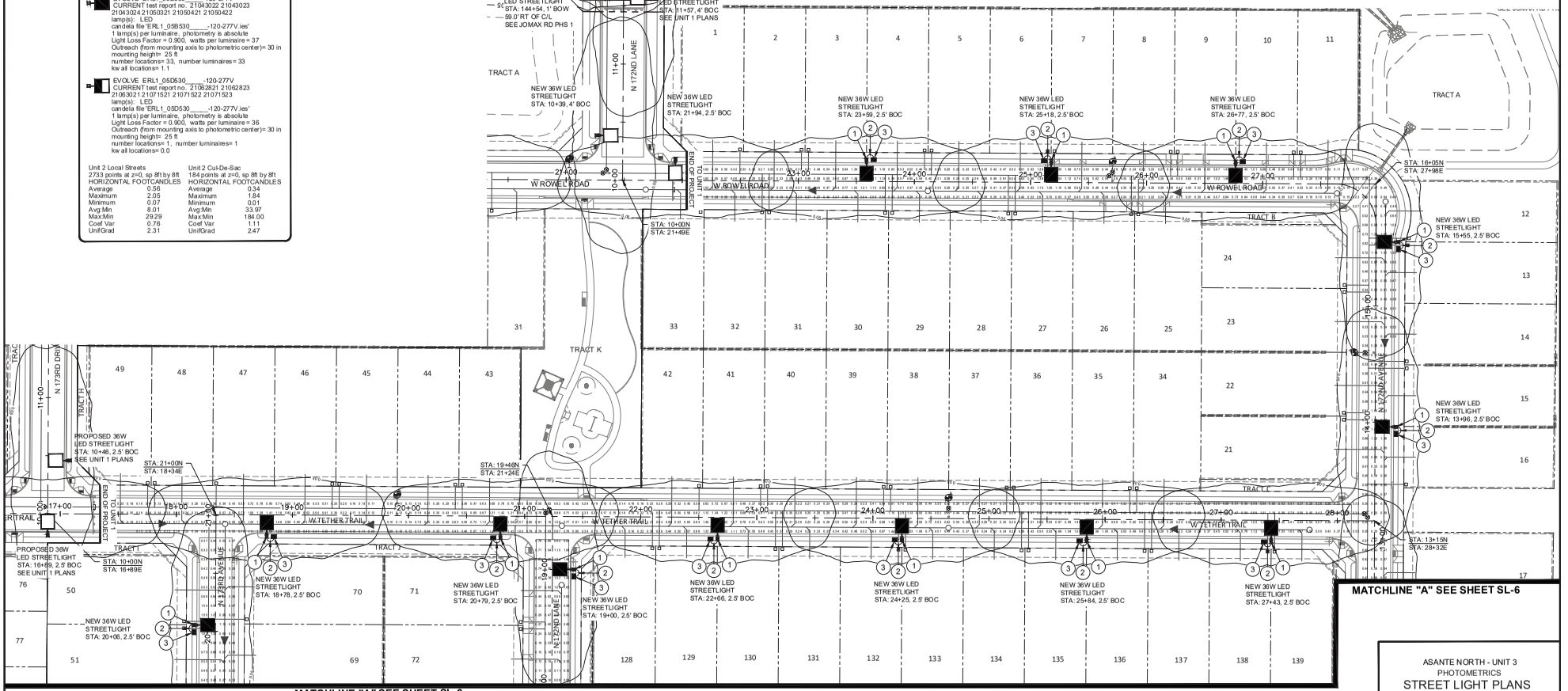
EVOLVE ERL1_05B530_____-120-277V
CURRENT test report no. 21043022 21043023 21043024 21050321 21050421 21050422
lamp(s): LED
candela file 'ERL1_05B530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 37
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 33, number luminaires = 33
kw all locations= 1.1

EVOLVE ERL1_05D530_____-120-277V
CURRENT test report no. 21062821 21062823 21063021 21071521 21071522 21071523
lamp(s): LED
candela file 'ERL1_05D530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 36
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 1, number luminaires= 1
kw all locations= 0.0

Unit 2 Local Streets		Unit 2 Cul-De-Sac	
2733 points at z=0, sp 8ft by 8ft		184 points at z=0, sp 8ft by 8ft	
HORIZONTAL FOOTCANDLES		HORIZONTAL FOOTCANDLES	
Average	0.56	Average	0.34
Maximum	2.05	Maximum	1.84
Minimum	0.07	Minimum	0.01
Avg/Min	8.01	Avg/Min	33.97
Max/Min	29.29	Max/Min	184.00
Coef Var	0.76	Coef Var	1.11
Unif/Grad	2.31	Unif/Grad	2.47

KEY MAP:





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ASANTE NORTH - UNIT 3
PHOTOMETRICS
STREET LIGHT PLANS

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NO	REVISIONS	BY	DATE
	CITY COMMENTS	D.H.	3/16/26

SHEET 5 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505D

Designed By:	DH	1/1/1/2026
Drawn By:	DH	1/1/1/2026
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ASANTE NORTH - UNIT 3
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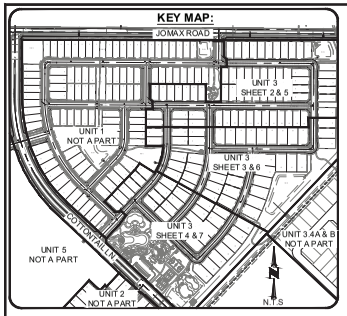

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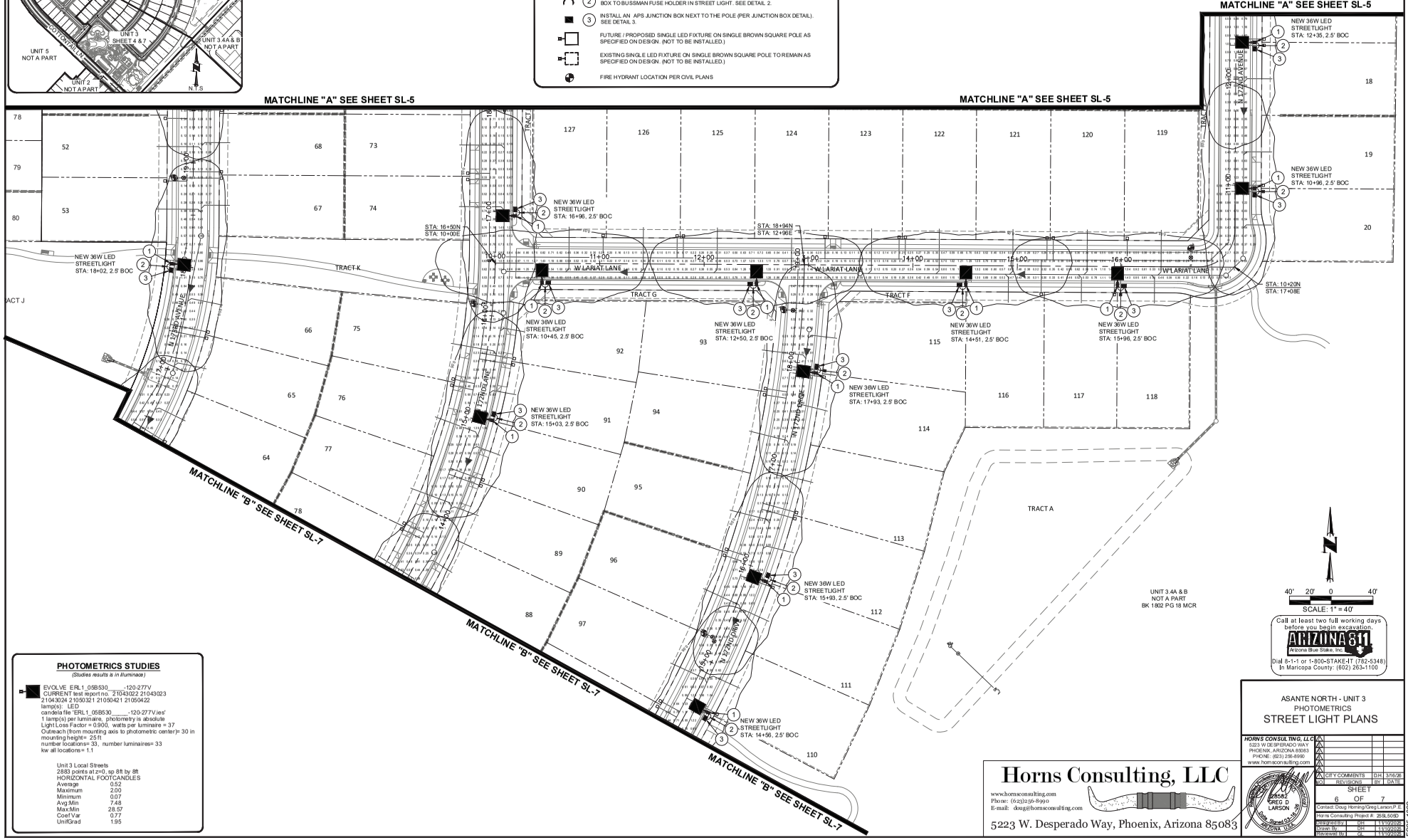

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Average	0.52
Maximum	2.00
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Avg:Min	7.48
Max:Min	28.57
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UnifGrad	1.95

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SHEET 6 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505D

Designed By:	DH	1/1/1/2025
Drawn By:	DH	1/1/1/2025
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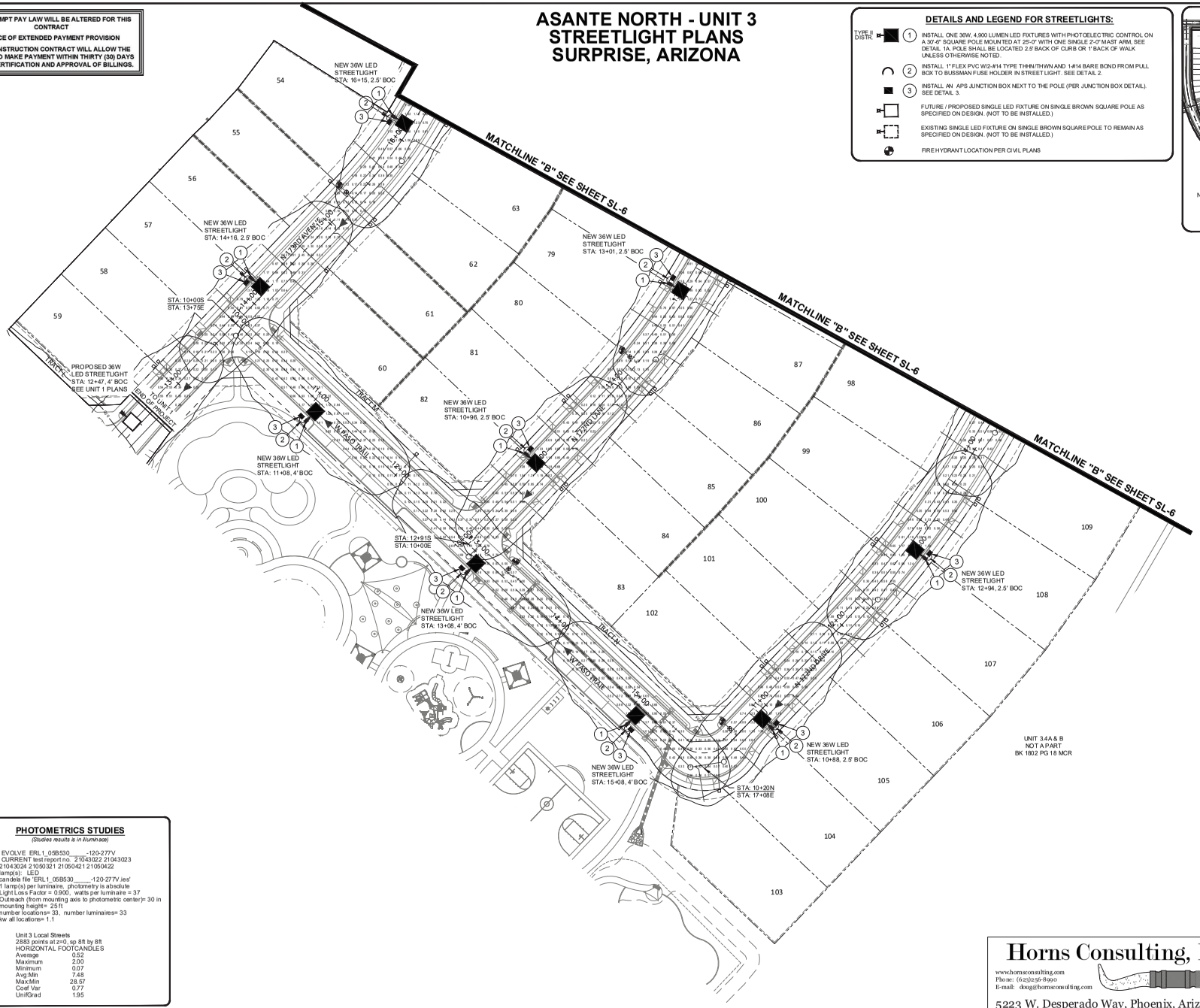


DETAILS AND LEGEND FOR STREETLIGHTS:

1. INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.
2. INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREETLIGHT. SEE DETAIL 2.
3. INSTALL #N APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.

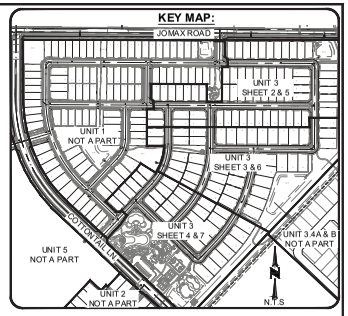
TYPE II DISTR.

FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

FIRE HYDRANT LOCATION PER CIVIL PLANS

KEY MAP:



PHOTOMETRICS STUDIES

(Studies results is in Illuminace)

EVOLVE ERL1_05B530_____-120-277V
CURRENT test report no. 21043022 21043023 21043024 21050321 21050421 21050422
lamp(s): LED
candela file "ERL1_05B530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 37
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25ft
number locations= 33, number luminaires= 33
kw all locations= 1.1

Unit 3 Local Streets
2883 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.52
Maximum	2.00
Minimum	0.07
Avg:Min	7.48
Max:Min	28.57
Coef Var	0.77
UnifGrad	1.95

40' 20' 0 40'
SCALE: 1" = 40'

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

ASANTE NORTH - UNIT 3
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 295-8990
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	3/16/26

SHEET 7 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505D

Designed By	DH	11/10/2025
Drawn By	DH	11/10/2025
Reviewed By	GL	11/10/2025

FS25-1092

Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)295-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ASANTE NORTH - UNIT 4
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF LAND BEING SITUATED WITHIN SECTIONS 1 & 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

HORNS CONSULTING LLC, ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. HORNS CONSULTING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE, GENERAL ENGINEERING NOTES 2-04

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 SHOWN 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 REPLACED IN KIND AT THE CONTRACTORS 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) 222-7000.
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). TRAFFIC CONTROL PLAN SHALL BE APPROVED BY TRANSPORTATION DEPARTMENT (623-222-1734 OR TRAFFIC.CONTROL@SURPRISE.GOV) PRIOR TO COMMENCEMENT OF WORK.
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 OR ANY LATEST UPDATES.
15. THE CITY OF SURPRISE FIELD INSPECTION TEAM SHALL ENFORCE ANY AND ALL MISSING/CONFLICTING INFORMATION IN THE CONSTRUCTION DOCUMENTS IDENTIFIED DURING CONSTRUCTION INSPECTION. DEVELOPER/CONTRACTOR SHALL COORDINATE ALL REQUESTED WORK AND GET NECESSARY PLAN REVISION IF DIRECTED BY THE FIELD INSPECTION TEAM.

CITY ADDITIONAL NOTES

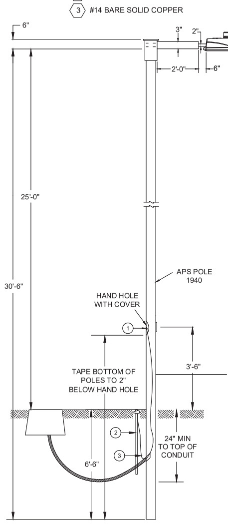
1 THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

2 CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)256-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

1 / 1a — 36W LED (APS 8030) DETAIL 1

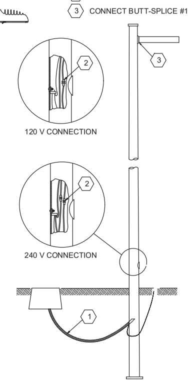
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



2 — (APS 8130) DETAIL 2

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

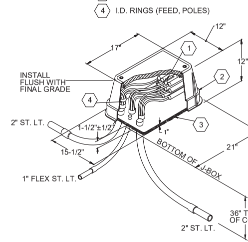
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



3 — (APS 8655) DETAIL 3

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

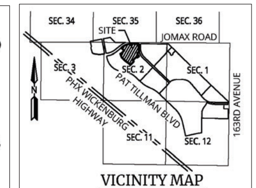
1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"X15"X12"
3. CONCRETE GROUT PREMIX
4. I.D. RINGS (FEED, POLES)



FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. COLLIERS ENGINEERING AND DESIGN MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.



VICINITY MAP
NTS

ENGINEER

COLLIERS ENGINEERING & DESIGN
4742 NORTH 24TH STREET, SUITE 270
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZACH.HILGART@COLLIERSENG.COM

OWNER

ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JEFF GUNDERSON

MANAGER

LENNAR COMMUNITIES DEVELOPMENT, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JORGE VILLASENOR

BASIS OF BEARING

BASIS OF BEARING IS S00°43'44"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

BENCHMARK

FOUND 2" BRASS DISK IN THE NORTHEAST CURB RETURN ON PAT TILLMAN BOULEVARD, 500± WEST OF 163RD AVENUE STAMPED "CITY OF SURPRISE PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

THIS SET OF CONSTRUCTION PLANS HAS BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES FOR REVIEW AND TO DETERMINE ANY POTENTIAL CONFLICTS.

UTILITY COMPANY	COMPANY CONTACT	DATE SUBMITTED	RESPONSE DATE
ARIZONA PUBLIC SERVICE	JEANINE GUARDINO	1/27/2026	1/28/2026
LUMEN	CONFLICT REVIEW	1/27/2026	1/28/2026
COX CABLE	TRAFFIC & MGMT. CENTER	1/28/2026	2/4/2026
SOUTHWEST GAS	CONFLICT REVIEW	1/28/2026	2/9/2026

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

STREETLIGHT NOTE:
ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.

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 ORDINANCE.

CITY OF SURPRISE ENGINEER ____________ DATE

AS-BUILT CERTIFICATION

I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

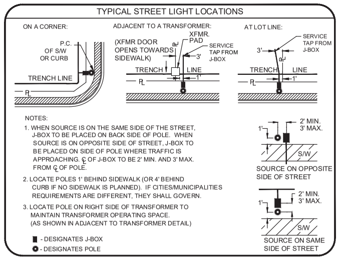
APPROVED
ENGINEER OF RECORD ____________ DATE

REGISTRATION NO. ____________

REGISTERED SURVEYOR ____________ DATE

REGISTRATION NO. ____________

TYPICAL STREET LIGHT LOCATIONS



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

■ - DESIGNATES J-BOX
● - DESIGNATES POLE

DETAILS AND LEGEND FOR STREETLIGHTS:

TYPE II DISTR. / TYPE IV DISTR.

1 / 1a — INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.

2 — INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.

3 — INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.

FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

EXISTING SINGLE LED FIXTURE ON SINGLE GRAY ROUND POLE TO BE REMOVED AS SPECIFIED ON DESIGN. (TO BE REMOVED.)

FIRE HYDRANT LOCATION PER CIVIL PLANS

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T.	PHOTOMETRIC	LUMINAIRE
1	■	LOCAL	50 TOTAL PAID BY SLID	25'-0"	30'-6"	2'-0"	4,900	LED	36W	120V	3000K	TYPE II WIDE	ERL1-0-05-B5-30-A-DKBZ
1a	◧	LOCAL	1 TOTAL PAID BY SLID	25'-0"	30'-6"	2'-0"	4,900	LED	36W	120V	3000K	TYPE IV	ERL1-0-05-D5-30-A-DKBZ
		ITEM DESCRIPTION											
2	◠	1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL. INSTALL FLUSH WITH SIDEWALK GRADE.											

INDEX

1 ~ COVER SHEET
2 ~ LIGHTING LAYOUT
3 ~ LIGHTING LAYOUT
4 ~ LIGHTING LAYOUT
5 ~ LIGHTING LAYOUT
6 ~ LIGHTING LAYOUT
7 ~ PHOTOMETRICS
8 ~ PHOTOMETRICS
9 ~ PHOTOMETRICS
10 ~ PHOTOMETRICS
11 ~ PHOTOMETRICS

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

NOTICE OF EXTENDED PAYMENT PROVISION

THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS.

ASANTE NORTH - UNIT 4
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 256-8990
www.hornsconsulting.com

Registered Professional Engineer (Electrical), Certificate No. 28582, GREG D LARSON, ARIZONA U.S.A., Date Signed 03-16-26

NO.	REVISIONS	BY	DATE
1	CITY COMMENTS	D.H.	3/16/26
2			
3			
4			
5			
6			

SHEET 1 OF 7

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505E

Designed By:	DH	11/10/2025
Drawn By:	DH	11/10/2025
Reviewed By:	GL	11/10/2025

FS25-1093

ASANTE NORTH - UNIT 4
STREETLIGHT PLANS
SURPRISE, ARIZONA

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

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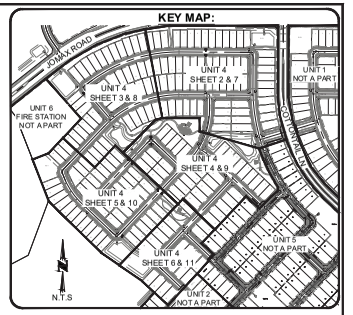
Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

KEY MAP:



DETAILS AND LEGEND FOR STREETLIGHTS:

TYPE III DISTR	1	INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.
TYPE IV DISTR	1a	
	2	INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
	3	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
		FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
		EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
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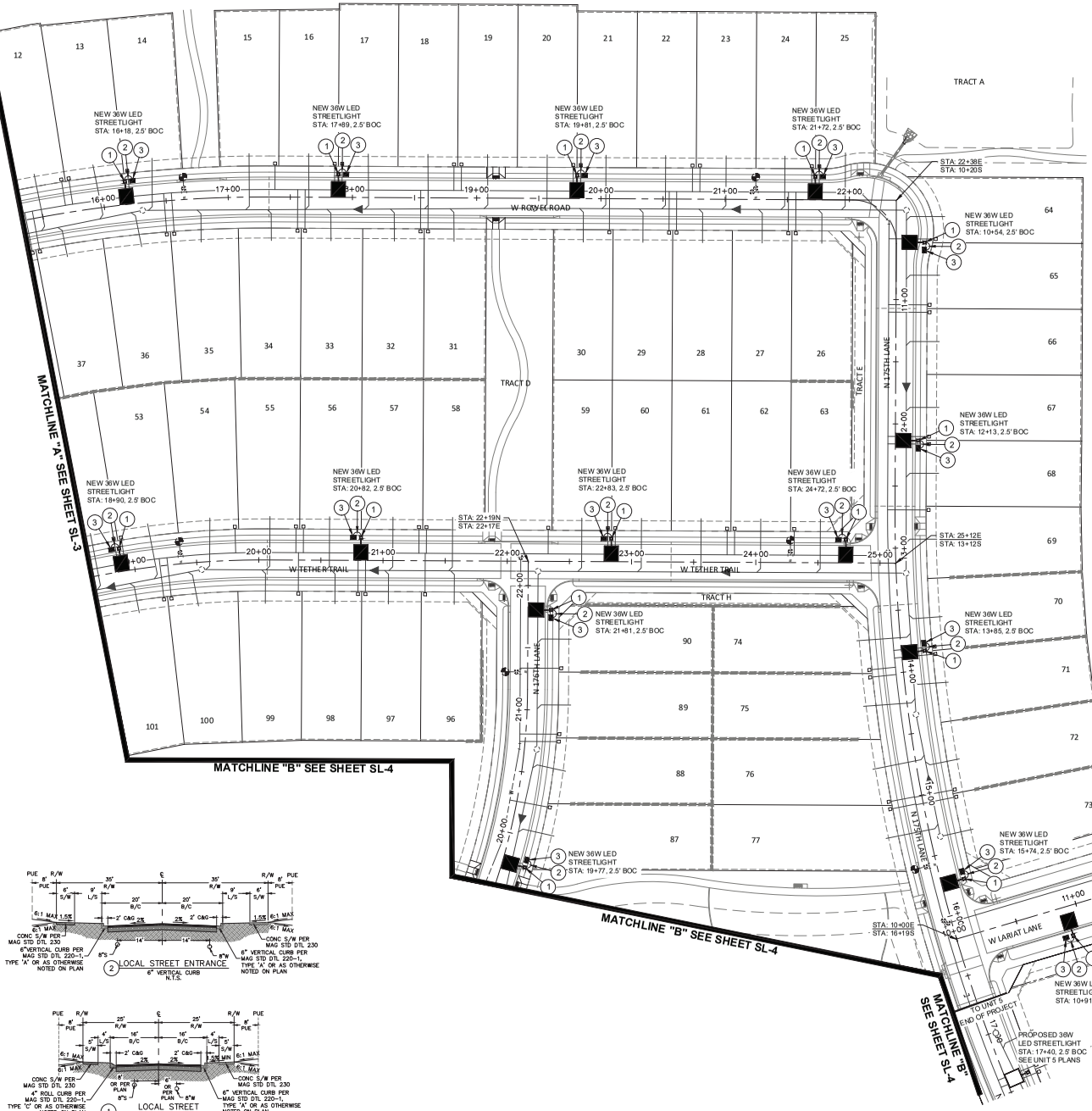

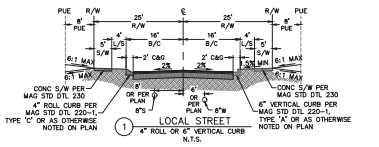

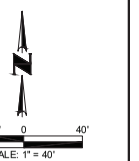

ASANTE NORTH - UNIT 4
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 295-8990
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	3/16/26

SHEET 2 OF 11

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.5083E

Designed By	DH	11/10/2025
Drawn By	DH	11/10/2025
Reviewed By	GL	11/10/2025

FS25-10933

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www.hornsconsulting.com
Phone: (623)295-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

GREG D. LARSON 25582 REGISTERED PROFESSIONAL ENGINEER ARIZONA U.S.A.

ASANTE NORTH - UNIT 4
STREETLIGHT PLANS
SURPRISE, ARIZONA

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

NOTICE OF EXTENDED PAYMENT PROVISION

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ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

DETAILS AND LEGEND FOR STREETLIGHTS:

TYPE II DISTR. (1) INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.

TYPE IV DISTR. (1a)

(2) INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.

(3) INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.

FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)

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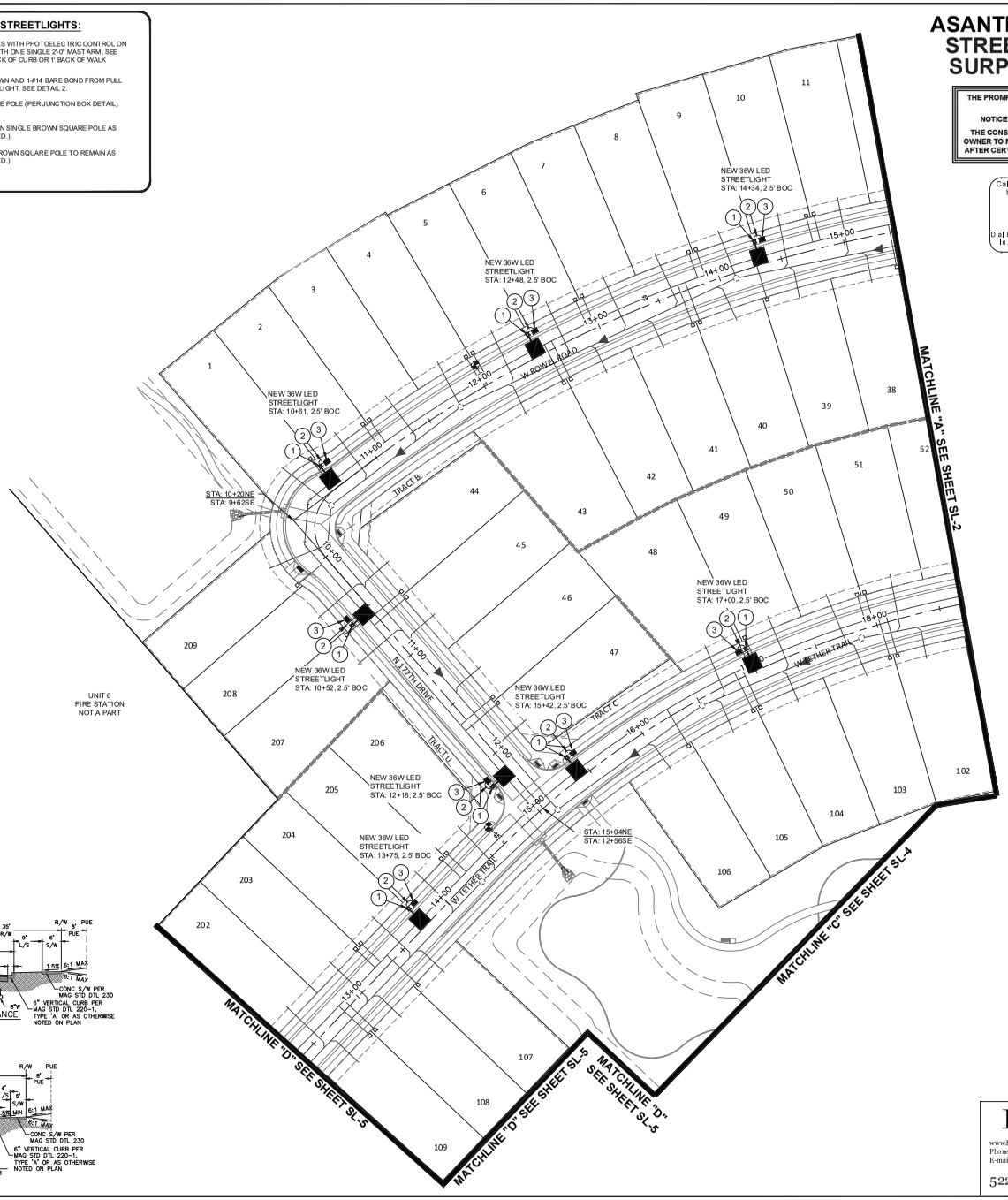
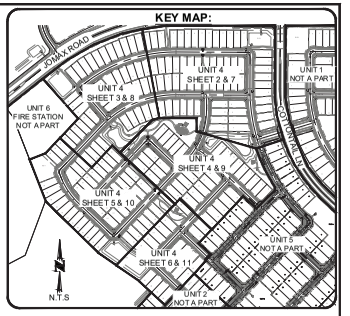
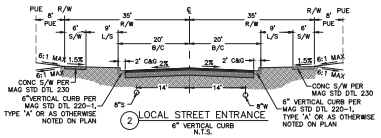
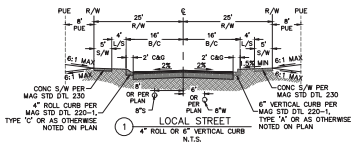
FIRE HYDRANT LOCATION PER CIVIL PLANS

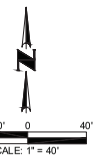


KEY MAP:









ASANTE NORTH - UNIT 4
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 295-8990
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
1	CITY COMMENTS	DH	3/16/26

SHEET 3 OF 11

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.5058

Designed By:	DH	11/10/2025
Drawn By:	DH	11/10/2025
Reviewed By:	GL	11/10/2025

FS25-10933

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www.hornsconsulting.com
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E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ASANTE NORTH - UNIT 4
STREETLIGHT PLANS
SURPRISE, ARIZONA

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

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In Maricopa County: (602) 263-1100

DETAILS AND LEGEND FOR STREETLIGHTS:

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TYPE IV DISTR. 1a

2 — INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.

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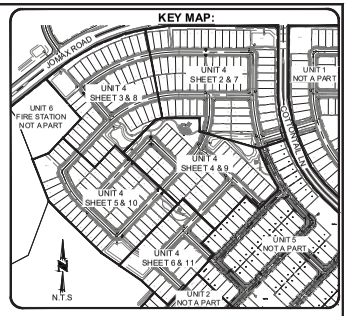
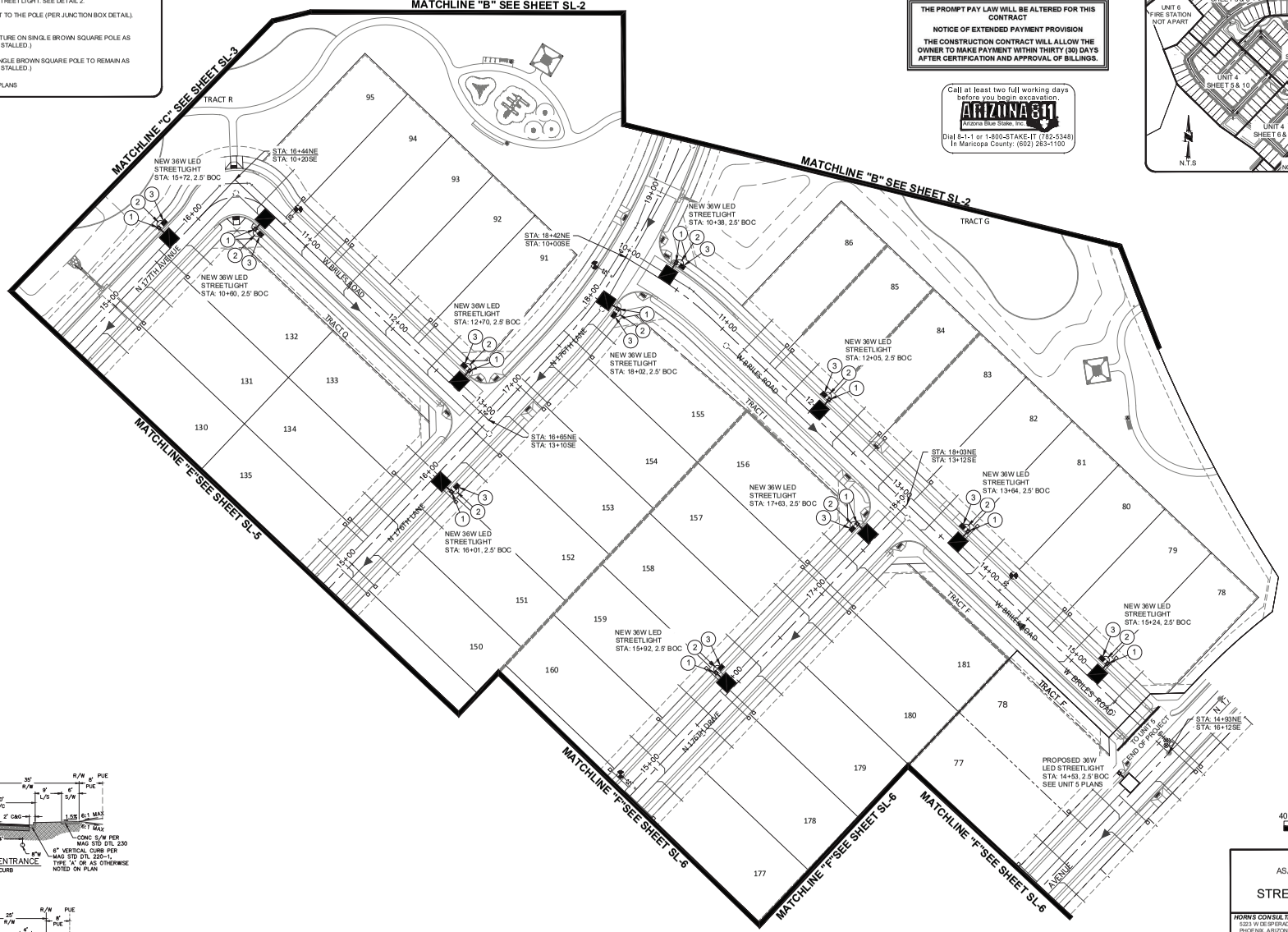
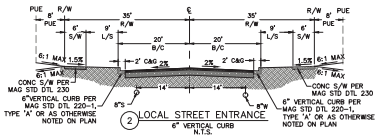
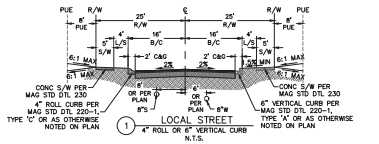
FIRE HYDRANT LOCATION PER CIVIL PLANS

KEY MAP:









40' 20' 0 40'
SCALE: 1" = 40'

ASANTE NORTH - UNIT 4
LIGHTING LAYOUT
STREET LIGHT PLANS

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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	3/16/26

SHEET 4 OF 11

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.50S

Designed By	DH	11/10/2025
Drawn By	DH	11/10/2025
Reviewed By	GL	11/10/2025

FS25-10933

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ASANTE NORTH - UNIT 4
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SURPRISE, ARIZONA

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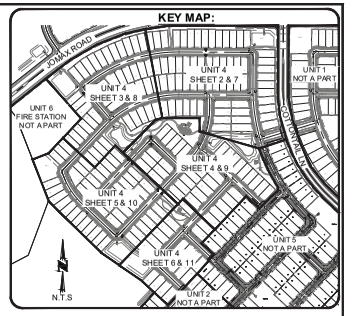
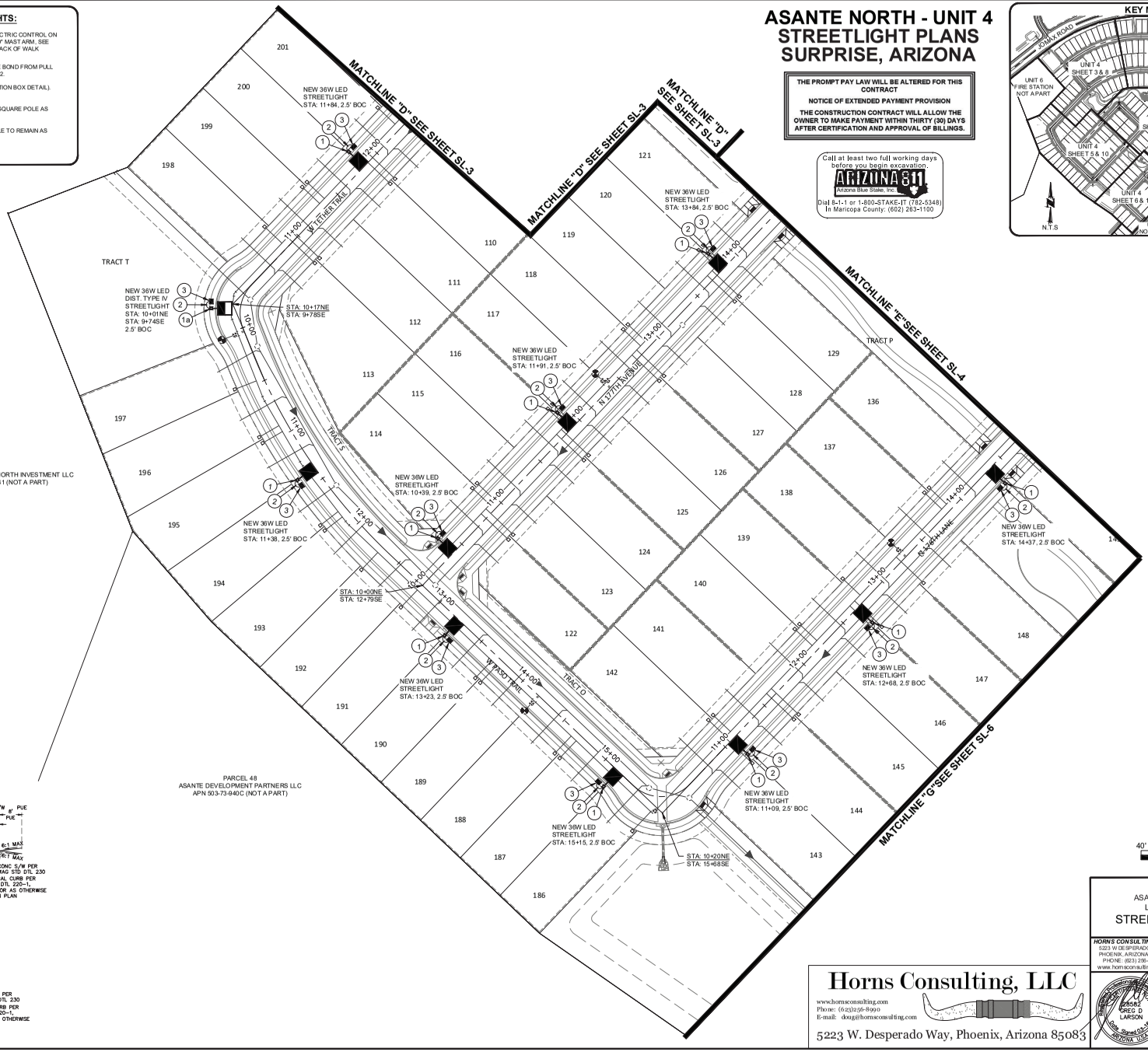
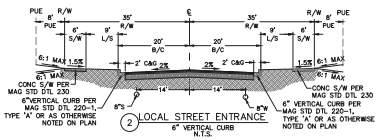
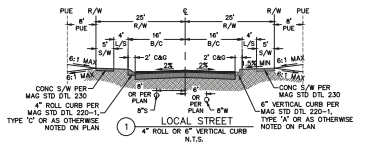
FIRE HYDRANT LOCATION PER CIVIL PLANS

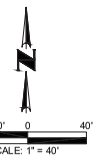
KEY MAP:











ASANTE NORTH - UNIT 4
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHONE: (623) 295-8990
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
	CITY COMMENTS	D.H.	3/16/26

SHEET 5 OF 11

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.5058

Designed By:	DH	11/10/2025
Drawn By:	DH	11/10/2025
Reviewed By:	GL	11/10/2025

FS25-10933

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E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ASANTE NORTH - UNIT 4
STREETLIGHT PLANS
SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

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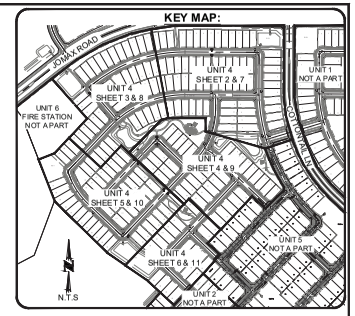
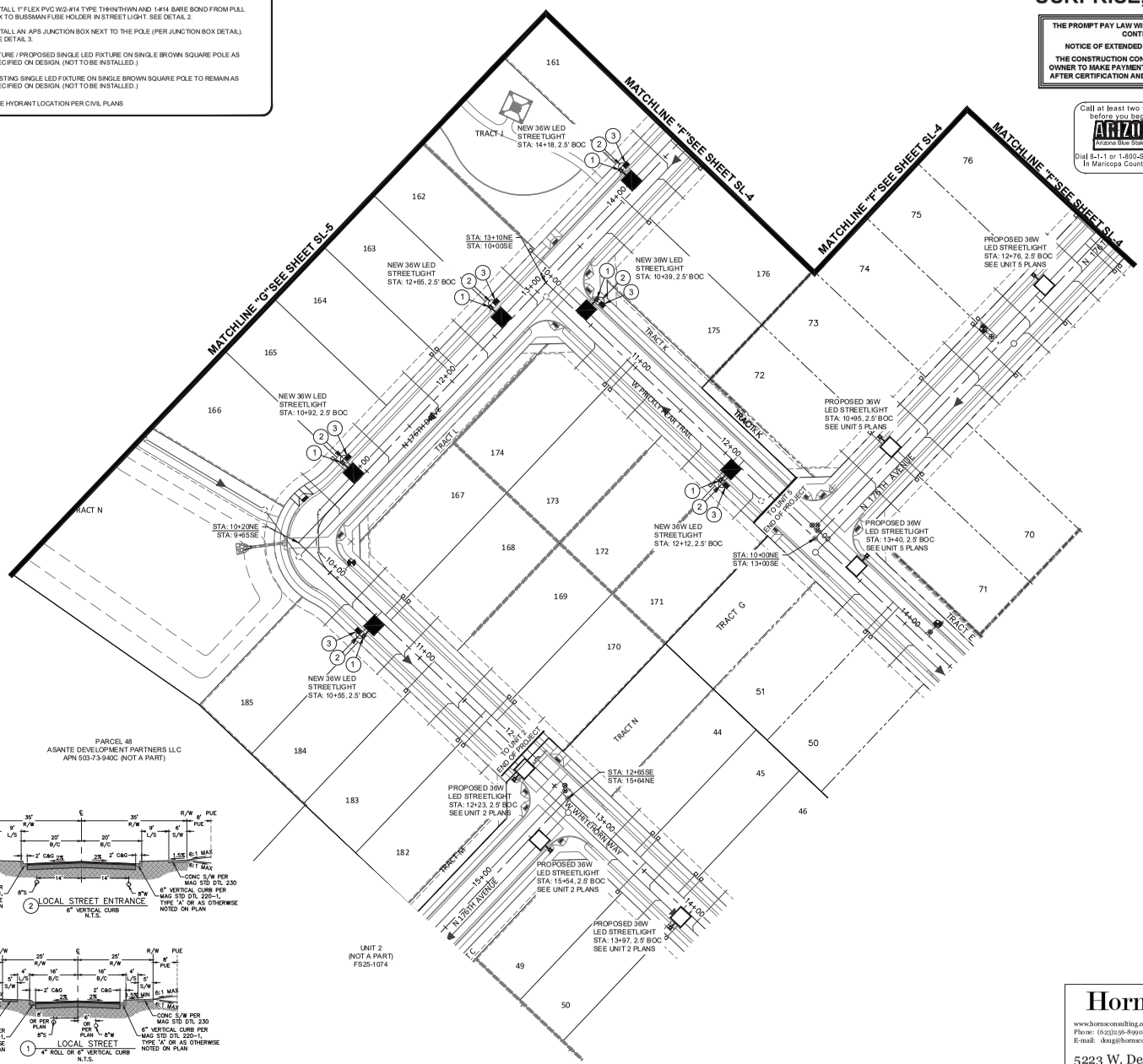
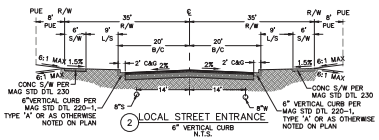
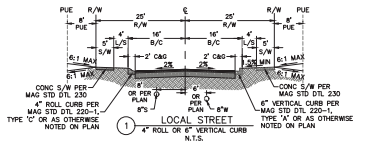
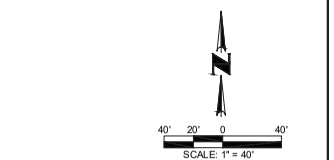
KEY MAP:











ASANTE NORTH - UNIT 4
LIGHTING LAYOUT
STREET LIGHT PLANS

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PHONE: (623) 295-8990
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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	3/16/26

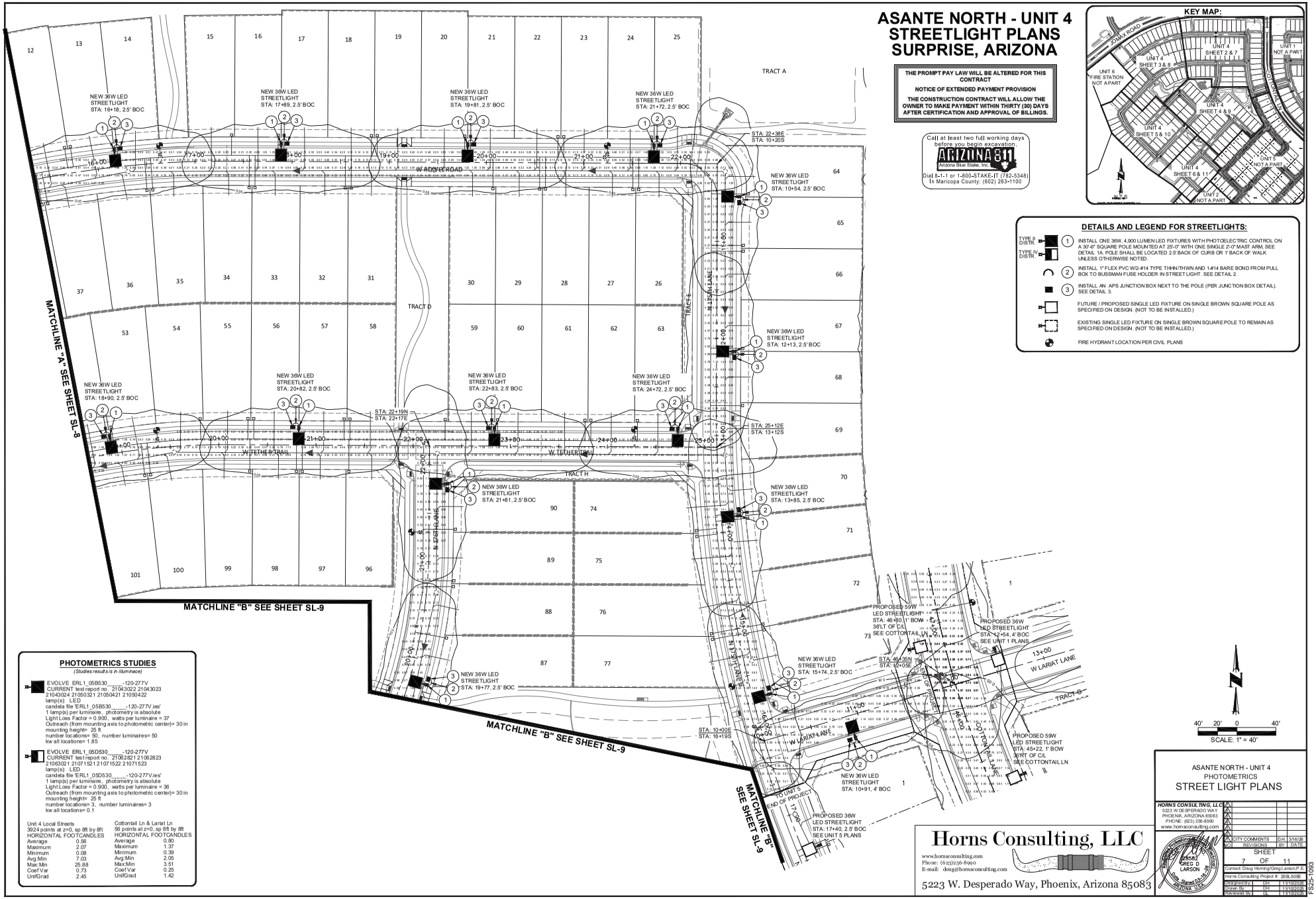
SHEET 6 OF 11

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.5058

Designed By:	DH	11/10/2025
Drawn By:	DH	11/10/2025
Reviewed By:	GL	11/10/2025

FS25-1093

Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)295-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083


ASANTE NORTH - UNIT 4
STREETLIGHT PLANS
SURPRISE, ARIZONA
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In Maricopa County: (602) 263-1100
KEY MAP:
JOMAX ROAD
UNIT 4 SHEET 2 & 7
UNIT 1 NOT A PART
UNIT 4 SHEET 3 & 8
UNIT 6 FIRE STATION NOT A PART
COTTONTAIL LANE
UNIT 4 SHEET 4 & 9
UNIT 4 SHEET 5 & 10
UNIT 4 SHEET 6 & 11
UNIT 5 NOT A PART
UNIT 2 NOT A PART
DETAILS AND LEGEND FOR STREETLIGHTS:
TYPE II DISTR
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FIRE HYDRANT LOCATION PER CIVIL PLANS
TRACT A
TRACT D
TRACT E
TRACT H
TRACT G
W ROVEROAD
W TETHERTRAIL
W LARIAT LANE
N 137TH LANE
N 138TH LANE
N 139TH LANE
MATCHLINE "A" SEE SHEET SL-8
MATCHLINE "B" SEE SHEET SL-9
MATCHLINE "B" SEE SHEET SL-9
MATCHLINE "B" SEE SHEET SL-9
NEW 36W LED STREETLIGHT STA: 16+18, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 17+89, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 19+81, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 21+72, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 10+54, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 12+13, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 13+85, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 15+74, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 18+90, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 20+82, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 22+83, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 24+72, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 21+81, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 19+77, 2.5' BOC
NEW 36W LED STREETLIGHT STA: 10+91, 4' BOC
PROPOSED 59W LED STREETLIGHT STA: 46+80, 11' BOW 36'LT OF C/L SEE COTTONTAIL LN II
PROPOSED 36W LED STREETLIGHT STA: 42+54, 4' BOC SEE UNIT 1 PLANS
PROPOSED 59W LED STREETLIGHT STA: 45+22, 1' BOW 36'RT OF C/L SEE COTTONTAIL LN II
PROPOSED 36W LED STREETLIGHT STA: 17+40, 2.5' BOC SEE UNIT 5 PLANS
STA: 22+38E STA: 10+20S
STA: 22+19N STA: 22+17E
STA: 25+12E STA: 13+12S
STA: 10+00E STA: 16+19S
STA: 46+35N STA: 42+05E
TO UNIT 5
END OF PROJECT
PHOTOMETRICS STUDIES
(Studies result is in illuminace)
EVOLVE ERL1_05B530_____-120-277V
CURRENT test report no.: 21043022 21043023 21043024 21050321 21050421 21050422
lamp(s): LED
candela file 'ERL1_05B530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 37
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 50, number luminaires= 50
kw all locations= 1.85
EVOLVE ERL1_05D530_____-120-277V
CURRENT test report no.: 21062821 21062823 21063021 21071521 21071522 21071523
lamp(s): LED
candela file 'ERL1_05D530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 36
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mounting height= 25 ft
number locations= 3, number luminaires= 3
kw all locations= 0.1
Unit 4 Local Streets
3924 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES
Average 0.56
Maximum 2.07
Minimum 0.08
Avg:Min 7.03
Max:Min 25.88
Coef.Var 0.73
UnifGrad 2.45
Cottontail Ln & Lariat Ln
56 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES
Average 0.80
Maximum 1.37
Minimum 0.39
Avg:Min 2.05
Max:Min 3.51
Coef.Var 0.25
UnifGrad 1.42
40' 20' 0 40'
SCALE: 1" = 40'
ASANTE NORTH - UNIT 4
PHOTOMETRICS
STREET LIGHT PLANS
HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 295-8990
www.hornsconsulting.com
CITY COMMENTS D.H. 3/16/26
NO. REVISIONS BY DATE
SHEET 7 OF 11
Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)295-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083
65582 GREG D. LARSON
REGISTERED PROFESSIONAL ENGINEER ARIZONA U.S.A.
Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505E
Designed By: DH 11/10/2025
Drawn By: DH 11/10/2025
Reviewed By: GL 11/10/2025
FS25-10933

ASANTE NORTH - UNIT 4
STREETLIGHT PLANS
SURPRISE, ARIZONA

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

NOTICE OF EXTENDED PAYMENT PROVISION

THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS.

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

DETAILS AND LEGEND FOR STREETLIGHTS:

TYPE II DISTR. / TYPE IV DISTR.

1. INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-0" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.
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FIRE HYDRANT LOCATION PER CIVIL PLANS

PHOTOMETRICS STUDIES

(Studies results is in illuminace)

EVOLVE ERL1_05B530_____-120-277V
CURRENT test report no.: 21043022 21043023 21043024 21050321 21050421 21050422
lamp(s): LED
candela file 'ERL1_05B530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 37
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 50, number luminaires= 50
kw all locations= 1.85

EVOLVE ERL1_05D530_____-120-277V
CURRENT test report no.: 21062821 21062823 21063021 21071521 21071522 21071523
lamp(s): LED
candela file 'ERL1_05D530_____-120-277V.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 36
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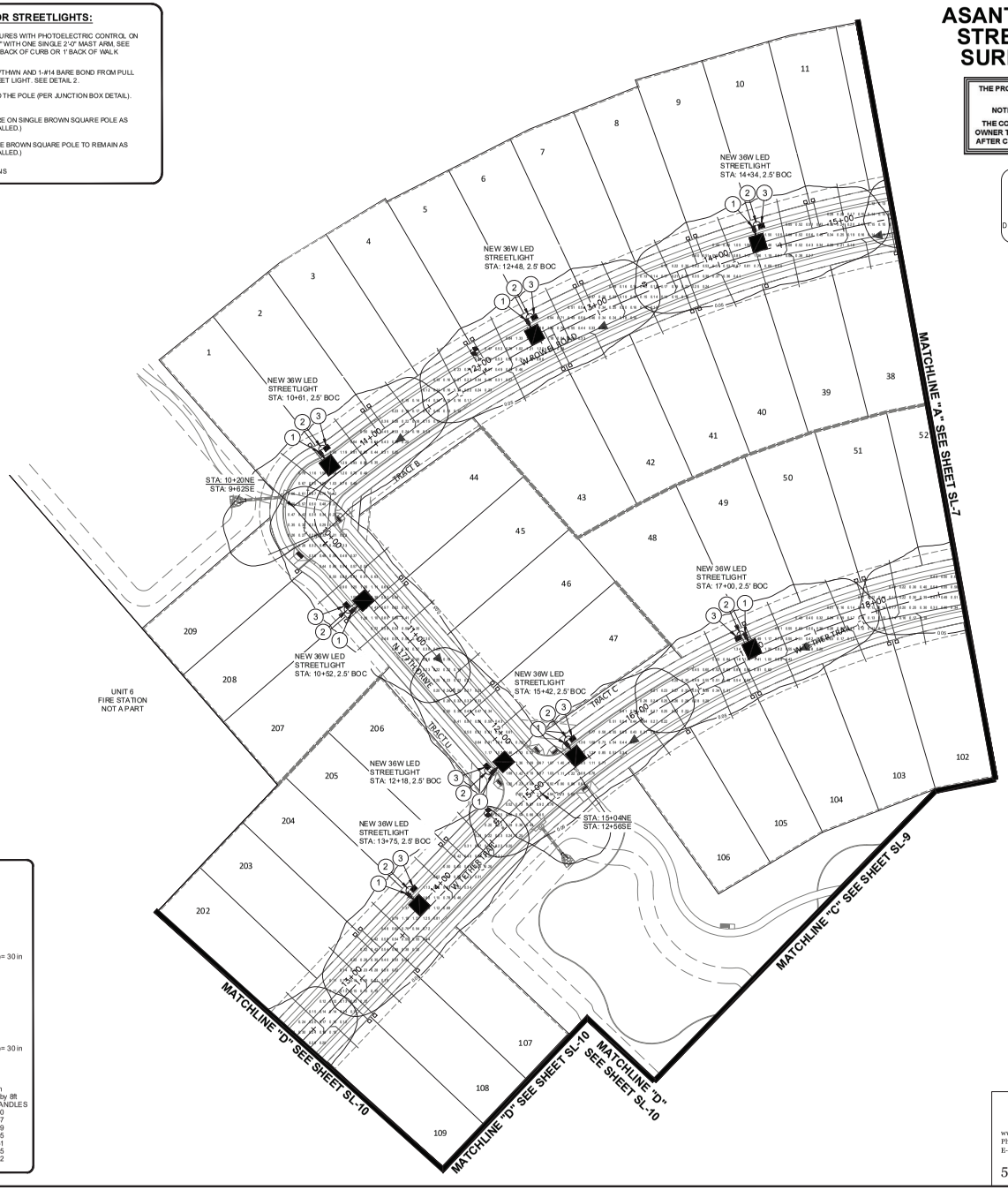
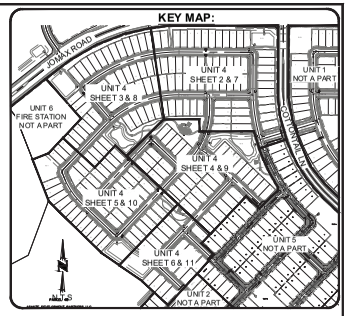


KEY MAP:



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STREET LIGHT PLANS

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PHONE: (623) 295-8990
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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	D.H.	3/16/26

SHEET 8 OF 11

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL5036

Designed By:	DH	11/10/2025
Drawn By:	DH	11/10/2025
Reviewed By:	GL	11/10/2025

FS25-10933

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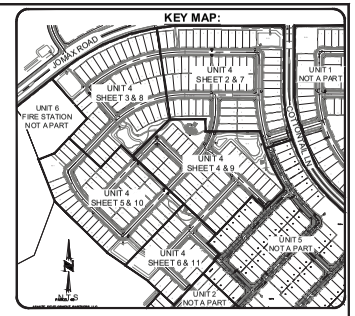

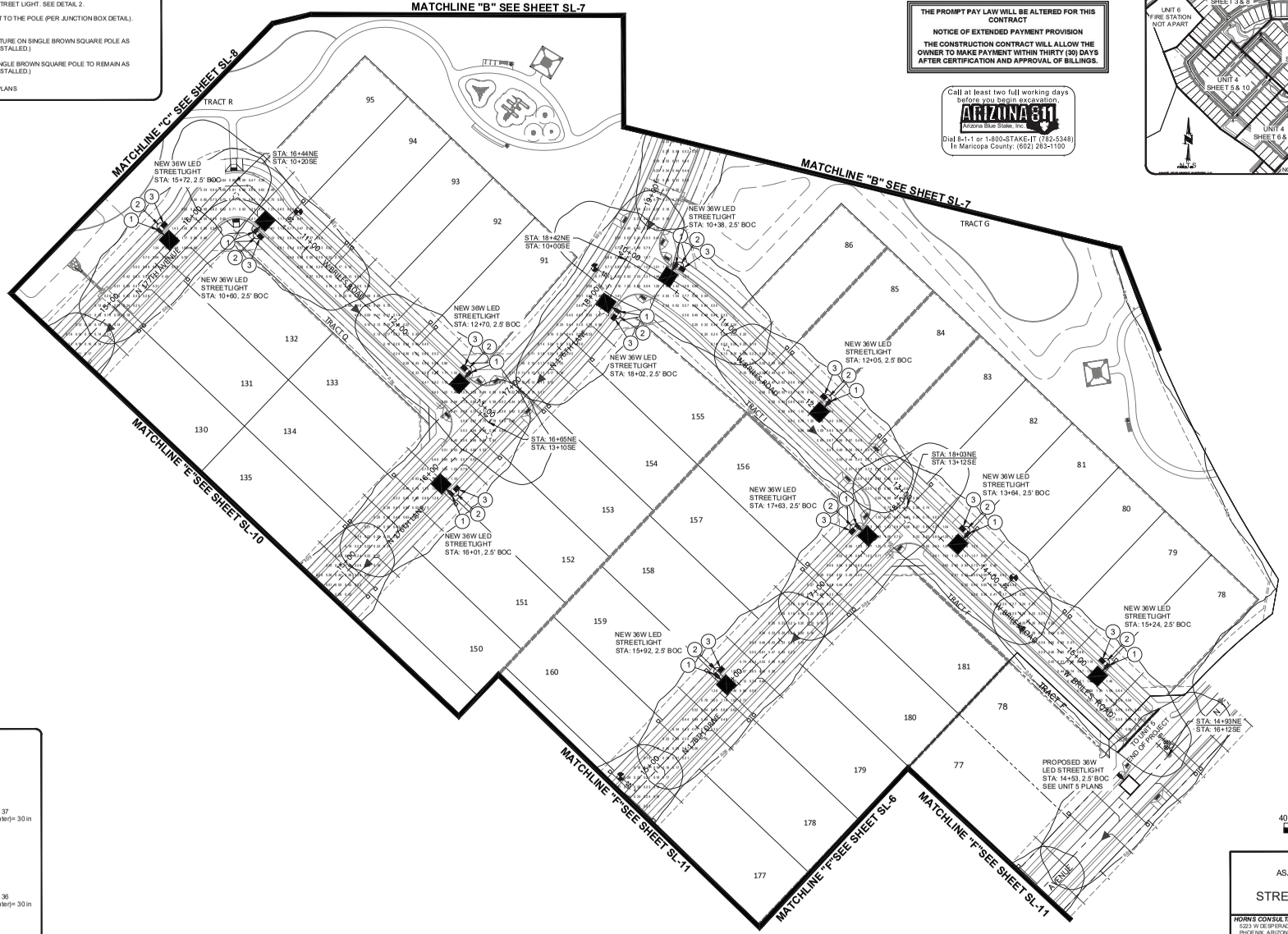

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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	3/16/26

REGISTERED LAND SURVEYOR 65582 GREG D. LARSON 06-30-2027 ARIZONA USA

SHEET 9 OF 11

Contact: Doug Horning/Greg Larson,P.E.		
Horns Consulting Project #: 25SL5058		
designed By:	DH	11/10/2025
Drawn By:	DH	11/10/2025
Reviewed By:	GL	11/10/2025

FS25-10933

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ASANTE NORTH - UNIT 4
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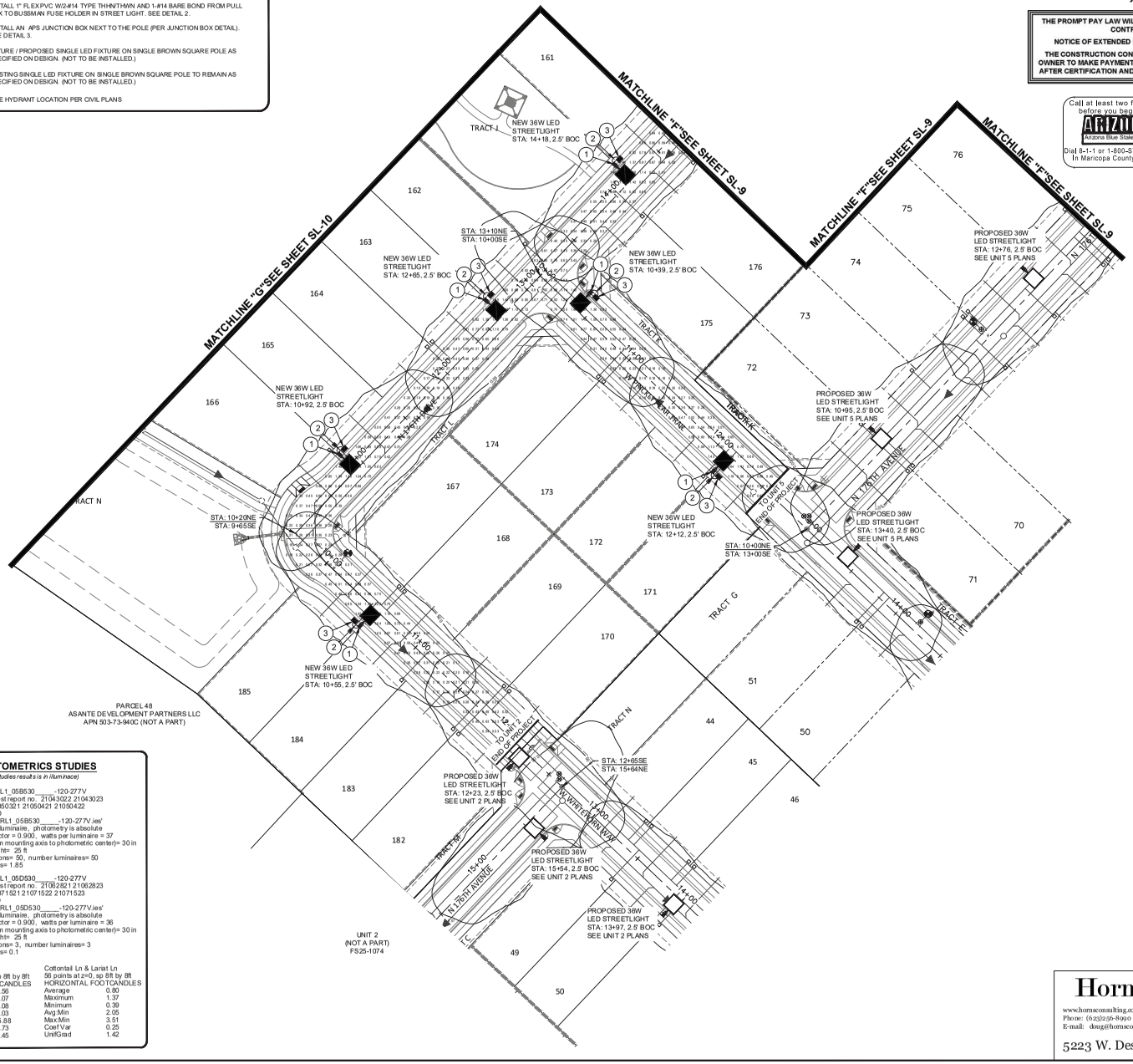

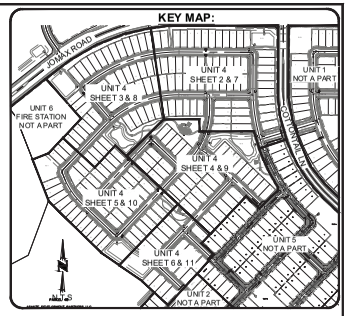

40' 20' 0 40'
SCALE: 1" = 40'

ASANTE NORTH - UNIT 4
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC
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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	D.H.	3/16/26

SHEET 11 OF 11

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL5058

Designed By:	DH	11/10/2025
Drawn By:	DH	11/10/2025
Reviewed By:	GL	11/10/2025

FS25-1093

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Phone: (623)295-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

ASANTE NORTH - UNIT 5
STREETLIGHT PLANS
SURPRISE, ARIZONA

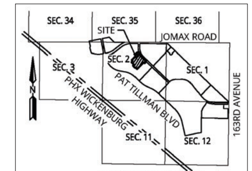
A PORTION OF LAND BEING SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

ENGINEER
COLLIERS ENGINEERING & DESIGN
4742 NORTH 24TH STREET, SUITE 270
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
FAX: (602) 368-2436
CONTACT: ZACH HILGART, PE
EMAIL: ZACH.HILGART@COLLIERSENG.COM

OWNER
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JEFF GUNDERSON

MANAGER
LENNAR COMMUNITIES DEVELOPMENT, LLC
1665 W. ALAMEDA DR, SUITE 130
TEMPE, AZ 85282-3000
CONTACT: JORGE VILLASENOR



VICINITY MAP
NTS

HORNS CONSULTING LLC, ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
6. 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.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
9. HORNS CONSULTING LLC., IT'S OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE, GENERAL ENGINEERING NOTES 2-04

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 SHOWN 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 REPLACED IN KIND AT THE CONTRACTORS 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) 222-7000.
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). TRAFFIC CONTROL PLAN SHALL BE APPROVED BY TRANSPORTATION DEPARTMENT (623-222-1734 OR TRAFFIC.CONTROL@SURPRISE.GOV) PRIOR TO COMMENCEMENT OF WORK.
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 OR ANY LATEST UPDATES.
15. THE CITY OF SURPRISE FIELD INSPECTION TEAM SHALL ENFORCE ANY AND ALL MISSING/CONFLICTING INFORMATION IN THE CONSTRUCTION DOCUMENTS IDENTIFIED DURING CONSTRUCTION INSPECTION. DEVELOPER/CONTRACTOR SHALL COORDINATE ALL REQUESTED WORK AND GET NECESSARY PLAN REVISION IF DIRECTED BY THE FIELD INSPECTION TEAM.

CITY ADDITIONAL NOTES

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

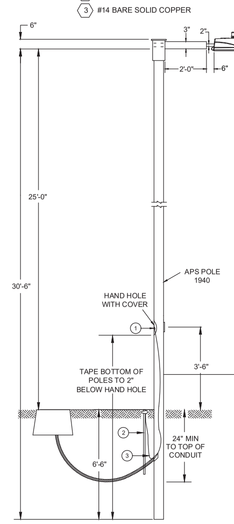
2 CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

Horns Consulting, LLC
www.hornsconsulting.com
Phone: (623)256-8990
E-mail: doug@hornsconsulting.com
5223 W. Desperado Way, Phoenix, Arizona 85083

TYPE II DISTR. (1)
TYPE IV DISTR. (1a)

36W LED (APS 8030) DETAIL 1

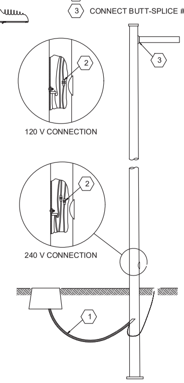
1. GROUND ATTACHMENT
2. ROD COPPERCLAD GRD., 5/8" x 8'
3. #14 BARE SOLID COPPER



(2) (APS 8130) DETAIL 2

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

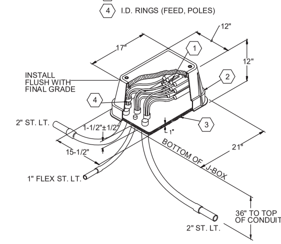
1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPLICE #16-#14



(3) (APS 8655) DETAIL 3

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

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



FLOOD ZONE DESIGNATION

THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. COLLIERS ENGINEERING AND DESIGN MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT.

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 36 ALSO BEING THE SOUTHEAST CORNER OF SECTION 35, MONUMENTED BY A 2-INCH ALUMINUM CAP STAMPED " 5N, 2W, SC, S35, S36, T4N, R2W, S2, 37174", DATED 2007 AND THE SOUTH QUARTER CORNER OF SAID SECTION 36 MONUMENTED BY A 2-INCH BRASS CAP STAMPED " GENERAL LAND OFFICE, T5N, R2W, S34, S35, CC, T4N, DATED 1916", CONSIDERED TO BEAR SOUTH 89°40'45" EAST, A DISTANCE OF 2639.49 FEET, AS SHOWN UPON THE FINAL PLAT OF ASANTE - UNIT 3.4A & 3.4B RECORDED AT BOOK 1802 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDERS OFFICE , MARICOPA COUNTY, ARIZONA.

BENCHMARK

FOUND 2" BRASS DISK IN THE NORTHEAST CURB RETURN ON PAT TILLMAN BOULEVARD, 500± WEST OF 163RD AVENUE STAMPED "CITY OF SURPRISE PT40 9-11 BENCHMARK"
DATUM: NAVD88
ELEVATION: 1361.76

THIS SET OF CONSTRUCTION PLANS HAS BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES FOR REVIEW AND TO DETERMINE ANY POTENTIAL CONFLICTS.

UTILITY COMPANY	COMPANY CONTACT	DATE SUBMITTED	RESPONSE DATE
ARIZONA PUBLIC SERVICE	JEANINE GUARDINO	1/28/2026	1/29/2026
LUMEN	CONFLICT REVIEW	1/28/2026	1/28/2026
COX CABLE	TRAFFIC & MGMT. CENTER	1/28/2026	2/3/2026
SOUTHWEST GAS	CONFLICT REVIEW	1/28/2026	2/9/2026

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 ORDINANCE.

CITY OF SURPRISE ENGINEER DATE

AS-BUILT CERTIFICATION

I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVED
ENGINEER OF RECORD DATE

REGISTRATION NO.

REGISTERED SURVEYOR DATE

REGISTRATION NO.

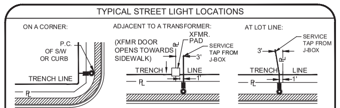
LED NOTE:
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

STREETLIGHT NOTE:
ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.

DETAILS AND LEGEND FOR STREETLIGHTS:

- TYPE II DISTR. (1) / TYPE IV DISTR. (1a) — INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.
- (2) INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- (3) INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- EXISTING SINGLE LED FIXTURE ON SINGLE GRAY ROUND POLE TO BE REMOVED AS SPECIFIED ON DESIGN. (TO BE REMOVED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

TYPICAL STREET LIGHT LOCATIONS



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

■ - DESIGNATES J-BOX
● - DESIGNATES POLE

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T.	PHOTOMETRIC	LUMINAIRE
1		LOCAL	21 TOTAL PAID BY SLID	25'-0"	30'-6"	2'-0"	4,900	LED	36W	120V	3000K	TYPE II WIDE	ERL1-0-05-B5-30-A-DKBZ
1a		LOCAL	1 TOTAL PAID BY SLID	25'-0"	30'-6"	2'-0"	4,900	LED	36W	120V	3000K	TYPE IV	ERL1-0-05-D5-30-A-DKBZ
		ITEM DESCRIPTION											
2		1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL. INSTALL FLUSH WITH SIDEWALK GRADE.											

INDEX
1 ~ COVER SHEET
2 ~ LIGHTING LAYOUT
3 ~ LIGHTING LAYOUT
4 ~ PHOTOMETRICS
5 ~ PHOTOMETRICS

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

NOTICE OF EXTENDED PAYMENT PROVISION

THE CONSTRUCTION CONTRACT WILL ALLOW THE OWNER TO MAKE PAYMENT WITHIN THIRTY (30) DAYS AFTER CERTIFICATION AND APPROVAL OF BILLINGS.

ASANTE NORTH - UNIT 5
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 256-8990
www.hornsconsulting.com

Registered Professional Engineer (Electrical) CERTIFICATE NO. 28582 GREG D LARSON Date Signed 04-29-26 ARIZONA U.S.A.

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2	BASIS OF BEARING	D.H.	04/29/26
1	CITY COMMENTS	D.H.	3/16/26

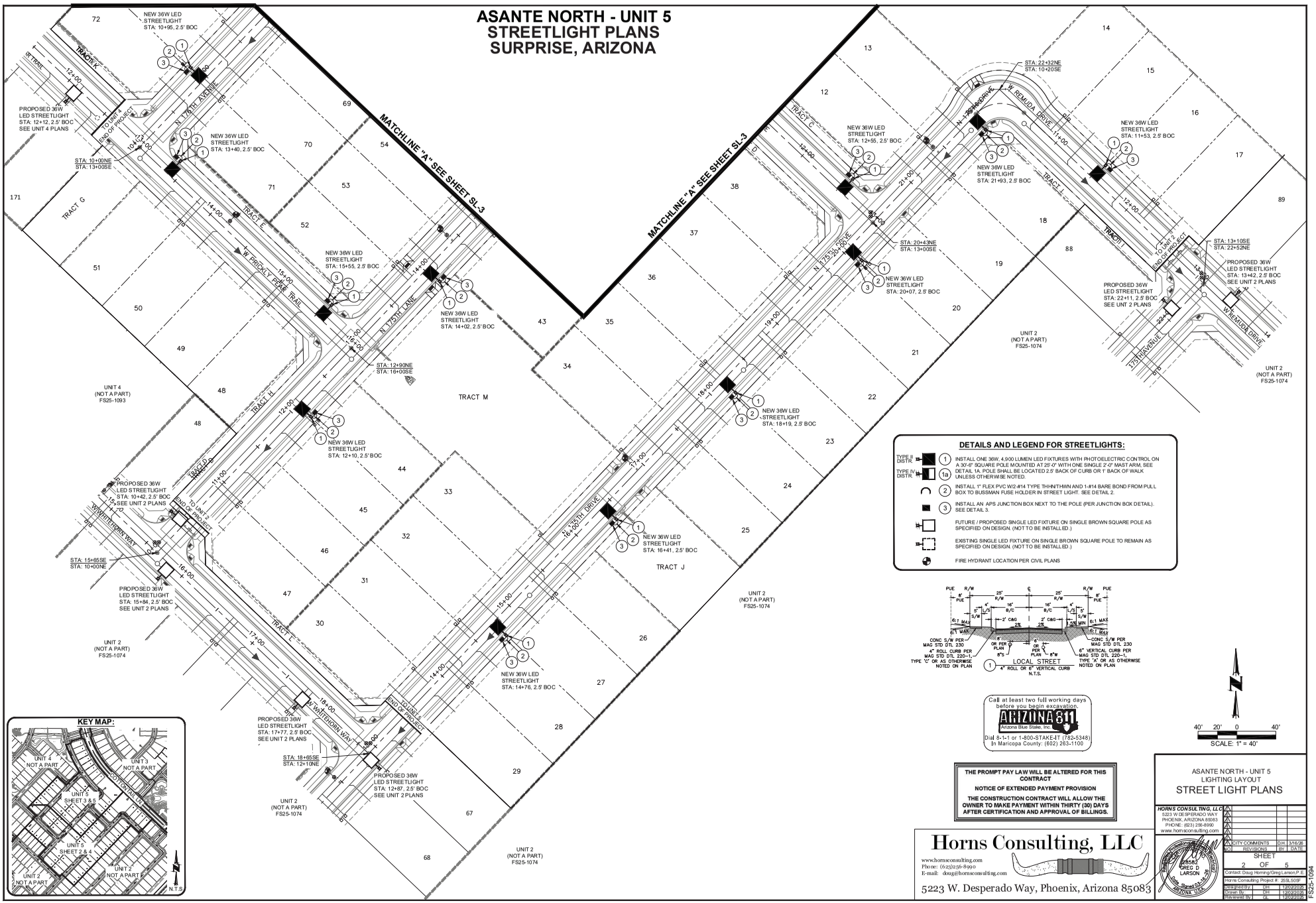
SHEET 1 OF 5

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505F

Designed By:	DH	12/02/2025
Drawn By:	DH	12/02/2025
Reviewed By:	GL	12/02/2025

FS25-1094

ASANTE NORTH - UNIT 5
STREETLIGHT PLANS
SURPRISE, ARIZONA



DETAILS AND LEGEND FOR STREETLIGHTS:

TYPE III DISTR.	1	INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.
TYPE IV DISTR.	1a	
	2	INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
	3	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
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		EXISTING SINGLE LED FIXTURE ON SINGLE BROWN SQUARE POLE TO REMAIN AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
		FIRE HYDRANT LOCATION PER CIVIL PLANS

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

40' 20' 0 40'
SCALE: 1" = 40'

THE PROMPT PAY LAW WILL BE ALTERED FOR THIS CONTRACT

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E-mail: doug@hornsconsulting.com
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ASANTE NORTH - UNIT 5
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC
5223 W DESPERADO WAY
PHOENIX, ARIZONA 85083
PHONE: (623) 266-8990
www.hornsconsulting.com

NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	3/16/26

SHEET 2 OF 5

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253.50SF

Designed By:	DH	12/02/2025
Drawn By:	DH	12/02/2025
Reviewed By:	GL	12/02/2025

FS25-1094

ASANTE NORTH - UNIT 5
STREETLIGHT PLANS
SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

TYPE II DISTR. — 1 — INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.

TYPE IV DISTR. — 1a — (same as 1)

2 — INSTALL 1" FLEX PVC W/2#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.

3 — INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.

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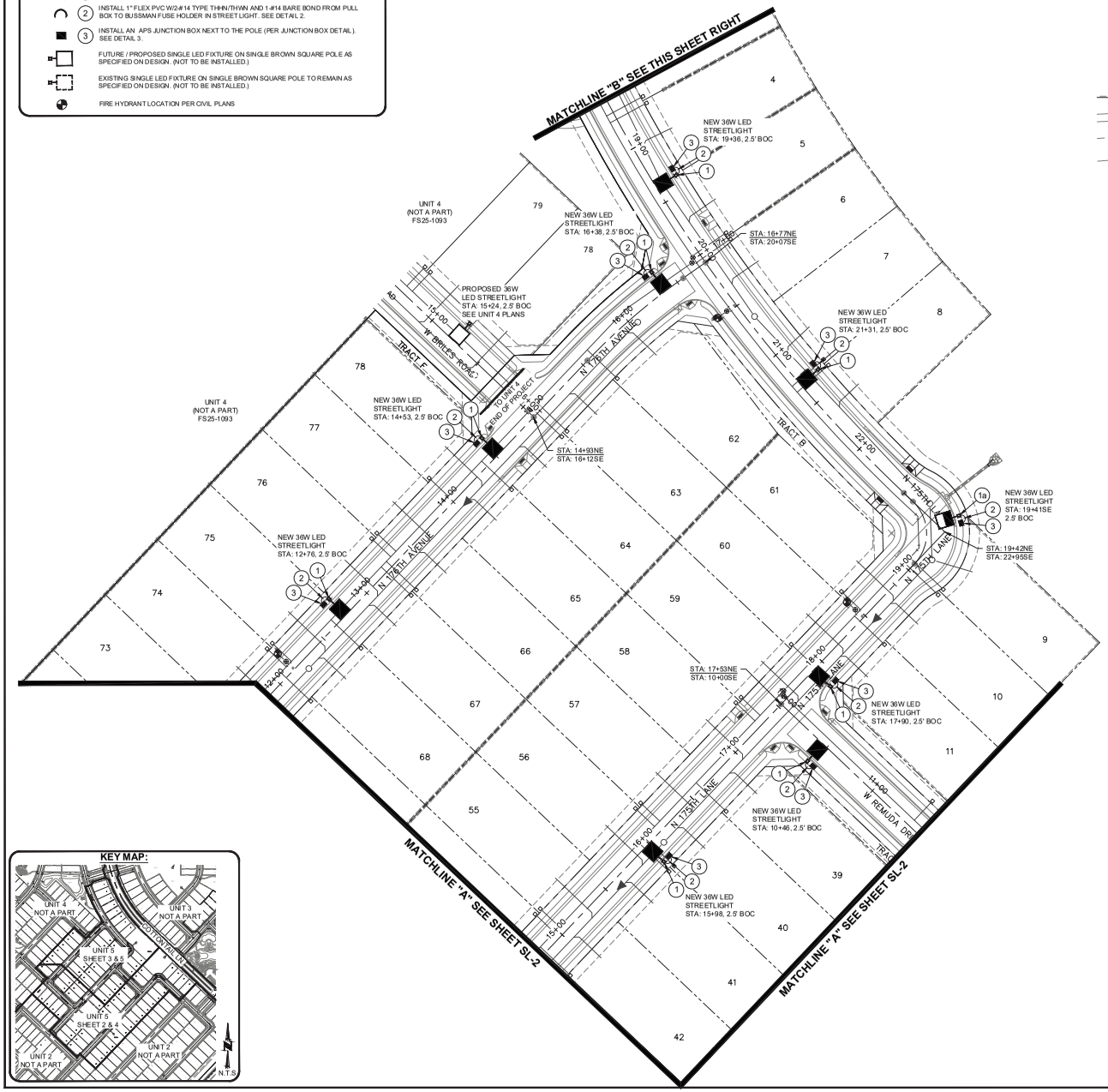
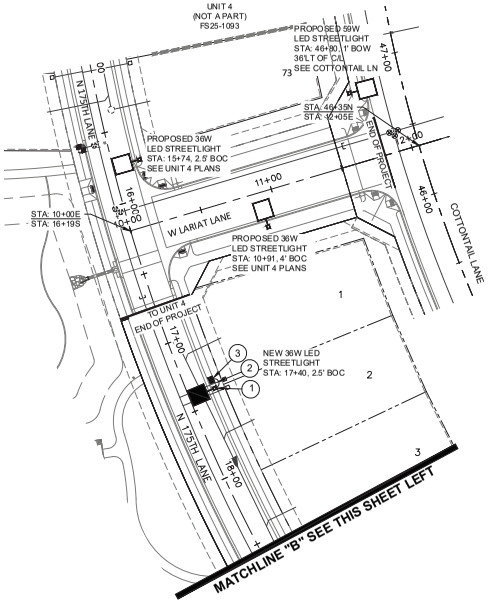
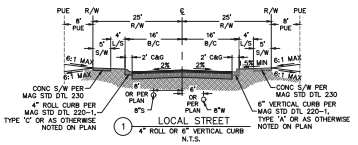
FIRE HYDRANT LOCATION PER CIVIL PLANS







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N
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ASANTE NORTH - UNIT 5
LIGHTING LAYOUT
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NO	REVISIONS	BY	DATE
1	CITY COMMENTS	DH	3/16/26

REGISTERED PROFESSIONAL ENGINEER — 25582 — GREG D. LARSON — 36 — STATE OF ARIZONA — USA

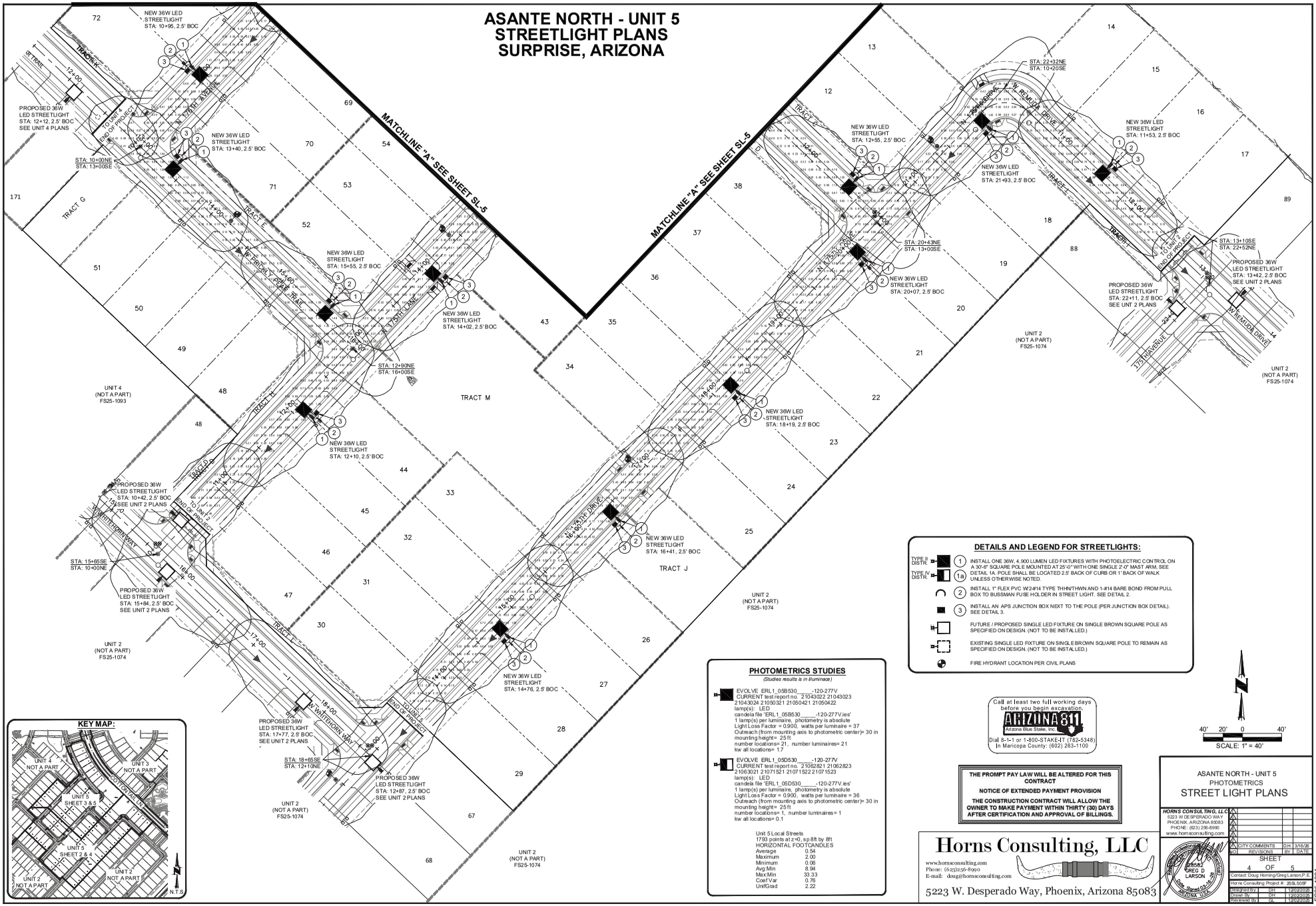
SHEET 3 OF 5

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 253L.50SF

Designed By:	DH	12/02/2025
Drawn By:	DH	12/02/2025
Reviewed By:	GL	12/02/2025

FS25-1094

ASANTE NORTH - UNIT 5
STREETLIGHT PLANS
SURPRISE, ARIZONA


MATCHLINE "A" SEE SHEET SL-5
MATCHLINE "A" SEE SHEET SL-5
TRACT K
TRACT G
TRACT F
TRACT H
TRACT M
TRACT L
TRACT J
TRACT E
TRACT D
TRACT C
TRACT B
TRACT A
UNIT 4 (NOT A PART) FS25-1093
UNIT 2 (NOT A PART) FS25-1074
N. 175TH AVENUE
N. 176TH AVENUE
N. 175TH LANE
N. 175TH DRIVE
N. REMUDA DRIVE
W. WHITETHORN WAY
W. WHITEHORN WAY
W. WHITEHORN DRIVE
W. WHITEHORN LANE
W. WHITEHORN WAY
W. WHITEHORN WAY
W. WHITEHORN WAY

ASANTE NORTH - UNIT 5
STREETLIGHT PLANS
SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

TYPE II DISTR. / TYPE IV DISTR.

1 / 1a — INSTALL ONE 36W, 4,900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-0" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1A. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 1' BACK OF WALK UNLESS OTHERWISE NOTED.

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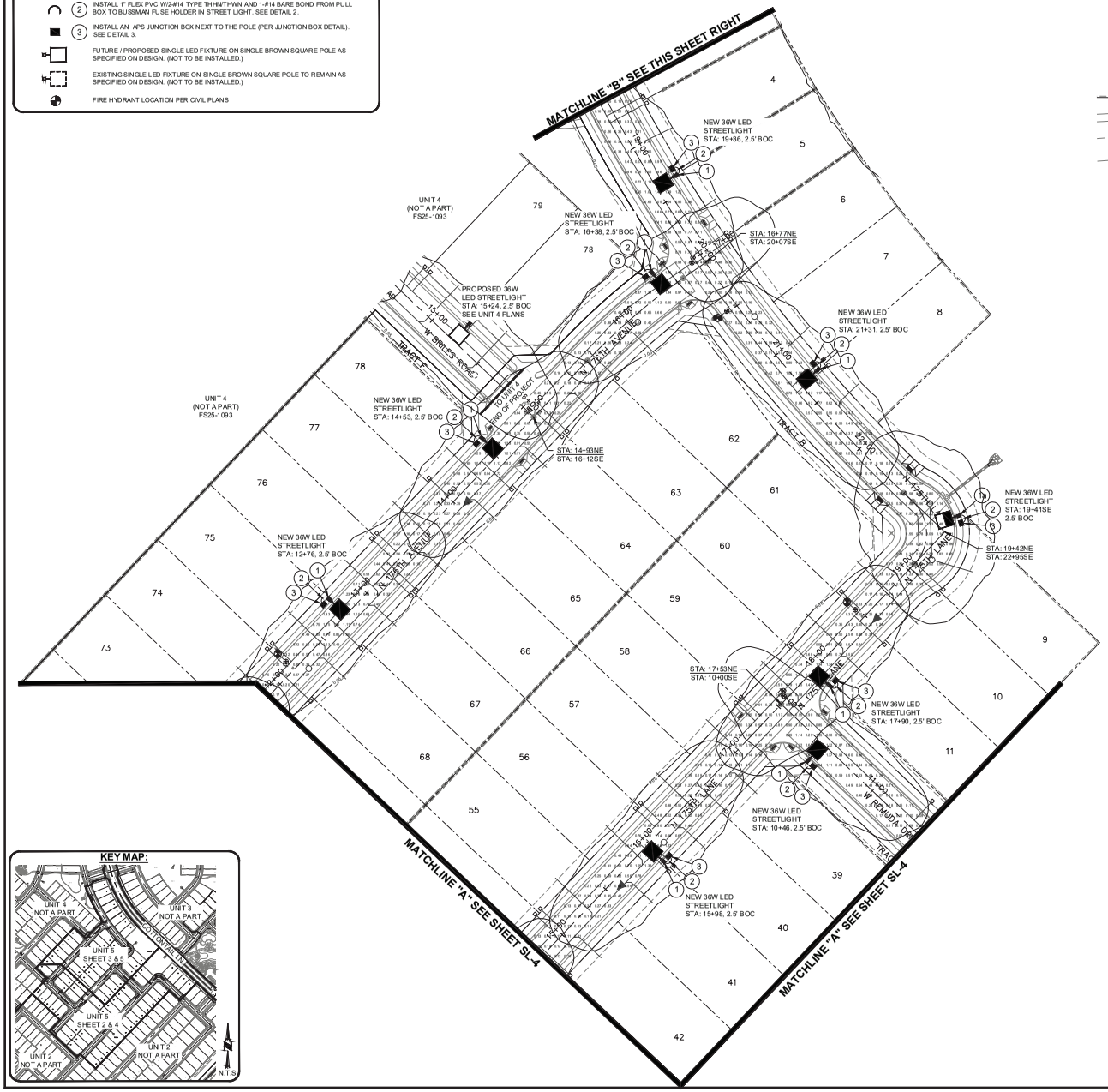

KEY MAP:

PHOTOMETRICS STUDIES

(Studies results is in illuminance)

EVOLVE ERL1_05B530_____-120-277V
CURRENT test report no. 21043022 21043023 21043024 21050321 21050421 21050422
lamp(s): LED
candela file "ERL1_05B530_____-120-277V.ies"
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 37
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 21, number luminaires= 21
kw all locations= 1.7

EVOLVE ERL1_05D530_____-120-277V
CURRENT test report no. 21062821 21062823 21063021 21071521 21071522 21071523
lamp(s): LED
candela file "ERL1_05D530_____-120-277V.ies"
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 36
Outreach (from mounting axis to photometric center)= 30 in
mounting height= 25 ft
number locations= 1, number luminaires= 1
kw all locations= 0.1

Unit 5 Local Streets
1793 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.54
Maximum	2.00
Minimum	0.06
Avg:Min	8.94
Max:Min	33.33
Coef Var	0.76
Unif/Grad	2.22

Call at least two full working days before you begin excavation.
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In Maricopa County: (602) 263-1100

N

40' 20' 0 40'
SCALE: 1" = 40'

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ASANTE NORTH - UNIT 5
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NO	REVISIONS	BY	DATE
A	CITY COMMENTS	DH	3/16/26

REGISTERED PROFESSIONAL ENGINEER 25582 GREG D. LARSON STATE OF ARIZONA USA

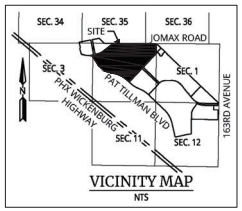
SHEET 5 OF 5

Contact: Doug Horning/Greg Larson,P.E.
Horns Consulting Project #: 25SL505F

Designed By:	DH	12/02/2025
Drawn By:	DH	12/02/2025
Reviewed By:	GL	12/02/2025

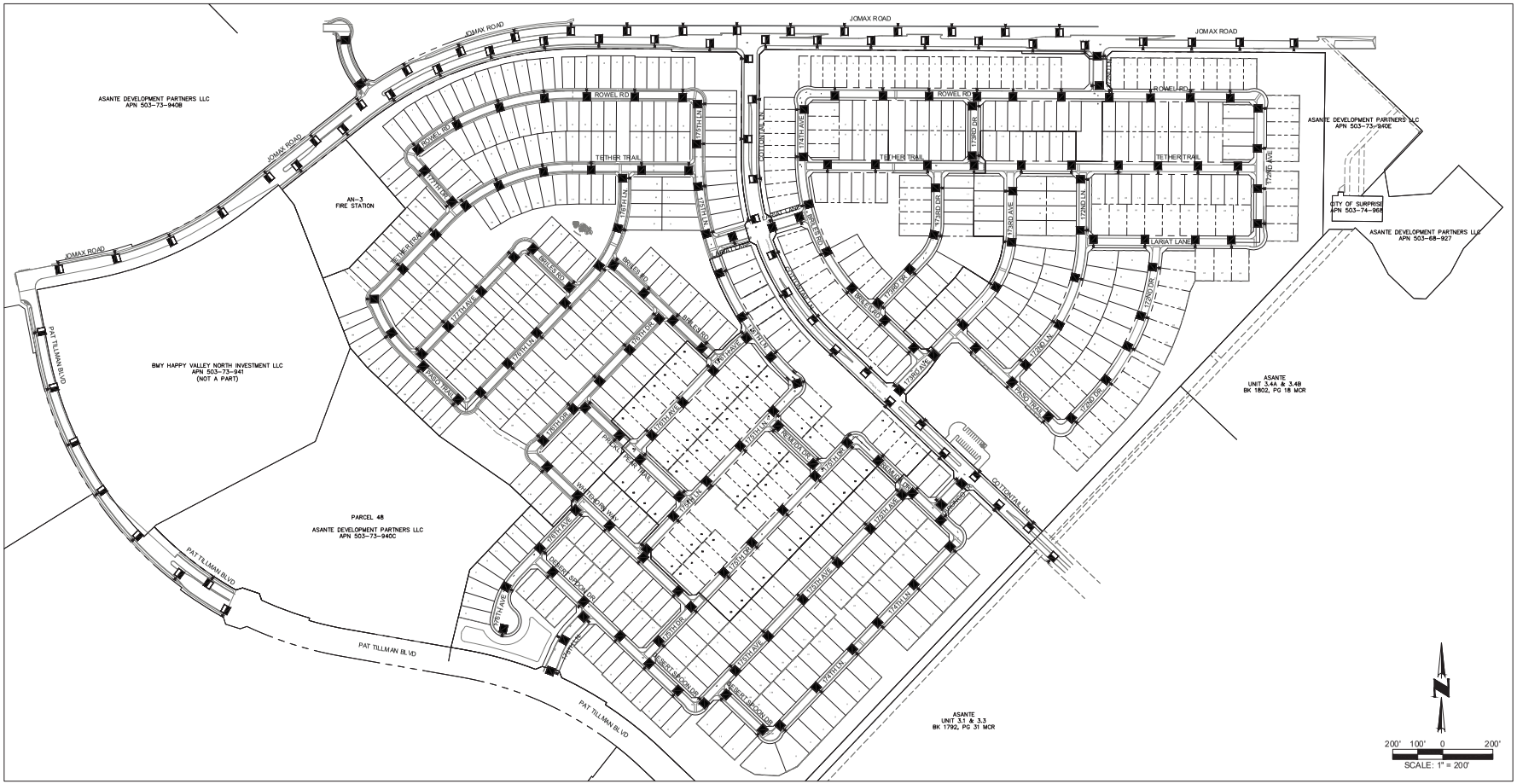
FS25-1094

ASANTE NORTH
SLID STREET LIGHTING EXHIBIT
SURPRISE, ARIZONA



SLID LEGEND FOR STREETLIGHTS & QUANITIES:

- 36 WATT, 4,000 LUMEN LOCAL STREETLIGHT
  TOTAL QUANITY = 177
- 59 WATT, 7,600 LUMEN COLLECTOR STREETLIGHT
  TOTAL QUANITY = 17
- 87 WATT, 11,000 LUMEN ARTERIAL STREETLIGHT
  TOTAL QUANITY = 48



DRAWN BY: MH
CHECKED BY: GH
APPROVED BY: TJD
DATE: 02-05-2026
PROJECT #: 9851115965
REVISIONS

Horns Consulting, LLC
5223 W. Desperado Way, Phoenix, Arizona 85083
Hornsconsulting.com
Phone: (623)256-8090
E-mail: doug@hornsconsulting.com

SLID STREET LIGHTING EXHIBIT
ASANTE NORTH
SURPRISE, ARIZONA

SCALE: 1" = 200'
SHEET TITLE: SLID EXHIBIT
DRAWING #: SLID-01

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: Citywide

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

Agenda Wording:
Consideration and action approving a Wireless Provider Master License Agreement between the City of Surprise and Cox Communications Arizona, LLC, authorizing the installation, operation, and maintenance of wireless facilities within the City's public rights-of-way; Resolution 2026-38.

Motion:
I move to approve Resolution 2026-38.

Background:
The proposed Wireless Provider Master License Agreement authorizes Cox Communications Arizona, LLC, to install, operate, maintain, repair, replace, and remove small wireless facilities and associated equipment within City public rights-of-way, subject to City approval and all applicable federal, State, and local laws.

Approval of the Wireless Provider Master License Agreement establishes the contractual framework governing Cox Communications Arizona, LLC's use of the public rights-of-way. Individual wireless facility installations are not approved by this action and remain subject to separate engineering review, permitting, inspection, and compliance with the City's adopted design standards and right-of-way requirements.

The Wireless Provider Master License Agreement grants a non-exclusive, revocable license for use of the public right-of-way while preserving the City's ownership and management authority over public infrastructure and rights-of-way.

Objective Analysis:
Approval of the Wireless Provider Master License Agreement allows the provider to seek permits for future small wireless facility installations that will improve wireless communications capacity, reliability, and future network expansion within the City.

Individual installations may result in temporary construction impacts such as lane restrictions, sidewalk closures, or traffic control. These impacts will be managed through the City's permitting, inspection, restoration, and traffic control requirements. All future installations remain subject to applicable

engineering, safety, and aesthetic standards.

Policy Compliant:

Approval of the Wireless Provider Master License Agreement is consistent with the City's adopted Wireless Facilities regulations, the Land Development Ordinance (LDO), applicable Arizona Revised Statutes governing wireless providers within public rights-of-way, the Federal Telecommunications Act, Federal Communications Commission regulations, and the City's authority to manage and protect the public rights-of-way.

Financial Impact:

The provider is responsible for all costs associated with installation, operation, maintenance, relocation, repair, restoration, and removal of its facilities. The City will receive application fees, permit fees, and other fees authorized by applicable law. Administrative costs associated with processing applications and inspections are expected to be offset by these fees.

Budget Impact:

This action does not require additional City funding and has no anticipated impact on the current or future operating budget.

FTE Impact:

This action does not create or eliminate any full-time equivalent (FTE) positions.

ATTACHMENTS:

1. Cox Communications Master License Agreement

RESOLUTION # 2026-38

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A WIRELESS PROVIDER MASTER LICENSE AGREEMENT FOR WIRELESS FACILITIES LOCATED WITHIN THE CITY OF SURPRISE PUBLIC RIGHTS-OF-WAY BETWEEN THE CITY AND COX COMMUNICATIONS ARIZONA, LLC.

WHEREAS, the City of Surprise owns and controls the public roads, streets, alleys, and rights-of-way located within the City of Surprise municipal boundaries (collectively, the "Rights-of-Way" or "ROW");

WHEREAS, other utility providers, such as Arizona Public Service ("APS") (as defined in A.R.S. § 40-201), also own various street lights and utility poles at designated locations within the ROW. Collectively, the City's and utility providers' streetlights, traffic signals, utility poles, and signage may be referred to as "Wireless Support Structures" or "Utility Poles," as applicable and as defined by A.R.S. § 9-591;

WHEREAS, the City has established a Master License Agreement setting forth the lawful requirements for use of the ROW for the purposes set forth in A.R.S. § 9-591 *et seq*.; and

WHEREAS, Cox Communications Arizona, LLC ("Wireless Provider") desires to locate "Wireless Facilities" (as defined in A.R.S. § 9-591) and immediately related equipment at various sites within the ROW, whether on new, existing, or replaceable Wireless Support Structures or Utility Poles for the purposes set forth in A.R.S. § 9-591 *et seq*. and to enter into a Master License Agreement with the City to effectuate that intent.

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

Section 1. The Master License Agreement between the City of Surprise and Cox Communications Arizona, LLC, attached hereto as **Exhibit A** and incorporated herein by this reference, is approved.

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

[SIGNATURES ON FOLLOWING PAGE]

APPROVED AND ADOPTED this _____day of_____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

City of Surprise

WIRELESS PROVIDER MASTER LICENSE FOR WIRELESS FACILITIES LOCATED WITHIN ROW

THIS WIRELESS PROVIDER MASTER LICENSE FOR WIRELESS FACILITIES LOCATED WITHIN ROW (this "Master License") is entered into as of this_____day of _____, 20___("Effective Date"), by and between the **CITY OF SURPRISE**, an Arizona municipal corporation ("City") and **COX COMMUNICATIONS ARIZONA, LLC**, a Delaware limited liability company ("Licensee"), for the use of City rights-of-way.

1. **Master License.** This Master License is issued to Licensee to conduct the Permitted Uses in compliance with those documents entitled "City of Surprise Wireless Facilities Terms and Conditions" ("Terms and Conditions"). The Terms and Conditions are attached as Exhibit "A" hereto and are incorporated by reference. Capitalized terms used in this Master License shall have the same meaning described for them in the Terms and Conditions unless otherwise indicated herein. **LICENSEE WARRANTS AND REPRESENTS THAT LICENSEE HAS READ AND AGREES TO THE TERMS AND CONDITONS.**
2. **Preliminary Site Plan Approval and Permit Application.** Licensee certifies that any information it submits to the City with any Preliminary Site Plan or Permit Application will accurately set forth and depict the location of the Wireless Support Structure it desires to use for Wireless Facilities in the Right-of-Way and the specific Permitted Uses Licensee desires on each Support Structure, including all Licensee Facilities. Licensee also certifies that all work by Licensee or its contractor in the Right-of-Way shall comply with this Master License.
3. **LICENSEE'S INITIAL INFORMATION**. Unless and until Licensee provides notice otherwise:
   a. Licensee's network operations center phone number is:

      (877) 897- 2475

   b. Licensee's address for notices:

      Cox Communications Arizona, LLC
      1550 W. Deer Valley Road
      Building C
      Phoenix, AZ 85027
      ATTN: Phoenix Market Vice President

With a copy to:

Cox Communications, Inc.

Attn: VP Government Affairs

6205-B Peachtree-Dunwoody Road

Atlanta, GA 30328

c. Licensee's billing address for routine billing invoices:

Cox Communications, Inc

Attn: VP Carrier Sales & Operations

6205-B Peachtree-Dunwoody Road

Atlanta, GA 30328

4. **Fees.** Licensee shall pay the applicable fees as adopted by resolution of the City Council, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.
5. **Approvals.** It is understood and agreed that Licensee's ability to use Wireless Support Structures in the Right-of-Way is contingent upon it obtaining all of the certificates, permits, and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State, or local authorities. Licensee shall obtain such Governmental Approvals prior to commencing work in the Right-of-Way. In the event that Licensee is not able to obtain such Governmental Approvals or not able to obtain them in a satisfactory manner, or that the approved location is no longer technically compatible for its use, Licensee shall have the right to terminate this Master License. Notice of Licensee's exercise of its right to terminate shall be given by Licensee to the City in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by City. Upon such termination, this Master License shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to City.
6. **Compliance with Law**. Licensee acknowledges that this Master License does not constitute, and the City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to) any law, ordinance, power, regulation, tax, assessment, or other legal requirement now or hereafter imposed by the City or any other governmental body upon or affecting Licensee's use of the Use Area.

7. **Notices**. All notices, requests, demands, and other communications under this Master License shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374-7470
Attention: City Manager
623.222.1100

Licensee:
Cox Communications Arizona, LLC

1550 W. Deer Valley Road

Building C

Phoenix, AZ 85027

ATTN: Phoenix Market Vice President

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Master License as of the Effective Date.

CITY:

CITY OF SURPRISE,
an Arizona municipal corporation

By:_____
Kevin D. Sartor, Mayor
Date: _____

ATTEST:

_____
Kristi Passarelli, City Clerk

APPROVED AS TO FORM ONLY:

_____
Jeffrey Murray, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 202___, before me personally appeared Kevin Sartor, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

_____
Notary Public

OWNER:

COX COMMUNICATIONS ARIZONA, LLC,
an Arizona limited liability company

By: Susan Anable

Name: Susan Anable

Its: VP of Phoenix Market

Date: 6/2/26

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 2nd day of June, 2026 before me personally appeared _____, for and on behalf of Cox Communications Arizona, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above/attached document on behalf of said companies.

CYNTHIA TURSKI
Notary Public
Commission Number 679936
Expires: March 1, 2029
Maricopa County

[Affix notary seal here]

Notary Public

Exhibit A

City of Surprise Terms and Conditions for Wireless Facilities located within Rights-Of-Way.

The City of Surprise City Council adopted the following Terms and Conditions (the "Terms"), by Ordinance No. 2018-01 on January 16, 2018, to govern and regulate the use of City-owned utility, traffic, and street light poles and rights-of-way for the placement, operation, and maintenance of Wireless Facilities ("WF" or "WFs"), pursuant to Section 704 of the Federal Telecommunications Act of 1996 and Arizona Revised Statutes ("A.R.S"), Title 9, Sections 9- 591, *et seq.,* and any other applicable law, regulation, or policy (collectively, the "Telecommunications Laws"). These Terms are effective as of March 15, 2018, and may be amended only upon approval of the City Council. These Terms shall be and are incorporated by reference into and are part of every Site License for Wireless Services approved and issued by the City.

RECITALS

A. The City, in its governmental capacity, owns or holds a legal interest in public roads, streets, alleys, and public utility easements located in Surprise (collectively, the "ROW"). The City is responsible for management of the ROW within its municipal boundaries. Pursuant to A.R.S. §§ 9-240, 9-276, and 9-582, the City has exclusive control of the ROW.

B. The City owns various street lights, traffic signals, utility poles, and signage at designated locations within the ROW (referred to herein as a "City Pole" or collectively as "City Poles").

C. The City anticipates that one or more Wireless Providers may desire to locate WFs and immediately related equipment at various Sites within the ROW.

D. Pursuant to the Telecommunications Laws, the City may authorize Wireless Providers to attach a WF, including a Small Wireless Facility ("SWF"), to City Poles located within the ROW, and where permitted, erect Monopoles in the ROW.

E. All City Poles approved for the location or collocation of WFs and SWFs for private use shall retain their primary governmental purpose, and no WF or SWF shall interfere with those purposes in any way, nor shall the activities of a Wireless Provider create an unreasonably dangerous condition to the public.

F. The purposes of these Terms are to: (1) promote uniformity in Site Licenses; (2) streamline the preparation and administration of Site Licenses; (3) protect the public health, safety, and welfare; and (4) protect the value of and physical integrity of publicly-owned property and assets.

1. Definitions

Alternative Tower or Wireless Support Structure shall mean an innovative WF design, such as a clock-tower, grain silo, bell tower, false chimney, steeple, flag pole, windmill, and similar mounting structures that camouflage or conceal the presence of a WF.

Antenna shall mean communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing Wireless Services.

Applicable Law(s) shall mean the Federal, State, county, and City of Surprise laws, ordinances, rules, regulations, and permit requirements that apply to the placement, operation, and maintenance of WFs within the City of Surprise.

Authorized Person shall mean the person(s), employee(s), agent(s), consultant(s), or contractor(s) authorized in writing by a Wireless Provider to complete and submit a WF application to the City.

Base Station shall mean the structure or equipment at a fixed location that enables Wireless Services licensed or authorized by the FCC between user equipment and a telecommunications network, including, but not limited to, radio transceivers, Antennas, coaxial or fiber-optic cable, and regular and backup power. A Base Station shall be ground mounted on a concrete slab, located within a building, or placed underground in a vault. The term does not encompass a Tower (as defined herein) or any equipment associated with a Tower.

City Pole shall mean a city-owned street light, traffic signal, signage, or other Utility Pole at designated locations within the ROW.

Collocate or Collocation shall mean to install, mount, maintain, modify, operate, or replace a WTF on, within, or adjacent to a Wireless Support Structure or Utility Pole.

Conceal or Concealment shall mean to design or disguise a WTF to look like something other than a Tower or Base Station.

Enclosure shall mean the enclosure housing the electronic ground equipment shown on the Site Plan.

FCC shall mean the Federal Communications Commission.

Hazardous Substance shall mean any substance, chemical, or waste that is identified as hazardous or toxic in any Applicable Law, including but not limited to petroleum products and asbestos.

Monopole shall mean a Wireless Support Structure composed of a single spire used to support telecommunications equipment and having no guy wires or ground anchors. A Monopole shall not be more than forty (40) inches in diameter at the ground level, and all of the wireless equipment shall be mounted on or contained inside of the pole. “Monopole” includes, but is not limited to, a monopalm, monocactus, monobroadleaf, or monopine.

Permitted Uses shall mean, and is limited to, a Wireless Provider’s right to construct, install, operate, maintain, and repair any and all equipment associated with Wireless Facilities to deliver Wireless Services.

RF shall mean radio frequency.

RF Letter shall mean a letter attesting to the Wireless Provider's compliance with FCC RF exposure guidelines from the Wireless Provider's senior internal engineer.

Right-of-Way ("ROW") shall mean, as defined for Wireless Facility Sites in A.R.S. § 9-591(18), the area on, below, or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a Federal Interstate Highway, a State highway or State route under the jurisdiction of the Arizona Department of Transportation ("ADOT"), a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Wireless Services Provider.

Site shall mean and refer to, for WFs other than those in the ROW, the current boundaries of the property surrounding the WF and any access or utility easements currently related to the Site, and, for other Wireless Support Structures, will mean and be further restricted to, that area in proximity to the structure and to other Transmission Equipment already deployed on the ground.

Site License shall mean a revocable, nonexclusive permission to attach a WF to a City Pole and encroach in the ROW that fully incorporates these Terms, but which does not create or confer any interest in the real or personal property of the City or a third party.

Site Plan shall mean a required plan, to scale, of a project area showing uses and structures, existing and proposed.

Small Wireless Facility ("SWF") shall mean, as defined in A.R.S. § 9-591(19), a WF that may consist of one (1) or more radio receivers, Antennas, interconnected cable, power supply, other associated electronics, and accessory equipment, which are attached to a structure and meet the following parameters:

(A) All Antennas are located inside an Antenna Enclosure of no more than six (6) cubic feet in volume, or, in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary Enclosure of not more than six (6) cubic feet; and

(B) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume, or fifty (50) cubic feet in volume if the equipment was ground mounted before February 9, 2018. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, Concealment, telecommunications demarcation box, ground-based Enclosures, battery back-up power systems, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Small Cell Network shall mean a collection of interrelated SWFs designed to deliver personal Wireless Services to the public.

Transmission Equipment shall mean equipment owned or used by the Wireless Provider or by any third party for Permitted Uses in connection with the Wireless Provider's or a third party's installation and operation of a WF pursuant to an individual Site License. Transmission Equipment includes, but is not limited to, radio transceivers, Antennas, coaxial or fiber-optic cable, and regular and back-up power supply. The term includes equipment associated with Wireless Services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Tower shall mean any structure built for the sole or primary purpose of supporting any Antennas and their associated facilities, licensed or authorized by the FCC, including structures that are constructed for Wireless Services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Use Area shall mean the area that a Wireless Provider is permitted to use pursuant to an approved Site License. The term "Use Area" includes the area depicted on the Site Plan that shows where the Antenna will be attached to the City Pole or where it will be placed in the ROW, and where the Base Station will be located.

Utility Pole shall mean a pole or similar structure that is used in whole or in part for telecommunications purposes, electricity distribution, lighting, or traffic signals. Utility Pole does not include Monopole.

Wireless Infrastructure Provider shall mean, as defined in A.R.S. § 9-591(23), any person that is authorized to provide telecommunications services in this State and that builds or installs wireless communications transmission equipment, WFs, Utility Poles, or Monopoles, but that is not a Wireless Provider. Wireless Infrastructure Provider does not include a special taxing district.

Wireless Provider shall mean a person or legal entity that provides Wireless Services to the public that is duly licensed by the FCC to provide such services and that holds a valid Site License to use one or more City Poles and the ROW for this purpose.

Wireless Service shall mean any FCC licensed commercial wireless telecommunications services including cellular, personal communications services (PCS), specialized mobile radio (SMR), and enhanced specialized mobile radio (ESMR), as well as unlicensed wireless services, and common carrier wireless exchange access services

Wireless Facility ("WF") or **Wireless Facilities ("WFs")** shall mean, as defined in A.R.S. § 9-591(22):

(A) Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) equipment associated with wireless communications; and (ii) radio transceivers, Antennas, coaxial or fiber-optic cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration.

(B) Includes Small Wireless Facilities.

(C) Does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between Wireless Support Structures or Utility Poles, or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an Antenna.

(D) Does not include Wi-Fi radio equipment or microcell equipment.

2. Licensing Scope, Standards, and Procedures

2.1 License Required. No person or entity shall attach any Antenna or WF to a City Pole, place its Transmission Equipment in the ROW, or erect a Monopole in the ROW without an approved Site License. Placement of any unauthorized facilities on a City Pole or in the ROW without a Site License shall constitute trespass, and the unauthorized facilities may be removed by the City with any costs incurred for such removal to be reimbursed to the City by the owner of the unauthorized facilities.

2.2 Removal of Unauthorized Facilities. The City may require a Wireless Provider to remove any unauthorized attachment to a City Pole or placement of facilities in the ROW. If the Wireless Provider fails to remove the unauthorized facilities within thirty (30) days after written notice, the City may remove the unauthorized facilities without incurring any liability, including but not limited to liability for interruption of service. The Wireless Provider shall reimburse the City for its actual costs of removal of the unauthorized facilities. The failure of the City to act to remove any unauthorized facilities shall not constitute permission or a *de facto* Site License in any manner nor shall subsequent issuance of a Site License operate retroactively.

2.3 Completed Application Required. An Authorized Representative of a Wireless Provider shall submit a completed application form to the City for a Site License, which application shall be accompanied by a Site Plan(s) for each Site, to the City. Once the Site License application is reviewed and approved, a Site License will be issued by the City. The City Manager/Engineer, or his designee, shall have authority to execute a Site License on behalf of the City.

2.4 Notification to Adjacent Property Owners. Concurrently with submittal of an application, the Wireless Provider shall notify all adjacent property owners and the owners of any residential property located within three hundred feet (300') of each proposed WF site. Such notice shall be by U.S. mail and shall include the project location, address, general description, equipment dimensions, Wireless Provider contact information, and a construction schedule. The Wireless Provider shall include a copy of the notification and the property owner notification list with an attestation of mailing with any application.

2.5 Only Permitted Uses. WFs may be used solely for the Permitted Uses, and Wireless Providers are not authorized to and shall not use the WFs, Site, or Use Area to offer or provide any other services not specified in the Site License. The WFs shall be owned by the Wireless Provider.

2.6 No Changes without City Approval. No approved Site Plan or Site License may be changed unless the City agrees to the change in writing. Any change that is not approved shall be null, void, and of no effect.

2.7 Site License Grants Non-Exclusive Right. A Site License gives the Wireless Provider a non-exclusive right to have WFs occupy space in the ROW and/or on a City Pole (including any replacement City Pole) as shown by an approved location(s) identified on the Site License and authorizes the installation, operation, use, and maintenance of WFs to provide Wireless Services.

2.8 No Ownership or Leasehold Interest. A Site License does not provide the Wireless Provider with any ownership interests in City Poles (including any City Poles that are replaced by the Wireless Provider), real property, or ROW, nor does a Site License constitute an assignment of any of the City's rights to use the public property upon which the WFs are attached or is/are located (other than as expressly provided herein or in the Site License). Additionally, a Site License does not constitute or create a leasehold interest or right to the benefit of any City property or portion thereof.

2.9 Assumption of Risk. The Wireless Provider assumes all risk, costs, and expenses related to the WFs and loss of service that may occur due to damage, destruction, or collapse of any City Pole or due to any incompatibility of the Wireless Provider's use with the City's use, or another user's use, of the City Poles. The Wireless Provider shall be solely responsible for the relocation of any WFs placed on a structure or property not owned by the City or wrongly designated as a City Pole and/or ROW at any time.

2.10 Compliance with Applicable Laws. All WFs shall be designed, installed, and maintained during the term of a Site License in compliance with all Applicable Laws, including Section 122-11 of the City of Surprise Unified Development Code ("SUDC").

2.11 Wireless Provider Sole Cost and Expense. The Wireless Provider shall design, specify, and supply, at its sole cost and expense, all material associated with the installation, operation, and maintenance of the WTFs.

2.12 Spare Light and Traffic Signal Poles. Wireless Providers shall purchase and store extra street light and traffic signal poles in anticipation of emergency or routine replacement of such poles utilized by the Wireless Provider or the City. All replacement poles shall be approved by the City prior to installation.

2.13 Blue Stake. To the extent that a Wireless Provider owns any fiber or conduits that will be placed underground, and to the extent that State law requires it, the Wireless Provider shall comply with Arizona Revised Statutes Title 40, Chapter 2, Article 6.3, by participating as a member of the Arizona Blue Stake Center (or other appropriate organization). A copy of the Wireless Provider's proof of membership shall be filed with the City.

2.14 Obtaining Permits. Wireless Providers shall comply with any necessary building permit, traffic control, ROW management requirements, non-City of Surprise utility permits, other permits as required, or other regulatory requirements ("Permits") that apply to the WFs.

2.15 Emergency Operations Permit. Wireless Providers shall apply for and obtain one annual permit for emergency operations (no excavation) occurring within the ROW and/or on City Poles.

2.16 Abandonment. If a Wireless Provider discontinues use of any of its WFs, or any portion thereof, installed under or pursuant to an approved Site License, for a period of ninety (90) consecutive days, the WF shall be deemed to have been abandoned. Upon such abandonment, the Wireless Provider of the WF shall have an additional ninety (90) days to (i) reactive the use of the WF or transfer the WF to another Wireless Provider who makes use of the WF; or (ii) dismantle and remove the WF. Upon removal of the WF, the Site shall be returned to its built or natural state and topography and vegetated consistent with the natural surroundings.

3. Installation and Replacement Poles

3.1 Other Required Permits and Approvals. The zoning processes, building permit processes, ROW management policies, and similar regulatory requirements that apply to the WFs are completely separate from the processes set forth in these Terms. The Wireless Provider's satisfaction of any requirement set forth in these Terms does not substitute for compliance with any other regulatory requirement. Similarly, the Wireless Provider's satisfaction of any other regulatory requirement does not substitute for compliance with any requirement of these Terms. To the extent that regulatory requirements and requirements of these Terms are the same, compliance with regulatory requirements shall constitute compliance with these Terms and vice versa.

3.2 Inspections. Wireless Providers shall order City of Surprise inspections during and upon completion of installation of any WFs. Installation will be inspected for adherence to Applicable Laws, plan specifications, safe operation, workmanship, aesthetics, and/or interference with street, streetlight, or traffic signal operations. Post-installation inspection of WFs by the City shall be performed within thirty (30) days of installation. In the event that the City objects to the installation, the Wireless Provider will be required to remove the WF and resubmit a design/installation plan. The Pole may not be altered without the City's written permission.

3.3 As-Built Drawings. Wireless Providers shall prepare and maintain As-Built Drawings of all WFs located on City Poles and within the ROW and furnish such record drawings in hard copy and/or electronic format at the City's request. Electronic copies shall be provided in AutoCAD 2014 DWG format or other City-approved electronic format.

3.4 Pole Replacement. Because the City's existing streetlight poles and traffic signed poles are not designed to safely support the additional weight and stress of WFs, Wireless Provider shall be required to provide poles designed to support these facilities to replace existing City Poles prior to attaching WFs. The following will apply:

3.4.1 The Wireless Provider shall pay all costs related to City Pole replacement, including but not limited to replacement, transfer of all existing facilities, and removal and salvage of the existing pole to the City of Surprise. Payment of City Pole replacement costs does not provide the Wireless Provider with any ownership interest in the replaced City Pole. The Wireless Provider shall transfer ownership of all replacement poles to the City.

3.4.2 Any replacement City Pole shall conform to the height restrictions imposed by the City, and the arm height of the street light or traffic signal must conform to the existing arm height of the other street light or traffic signal structures in the adjacent area. The City Pole must also conform to the City of Surprise Supplement to the M.A.G. Uniform Standard Details and Specifications for Public Works Construction.

3.4.3 If the replacement City Pole is damaged by the Wireless Provider or a third-party and needs to be replaced, the Wireless Provider shall repair or replace (if deemed necessary by the City) the City Pole entirely at its expense within fourteen (14) days of discovery of the damage or receiving notice of the damage from the City. If the damage is caused by a third party, the City will reimburse the Wireless Provider for the cost of the repairs or a standard City Pole (if the pole is replaced) within forty five (45) days of the City's receipt of an invoice, but the Wireless Provider shall be responsible for any cost in excess of that amount.

3.4.4 The Wireless Provider may, with the consent of the City, place a temporary WF on a nearby City Pole or within the ROW during replacement. The City disclaims any and all liability to the Wireless Provider for any loss of services resulting from the need to install a temporary WF. Once the City Pole has been replaced, the Wireless Provider may re-install the WF at its sole expense (and the City will install its lighting and signal apparatus and wiring at its sole cost). In the event of localized interruptions (e.g. motor vehicle accidents), the City shall notify the Wireless Provider of the incident after taking any required actions to clear and restore the site. The Wireless Provider shall be responsible for collection of any damages from a third party that caused the damage to any WFs.

3.5 RF Letter. The Wireless Provider shall provide a RF Letter confirming its compliance with FCC Radio Frequency 47 CFR §1.1310 and all other applicable RF emissions laws and regulations (collectively, the "Guidelines") in effect at the time it submits its completed application. The Wireless Provider shall conduct an initial test for compliance with the Guidelines prior to placing a WF on a City Pole or in the ROW before the WF is activated for Wireless Services. The Wireless Provider shall perform additional tests upon any significant change in the WF on the City Pole or in the ROW. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to the City. If the tests show noncompliance with applicable Guideline exposure limits in effect, then the noncompliant WF attached to the City Pole or in the ROW shall be shut down (except for work necessary to bring it back into compliance) until subsequent tests again show compliance with the Guidelines. The City may, at its expense, perform tests to determine compliance of a WF with the Guidelines, as amended from time to time.

3.6 Notice. The Wireless Provider shall post a notice at each WF site providing a twenty-four (24) hour contact number and, as applicable, a RF emission hazards warning to the extent required by law.

3.7 Payment of Permit and License Fees. All WFs shall be installed and maintained in accordance with the requirements of the National Electric Code, the National Electrical Safety Code, the National Fire Protection Association Standards, the Occupational Safety and Health Administration ("OSHA"), and any other Applicable Laws. All fees, notices, permits, approvals, certifications, and licenses required for the installation, maintenance, and operation of the WFs shall be obtained and paid for by the Wireless Provider, and proof of such shall be provided to the City upon request at no charge prior to the start of work.

3.8 Payment of Utility Charges. The Wireless Provider shall install or cause to be installed a separate electric meter on each City Pole for any utilities used by the Wireless Provider and shall be responsible for payment of all electricity and other utility charges related to the usage of the WF and street light. No secondary power supply (generator or battery; permanent or temporary) may be attached to a City Pole and/or within the ROW without prior written consent of the City pursuant to an approved or amended Site License. Any third-party equipment needed to service the WFs shall require separate permits. In the event of an emergency, maintenance, accident, or condition that causes the City to replace or remove any part of the WF, the Wireless Provider at its sole expense shall be responsible for reconnection of any disconnected utilities.

3.9 Concealment. Wireless Providers shall Conceal, as applicable, all pole-mounted, pad, and ground-mounted equipment used for Permitted Uses with required aesthetic features, such as canisters, screen walls, and landscaping, as approved by the City with each Site License. Concealment shall blend with or enhance the surrounding area with the use of artistic and/or architectural detail and shall take into account scale, form, texture, materials, and color. Concealment features shall be noted on the Site Plan and construction drawings submitted with each application.

4. Maintenance/Modifications

4.1 Maintenance Costs. Maintenance of WFs shall be performed by the Wireless Provider at its sole cost and expense. The Wireless Provider shall obtain the appropriate permits for work in the ROW (Special Use Permit for work on WF; Utility Permit for any work on ground mounted equipment) to access the City Poles and will also need to submit for a Barricade Permit (traffic control permit issued by Traffic Engineering), if applicable.

4.2 Correction of Violations. If the WFs are not placed and maintained in accordance with these Terms, and the Wireless Provider has not corrected any violation within thirty (30) days from its receipt of a written notice from the City (or such longer time as may be reasonable under the circumstances), the City may, at its discretion, correct the violation at the Wireless Provider's expense.

4.3 Approval Required for Modifications. Any upgrade and/or modification to the WFs other than a like replacement shall require specific approval from the City obtained in writing from the City Manager/Engineer or his designee.

5. Interference

5.1 No Interference. WFs shall only be used in a manner that will not cause interference, including, but not limited to, blocking or impeding access to the City Pole, electrical interference, RF interference, or mechanical interference to the City's and other users' use of the Pole, provided that such other users' installation predates the installation of the WFs. If applicable, the City will supply the Wireless Provider with a list of other users on any City Pole together with the respective transmission frequencies thereof.

5.2 Remedy Interference. The Wireless Provider shall not install, operate, or allow the use of equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. The Wireless Provider shall be responsible to ensure compliance with this requirement by all persons using a City Pole or the ROW through or under the Wireless Provider.

5.1.1 In the event any such interference occurs, the Wireless Provider shall (i) remedy such interference as soon as possible but no later than within seventy-two (72) hours after receipt of written notice from the City, if required, or (ii) cease operation of the WFs until such interference is eliminated.

5.1.2 If such interference is not eliminated within the seventy-two (72) hour period, the City will have the right to take all necessary and reasonable steps, at the Wireless Provider's sole cost and expense, to disable the WFs to eliminate the interference.

5.3 Installation by the City or Third Parties. The City, or any other subsequent user of the City Pole or surrounding ROW within 500 feet of the Pole, will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference, as measured in accordance with then existing industry standards or the Guidelines, to the then existing equipment of the Wireless Provider.

5.4 No Liability of City for Interference. The City shall not have liability for any interference with the operation of WFs or a Wireless Provider's customer's equipment that may arise in any manner out of the Wireless Provider's use of City Poles or ROW.

6. City's Reserved Rights

6.1 Maintain Poles and Operate City Facilities. The City reserves the right to maintain its Poles and to operate City facilities on City Poles and within the ROW in such manner as will best enable it to fulfill its own service requirements, including but not limited to attachment of additional facilities to City Poles.

6.2 Relocation. If the City deems it necessary to relocate any of the WFs, the City may require the Wireless Provider to relocate the WFs to another location in the ROW that is comparable to the existing location. The Wireless Provider shall perform the relocation work at its own expense. If it fails to do so, the City may perform any part of the relocation work that has not been performed, and the Wireless Provider shall reimburse City its actual costs incurred in performing relocation work.

6.3 Abandonment of Removal of City Pole(s). The City reserves the right to abandon and remove any City Pole(s). The City shall give the Wireless Provider no less than one hundred eighty (180) days' notice of its intent to abandon a Pole. The City may offer to sell the Pole to the Wireless Provider at the then value thereof in which case the Wireless Provider shall have thirty (30) days from the date of the notice to purchase and remove the Pole. If the Wireless Provider has already paid for the Pole, there will be no charge for the Pole. If the Wireless Provider does not purchase and remove the Pole within the 30-day period, the Site License for the subject City Pole shall terminate, and unless the City notifies the Wireless Provider otherwise, the Wireless Provider shall immediately remove the WFs from the Pole. If the WFs are not timely removed, the City may remove them with no further notice to the Wireless Provider and charge the Wireless Provider for the City's costs incurred. The Wireless Provider shall immediately reimburse the City for these costs upon receipt of a written statement from the City.

6.4 Use by Third Parties. All Site Licenses shall be subject to the privilege to use City Poles as granted by the City to any third parties under prior Site Licenses, franchises, or other permissions, and the City reserves the right to continue, modify, and extend such attachment privileges and to approve future Site Licenses or other permissions authorizing third parties to attach Wireless Service and other facilities to City Poles and install them in the ROW.

6.5 Modify Terms. The City reserves the right to modify these Terms in order to bring them into compliance with Applicable Laws enacted in the future that would necessitate modification of these Terms.

6.6 "AS IS" Condition. The Wireless Provider is responsible for the study and inspection of the City-owned facilities, City Poles, and ROW to be utilized by the Wireless Provider and for determining the fitness for the use intended by the Wireless Provider. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with City-owned facilities, City Poles, or the ROW. The Wireless Provider accepts City Poles and the ROW in "AS IS" condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all Applicable Laws governing the use of City-owned facilities, the City Poles, or ROW for the Permitted Uses allowed by the Site License.

7. Fees

7.1 Schedule of Fees. The Wireless Provider shall pay the City the fees set forth on the Schedule of Fees approved by the City of Surprise City Council on February 6, 2018 by Resolution No. 2018-14. These fees are subject to change by further action of the City Council from time to time. The fees paid and collected by the City shall be consideration for the Wireless Provider's right to use the City Pole(s) or the ROW.

7.2 Application Fee. Wireless Providers shall pay the application fee shown on the Schedule of Fees when a Site License(s) application is submitted to the City.

7.3 Payment of Permit Fees. Wireless Providers shall pay all applicable permit fees at the time of issuance of a construction permit for each Site License, including, but not limited to, all applicable taxes, traffic control fees, and technology fees that are adopted by the City from time to time.

7.4 Payment in Advance. The fees shall be paid to the City in advance, on or before the anniversary date of the effective date of each Site License, without prior demand and without any deduction or offset whatsoever.

7.5 Nonrefundable. All fees paid are non-refundable.

7.6 Payment of Taxes. Wireless Providers shall pay all applicable city, county, and state taxes levied, assessed, or imposed by reason of the Wireless Services provided by the Wireless Provider. Such taxes are in addition to any non-tax amounts paid by the Wireless Provider to the City. The Wireless Provider consents to the disclosure of any and all information reported on the Wireless Provider's transaction privilege tax returns submitted to the City by authorizing and allowing the City's tax collector to release such information to the City Manager/Engineer or designees.

8. Term and Renewal

8.1 Term. A Site License shall be effective as of the date of issuance (the "Effective Date") and unless sooner revoked in accordance with the provisions of Section 14, shall continue in effect for a period of ten (10) years ("Term").

8.2 Renewal. A Site License shall be renewable for one additional Term of ten (10) years, upon mutual agreement, so long as the Wireless Provider and WFs are in compliance with these Terms, the Site License, and all Applicable Laws. The Parties shall be deemed to have elected to extend the Term, unless a Party provides written notice to the other Party to the contrary within at least ninety (90) days prior to the end of the original Term.

8.3 Return of Premises. When a Site License either expires or is terminated before expiration of the Term due to revocation or other earlier termination, the Wireless Provider shall be subject to all obligations under these Terms to restore and rehabilitate all City Poles and ROW used for the WFs to their former condition and utility.

8.4 Holding Over. In any circumstances whereby the Wireless Provider would remain in possession or occupancy of the Site or Use Areas after expiration of the Term (as extended, if applicable), such holding over shall not be deemed to operate as a renewal or extension of the Site License(s), but shall only create a use right from month-to-month that may be terminated at any time by the City upon thirty (30) days' written notice to the Wireless Provider, or by the Wireless Provider providing sixty (60) days' written notice to the City.

8.5 Termination by City. Notwithstanding anything contained herein to the contrary, the City shall have the unconditional right, with or without cause, to terminate any Site License for reasons including, but not limit to, street widening, ROW abandonment, or development that may impact the location of the WFs, upon one hundred eight (180) days' written notice given at any time after the first one hundred eighty (180) days.

8.6 Termination by Wireless Provider. The Wireless Provider shall have the unilateral right to terminate any Site License without cause upon thirty (30) days' written notice to the City. However, there is no right to terminate after an event of default by the Wireless Provider has occurred (or an event has occurred that would become a default after passage of time or giving of notice).

9. ROW Use Requirements

9.1 Submittal of Application and Fees. A Wireless Provider shall submit the applicable permit application(s) together with the details, plans, and specifications required for City review and approval, and pay all applicable application, review, and inspection fees prior to any and all construction work performed pursuant to the rights granted under a Site License. The Wireless Provider and/or its contractor(s) shall abide by all stipulations of the Site License(s) and permits issued.

9.2 Denial of Application. The City may approve or deny such permits based on the availability of space at the location(s) sought by the Wireless Provider, safety, and other considerations in accordance with the City of Surprise City Code, applicable ROW construction regulations, and other Applicable Laws. The determination of whether a City Pole or location is available or unavailable for the attachment or placement of a WF or whether Collocation is required shall be within the City's sole, but reasonable discretion.

9.3 Removal of Temporary Facilities. The Wireless Provider and/or its Wireless Infrastructure Provider or other contractor(s) shall, during installation or relocation or removal of WFs, and upon completion of such work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site and public ROW in a safe, neat, and clean condition.

9.4 Responsibility for Use Area. The Wireless Provider and/or its contractor(s) shall be solely and completely responsible for the conditions of any Use Area or Site where WFs are being placed, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all Applicable Laws, including, but not limited to, OSHA regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

9.5 Repair of Damage. If the Wireless Provider damages City property, the Wireless Provider shall promptly, at its own expense, and in a manner acceptable to the City, repair the damage.

10. Traffic Control

10.1 Traffic Control Plan. If applicable, the Wireless Provider shall submit a Traffic Control Plan to Traffic Engineering for approval one week prior to beginning work under a Site License. The Wireless Provider shall not begin work until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of work, otherwise work will cease until an approved Traffic Control Plan is present onsite. All traffic shall be regulated in accordance with MAG standards, the City of Surprise Barricade Manual, latest edition, the Manual on Uniform Traffic Control Devices (MUTCD), and any other requirements of the City.

10.2 Responsibility for Traffic Control. The Wireless Provider shall have the full responsibility and liability for traffic control for work performed by the Wireless Provider or its contractors. In the event the Wireless Provider or its contractor(s) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, it shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience, as pre-approved by the City. Any damage caused by the Wireless Provider or its contractor(s) that is repaired by the City will be billed to the Wireless Provider at two (2) times the cost.

10.3 Pedestrian Access. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the Americans with Disabilities Act and as approved by Traffic Engineering.

11. Insurance

11.1 Insurance Required in Advance. Prior to any access to City poles, ROW, or any other City-owned property, the Wireless Provider shall procure and maintain for the duration of the Site License insurance against claims for (i) bodily injury, sickness or disease, or death of any person other than the Wireless Provider's employees; (ii) damages insured by usual personal and advertising injury liability coverage; (iii) damages because of injury to or destruction of tangible property, including loss of use resulting from; (iv) products/completed operations; and
(v) damages involving contractual liability insurance applicable to the Wireless Provider's indemnity obligations under these Terms. Such insurance shall cover claims as may be occasioned by the operations, act, omission, or negligence of the Wireless Provider or its officers, agents, representatives, employees, or contractors during all times that the Site License(s) is in effect and/or the WTFs are on the City Poles. Insurance limits are inclusive of umbrella coverage.

11.2 Licensed Insurance Companies. Without limiting any obligations or liabilities, the Wireless Provider, at its sole expense, shall purchase and maintain the insurance specified below with companies duly licensed, authorized, or permitted or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best, Inc., rating of not less than A-VII.

11.3 Required Insurance Coverage.

11.3.1 Commercial general liability insurance with a limit of $5,000,000 per occurrence, with a $5,000,000 general aggregate limit. The policy shall be primary and include coverage for bodily injury, property damage, personal and advertising injury, products, completed operations, and blanket contractual liability, which coverage will be at least as broad as Insurance Services Office Inc. policy form or equivalent thereof, including but not limited to severability of interests and waiver of subrogation clauses.

11.3.2 Worker's compensation insurance in compliance with the statutory requirements of the state of operation and employer's liability insurance with a limit of $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit.

11.3.3 Commercial automobile liability insurance with a combined single limit for bodily injury and property damages of $2 million per each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of the Wireless Provider's work. Coverage shall be at least as broad as coverage Symbol 1 "any auto" (Insurance Service Office policy form CA 0001 or any replacements thereof).

11.3.4 Unless waived by the City's Risk Management Division in writing, all risk property insurance covering damage to or destruction of all real and personal improvements to the Right-of-Way, including without limitation, all improvements existing upon the Right-of-Way prior to this Agreement or hereafter constructed in an amount equal to full replacement costs of all such improvements. Such insurance shall be special causes of loss policy form including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood.

11.4 City as Additional Insured. The insurance coverage, except for workers compensation and employer's liability, and property insurance, required by this Agreement, shall include the City, its directors, officials, employees and officers, as additional insureds as their interest may appear under this Agreement. This provision and inclusion of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

11.5 Duty to Maintain Coverage. All insurance required herein shall be maintained in full force and effect while any Site License is effective and until the Wireless Provider has completed all removal and restoration obligations. Failure to do so shall constitute a material breach of these Terms and can be a cause for revocation of a Site License.

11.6 Insurance Primary. The Wireless Provider's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

11.7 Claims Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City. The Wireless Provider shall promptly furnish the City's Risk Management Division with copies of any accident or incident report(s) sent to the Wireless Provider's insurance carriers covering accidents/incident occurring in connection with and/or as a result of actions taken by the Wireless Provider or its contractor(s) pursuant to a Site License.

11.8 Waiver of Subrogation. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Wireless Provider's acts, mistakes, omissions, work, or services.

11.9 Deductibles. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of the Wireless Provider who shall be solely responsible for deductible and/or self-insurance retention.

11.10 Certificates of Insurance. Within ten (10) days after issuance of any Site License, the Wireless Provider shall furnish to the City certificates of insurance with blanket additional insured endorsements issued by the Wireless Provider's insurer(s) as evidence that policies providing the required coverages, conditions, and limits are in full force and effect and obtain reasonable approval of such certificates from City. Notwithstanding the foregoing, no Site Licenses may be executed and the Wireless Provider may not perform any work pursuant to a Site License until a certificate of insurance is provided to the City. Such certificates shall include the blanket additional insured endorsement(s). Such certificates and all subsequent renewals that are required shall be sent directly to:

Procurement Manager
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623.222.1857

11.11 Increase of Required Insurance. By written notice to the Wireless Provider, the City may elect to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that the City reasonably determines to affect the reasonable amount of insurance to be provided.

11.12 No Limitation on Payment of Damages. Nothing contained in these insurance requirements shall be construed as limiting the extent of the Wireless Provider's responsibility for payment of damages resulting from the Wireless Provider's use of a City Pole, ROW, or other City-owned property, or limiting or diminishing the Wireless Provider's obligation to indemnify, defend, and hold armless the City as set forth in Section 12.

11.13 Notice of Cancellation. Upon receipt of notice from its insurer(s), the Wireless Provider shall endeavor to provide the City with thirty (30) days' prior written notice of cancellation of any coverage required herein.

11.14 Expiration. If a policy does expire during the term of any of the Wireless Provider's Site Licenses, a renewal certificate(s) must be sent directly to the City's Risk Management prior to the expiration date.

11.15 Contractor's Insurance. The Wireless Provider shall require all contractors to obtain and maintain substantially the same coverage with substantially the same limits as required of the Wireless Provider and provide separate certificates of insurance and additional insured endorsements.

12. Indemnity

12.1 To the fullest extent permitted by law, the Wireless Provider shall pay, indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, successors, and assigns ("Indemnified Parties), for, from, and against any and all claims related to or arising from the Wireless Provider's use of City Poles, the ROW, or any other City-owned facilities (including, without limitation, the negligence, gross negligence, or intentional misconduct of the Wireless Provider and/or its employees, contractors, and/or agents in connection therewith) (collectively, the "Indemnity").

12.2 Without limitation, this indemnification shall include and apply to any and all claims that may arise in any manner out of any use by the Wireless Provider or its contractors of the ROW or other property related to a Site License, or any actions, acts, errors, mistakes, or omissions relating to work or services in the performance of or related to a Site License by the Wireless Provider or its contractor(s), including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the ROW or surrounding areas related to a Site License. However, the Indemnity shall not include claims, liability, harm, or damage caused by the negligence, gross negligence, or willful misconduct of the City or any other Indemnified Party.

12.3 To the extent any provision of the Indemnity is not fully enforceable against the Wireless Provider for any reason whatsoever, the Indemnity shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12.4 The Indemnity shall also include and apply to any environmental injury, personal injury, or other liability relating to the Wireless Provider's use of the ROW or any other City-owned property under a Site License or from the Wireless Provider's non-compliance with the Site Plan, Site License, or any Applicable Law.

12.5 The Wireless Provider shall promptly notify the City in writing of any claims, demands, or lawsuits which may name or involve the Wireless Provider and/or name or involve the City in relation to a Site License and provide copies of all relevant accident reports, incident reports, statements, or other documents that are relevant to the claims, demands, or lawsuits, or which may lead to the discovery of relevant materials or information, in the possession of the Wireless Provider, its employees, agents, contractors, and/or others.

12.6 The Wireless Provider shall make its employees, agents, and contractors available to the City to gather any relevant information relating to an incident, which results in a claim, demand, or lawsuit which may involve the Wireless Provider and/or the City in relation to a Site License.

12.7 It is the purpose of the Indemnity to provide maximum indemnification to the City and, in the event of a dispute, the Indemnity shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by the Wireless Provider against any and all claims, demands, or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages either arose only from the City's active negligence or intentional acts or that the City was comparatively at fault for the damages.

12.8 The amount and type of insurance coverage requirements set forth in these Terms will in no way be construed as limiting the scope of the Indemnity.

12.9 The obligations set forth in the Indemnity shall survive completion of the work, revocation, termination, or expiration of the Site License.

13. Limitation of Liability

13.1 Under no circumstances shall the City be liable to the Wireless Provider for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, whether under theory of contract, tort (including negligence, strict liability or otherwise), or in equity.

13.2 The Wireless Provider expressly acknowledges that the WFs are exposed to many risks beyond the reasonable control of the City, including acts of God or the public enemy, such as but not limited to, wind, rain, sleet, ice, floods, fire, riots, sabotage, expropriation, confiscation of facilities, or exercise of the power of eminent domain by a governmental entity other than the City. The Wireless Provider shall assume all risk of loss to WF that may arise in connection with these hazards and occurrences.

13.3 The Wireless Provider acknowledges and agrees that the Wireless Provider bears all risk of loss or damage to the WFs installed on the City Poles or ROW pursuant to its Site License from any cause, except for the cost of repairs to damaged WFs to the extent caused by the negligence or willful misconduct of the City and not covered by the Wireless Provider's insurance.

14. Revocation by the City

14.1 The City may revoke a Site License upon thirty (30) days written notice if the Wireless Provider neglects or refuses to comply with any of the provisions of the Site License or these Terms beyond all applicable cure periods. The Wireless Provider shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and the Wireless Provider commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

14.2 Failure by a Wireless Provider to operate a WF (except during specific periods expressly excused by these Terms) once installed under any Site License for a period of six (6) months within any twelve (12) month period will be grounds for revocation of the Site License at that location, unless the Wireless Provider recommences the use of such WF within thirty (30) days or any applicable cure period.

14.3 A Site License shall terminate and be revoked, without notice, (i) upon the institution by or against the Wireless Provider of an insolvency, receivership, or bankruptcy proceeding or any other proceedings for the settlement of the Wireless Provider's debts, (ii) upon the Wireless Provider making an assignment for the benefit of creditors, or (iii) upon the Wireless Provider's dissolution or ceasing to do business.

14.4 Upon revocation of a Site License, the Wireless Provider shall remove all WFs from the City Poles and the ROW within thirty (30) days of such revocation or termination, unless the City expressly agrees in writing to a longer time period, and to pay any fees then due and owing under the Site License or these Terms. The Wireless Provider's responsibility and obligation to indemnify and hold harmless the City, as required by Section 12, and duty to reimburse the City for all costs, expenses, and losses incurred by City shall survive revocation of a Site License.

14.5 In the event that the Wireless Provider fails to timely remove the WFs from the City Pole(s), the ROW, or other City-owned property, the City shall have the right, to remove the remaining WFs, in which event such equipment may be retained by City without accounting to the Wireless Provider therefore, and the expense of such removal and repairs shall be charged to and paid by the Wireless Provider without credit for the value, if any, of such WFs. If the WFs are attached to a third-party owned pole, the City will only remove the non-pole-attached portions of the WF.

14.6 Revocation of any Site License shall not affect the Wireless Provider's liabilities and obligations incurred under such Site License prior to the effective date of such revocation.

15. No Assignment

15.1 Each Site License is personal to the Wireless Provider and is for the Wireless Provider's use only. The Wireless Provider shall not assign, transfer, lease, sublicense, share with, convey, or resell to a third-party, any such space or rights granted hereunder without the express written consent of the City. Any unauthorized assignment, transfer, lease, sublicense, or sale of a Site license shall be void and not merely voidable.

15.2 In connection with any assignment/transfer approved by the City, the License shall pay to the City in advance the sum of Two Thousand Dollars ($2,000.00) as a nonrefundable fee for legal, administrative, and other expenses related to every assignment/transfer.

15.3 Payment of any outstanding fees and/or any applicable attachment fee will need to be paid either by the Wireless Provider or the approved assignee or transferee before any permits will be issued.

16. No Liens

16.1 The Wireless Provider shall not do or allow or cause anything to be done whereby the City's Poles, ROW, or other City-owned property may be encumbered by a construction lien or any other type of lien. Notice is hereby given that the City will not be liable for any labor or materials furnished to the Wireless Provider on credit, and that no construction or other lien for any such labor or materials shall attach to or affect the City's interest in and to the City's Poles, ROW, or other City-owned property.

16.2 If any lien is filed against any City-owned property, the Wireless Provider shall discharge the lien or bond the lien off in a manner reasonably satisfactory to the City within thirty (30) days after the Wireless Provider receives written notice that the lien has been filed. The Wireless Provider shall immediately provide the City a copy of any written notice when received. The Wireless Provider shall indemnify, defend, and hold harmless the City from all claims, demands, costs, and liabilities, including reasonable attorney's fees and costs, in connection with or arising out of any such lien or claim of lien.

17. Contractors

17.1 The Wireless Provider shall only engage Wireless Infrastructure Providers and other contractors licensed by the Arizona Registrar of Contractors, pursuant to State law, to perform any work on City Poles or work within the ROW.

17.2 The Wireless Provider shall be responsible for ensuring that the work of Wireless Infrastructure Providers and other contractors is performed consistent with these Terms and Applicable Laws, shall be responsible for acts or omissions of its Wireless Infrastructure Providers and other contractors to the same degree it is responsible for the acts of its employees, shall be responsible for promptly correcting acts or omissions by any Wireless Infrastructure Providers or other contractor, and shall implement a quality control program to ensure that the work contemplated by the Site License is performed.

18. Hazardous Substances

Neither the Wireless Provider nor any Wireless Infrastructure Providers or any other contractor engaged by the Wireless Provider shall produce, dispose, transport, treat, use, generate, or store any Hazardous Substances on, under, about, or within the Site or Use Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act., 42 U.S.C. § 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., or any other federal, state, county, or local law or regulation. The Wireless Provider and any Wireless Infrastructure Providers or other contactor may not use the ROW in a manner that would require a permit or approval related to Hazardous Substances from the Arizona Department of Health Services or any governmental agency other than the City. The Wireless Provider will pay, indemnify, defend, and hold City harmless against any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Wireless Provider or any Wireless Infrastructure Provider or other contractor engaged by the Wireless Provider and must immediately notify City of any Hazardous Substance at any time discovered or existing upon the ROW. The Wireless Provider and any Wireless Infrastructure Provider or other contractor will ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of Hazardous Substance will be performed by persons who are properly trained, authorized, licensed, and otherwise permitted to perform those services.

Exhibit "B"

City of Surprise Fee Schedule for Wireless Facilities

Activity	Amount	Measurement
Annual Use Fees		
• Right-Of-Way Use Fee	$50	Per year x number of Small Wireless Facilities
• Right-Of-Way Use Fee for Monopoles and associated wireless facilities	$100	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	Each
• Six (6) through 25 applications	$50	Each
Application for utility pole and monopole (New or existing with modifications)		
• New, replacement, or modified utility poles not subject to zoning review	$400	Each
• New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	$400	Each

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 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 accepting a Right of Way Amendment from Arizona State Land Department for Jomax Road at 163rd Avenue.

Motion:
I move to approve accepting the Right of Way Amendment from the Arizona State Land Department.

Background:
The City applied to amend the right of way (ROW) that currently exists along Jomax Road west of 163rd Avenue. The current ROW is for roadway only. The City requested to amend this ROW to include utilities. The Arizona State Land Department has approved the request.

Objective Analysis:
The City is currently working to improve the north side of Jomax. Approval of the amended right of way will allow the City to put in utilities along the roadway.

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

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

Budget Impact:
There is currently no budgetary impact related to approval of this item. The City will plan for future operating and maintenance expenses when the road is in place.

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

ATTACHMENTS:

1. ASLD 16-104394 amendment
2. ASLD RW 16-104394 - CC 08.04.26

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO RIGHT OF WAY

NO. 16-104394-00

The Right of Way between the State of Arizona, Grantor, and _____

CITY OF SURPRISE

Grantee, by mutual consent, has been amended as follows:

As requested, amending the purpose of this Right of Way from 'a public road' to 'a public roadway with underground utilities and related appurtenances' as depicted on Exhibit Z of the Amendment – Additional Conditions attached hereto and made a part of this Amendment to Right of Way.

This Right of Way Amendment, when executed by the State Land Commissioner (Grantor) and the above mentioned Grantee and is affixed to the original Right of Way, shall be in full force and effect. All other terms and conditions of the Right of Way apply and shall remain in full force and effect.

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

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

_____
By: **Date**

(ASLD SEAL)

CITY OF SURPRISE
✓ GRANTEE

_____
✓ Authorized Signature **✓ Date**

_____
✓ Printed Name **✓ Title**

_____
✓ Address

_____
✓ City **✓ State** **✓ Zip**

#4-R/W 9/92

AMENDMENT – ADDITIONAL CONDITIONS

16-104394-00-100

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

The terms and conditions set forth in these Amended Additional Conditions to Right of Way No. 14-104394-00-100 (the "Amended Additional Conditions") amend and supplement the current Arizona State Land Department Right of Way No. 14-104394-00 granted by the State of Arizona ("Grantor") to CITY OF SURPRISE ("Grantee"), together with the current Additional Conditions applicable thereto (the current Right of Way and current Additional Conditions, collectively, the "Original Grant", and as amended and supplemented by these Amended Additional Conditions, the "Right of Way"). In the event of a conflict between the Original Grant and these Amended Additional Conditions, these Amended Additional Conditions shall control, but in all other respects, the Original Grant, as amended and supplemented by these Amended Additional Conditions, shall continue in full force and effect.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

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

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

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

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

2. CONSTRUCTION, MAINTENANCE AND OPERATION

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

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

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

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

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

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

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

2.8 For construction on or after the Commencement Date of this Right of Way Amendment: Prior to commencement of construction Grantee shall submit and receive

Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.9 For construction on or after the Commencement Date of this Right of Way Amendment: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

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

3. ENVIRONMENTAL MATTERS AND INDEMNITY

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

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

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting

obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

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

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

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

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

Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

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

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

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

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

4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 Prior to any ground disturbance Grantee shall arrange for a permittee of the Arizona State Museum to prepare and submit a Class I Archaeological Records Review to identify whether or not a cultural resource survey meeting current statutory requirements has been conducted within the Project area, and to identify if any properties which may be eligible for the Arizona Register of Historic Places is located within or nearby the Project area. In addition, to make a recommendation of any efforts that should be undertaken to assess impacts to properties which may be register eligible, and to identify currently unknown Register eligible properties potentially impacted by the Project; and

A) If required, Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.

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

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

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

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

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

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

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

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

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

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

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

5. SERVICE / ACCESS ROADS

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

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

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

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

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

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

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

6. EXISTING LESSEES

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

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

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

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

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

7. MISCELLANEOUS

7.1 Grantor, or its successors or assigns, reserves the right, upon the request of Lessee / Certificate of Purchase Holder / Permittee to relocate all or any portion of this Right of Way, provided however that the Lessee / Certificate of Purchase Holder / Permittee of the underlying State Trust land shall bear the full cost and expense of the relocation of any facilities on the Subject Land and on neighboring land regardless of ownership necessary to accommodate the relocation of the Right of Way. Relocation shall require an amendment to the description of the Subject Land, and may require payment of additional rental to Grantor, but in no case a diminution in rental, if necessary to compensate for any greater value of the amended Subject Land.

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

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

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

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

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

Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period."

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

8. EXHIBITS

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

EXHIBIT Z	**Legal Description and/or Visual Depiction of Right of Way**
EXHIBIT Y	**Insurance Rider**

[Signature page following]

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

By: _____

Title: _____

Date: _____

[Remainder of this page left blank intentionally]

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

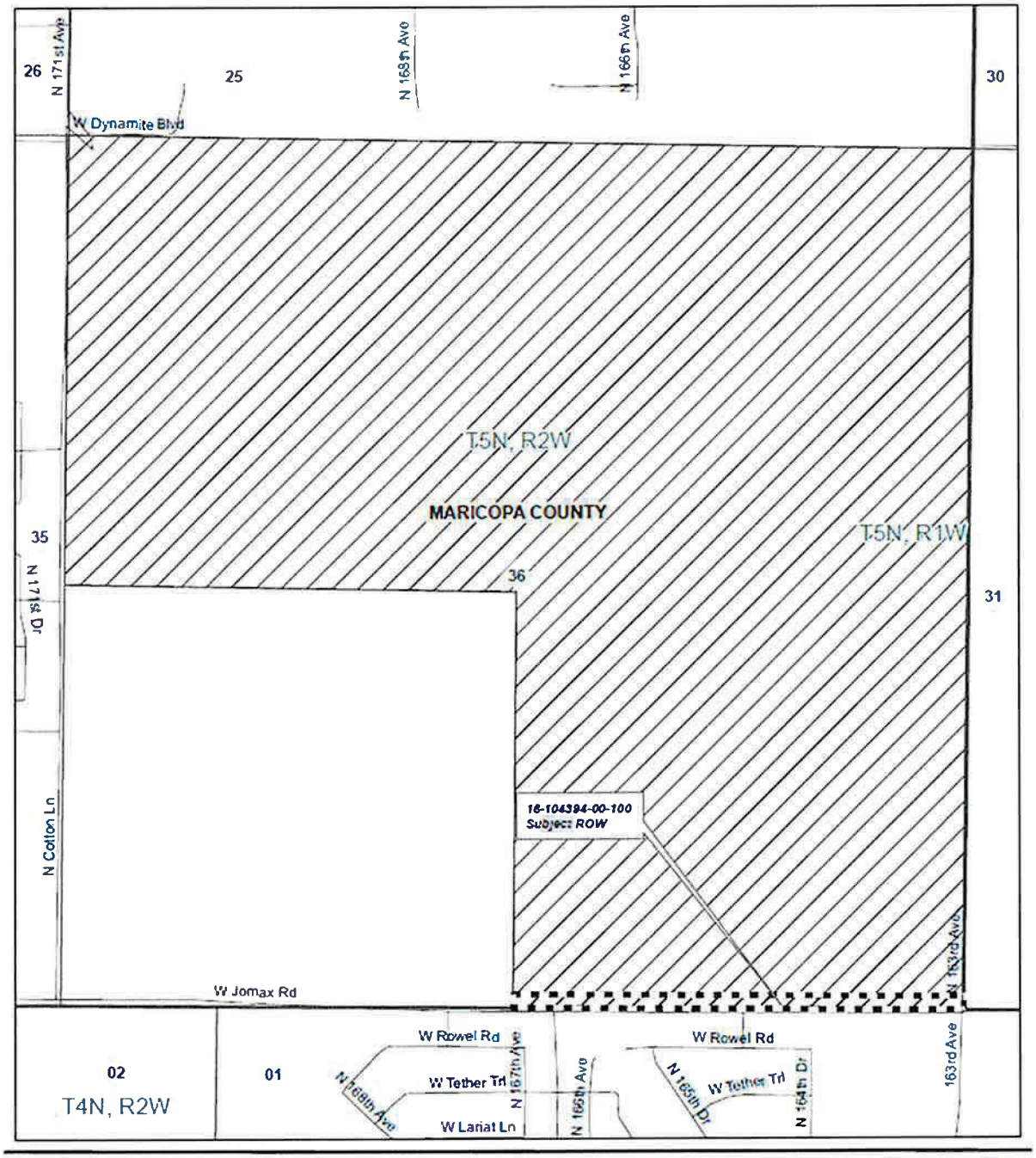


EXHIBIT Y

INSURANCE RIDER TO STATE LAND DEPARTMENT

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

R-1 Indemnity. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

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

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

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

1. Commercial General Liability - Occurrence Form.

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

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

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

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

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

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

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

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

c. Policy shall contain a severability of interest provision.

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

3. Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

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

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

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

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

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

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

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

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

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

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

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

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

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

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

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

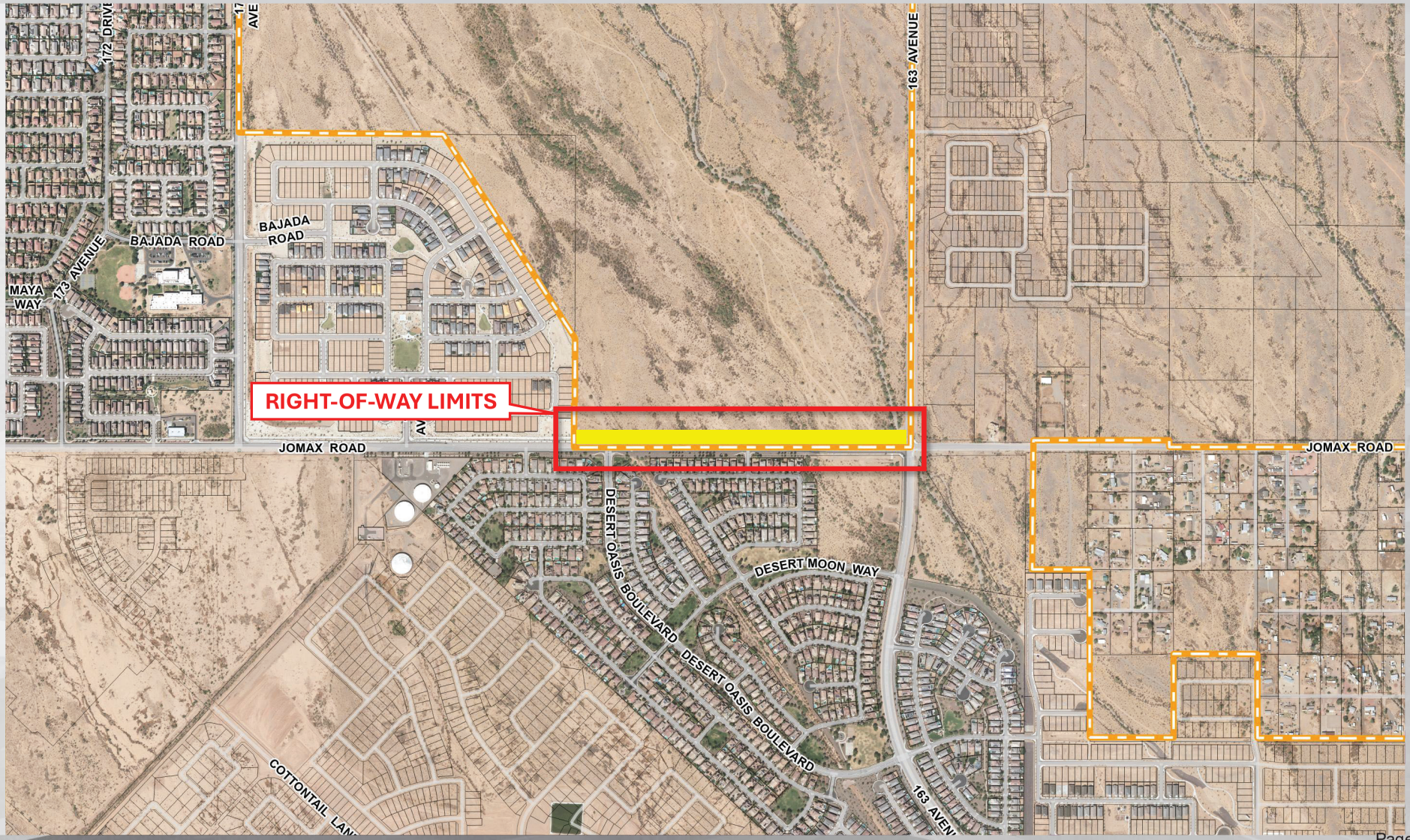
ASLD RW 16-104394

Right-of-Way Transfer (Jomax Road)

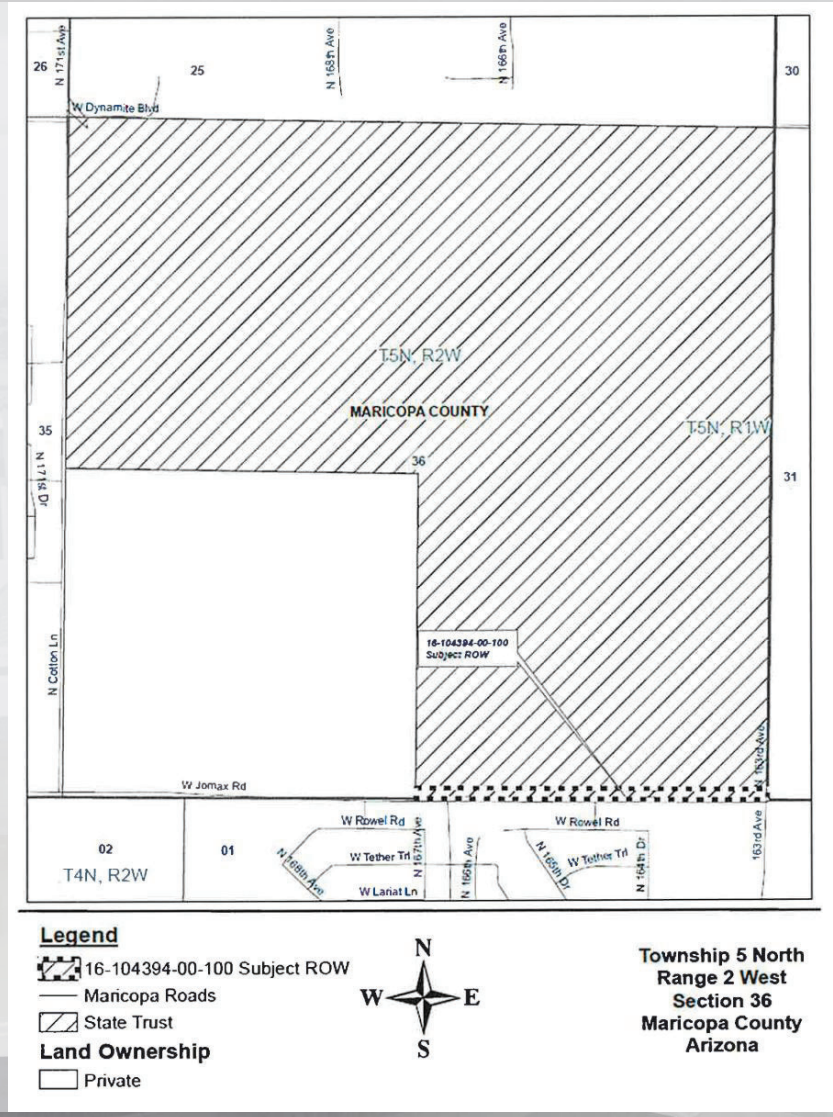
City Council

August 4, 2026

SURPRISE
ARIZONA



VICINITY MAP


26
25
30
N 171st Ave
N 168th Ave
N 166th Ave
W Dynamite Blvd
T5N, R2W
MARICOPA COUNTY
T5N, R1W
35
36
31
N 171st Dr
N Cotton Ln
16-104394-00-100
Subject ROW
N 163rd Ave
W Jomax Rd
W Rowel Rd
W Rowel Rd
02
T4N, R2W
01
N 168th Ave
W Tether Trl
N 167th Ave
N 166th Ave
N 166th Dr
W Tether Trl
N 164th Dr
163rd Ave
W Lariat Ln
Legend
16-104394-00-100 Subject ROW
Maricopa Roads
State Trust
Land Ownership
Private
N
W
E
S
Township 5 North
Range 2 West
Section 36
Maricopa County
Arizona

EXHIBIT

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to granting a Waterline Easement to Maricopa County Municipal Water Conservation District Number One, near Sarival and Waddell Roads.

Motion:
I move to approve granting a Waterline Easement to Maricopa County Municipal Water Conservation District Number One.

Background:
SimonCRE is developing the southeast corner of Waddell and Sarival in order to move forward with a Map of Dedication for roadway, they need to relocate MWD's line. This line will transect a small portion of Sarival. The City granting the easement to MWD will allow SimonCRE to move their project forward.

Objective Analysis:
Approval of this item will allow the City to grant an easement to MWD in order for development to continue in the Prasada area.

Policy Compliant:
Approval of this item is policy compliant and advances the goals and policies of the Surprise General Plan and the City Council's Strategic Plan

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

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

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

ATTACHMENTS:

1. MWD Prasada east easement
2. Prasada East MWD Easement - CC 08.04.26

WHEN RECORDED MAIL TO:

Maricopa Water District
P.O. Box 900
Waddell, AZ 85355-0900

EASEMENT

CITY OF SURPRISE, a municipal corporation of the State of Arizona, hereinafter **"Grantor"** for and in consideration of the agreements contained herein, does hereby grant **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE,** a political subdivision of the State of Arizona, hereinafter **"Grantee"** a permanent, non-exclusive easement, free and clear of any liens and encumbrances, along with a right of ingress and egress, to enter upon and use the lands, more particularly described on Exhibit "A" attached hereto (the "Easement Parcel").

1. Grantee shall at all times have a right of access to and use of the Easement Parcel to accomplish all of Grantee's purposes, including, but not limited to the transmission and distribution of water, wastewater, power and communications, and to construct, reconstruct, operate and maintain Grantee's existing and any future facilities, including, but not limited to, water, wastewater, electrical and communication facilities located with the Easement Parcel.

2. Grantor reserves the right to construct, reconstruct, operate, maintain, repair and replace a roadway ("Roadway") within the Easement Parcel. Grantee will backfill and compact to original surface any excavations created by it in connection with its repair, maintenance, or use of the Easement Parcel after initial installation of its pipeline.

3. Grantee shall indemnify, defend, and hold harmless Grantor from any and all liability, cost, expense or damages resulting from Grantee's use of the easement herein granted.

4. If the Parties agree, or if determined by a court of competent jurisdiction, that Grantee has lawful prior rights, Grantor may, at Grantor's expense and subject to Grantee's prior written approval, relocate, modify, upgrade, replace or reconstruct Grantee's existing or future facilities and property interests. Grantor shall reimburse Grantee for all costs and expenses incurred by Grantee to remove, relocate, modify, upgrade, replace, or reconstruct Grantee's existing or future facilities or existing or future property interests to accommodate Grantor's rights reserved herein for a Roadway and all other improvements agreed to in writing by Grantee. However, if the Parties agree, or if determined by a court of competent jurisdiction, that Grantor has lawful prior rights, Grantee shall, at Grantee's expense and subject to Grantor's prior written approval, relocate, modify, upgrade, replace or reconstruct Grantee's existing or future facilities and property interests. Grantee shall reimburse Grantor for all costs and expenses incurred by Grantor, if any, to remove, relocate, modify, upgrade, replace, or reconstruct Grantee's existing or future facilities or existing or future property interests to accommodate Grantor's rights reserved herein for a Roadway and all other improvements agreed to in writing by Grantor.

6. Any notice hereunder to be given by Grantor to Grantee shall be in writing and shall be given be personal delivery, overnight courier service, or United States certified or registered mail, return receipt requested, postage prepaid, to Maricopa Water District, 14825 West Grand Avenue, Surprise, AZ 85374, Attention: Property and Contracts Manager. Any notice to be given hereunder by Grantee to Grantor shall be in writing and shall be given by personal delivery, overnight courier service, or United States certified or registered mail, return receipt requested, postage prepaid, to City of Surprise, 16000 North Civic Center Plaza, Surprise, Arizona 85374. Either party may designate by written notice, a new address to which any such notice shall thereafter be so addressed and mailed.

7. Each provision of this Easement in the application thereof to the Easement Parcel and hereby declared to be independent and severable from the remainder of this Easement. If any provision contained herein is held to be invalid or to be unenforceable or not to run with the land, such holding does not affect the validity or enforceability of the remainder of this Easement.

8. Time is of the essence of this Easement.

9. This Easement contains a complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. Exhibits attached hereto are incorporated herein by this reference.

10. The laws of the State of Arizona govern the interpretation, validity, performance and enforcement of this Easement.

[Signatures to follow]

IN WITNESS WHEREOF, the parties have executed this easement this _____ day of _____, 2026.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, a political subdivision of the State of Arizona,

By Christine Cain
Christine Cain

Its Property & Contracts Manager

ATTEST:

By Trena Messer
Trena Messer

Its Assistant Secretary

STATE OF ARIZONA)
) **ss:**
County of Maricopa)

On this 23rd day of June, 2026, before me the undersigned Notary Public personally appeared Christine Cain and Trena Messer, known to me to be the Property & Contracts Manager and Assistant Secretary of **MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE**, a political subdivision of the State of Arizona, and they, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Debra L. Trasancos
NOTARY PUBLIC

My Commission Expires:

10/15/2028

DEBRA L. TRASANCOS
Notary Public - Arizona
Maricopa Co. / #673935
Expires 10/15/2028

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

By_____
Kevin Sartor

Its **Mayor**

ATTEST:

By_____
Kristi Passarelli

Its **City Clerk**

Approved as to form:

By:_____

STATE OF ARIZONA)
) **ss:**
County of Maricopa)

On this _____ day of _____, 2026, before me the undersigned Notary Public personally appeared Kevin Sartor, known to me to be the Mayor of **THE CITY OF SURPRISE,** a municipal corporation of the State of Arizona and he, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

_____
NOTARY PUBLIC

My Commission Expires:

_____

EXHIBIT "A"
PRASADA EAST COMMERICAL
MWD LATERAL 6 SUBLATERAL G EASEMENT
CITY OF SURPRISE

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18;

THENCE UPON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, SOUTH 00°26'55" WEST, A DISTANCE OF 675.12 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°33'05" EAST, A DISTANCE OF 162.14 FEET TO THE EAST BOUNDARY OF THE ROAD RIGHT-OF-WAY AS SHOWN ON THE FINAL PLAT FOR PRASADA - PHASE 1B SOUTH AS RECORDED IN DOCUMENT NUMBER 20071156113, RECORDS OF MARICOPA COUNTY, ARIZONA, AND TO THE POINT OF BEGINNING (POB);

THENCE UPON THE EAST BOUNDARY OF SAID ROAD RIGHT-OF-WAY, NORTH 71°54'11" EAST, A DISTANCE OF 9.32 FEET;

THENCE CONTINUING UPON SAID EAST ROAD RIGHT-OF-WAY BOUNDARY, SOUTH 19°07'50" EAST, A DISTANCE OF 34.01 FEET;

THENCE CONTINUING UPON SAID EAST ROAD RIGHT-OF-WAY BOUNDARY SOUTH 26°09'04" WEST, A DISTANCE OF 14.27 FEET FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 18 LIES SOUTH 05°41'46" WEST, A DISTANCE OF 1926.35 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1769.65 FEET;

THENCE LEAVING SAID EAST ROAD RIGHT-OF-WAY BOUNDARY AND UPON THE ARC OF SAID CURVE WHOSE RADIUS BEARS NORTH 71°13'04" EAST, HAVING A CENTRAL ANGLE OF 01°25'55", A CHORD BEARING OF NORTH 18°03'58" WEST FOR A DISTANCE OF 44.22 FEET, AN ARC DISTANCE OF 44.22 FEET, TO THE POINT OF BEGINNING (POB).

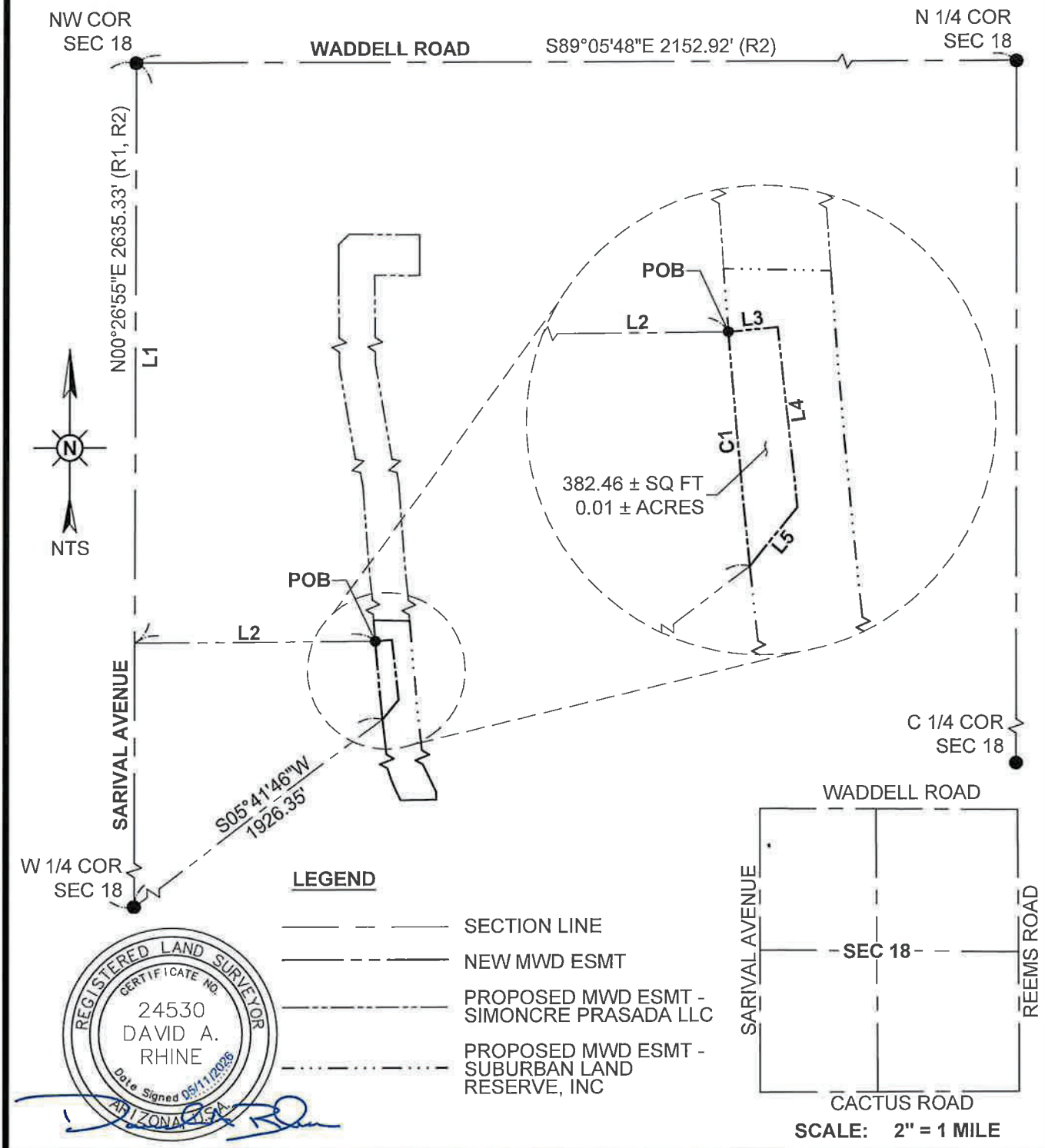
CONTAINING AN AREA OF 382.46 MORE OR LESS SQUARE FEET (0.01 MORE OR LESS ACRES).

MWD APPROVED
6/23/26
6/23/26

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
24530
DAVID A.
RHINE
Date Signed 05/11/2026
ARIZONA U.S.A.

GCE inc. GEORGE CAIRO ENGINEERING, INC. 4320 E. FLORIAN AVENUE MESA, ARIZONA 85206 (480) 921 - 4080 www.gcairoinc.com	JOB NO: MWD - 97 MWD MARICOPA WATER DISTRICT 14825 WEST GRAND AVENUE SURPRISE, AZ 85374 (623) 546 - 8266	MARICOPA WATER DISTRICT EASEMENT PRASADA EAST COMMERCIAL CITY OF SURPRISE LATERAL 6 SUBLATERAL G | 1 OF 3

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, G&SRM,
MARICOPA COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
24530
DAVID A.
RHINE
Date Signed 05/11/2026
ARIZONA U.S.A.

GCE inc GEORGE CAIRO ENGINEERING, INC. 4320 E. FLORIAN AVENUE MESA, ARIZONA 85206 (480) 921 - 4080 www.gcairoinc.com	JOB NO: MWD - 97 MWD MARICOPA WATER DISTRICT 14825 WEST GRAND AVENUE SURPRISE, AZ 85374 (623) 546 - 8266	MARICOPA WATER DISTRICT EASEMENT PRASADA EAST COMMERCIAL CITY OF SURPRISE LATERAL 6 SUBLATERAL G — 2 OF 3

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, G&SRM,
MARICOPA COUNTY, ARIZONA

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°26'55"W	675.12'
L2	S89°33'05"E	162.14'
L3	N71°54'11"E	9.32'
L4	S19°07'50"E	34.01'
L5	S26°09'04"W	14.27'

CURVE TABLE						
CURVE #	RADIUS	RADIAL BEARING	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
C1	1769.65'	N71°13'04"E	01°25'55"	N18°03'58'W	44.22'	44.22'

REFERENCE:

(R1) UNRECORDED ALTA/NSPS LAND TITLE SURVEY PREPARED BY SUPERIOR SURVEYING SERVICES, INC., JOB NUMBER 202502069, SEALED 07/02/2025.

(R2) UNRECORDED MAP OF DEDICATION "SEC WADDELL ROAD AND SARIVAL AVENUE" PREPARED BY AW LAND SURVEYING, LLC, JOB NUMBER 25-129, SEALED 04/03/2024.

GCE inc
GEORGE CAIRO ENGINEERING, INC.
4320 E. FLORIAN AVENUE
MESA, ARIZONA 85206
(480) 921 - 4080
www.gcairoinc.com

JOB NO: MWD - 97

MWD
MARICOPA WATER DISTRICT
14825 WEST GRAND AVENUE
SURPRISE, AZ 85374
(623) 546 - 8266

MARICOPA WATER DISTRICT EASEMENT

PRASADA EAST COMMERCIAL

CITY OF SURPRISE

LATERAL 6 SUBLATERAL G | 3 OF 3

Prasada East

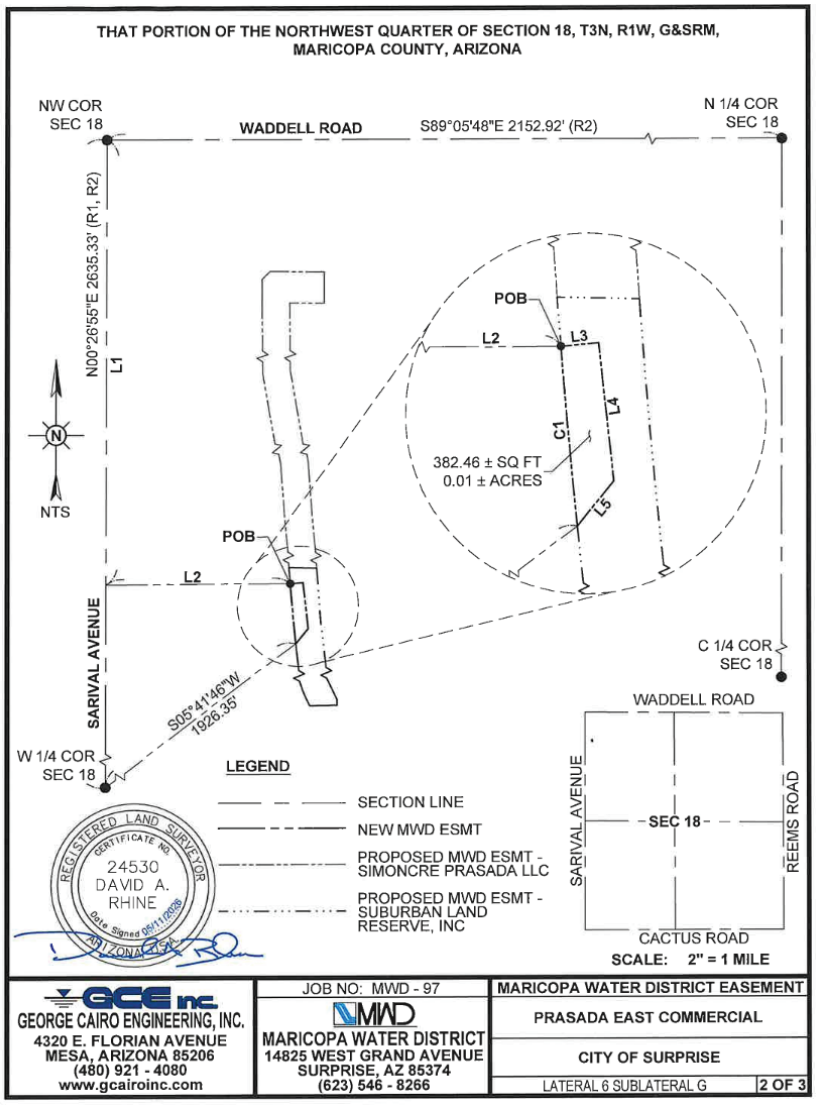
MWD Easement

City Council

August 4, 2026

SURPRISE
ARIZONA

VICINITY MAP


THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, T3N, R1W, G&SRM,
MARICOPA COUNTY, ARIZONA
NW COR
SEC 18
WADDELL ROAD
S89°05'48"E 2152.92' (R2)
N 1/4 COR
SEC 18
N00°26'55"E 2635.33' (R1, R2)
L1
NTS
POB
L2
L3
L4
C1
L5
382.46 ± SQ FT
0.01 ± ACRES
POB
L2
SARIVAL AVENUE
S05°41'46"W
1926.35'
C 1/4 COR
SEC 18
W 1/4 COR
SEC 18
LEGEND
SECTION LINE
NEW MWD ESMT
PROPOSED MWD ESMT - SIMONCRE PRASADA LLC
PROPOSED MWD ESMT - SUBURBAN LAND RESERVE, INC
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
24530
DAVID A.
RHINE
Date Signed 06/11/2018
ARIZONA
WADDELL ROAD
SARIVAL AVENUE
SEC 18
REEMS ROAD
CACTUS ROAD
SCALE: 2" = 1 MILE
GCE inc
GEORGE CAIRO ENGINEERING, INC.
4320 E. FLORIAN AVENUE
MESA, ARIZONA 85206
(480) 921 - 4080
www.gcairoinc.com
JOB NO: MWD - 97
MWD
MARICOPA WATER DISTRICT
14825 WEST GRAND AVENUE
SURPRISE, AZ 85374
(623) 546 - 8266
MARICOPA WATER DISTRICT EASEMENT
PRASADA EAST COMMERCIAL
CITY OF SURPRISE
LATERAL 6 SUBLATERAL G
2 OF 3

EXHIBIT

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Agenda Wording:
Consideration and action on Granting a Utility Easement to APS to service Communication Tower at SPA 1.

Motion:
I move to approve granting a utility easement to APS.

Background:
As the City has grown geographically, there are areas that have been identified that are lacking in communication range. The Regional Wireless Cooperative, which consists of 19 different Towns, Cities and Fire Districts has assisted the City in selecting an optimal location for a new tower. The site located at SPA 1 would add to the system that currently provides over 8,000 square miles of coverage across the region and beyond. The easement is needed to provide power to the tower.

Objective Analysis:
The Communication Tower located at SPA 1 will improve the reliability of communication for Police, Fire, Public Works, Parks and Recreation. The APS easement will allow power to the tower to assist in improving data being transmitted and received. This is a part of the Capital Improvement Project P12020.

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:
All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

Budget Impact:
This project is a part of CIP P12020 and therefore will have no budget impact.

FTE Impact:

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

ATTACHMENTS:

1. Surprise Easement Agreement APN 501-43-986
2. Surprise PWF APS Easement - CC 08.04.26

NW1/4 Sec. 22 T3N R1W
APN 501-43-986
CCW-26-150
WA968265
LAG/SER

CITY OF SURPRISE-APS
UTILITY EASEMENT

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

A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN INSTRUMENT NO. 2016-0638414, ASSEMBLED PARCEL, A FINAL PLAT OF THE SPA 1 WATER RECLAMATION FACILITY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN BOOK 1288, PAGE 1, OF THE PUBLIC RECORDS OF MARICOPA COUNTY, ARIZONA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, **THE CITY OF SURPRISE**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of_____, 2026.

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

By: _____
Printed Name

Its: _____
Title

_____
Signature

STATE OF _____ }
} ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 2026

by_____of THE CITY OF SURPRISE.

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

Notary Seal:

_____
Notary Public Signature

EXHIBIT “A”

ARIZONA PUBLIC SERVICE - JOB #WA968265

A Utility Easement situated within the Northwest quarter of Section 22, Township 3 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the most northerly Northwest corner of that certain Assembled Parcel as shown on A FINAL PLAT OF THE SPA 1 WATER RECLAMATION FACILITY, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1288 of Maps, Page 1, from which the Northeast corner of said Assembled Parcel bears South 89 degrees 20 minutes 11 seconds East, a distance of 2464.60 feet;

THENCE South 89 degrees 20 minutes 11 seconds East, along the northerly line of said Assembled Parcel, a distance of 994.75 feet;

THENCE departing said northerly line South 00 degrees 39 minutes 49 seconds West, a distance of 277.96 feet to the POINT OF BEGINNING of this utility easement description;

THENCE South 00 degrees 43 minutes 38 seconds West, a distance of 15.33 feet;

THENCE North 89 degrees 16 minutes 22 seconds West, a distance of 9.13 feet;

THENCE South 00 degrees 38 minutes 00 seconds West, a distance of 27.15 feet;

THENCE North 89 degrees 22 minutes 28 seconds West, a distance of 18.53 feet;

THENCE South 00 degrees 37 minutes 53 seconds West, a distance of 35.76 feet;

THENCE North 89 degrees 22 minutes 07 seconds West, a distance of 8.00 feet;

THENCE North 00 degrees 37 minutes 53 seconds East, a distance of 43.76 feet;

THENCE South 89 degrees 22 minutes 28 seconds East, a distance of 18.53 feet;

THENCE North 00 degrees 38 minutes 00 seconds East, a distance of 23.16 feet;

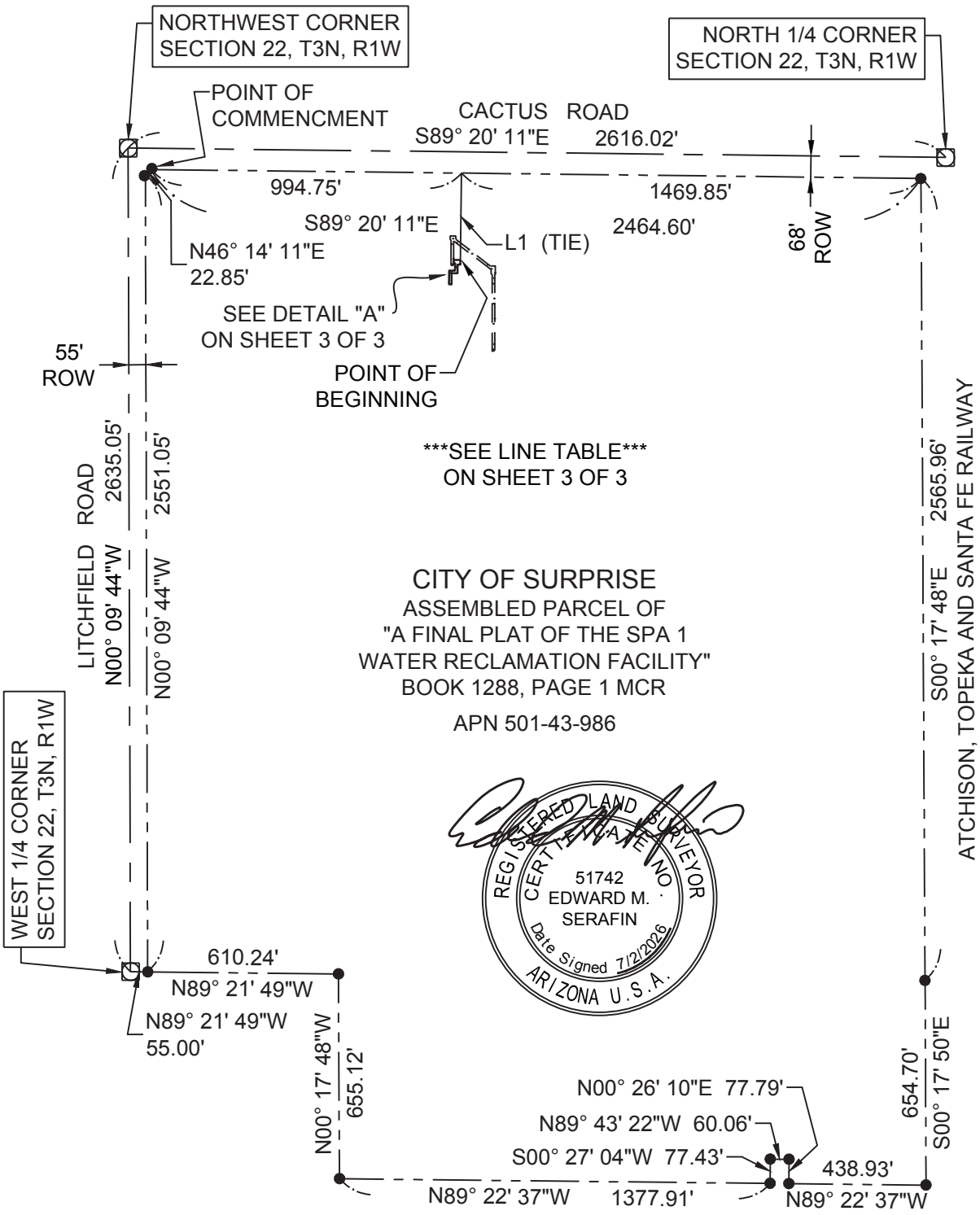
THENCE North 89 degrees 16 minutes 22 seconds West, a distance of 4.83 feet to the East line of an existing Arizona Public Service (APS) Utility Easement, recorded as Document #2021-0187828 Maricopa County Records;

THENCE North 00 degrees 00 minutes 00 minutes West, along the East line of said existing APS Utility Easement, a distance of 11.33 feet;

THENCE departing the East line of said existing APS Utility Easement South 89 degrees 16 minutes 22 seconds East, a distance of 22.11 feet to the POINT OF BEGINNING.

Utility Easement has an area of 971 square feet, more or less.

SHEET 1 OF 3



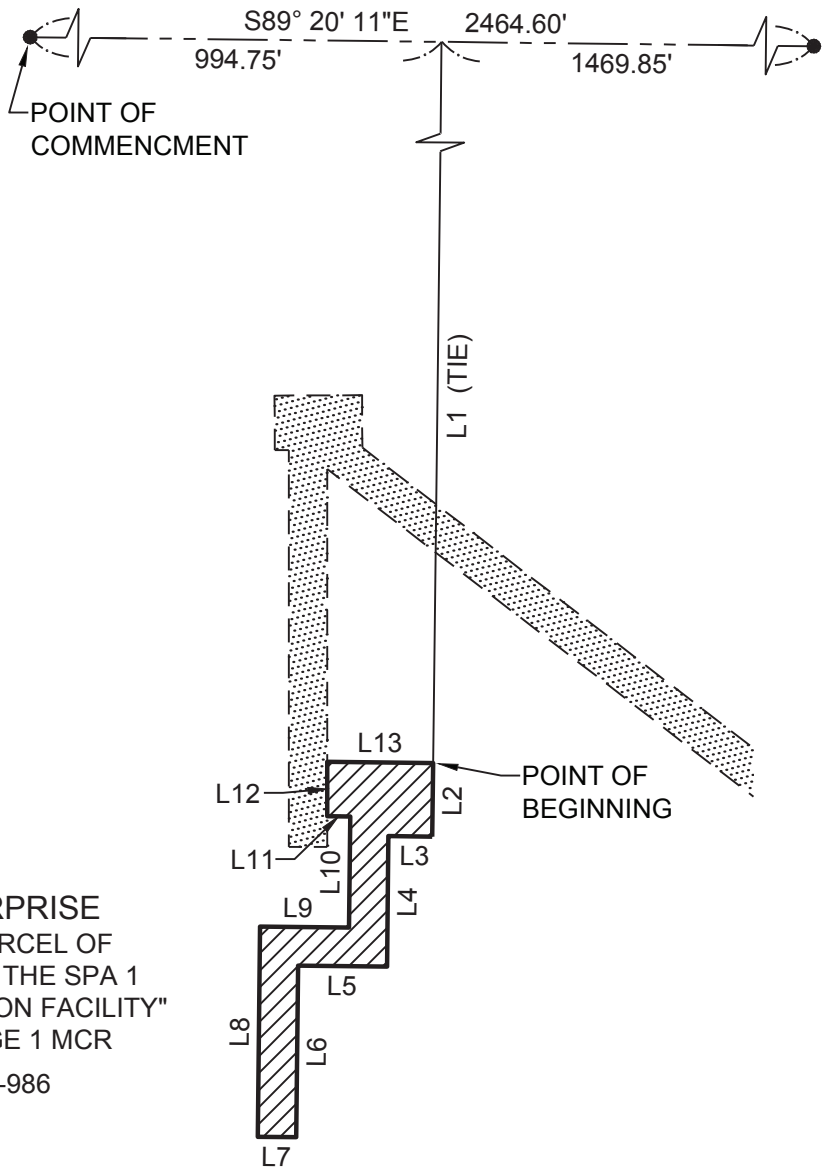
LEGEND

- EASEMENT AREA
- EXISTING UTILITY EASEMENT DOC. #2021-0187828 MCR
- SECTION LINE
- PROPERTY LINE
- TIE LINE
- PROPERTY CORNER
- SECTION CORNER
- MCR MARICOPA COUNTY RECORDS
- APN ASSESSORS PARCEL NUMBER
- ROW RIGHT OF WAY

NORTH

aps	EXHIBIT "A"
JOB # WA968265	DATE: 7/2/2026
NW 1/4 SEC 22 T3N R1W	
SCALE: 1" = 500'	INDEX: CCW-26-150
R/W: L. GALLEGOS	
SURVEY: E. COFFEY	
DRAWN BY: E. SERAFIN	SHEET 2 OF 3

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°39'49"W	277.96'
L2	S00°43'38"W	15.33'
L3	N89°16'22"W	9.13'
L4	S00°38'00"W	27.15'
L5	N89°22'28"W	18.53'
L6	S00°37'53"W	35.76'
L7	N89°22'07"W	8.00'
L8	N00°37'53"E	43.76'
L9	S89°22'28"E	18.53'
L10	N00°38'00"E	23.16'
L11	N89°16'22"W	4.83'
L12	N00°00'00"W	11.33'
L13	S89°16'22"E	22.11'



CITY OF SURPRISE
ASSEMBLED PARCEL OF
"A FINAL PLAT OF THE SPA 1
WATER RECLAMATION FACILITY"
BOOK 1288, PAGE 1 MCR

APN 501-43-986

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

LEGEND

- EASEMENT AREA
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- PROPERTY LINE
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DETAIL "A"

NORTH

aps	EXHIBIT "A"
JOB # WA968265	DATE: 7/2/2026
NW 1/4 SEC 22 T3N R1W	
SCALE: 1" = 40'	INDEX: CCW-26-150
R/W: L. GALLEGOS	
SURVEY: E. COFFEY	
DRAWN BY: E. SERAFIN	SHEET 3 OF 3

Surprise PWF

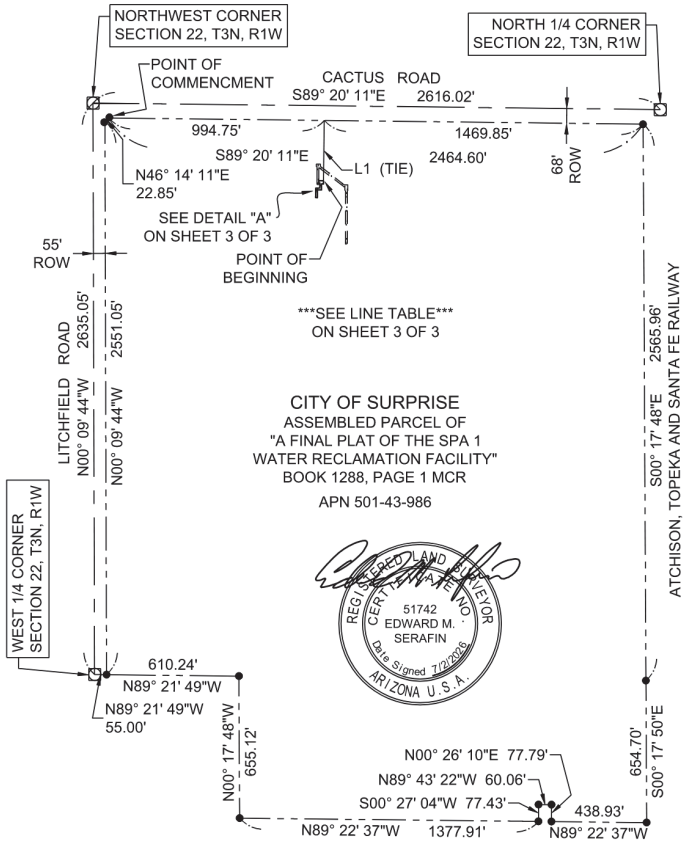
APS Easement

City Council

August 4, 2026

SURPRISE
ARIZONA

CACTUS ROAD
LITCHFIELD ROAD
EASEMENT LIMITS
VICINITY MAP



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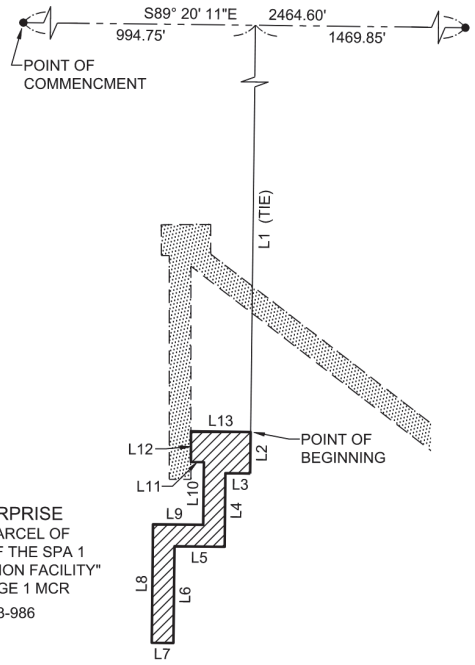

CITY OF SURPRISE
ASSEMBLED PARCEL OF
"A FINAL PLAT OF THE SPA 1
WATER RECLAMATION FACILITY"
BOOK 1288, PAGE 1 MCR
APN 501-43-986

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51742
EDWARD M.
SERAFIN
Date Signed 7/2/2026
ARIZONA U.S.A.

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

LEGEND

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SURVEY: E. COFFEY	
DRAWN BY: E. SERAFIN	SHEET 3 OF 3

EXHIBIT

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: Police
Staff Recommendations:

Contact Person: Evan Becher, POLICE CHIEF
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to the approval of the intergovernmental agreement between the Arizona Department of Public Safety and the City of Surprise Police Department to provide one AZ P.O.S.T. certified sworn law enforcement officer on a full-time basis to the Arizona Vehicle Theft Task Force; Resolution 2026-117.

Motion:
I move to approve Resolution 2026-117

Background:

The Surprise Police Department agrees to provide one AZ P.O.S.T. certified sworn law enforcement officer to the Arizona Vehicle Theft Task Force on a full-time basis. The Department of Public Safety has agreed to reimburse the City of Surprise 75 percent of personal services and employee-related expenses for the services provided.

Objective Analysis:

Acceptance of this agreement will allow the department to enhance law enforcement services concerning vehicle theft through cooperative efforts.

Policy Compliant:

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

Financial Impact:

This agreement provides reimbursement for 75 percent of the salary and benefits of one Arizona P.O.S.T.-certified sworn law enforcement officer, with reimbursement made through monthly payments.

The agreement has an initial one-year term and will be renewed annually July 1 for up to four (4) years. The remaining 25 percent of the salary and benefits costs not covered under the agreement will be funded through the Police Department's existing operating budget.

Budget Impact:

The FY2027 adopted budget includes appropriations for expenses related to this agreement and, therefore, does not require a budget amendment.

FTE Impact:

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

ATTACHMENTS:

1. 08.04.26 Resolution 2026-117_FY27 VTTF IGA 2026-059 FINAL
2. 2026 IGA DPS Vehicle Theft Task Force (FY27)

RESOLUTION # 2026-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY ("DPS") TO PROVIDE ONE AZ P.O.S.T. CERTIFIED SWORN LAW ENFORCEMENT OFFICER ("OFFICER") ON A FULL-TIME BASIS TO THE ARIZONA VEHICLE THEFT TASK FORCE ("TASK FORCE").

WHEREAS, pursuant to Arizona Revised Statutes §11-952, *et seq*., the City of Surprise has the authority to enter into intergovernmental agreements (IGA) with other governmental entities for the purposes set forth within;

WHEREAS, the Arizona Vehicle Theft Task Force ("Task Force") is in need of one AZ P.O.S.T. certified sworn law enforcement officer ("Officer"); and,

WHEREAS, the City of Surprise has Officers who are capable of providing services for such assignments, as directed by the Arizona Department of Public Safety ("DPS"), to the Task Force; and

WHEREAS, the City of Surprise is willing to make one Officer available to provide these services; and

WHEREAS, the duration of this IGA shall be effective on the date last signed and shall remain in effect until June 30, 2027. The IGA shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and Agency regarding Task Force participation are superseded as of the effective date of this IGA;

WHEREAS, DPS is willing to pay 75% percent of personal services and employee-related expenses of the assigned Officer for the FY2027 to be made in monthly payments; and

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the Arizona Department of Public Safety, attached as Exhibit A, is approved.

Section 2. The City Manager, or her designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

[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

RESOLUTION # 2026-117
Exhibit A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE ARIZONA DEPARTMENT OF PUBLIC SAFETY (DPS)

(BEGINS ON THE NEXT PAGE)

INTERGOVERNMENTAL AGREEMENT
REGARDING
ARIZONA VEHICLE THEFT TASK FORCE

This Intergovernmental Agreement ("IGA"), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the Surprise Police Department, ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning vehicle theft through the cooperative efforts of the parties to this Agreement.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713 B.3; both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement agree to the following terms and conditions.

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement ("officer") to the Arizona Vehicle Theft Task Force, ("Task Force"), on a full-time basis, for such assignments within the purposes of this Agreement, as directed by DPS. Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide an officer with all employment-related benefits, rights, and privileges. The officer must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process. In the event the officer is involved in a critical incident, as defined by DPS policy, Agency agrees to cooperate with, and participate in, any investigation and/or critical incident review conducted by DPS for the purpose of evaluating the policies and procedures utilized by the Task Force.

II. DPS'S RESPONSIBILITIES

Based upon the officer's completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA (depending upon funding from the Arizona Automobile Theft Authority). Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for Task Force-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). The officer must perform a minimum of forty (40) hours of Task Force-related work for DPS to reimburse for overtime in any given week. The twenty (20) hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS approved travel expenses will be reimbursed directly to the officer by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for Task Force purposes only. The officer must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. AGENCY'S RESPONSIBILITIES

Prior to the officer commencing work at DPS, Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least sixty (60) days prior to the effective date of the change.

IV. AVAILABILITY OF FUNDS

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

V. IMMIGRATION

All parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

VI. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-01.

VII. 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's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VIII. DRUG FREE WORKPLACE

Any officer assigned to the Task Force will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free program, the

officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to Agency for officers who undergoes testing. Officers may be removed from the Task Force for failure to comply with the program or failure to pass DPS drug screening requirements.

IX. RECORDKEEPING
All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

X. FEES
Neither party may charge the other for administrative fees for any work performed pursuant to the IGA.

XI. JURISDICTION
Agency agrees to permit officers to work outside of their regular jurisdictional boundaries.

XII. ARBITRATION
In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XIII. WORKER'S COMPENSATION BENEFITS
Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to the Task Force.

XIV. LIMITATIONS
This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XV. EFFECTIVE DATE/DURATION
The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2027. The IGA shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and Agency regarding Task Force participation are superseded as of the effective date of this IGA.

XVI. CANCELLATION
This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

XVII. TERMINATION
Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the effective date of the termination. All property shall be returned to the owning party upon termination.

XVIII. NOTICE

Any notice required to be given under the IGA will be provided by mail to:

Erik Axlund, Major
Arizona Department of Public Safety
P. O. Box 6638
Phoenix, Arizona 85005

Evan Becher, Chief
Surprise Police Department
14250 W. Statler Plaza, Ste. 103
Surprise, Arizona 85374

XV. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered, or extended except through a written amendment signed by both parties. If any portion of this Agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

By: _____
Jeffrey Glover, Colonel
Director
Arizona Department of Public Safety

Date: 6/16/2026

AGENCY

By: _____
Evan Becher, Chief
Chief of Police
Surprise Police Department

Date: _____

APPROVED AS TO FORM

Kenneth Hughes
Digitally signed by Kenneth Hughes
Date: 2026.06.06 14:34:20 -07'00'

Assistant Attorney General

APPROVED AS TO FORM

_____
City Attorney

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: Police
Staff Recommendations:

Contact Person: Evan Becher, POLICE CHIEF
District: Citywide

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

Agenda Wording:
Consideration and action to approve a Memorandum of Understanding (MOU) between the Federal Bureau of Investigation (FBI) and the Surprise Police Department, to continue the Child Exploitation and Human Trafficking Task Force; Resolution 2026-91.

Motion:
I move to approve Resolution 2026-91.

Background:
The Greater Phoenix Area Child Exploitation and Human Trafficking Task Force (CEHTTF) is an FBI-led partnership of federal, state, and local law enforcement agencies dedicated to investigating child exploitation and human trafficking. This MOU formalizes agency participation, promotes information sharing and coordinated investigations, and enhances collaboration to protect victims and hold offenders accountable.

Objective Analysis:
Approval of this MOU will continue the Surprise Police Department's participation in the Greater Phoenix Area Child Exploitation and Human Trafficking Task Force (CEHTTF). Participation provides access to specialized training, intelligence sharing, investigative resources, and coordinated regional partnerships that enhance the department's ability to investigate child exploitation and human trafficking cases while improving victim identification, recovery, and offender accountability.

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

Financial Impact:
The MOU provides that each participating agency remains responsible for its own personnel costs unless otherwise reimbursed pursuant to separate written agreements, and does not obligate the City to expend funds beyond those approved through normal budgetary processes.

Budget Impact:

Expenses associated with participation in the CEHTTF will be funded through the Police Department's existing personnel budget. The department will manage all associated costs within its approved budget, and no additional funding is required.

FTE Impact:

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

ATTACHMENTS:

1. 1 08.04.26 Resolution- Child Exploitation & Human Trafficking Task Force IGA 2026-91 Final
2. 2 08.04.26 Suprise PD MOU CEHTTF

RESOLUTION # 2026-91

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION FOR PARTICIPATION IN THE GREATER PHOENIX AREA CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE.

WHEREAS, the City of Surprise Police Department desires to continue cooperative law enforcement efforts with federal, state, and local agencies to investigate crimes involving child exploitation and human trafficking; and

WHEREAS, the Federal Bureau of Investigation ("FBI") has established the Greater Phoenix Area Child Exploitation and Human Trafficking Task Force ("CEHTTF") for the purpose of enhancing interagency coordination, intelligence sharing, training, and investigative resources related to crimes against children and human trafficking; and

WHEREAS, the Memorandum of Understanding ("MOU") between the FBI and the Surprise Police Department outlines the roles, responsibilities, operational procedures, and cooperative framework for participation in the CEHTTF; and

WHEREAS, the MOU provides that each participating agency remains responsible for its own personnel costs unless otherwise reimbursed pursuant to separate written agreements, and does not obligate the City to expend funds beyond those approved through normal budgetary processes; and

WHEREAS, the MOU becomes effective upon execution by the parties and remains in effect for the duration of the CEHTTF operations unless terminated by written notice from either party; and

WHEREAS, the Mayor and Council find that participation in the CEHTTF serves a valid public purpose by enhancing regional cooperation and strengthening investigative capabilities related to crimes against children and human trafficking.

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

Section 1. The City Manager is hereby authorized and directed to execute the Memorandum of Understanding between the City of Surprise Police Department and the Federal Bureau of Investigation for participation in the Greater Phoenix Area Child Exploitation and Human Trafficking Task Force, in substantially the form attached hereto.

Section 2. The City Manager and City staff are further authorized to take all actions necessary to implement the intent of this Resolution and the associated Memorandum of Understanding.

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

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SURPRISE AND THE FEDERAL BUREAU OF INVESTIGATION FOR PARTICIPATION IN THE GREATER PHOENIX AREA CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE.

(ON TO THE NEXT PAGE)

FEDERAL BUREAU OF INVESTIGATION
GREATER PHOENIX AREA CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the Surprise Police Department. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Greater Phoenix Area Child Exploitation and Human Trafficking Task Force (CEHTTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the Child Exploitation and Human Trafficking Task Force (CEHTTF) is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and recover victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

5. The defined priority threats that are aligned with the mission of the CEHTTFs are:

   a. **Child Abductions (Non-Ransom and Ransom)**
   b. **Production/Manufacturing of Child Sexual Abuse Material**

c. **Sextortion**
d. **Electronic Groups/Organizations/Enterprises for Profit**
e. **Travelers/Enticement**
f. **Traders/Distributors of Child Sexual Abuse Material**
g. **Interstate Transportation of a Minor with Intent that Minor Engage in Any Illegal Sexual Activity**
h. **Human Trafficking**
i. **Child Sex Trafficking**
j. **Adult Sex Trafficking**
k. **Forced Labor**
l. **Domestic Servitude**
m. **International Parental Kidnapping**
n. **Possessors of Child Sexual Abuse Material**
o. **Child Sex Tourism**
p. **Unlawful Flight to Avoid Prosecution – Parental Kidnapping**
q. **All other Crimes Against Children and Human Trafficking matters within the FBI's jurisdiction**

SUPERVISION AND CONTROL

A. Supervision

6. Overall management of the CEHTTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.

7. The Special Agent in Charge (SAC) of the FBI Phoenix Field Office shall designate one Supervisory Special Agent (CEHTTF Supervisor) to supervise the CEHTTF. The CEHTTF Supervisor may designate a Special Agent to serve as the CEHTTF Coordinator.

8. Conduct undertaken outside the scope of an individual's CEHTTF duties and assignments under this MOU shall not fall within the oversight responsibility of the CEHTTF Supervisor or CEHTTF Coordinator. As stated below, neither the United States nor the FBI shall be responsible for such conduct.

9. CEHTTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the CEHTTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.

10. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

11. All CEHTTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG).

12. CEHTTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

13. Continued assignment of personnel to the CEHTTF will be based on performance and at the discretion of appropriate management. The FBI SAC and CEHTTF Supervisor will also retain discretion to remove any individual from the CEHTTF.

B. Case Assignments

14. The FBI CEHTTF Supervisor will be responsible for opening, monitoring, directing, and closing CEHTTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

15. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the CEHTTF Supervisor.

16. For FBI administrative purposes, CEHTTF cases will be entered into the relevant FBI computer system.

17. CEHTTF personnel will have equal responsibility for each case assigned. CEHTTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

18. The head of each participating agency shall determine the resources to be dedicated by that agency to the CEHTTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept apprised of investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

19. It is agreed that matters designated to be handled by the CEHTTF will not knowingly be subject to non-CEHTTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the CEHTTF's existence and areas of concern.

20. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to CEHTTF investigations or areas of concern as described in paragraphs 4 and 5. All law enforcement actions will be coordinated and cooperatively carried out.

21. CEHTTF investigative leads outside of the geographic areas of responsibility for the FBI will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

22. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-CEHTTF personnel will be limited to those situations where it is essential to the effective performance of the CEHTTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

23. Non-FBI CEHTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the CEHTTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

24. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

25. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of CEHTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

26. Operation, documentation, and payment of any CHS opened and operated in furtherance of a CEHTTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI CEHTTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of CEHTTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

27. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by CEHTTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.

28. CEHTTF reports prepared in cases assigned to CEHTTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

29. Records and reports generated in CEHTTF cases which are opened and assigned by the CEHTTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for CEHTTF.

30. CEHTTF investigative records maintained at the Phoenix Field Office of the FBI will be available to all CEHTTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative, and/or policy restrictions.

31. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the CEHTTF investigations will be maintained by the FBI. The FBI's rules

and policies governing the submission, retrieval, and chain of custody will be adhered to by CEHTTF personnel.

32. All CEHTTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to CEHTTF Supervisor approval.

33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

34. Records or reports created or obtained by the CEHTTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the CEHTTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Surprise Police Department receives a request pursuant to Arizona's public records statute, A.R.S. § 39-121, *et seq.*, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose CEHTTF records, the Surprise Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

35. No information possessed by the FBI, to include information derived from informal communications between CEHTTF personnel and FBI employees not assigned to the CEHTTF, may be disseminated by CEHTTF personnel to non-CEHTTF personnel without the approval of the CEHTTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, CEHTTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

36. The Parties acknowledge that this MOU may provide CEHTTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by CEHTTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

37. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

38. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

39. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

40. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

41. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

42. CEHTTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

43. A determination will be made on a case-by-case basis whether the prosecution of CEHTTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the CEHTTF.

44. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a CEHTTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

45. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic

surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

47. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

48. All CEHTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES[1]

49. The parent agency of each individual assigned to the CEHTTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

50. The parent agency of each individual assigned to the CEHTTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.[2]

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1 Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

2 Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal," "non-lethal," "non-deadly," and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

51. CEHTTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

52. Local and state law enforcement personnel designated to the CEHTTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 authority (via the United States Marshals) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). These deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the CEHTTF or until the termination of the CEHTTF, whichever comes first.

53. Deputized CEHTTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

54. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the CEHTTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the CEHTTF to be deputized while assigned to the CEHTTF. The FBI will secure the required authorization for deputations, as needed.

55. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the CEHTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

56. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official CEHTTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency CEHTTF personnel will require the execution of a separate Vehicle Use Agreement.

57. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to CEHTTF business.

58. Neither the FBI nor the United States shall be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by [task force personnel] while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the CEHTTF.

59. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by [task force personnel] which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

60. The FBI and each participating agency remain responsible for all personnel costs for their CEHTTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 61 below.

61. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal CEHTTF personnel assigned full-time to CEHTTF, provided overtime expenses were incurred as a result of CEHTTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to CEHTTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

62. Property utilized by the CEHTTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the CEHTTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CEHTTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CEHTTF, will be the financial responsibility of the agency supplying said property.

FUNDING

63. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

64. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with CEHTTF operations.

65. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to CEHTTF investigations may be equitably shared with the agencies participating in the CEHTTF.

DISPUTE RESOLUTION

66. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the CEHTTF's objectives.

67. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

68. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

69. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO CEHTTF AND SECURITY CLEARANCES

70. If a participating agency candidate for the CEHTTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

71. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the CEHTTF, the participating agency will be so advised and a request will be made for another candidate.

72. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

73. Before receiving unescorted access to FBI space identified as an open storage facility, CEHTTF personnel will be required to obtain and maintain a "Top Secret" security clearance. CEHTTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

74. Upon departure from the CEHTTF, each individual whose assignment to the CEHTTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

75. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CEHTTF.

76. Each party agrees to notify the other in the event of receipt of a civil claim arising from the scope of the FBI's relationship with the Surprise Police Department. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from CEHTTF activity. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CEHTTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

77. COMMON LAW TORT CLAIMS
    - A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
    - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of CEHTTF activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
    - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(l), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
    - D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3).".

78. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual

assigned to the CEHTTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Phoenix Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any CEHTTF personnel.

79. Unless otherwise authorized by the FBI, liability for any conduct by CEHTTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the CEHTTF shall not be the responsibility of the FBI or the United States.

DURATION

80. The term of this MOU is for the duration of the CEHTTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

81. Any participating agency may withdraw from the CEHTTF at any time by written notification to the CEHTTF Supervisor with designated oversight for investigative and personnel matters or program manager of the CEHTTF at least 30 days prior to withdrawal.

82. Upon termination of this MOU, all equipment provided to the CEHTTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CEHTTF participation.

MODIFICATIONS

83. This agreement may be modified at any time by written consent of all involved agencies.

84. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Rebecca Day
Special Agent in Charge
Federal Bureau of Investigation

Date

Evan Becher
Chief/Sheriff
Law Enforcement Agency

Date

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: Police
Staff Recommendations:

Contact Person: Evan Becher, POLICE CHIEF
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to acceptance of a grant award from the Governor's Office of Highway Safety (GOHS) for DUI enforcement and approval of a Fiscal Year 2027 budget amendment moving the budget in the amount of $58,500; Resolution 2026-122.

Motion:
I move to approve Resolution 2026-122.

Background:
The Surprise Police Department will receive $58,500 in grant funding from the Governor's Office of Highway Safety (GOHS) to cover overtime and employee related expenses associated with police officer participation in DUI enforcement activities throughout the City of Surprise.

Objective Analysis:
Acceptance of this funding will provide reimbursement of overtime and employee related expenses for Surprise police officer participation in DUI enforcement activities throughout the City of Surprise.

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

Financial Impact:
Acceptance of this one-time funding will be used for overtime and materials and supplies expenses incurred while providing items for public awareness to enhance DUI enforcement activities and provide officer impaired driver training throughout the City of Surprise. There is no city-match requirement; however, employee related expenses (ERE) associated with this overtime in excess of the awarded amount will be absorbed by the Police Department's current operating budget.

Budget Impact:
The FY2027 adopted budget did not include appropriations for revenue and expenses related to the GOHS grant award to the Police Department. Acceptance of this grant will require a movement of budget authority in the amount of $58,500 from General Contingency to Project G31083 in the Grants

Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 1 08.04.26 Resolution 2026-122_GOHS DUIAC E 223 _FY27 Grant Agreement
2. 4 DUIAC-E-223 Surprise PD Grant Agreement

RESOLUTION # 2026-122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE AGREEMENT WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) AND AMENDING THE FISCAL YEAR 2027 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF $58,500 FROM GENERAL CONTINGENCY TO PROJECT G31083 IN THE GRANTS FUND FOR DUI ENFORCEMENT.

WHEREAS, the City of Surprise desires to enter into an agreement in order to facilitate the Governor's Office of Highway Safety providing funding for overtime and employee related expenses in the amount of $58,500 for Officer participation in DUI enforcement activities throughout the City of Surprise.

WHEREAS, the City of Surprise Police Department desires to accept the funding and enter into the Grant Agreement;

WHEREAS, the FY2027 budget was adopted by Council Resolution #2026-87 on June 2, 2026;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2026, through June 30, 2027.

Section 2. The Agreement between the City of Surprise and the Governor's Office of Highway Safety, attached as *Exhibit B*, is approved.

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

[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

RESOLUTION # 2026-122
Exhibit A

1. Appropriation - This allocation below represents a reallocation of appropriation in the amount of $58,500 from General Contingency to Project G31083 in the Grants Fund to cover the projected expenditures associated with overtime and employee related expenses for DUI Enforcement throughout the City of Surprise. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31083 FY27 DUI Abatement Grant	E	-	58,500	58,500
Grants	Police	#G31083 FY27 DUI Abatement Grant	R	-	58,500	58,500
Contingency	General Operations	Contingency	E	25,000,000	(58,500)	24,941,500
Contingency	General Operations	Other	R	25,000,000	(58,500)	24,941,500
			Expense Total	**25,000,000**	**-**	**25,000,000**
			Revenue Total	**25,000,000**	**-**	**25,000,000**

RESOLUTION # 2026-122
Exhibit B

AGREEMENT BETWEEN

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

(ON TO THE NEXT PAGE)

ARIZONA OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY

DUIAC ENFORCEMENT PROGRAM
GRANT AGREEMENT

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC, or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY
Surprise Police Department

ADDRESS
14250 W Statler Plaza, Ste 103, Surprise, Arizona, 85374

GOVERNMENTAL UNIT
City of Surprise

ADDRESS
16000 N Civic Center Plz, Surprise, Arizona, 85374

AGREEMENT NUMBER
DUIAC-E-223

PROGRAM AREA
Enforcement

AGENCY CONTACT
Severin Hall

PROJECT TITLE
DUI/Impaired Driving Enforcement and Training Overtime

BRIEFLY STATE PURPOSE OF PROJECT:
State DUI Abatement Funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement and Training Overtime Activities throughout the City of Surprise.

BUDGET COST CATEGORY		Project Period SFY 2027
I.	**Personnel Services**	$45,000.00
II.	**Employee Related Expenses (30%)**	$13,500.00
III.	**Professional and Outside Services**	$0.00
IV.	**Materials and Supplies**	$0.00
V.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$58,500.00**

PROJECT PERIOD	**FROM:** Effective Date *(Date of Authorization to Proceed Signature)*	**TO:** 06-30-2027
CURRENT GRANT PERIOD	**FROM:** 07-01-2026	**TO:** 06-30-2027

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: $58,500.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:
The City of Surprise is located in the northwest Phoenix Metropolitan area. Surprise is home to five high schools, which consistently add young and inexperienced drivers to our roadways. The city is also home to the fourth largest 65+ population in the nation (per-capita), which creates a challenging dynamic when attempting to address specific causes of collisions.

The Surprise Police Department is responsible for patrolling approximately 1,643 miles of roadway and recently assumed responsibility for the US 60 from Greenway Road to Patton Road. The department has seen an increase in DUI numbers as a result of assuming these 12 linear miles of roadway.

Organization size/number of sworn officers: 191
Total population in city/town/county served: 170,000
Total road mileage: Highway: 39, Local: 1,604, Total: 1,643
Jurisdiction: City

Agency Problem/Attempts to Solve Problem:
The population and infrastructure growth in the City of Surprise have caused heavy traffic loads, resulting in increased traffic collisions. With the increase in population, Surprise has seen growth in the alcohol serving establishment industry, to include: bars, restaurants, movie theaters, a spring training & minor league baseball facility, bowling alleys/nightclubs, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving.

Similar to the growth of alcohol serving establishments, the decriminalization of marijuana has brought marijuana dispensaries into Surprise. The increased access to this impairing substance has increased the likelihood that a driver will operate a motor vehicle while impaired by marijuana. Coupled with a decrease in staffing experienced by many agencies around the valley, the need for increased supplemental funding to decrease impaired driving crashes is paramount.

Surprise also has one of the most congested areas in the greater Phoenix area. As weekend travelers plan their getaway to Las Vegas, they have no choice but to travel through the Grand Avenue/Loop 303/163 Avenue corridor. This creates additional opportunities for party-goers to begin their vacations early by operating vehicles impaired along Surprise's roadways.

Agency Funding:
State DUI Abatement Funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement and Training Overtime Activities throughout the City of Surprise.

How Agency Will Solve Problem With Funding:
The Surprise Police Department will deploy officers during DUI Task Force Operations Valley-wide and is currently in the process of expanding its traffic unit to allow deployment of up to 10 sworn officers for these events. This would increase the current size of the traffic unit by 20%. The department will also host training for DUI-related topics, where officers from around the state will be trained in HGN/SFST & ARIDE.

PROGRAM MEASURES:

Grant Agreement Objectives:

1. The Surprise Police Department will host a minimum of 2 HGN/SFST courses with HGN wet labs within the grant period.
2. The Surprise Police Department will host a minimum of 2 ARIDE courses within the grant period.
3. The Surprise Police Department will participate in 1 additional DUI saturation patrol (in addition to the current GOHS contract obligation of 3) in each quarter of SFY 2027.
4. The Surprise Police Department will deploy at least 5 DUI trained officers during the additional DUI saturation patrol per quarter.
5. On a quarterly basis, the Surprise Police Department will release a DUI-related message to the motoring public aimed at reducing instances of impaired driving.

GOALS/OBJECTIVES:

State DUI Abatement Funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement and Training Overtime Activities throughout the City of Surprise.

IMPAIRED DRIVING OR OPERATING ENFORCEMENT PROGRAMS
Expenditures of funding pertaining to Impaired Driving or Operating Enforcement Programs, including Personnel Services and ERE, Materials & Supplies, and/or Capital Equipment, shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug-related driving or operating fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities, including DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE
To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

METHOD OF PROCEDURE:

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

Personnel Services – To support Overtime for DUI Abatement Enforcement and Training Activities

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

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving state funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report
The purpose of the Quarterly Report is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned DUI Abatement Coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarter RCI & Quarterly Report (July 1 to September 30)	October 19, 2026
2nd Quarter RCI & Quarterly Report (October 1 to December 31)	January 29, 2027
3rd Quarter RCI& Quarterly Report (January 1 to March 31)	April 19, 2027
4th Quarter RCI & Quarterly Report (April 1 to June 30)	July 19, 2027
Final Statement of Accomplishment	July 19, 2027

The Quarterly Report **shall be completed on the form available on-line and submitted by email** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter).

FINAL STATEMENT AND ACCOMPLISHMENTS:

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Chris Lemke, Governor's Office of Highway Safety, shall serve as DUI Abatement Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Surprise Police Department shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each State Fiscal Year (June 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

DUI Abatement Council grant project monitoring is used by the assigned DUI Abatement Coordinator to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to granted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring
Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	**Type of Monitoring**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$200,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by DUI Abatement Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by DUI Abatement Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by DUI Abatement Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the Agreement period. Granted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Project Administrator will ensure that any equipment purchased will be available for inspection and is being used for the intended purpose as outlined in the grant agreement.

Documentation
The Governor's Office of Highway Safety will retain all findings on the GOHS Monitoring Form in the grantee's respective state file. Findings will be discussed with the designated grant agreement representative (Project Administrator or Fiscal Specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the DUI Abatement Coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairperson or GOHS Director in the Chairperson's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairperson or GOHS Director in the Chairperson's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairperson of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the grant agreement to the Chairperson of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$45,000.00
II.	Employee Related Expenses (**30%**)	$13,500.00
III.	Professional and Outside Services	$0.00
IV.	Materials and Supplies	$0.00
V.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$58,500.00**

*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of **$58,500.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period: _____

DESCRIPTION	GRANT AGREEMENT ACTIVITY
Total Contacts (Traffic Stops)	
Total Sober Designated Drivers Contacted	
DRE Evaluations Conducted	
TOTAL DUI ARRESTS	
Total DUI Aggravated	
Total DUI Misdemeanor	
Total DUI Extreme (.15 or Above)	
Under 21 DUI Citations	
Average BAC	
Distracted Driving Citations	
Total DUI Drug Arrests	
20-Day Vehicle Impounds	
Seat Belt Citations	
Child Restraint Citations	
Criminal Speed Citations	
Reckless Driving Citations	
Civil Speed Citations	
Other Citations	
Other Arrests	
Participating Officer/Deputies (Cumulative)	

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY."

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.

D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment."

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.

D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Agreement.

V. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VI. Non-Assignment and Sub-Contracts

This Agreement is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

VIII. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

IX. Arizona Procurement Code (A.R.S., §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (A.R.S., §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

X. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any grant agreement it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

   As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.

   1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

   2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XI. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XII. Arbitration Clause, A.R.S. §12-1518

Pursuant to A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XIII. Inspection and Audit, A.R.S. §35-214

Pursuant to A.R.S. §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XIV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

XV. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XVI. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVII. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XVIII. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, the provisions of which are stated below.

In accordance with A.R.S. §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to A.R.S. §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.

B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Evan Becher, Chief
Surprise Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Andrea Davis, City Manager
City of Surprise

_____

_____
Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

   Name: _____

   Title: _____

   Telephone Number: _____ Fax Number: _____

   E-mail Address: _____

2. **Agency's Fiscal Contact:**

   Name: _____

   Title: _____

   Telephone Number: _____ Fax Number: _____

   E-mail Address: _____

   Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by A.R.S. §28-1303, and the funds authorized for this Project have been provided for by A.R.S. §28-1304. The expenses are **reimbursable** under DUI Abatement Council's **Enforcement** program area, as approved for by the DUI Abatement Council.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. STATE FUNDS: **$58,500.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to the Governor for the administration of the Oversight Council on Driving or Operating Under the Influence Abatement

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

Approval Date

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Contact Person: Trisha Weston
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 an amendment to a contract for services between the City and Area Agency on Aging and approving a Fiscal Year 2027 budget amendment moving budget in the amount of $22,500 from general contingency to Project G51509 for grant salaries and expenses; Resolution 2026-119.

Motion:
I move to approve Resolution 2026-119.

Background:
The City of Surprise, through its Human Service & Community Vitality (HSCV) Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004. The grant awards will serve to support the congregate meal program. The grant agreement has been extended through September 30, 2026. Amendment No. 3 provides additional funding of $22,500 to provide congregate meal services through the extension date of September 30, 2026.

Objective Analysis:
This action will allow the HSCV Department to maintain the congregate meal service program administered through the HSCV Department.

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

Financial Impact:
This grant award provides $22,500 for the congregate meal program special event hosting expenses as well as a portion of part-time salaries. There is a 10% in-kind City match requirement in the amount of $2,300 which will be met with HSCV's General Fund operating budget for a total grant budget of $24,800.

Budget Impact:
This action requires a movement of budget authority in the amount of $22,500 from general contingency

to project G51509 FY26 AAA Meals in the Grants Fund to cover projected expenditures, and $2,300 from the General Fund into Project G51509 to cover the match. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Resolution 2026-119
2. Amendment No. 3

RESOLUTION # 2026-119

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 3 TO THE CONTRACT FOR SERVICES BETWEEN THE CITY OF SURPRISE AND AREA AGENCY ON AGING; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING IN THE AMOUNT OF $22,500 FROM AREA AGENCY ON AGING FOR THE CONGREGATE MEAL PROGRAM AND AMENDING THE FISCAL YEAR 2027 BUDGET BY MOVING BUDGET AUTHORITY OF $22,500 FROM GENERAL CONTINGENCY TO PROJECT G51509 FOR GRANT SALARIES AND EXPENSES.

WHEREAS, the City of Surprise, through its Human Service & Community Vitality Department, applied for a continuation of a grant from Area Agency on Aging, Region One, Incorporated ("Contractor") that has been in place since 2004;

WHEREAS, the City entered into a Contract for Services with Contractor to receive a grant for $92,000 to support the City's congregate meal program and a portion of the City's Senior Center multipurpose operations that support the congregate meal program ("Contract #2026-36-SUR");

WHEREAS, the City entered into Amendments No. 1 and No. 2 to Contract #2026-36-SUR that modified the existing budget and extended the contract term through September 30, 2026;

WHEREAS, the City desires to enter into Amendment No. 3 to Contract #2026-36-SUR in order to accept additional funding in the amount of $22,500 for grant salaries and expenses:

WHEREAS, all service expenditures pursuant to the proposed Amendment No. 3 are on a reimbursement basis, up to $22,500;

WHEREAS, there is a 10% in-kind City match requirement of $2,250 which will be met with the Human Service and Community Vitality Department general fund budget for a total grant budget of $24,750;

WHEREAS, the FY2027 budget was adopted by Council Resolution #2026-87 on June 2, 2026;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2026, through June 30, 2027.

Section 2. That Amendment No. 3 to Contract #2026-36-SUR attached as *Exhibit B* and incorporated herein by reference is hereby approved.

Section 3. The City Manager, or her 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 2026-119
EXHIBIT A

1. Appropriation – The allocations below represent the movement of budget authority in the amount of $22,500 from General Contingency to project G51509 in the Grants Fund to cover projected expenditures for the Congregate Meal 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 Svcs and Comm Vitality	#G51509 FY26 AAA Meals	E	-	22,500	22,500
Grants	Human Svcs and Comm Vitality	#G51509 FY26 AAA Meals	R	-	22,500	22,500
Contingency	General Operations	Contingency	E	25,000,000	(22,500)	24,977,500
Contingency	General Operations	Other	R	25,000,000	(22,500)	24,977,500
General Fund	Human Svcs and Comm Vitality	Supplies	E	174,100	(2,300)	171,800
General Fund	Human Svcs and Comm Vitality	#G51506 FY25 AAA Meals	E		2,300	2,300
			Expense Total	**25,174,100**	**-**	**25,174,100**
			Revenue Total	**25,000,000**	**-**	**25,000,000**

RESOLUTION 2026-119
EXHIBIT B

Amendment No. 3 to the
Contract for Services (Contract #2026-36-SUR)

Contract #2026-36-SUR

AMENDMENT 3

Contract for Services Between

Area Agency on Aging, Region One, Incorporated ***AND*** **City of Surprise**
15832 N. Hollyhock St

1366 E. Thomas Road, Suite 108 **Surprise, Arizona 85378**
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132 **623-222-1500 Fax: 623-222-1501**
EIN: 86-60007796

EFFECTIVE DATE OF THIS AMENDMENT: **July 1, 2026**

PURPOSE OF THE AMENDMENT:

1. **Increase Congregate Meals funding by $22,500 for the FY2026 contract extension period of July 1, 2026, through, September 30, 2026, as indicated on the attached contract summary page.**

ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT EXCEPT AS PROVIDED HEREIN.

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING,
REGION ONE, INCORPORATED

CITY OF SURPRISE

Signature and Date

Signature and Date

Mary Lynn Kasunic, President & CEO
Area Agency on Aging, Region One

Andrea Davis, City Manager – City of Surprise

CONTRACT SUMMARY

FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #:	2027-36-SUR
CONTRACTOR:	City of Surprise
TYPE:	***90-Day Extension***
CONTRACT TERM:	July 1, 2026 to Sept 30, 2026

Contract Reimbursement Ceiling for all Services: **TOTAL: $ 22,500**

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	
Area Agency	22,500	
Project Income	5,760	
Non-Fed Inkind	-	
Non-Fed Cash	49,930	
Other Federal	-	
TOTAL	78,190	-
EXPENSES		
Personnel	40,455	
ERE	12,146	
Prof&Outside	-	
Travel	-	
Space	5,475	
Equipment	-	
Materials/Supl	19,514	
Operating Svc	600	
Indirect	-	
TOTAL	78,190	-
UNITS	2,400	
UNIT RATE	$ 32.58	$ -

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations:

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

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

Agenda Wording:
Consideration and action pertaining to the approval of a sublease with Native American Connections, Inc., to operate the West Valley Housing Assistance Center on property leased by the City, located at 12779 and 12785 West Grand Ave; Resolution 2026-112.

Motion:
I move to approve Resolution 2026-112.

Background:

In August 2021, the City of Surprise entered into a long-term lease agreement with Mustard Seed Ministry, Inc. commencing on September 1, 2021, using federal funding to develop a housing assistance center for the properties located at 12763, 12779, and 12785 West Grand Avenue.

The leased properties include three buildings. One building is a church currently occupied by Gideon Missionary Baptist Church. The other two buildings have been improved and are part of the West Valley Housing Assistance Center that was previously subleased by A New Leaf, Inc.

Objective Analysis:
This action authorizes the City to enter into a new sublease with Native American Connections, Inc., to take over operations of the West Valley Housing Assistance Center.

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

Financial Impact:
This action has no financial impact. The sublease to Native American Connections, Inc. does not have a monetary value. All utility expenses will be covered by federal grant funding.

Budget Impact:

This action has no budgetary impact.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Resolution 2026-112
2. Exhibit A - Sublease Agreement
3. Subrecipient Agreement (Sublease Exhibit C)

RESOLUTION # 2026-112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A SUBLEASE WITH NATIVE AMERICAN CONNECTIONS, INC. FOR A PORTION OF CERTAIN PROPERTY LEASED BY THE CITY LOCATED AT 12779 AND 12785 WEST GRAND AVENUE.

WHEREAS, the City of Surprise has entered into a lease with Mustard Seed Ministry, Inc., for certain improved property located at 12763, 12779, and 12785 West Grand Avenue (Maricopa County APN 501-22-089) ("**Leased Property**") which lease is the subject of Resolution #2021-115;

WHEREAS, the Leased Property currently includes three buildings: 12763 West Grand Avenue (Church); 12779 West Grand Avenue (Social Hall); and 12785 West Grand Avenue (Residential Facility);

WHEREAS, the City desires to sublease the Social Hall and the Residential Facility for $0.00 per year, for a period of five (5) years with an option, to Native American Connections, Inc., an Arizona non-profit corporation; and

WHEREAS, the sublease between the City and Native American Connections, Inc. would be pursuant to the "Sublease Agreement Between the City of Surprise and Native American Connections, Inc." attached hereto as ***Exhibit A*** and incorporated herein by reference.

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

Section 1. The Sublease Agreement between the City of Surprise and Native American Connections, Inc. attached hereto as ***Exhibit A***, is approved.

Section 2. The Mayor, or his designee, is authorized to execute the Sublease Agreement between the City of Surprise and Native American Connections, Inc. and any other documents necessary to implement and effect this sublease on behalf of the City.

[SIGNATURES TO FOLLOW ON NEXT 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

RESOLUTION # 2026-112

Exhibit A

Sublease Agreement Between the City of Surprise and Native American Connections, Inc.

SUBLEASE AGREEMENT BETWEEN THE CITY OF SURPRISE

AND

NATIVE AMERICAN CONNECTIONS, INC.

This Sublease Agreement ("**Sublease**") is entered into as of the 4th day of August, 2026 ("**Effective Date**") by and between the City of Surprise, Arizona, a political subdivision of the State of Arizona, located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374 ("**City**"), and Native American Connections, Inc., an Arizona non-profit corporation, whose business address is 3216 N. 3rd St., Phoenix, Arizona 85012 ("**Sublessee**"). City and Sublessee may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

Unless otherwise defined herein, capitalized terms used in this Sublease shall have the meanings ascribed to them parenthetically or in Section 2.1 of this Sublease.

RECITALS

A. City has leased certain improved real property being Maricopa County Assessor Parcel No. 501-22-089, located at 12763 N W Grand Avenue, 12779 N W Grand Avenue, and 12785 N W Grand Avenue in Surprise, Arizona ("**Property**"), from Mustard Seed Ministry, Inc. ("**Property Owner**"), an Arizona non-profit corporation, pursuant to that certain "Lease Agreement Between the City of Surprise and Mustard Seed Ministry, Inc." which commenced on September, 1st, 2021 ("**Primary Lease**"). The Property is legally described on the attached ***Exhibit A*** and is depicted on the attached ***Exhibit B***.

B. This Sublease will allow City and Sublessee, as City's subrecipient, to secure public funding, including United States Department of Housing and Urban Development ("**US HUD**") Community Development Block Grant ("**CDBG**") funds identified in the Assistance Listing Number ("**ALN**") as Program 14.218, from the United States Government under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383; 42 U.S.C. Ch. 69 § 5301, *et seq.*), to fund all or portions of this Sublease and operate a housing support center that would serve the greater Surprise community.

C. It is the Parties' intent that this Sublease, and the establishment of the housing support center is in response to the Coronavirus Pandemic ("**COVID-19**"). President Trump authorized the Coronavirus Aid, Relief, and Economic Security Act ("**CARES Act**"), Public Law 116-136 on March 27, 2020.

ARTICLE 1 — LEASE OF THE PREMISES

§ 1.1. Subleased Premises. City hereby subleases to Sublessee and Sublessee hereby subleases from City, upon and in consideration of the terms and conditions contained herein, that portion of the Property located at 12779 and 12785 N W Grand Avenue in Surprise, Arizona, together, with a subsurface easement and right of support for such land and all improvements constructed thereon, consisting of approximately 56,515 square feet, and any and all improvements presently existing thereon, exclusive of the "Church" located at 12763 N W Grand Avenue, situated within the land legally described on ***Exhibit A*** and depicted on ***Exhibit B*** as the Social Hall and the Residential Facility, which land and improvements are hereinafter called the "**Subleased Premises.**" The Subleased Premises are subject to, and further described by, the following:

A. Other covenants, restrictions, easements, agreements, and reservations of record as of the Effective Date.

B. Present and future building restrictions and regulations, zoning laws, ordinances, resolutions and regulations of the City of Surprise and all present and future ordinances, laws, regulations and orders of all boards, bureaus, commissions, and bodies of the City of Surprise and any county, state, or federal authority, now or hereafter having jurisdiction.

C. The condition and state of repair of the Subleased Premises as the same may be on the Commencement Date.

§ 1.2. Term. The term of this Sublease shall commence on August 4th, 2026 ("**Commencement Date**") and, shall expire the day preceding the fifth (5^{th}) anniversary of the Commencement Date, unless this Sublease is extended or sooner terminated. This Sublease may be extended for an additional five-year term provided the Parties agree to an extension in writing at least six months before expiration of the initial Term.

§ 1.3. Incorporation of Subrecipient Agreement. The Parties have also executed or will execute a Subrecipient Agreement for "Housing Support Center" ("**Subrecipient Agreement**") which is hereby incorporated by reference. Pursuant to the Subrecipient Agreement, City will award some of the City's Community Development Block Grant ("**CDBG**") funding to Sublessee to be used for operation of the housing support center upon the Subleased Premises during the Term of this Sublease. A copy of the Subrecipient Agreement is attached hereto as ***Exhibit C***.

ARTICLE 2 — DEFINITIONS

§ 2.1. Definitions. For the purposes of this Sublease, the following words shall have the definition and meaning hereafter set forth.

"**Applicable Laws**": As defined in Section 9.1.

"**Commencement Date**": As defined in Section 1.2.

"**Enforced Delay**": As defined in Section 28.1.

"**Event of Default**": As defined in Section 18.1.

"**Leasehold Estate**": The City's interest in the Primary Lease, recorded with the Office of the Maricopa County, Arizona Recorder on August 19, 2021 as Doc. No. 2021-0900793.

"**Project**": As defined in Section 10.1.

"**Property Owner**": Mustard Seed Ministry, Inc., which owns the fee interest in the Property, including the Subleased Premises.

"**Sublease**": This Sublease and any other agreement, written or oral, by which City gives any person any rights of use or occupancy of or any benefit flowing from the Property, or a portion thereof, including a permit, license or concession, including the Sublease.

"**Sublessee**": Sublessee and any other sublessee of City, and its successors and assigns.

ARTICLE 3 — RENT

§ 3.1. Rent Calculation. The rental amount for the social hall building ("**Social Hall**") located at 12779 N W Grand Avenue consisting of approximately 4,570 square feet, as depicted on ***Exhibit B***, and the multi-family residential structure ("**Residential Structure**") located at 12785 N W Grand Avenue consisting of approximately 5,640 square feet, as depicted on ***Exhibit B***, shall be $0.00 per square foot. The total annual rental payment ("**Rent**") shall be $0.00. The total monthly Rent shall be $0.00.

§ 3.2. Rent Adjustments. The Rent shall remain the same for the Term of this Sublease.

ARTICLE 4 — OMITTED

ARTICLE 5 — INSURANCE

§ 5.1. Sublessee Obligation to Insure. Sublessee shall procure and maintain for the duration of this Lease, at Sublessee's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Sublease by Sublessee, its agents, subtenants, employees, contractors, licensees, or invitees in accordance with the insurance requirements set forth below:

Sublessee agrees to carry, at its expense, property insurance insuring any personal property of Sublessee, from loss arising from fire or other casualty.

Sublessee shall also maintain a commercial general liability policy or policies of insurance insuring against any and all losses, claims, demands, or actions whatsoever for injury to or death of any one or more persons or for damage to the Subleased Premises occurring on, or in connection with Sublessee's use of the Subleased Premises in commercially reasonable amounts that are in keeping with prudent industry practice. The liability policy required to be carried by Sublessee hereunder shall name City as an additional insured.

Sublessee shall also maintain workers' compensation and employers' liability coverage. Such policy must include workers' compensation statutory employers' liability coverage.

Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

Sublessee shall also maintain business automobile liability coverage. Such policy must include coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Sublease.

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

The policy must be endorsed to include the City of Surprise and its departments, agencies, boards, commissions, commissioners, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Sublessee involving automobiles owned, leased, hired, or borrowed by Sublessee. The City of Surprise shall be named as an additional insured on all Certificates of Insurance ("**COI**") and the COI should reference this Sublease.

Sublessee will furnish City with a declarations page for each policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied.

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

All certificates required by this Sublease must be sent directly to the City's Risk Management Division. The City project/contract number, if applicable, and project

description must be noted on the COI. City reserves the right to require complete, certified copies of all insurance policies required by this Sublease at any time. Certificates of insurance and endorsements shall be sent to the City's Risk Management division at:

City of Surprise
Risk Management Division
16000 North Civic Center Plaza
Surprise, Arizona 85374
Attn: Risk Manager
Email: riskmanagement@surpriseaz.gov

§ 5.2. City Insurance Obligations. City shall require the Property Owner to procure and maintain for the Term of this Sublease property insurance for the Subleased Premises, including any improvements, insuring it against loss due to fire or other casualty in an amount equal to the full replacement value.

§ 5.3. Failure to Maintain Insurance. If Sublessee fails or refuses to provide a copy of the certificates for required insurance coverages or any renewal thereof upon request, or otherwise fails or refuses to procure or maintain insurance as required by this Sublease, City shall have the right, at its election, and without notice, to procure and maintain such insurance. The premiums paid by City in electing to acquire the insurance shall be due and payable from Sublessee upon demand for payment. If City should acquire any required insurance not acquired by Sublessee, City shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer(s) and insured(s). The lapse or cancellation of any policy of insurance required herein shall be an event of default. No cure of such default can be accomplished unless a new or renewed policy is issued which specifically provides the required coverages for any liability arising during the lapsed or previously uncovered period.

ARTICLE 6 — SURRENDER

§ 6.1. Surrender--Removable Property. Upon the expiration of the Term or on the sooner termination thereof, Sublessee shall peaceably and quietly leave, surrender, and yield up to City all of the Subleased Premises, and shall repair all damage to the Subleased Premises caused by or resulting from the removal of any removable property of Sublessee, if any, normal wear and tear excepted. Sublessee shall not be required to remove any improvements constituting real property except as expressly set forth herein.

§ 6.2. Waste. Sublessee shall not commit or suffer to be committed any material waste or impairment of the Subleased Premises (it being acknowledged that removal and demolition of any of the existing improvements on the Subleased Premises is expressly permitted only with the advance written consent of City and Property Owner).

§ 6.3. Title to Improvements. The Parties understand and agree that City shall hold legal title to any improvements on the Subleased Premises constructed by Sublessee during the Term.

§ 6.4. Survival of Provisions. The provisions of this Article 6 shall survive the expiration or any termination of this Sublease.

ARTICLE 7 — CITY'S PERFORMANCE FOR SUBLESSEE

§ 7.1. Cures--Rights, Costs, and Damages. If Sublessee shall default in the performance of any other covenant, agreement, term, provision, limitation, or condition herein contained, City, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of Sublessee, immediately and without notice. Bills for any expense required by City in connection therewith, and bills for all such expenses and disbursements of every kind and nature whatsoever, for enforcing or endeavoring to enforce any right against Sublessee, under or in connection with this Sublease, or pursuant to law, including (without being limited to) any such cost, expense, and disbursements involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor, or services provided furnished, or rendered, or caused to be furnished or rendered, by City to Sublessee, with respect to the Subleased Premises done for the account of Sublessee may be sent by City to Sublessee monthly, or immediately, at City's option, and shall be due and payable in accordance with the terms of said bills and if not paid when due the amount thereof shall immediately become due and payable.

ARTICLE 8 — USES AND MAINTENANCE

§ 8.1. Absence of Warranties. Sublessee has leased the Subleased Premises after a visual examination thereof, as well as the title thereto and knowledge of its present uses. Sublessee accepts the Subleased Premises in the condition or state in which it is without any representation or warranty, express or implied in fact or by law, by City or Property Owner and without recourse to City or Property Owner, as to the title thereto, the nature, condition, or usability thereof or the use or uses to which the Subleased Premises or any part thereof may be put. City shall be required to furnish any services or facilities or to make any repairs or alterations in or to the Subleased Premises as outlined in **Section 8.3.** Sublessee hereby assumes the full and sole responsibility to perform the scope of work outlined in the Subrecipient Agreement.

§ 8.2. Permitted Use. Sublessee and City agree that Sublessee shall have the right to use the Subleased Premises and the improvements thereon as a housing support center and housing facility in accordance with Applicable Laws and the terms of this Sublease and the Subrecipient Agreement during the duration of the Term, including any extension thereof. Sublessee and City further agree that no renovations or structural changes will be made to the Social Hall or the Residential Facility, as depicted on ***Exhibit B,*** by the Sublessee without the advance written consent of City and Property Owner.

§ 8.3. Maintenance, Repairs. Sublessee shall be responsible for routine maintenance, taking good care of the Subleased Premises, and keeping the landscaping in good condition in accordance with City of Surprise standards and this Sublease, whichever is more stringent. City shall be responsible for any major repairs to the Subleased Premises that are not considered routine maintenance or wear and tear. Major repairs include but are not limited to, roof repair or replacement, plumbing failure or replacement, HVAC failure or replacement, electrical failure or replacement, and fire suppression failure or replacement, repairs to mitigate water intrusion, structural repairs, and any required site improvements.

§ 8.4. Utilities. During the Term of this Sublease and any extension thereof, Sublessee shall be responsible for securing and paying for all utility services as deemed necessary to use and occupy the Subleased Premises, including, but not limited to water, sewer, electric, and Internet and telecommunications services. Sublessee shall also arrange and pay for trash collection service for the Subleased Premises.

ARTICLE 9 — COMPLIANCE

§ 9.1. Sublessee Obligations. Sublessee shall assume and perform any and all obligations under this Sublease and the Subrecipient Agreement in accordance with all applicable present and future laws, acts, rules, requirements, orders, directions, ordinances, and/or regulations, ordinary or extraordinary, foreseen or unforeseen, (collectively "**Applicable Laws**"), concerning the operation of shelter beds/units and a housing support center.

§ 9.2. Certificate of Occupancy. Sublessee shall obtain any Certificate of Occupancy or similar certificate or permit which may at any time be required by any governmental agency having jurisdiction thereof with respect to the Subleased Premises (such certificate or permit being a "**Certificate of Occupancy**"). Sublessee shall be provided a copy of the current Certificate of Occupancy prior to the execution of the Sublease.

§ 9.3. Construction of Improvements; Management and Operation of Improvements. Sublessee shall ensure that any improvements carried out by Sublessee or contractors procured by Sublessee are constructed in accordance with Applicable Laws and, following the issuance of a Certificate of Occupancy, shall ensure that the Subleased Premises are prudently managed and operated and kept in good repair, reasonable wear and tear excepted.

ARTICLE 10 — CONSTRUCTION AND OPERATION OF IMPROVEMENTS

§ 10.1. Project. Sublessee and City acknowledge that improvements to the Subleased Premises may be required to maintain the facility as a housing support center and related residential complex on the Premises ("**Project**"). Sublessee shall enforce all of the terms and conditions relating to the construction and operation of the Project set forth

in the Primary Lease, as well as the requirements set forth in Article 9 of this Sublease. Sublessee shall obtain any required approvals of the final plans and specifications for the Project by any and all federal, state, municipal, and other governmental authorities, offices, and departments having jurisdiction in the matter and shall, upon request from City, provide conformed copies of executed approvals (if any) to City. After the expiration or earlier termination of this Sublease, City may make such alterations or modifications to the Subleased Premises and improvements as are permitted by Applicable Laws and otherwise comply with the terms of the Primary Lease.

ARTICLE 11 — IMPAIRMENT OF TITLE

§ 11.1. No Liens. Subject to the right of contest and appeal, Sublessee shall not create, or suffer to be created or to remain, and shall discharge any mechanic's, laborer's, or materialman's lien which might be or become a lien, encumbrance, or charge upon the Subleased Premises or any part thereof or the income therefrom.

§ 11.2. Discharge. If any mechanic's, laborer's, or materialman's lien shall at any time be filed against the Subleased Premises or any part thereof, Sublessee, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise (or shall commence and diligently pursue such actions as will achieve such result). Sublessee shall notify City in writing of its action to either satisfy or contest the lien and, if contested, of the matter's status on a monthly basis until concluded.

§ 11.3. No Implied Consent. Nothing contained in this Sublease shall be deemed or construed in any way as constituting City's express or implied authorization, consent, or request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of the Subleased Premises or any part thereof.

§ 11.4. No Agency Intended. The Parties agree that Sublessee is not the agent of City for the construction, alteration, or repair of any improvements which may be constructed upon the Subleased Premises, the same to be accomplished at the sole expense of Sublessee.

ARTICLE 12 — INSPECTION

§ 12.1. Inspection and Entry. City may enter upon the Subleased Premises, or any part thereof, for the purpose of ascertaining their condition or whether Sublessee is observing and performing the obligations assumed by it under this Sublease, all without hindrance or molestation from Sublessee, provided that such entry does not interfere with Sublessee's business operations and provided that City shall give Sublessee at least seventy-two (72) hours written notice prior to any inspection of any building interior. This limitation upon entry into and upon the Subleased Premises for inspection does not extend

to nor limit any entry made by the City of Surprise Police Department, City of Surprise Fire Department, or City of Surprise Code Enforcement for purposes of discharging and exercising their respective official governmental duties.

ARTICLE 13 — INDEMNIFICATION

§ 13.1. Indemnification of City. To the fullest extent permitted by law, Sublessee shall indemnify and save City and its officials, employees, and agents (collectively, the "**Indemnified Parties**"), harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including property damage, personal injury and wrongful death and further including, without limitation, disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of the Sublessee's performance of its obligations under this Sublease during the Term unless caused by the intentional conduct or misconduct, gross negligence, or active negligence of the Indemnified Party(ies) or a failure to act by the Indemnified Party(ies) when a duty to act is present. The provisions of this Article shall survive the expiration or earlier termination of this Sublease.

A. Sublessee shall hold all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the Subleased Premises at the sole risk of Sublessee and save City and the other Indemnified Parties harmless from any loss or damage thereto by any cause whatsoever other than the willful misconduct of City or an Indemnified Party(ies).

B. The obligations of Sublessee under this Section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Subleased Premises.

C. If any claim, action ,or proceeding is made or brought against City or any other Indemnified Party(ies), by reason of any event to which reference is made in this Section, then, upon demand by City, Sublessee, at its sole cost and expense, shall resist or defend such claim, action, or proceeding in the name of City and the Indemnified Party(ies)., Notwithstanding the foregoing, City may engage its own attorneys to defend it, and the other Indemnified Party(ies) or to assist in its defense.

ARTICLE 14 — DAMAGE OR DESTRUCTION

§ 14.1. In the event that all or any portion of the Subleased Premises shall be totally or partially destroyed or damaged by fire or other insurable casualty, Sublessee may choose to terminate this Sublease by providing a written notice of termination to City within sixty (60) days of the casualty event. Alternatively, the Parties may agree to work cooperatively to rebuild or repair the damaged portions of the Subleased Premises using the proceeds of the property insurance held by Property Owner for the Property and other funds, as appropriate and available.

ARTICLE 15 — CONDEMNATION

§ 15.1. Takings. If all or any part of the Subleased Premises or any right appurtenant thereto is taken, or there is a change in grade of road or other property abutting the Subleased Premises that adversely affects the use of the Subleased Premises, by any condemning authority, other than the City of Surprise ("**Condemning Authority**") (a) in the exercise of any right of eminent domain or condemnation by proceedings or otherwise, or (b) by agreement between Sublessee, City, Property Owner, and/or the Condemning Authority (any such taking or other action, a "**Taking**"), this Sublease shall terminate with respect to the part of the Subleased Premises so taken, and Sublessee reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for any award or damages based upon loss, damage, or injury to its leasehold interest without impairing any rights of City or Property Owner for the taking or injury to the reversion (subject to and encumbered by this Sublease). If Sublessee or City becomes aware of any actual, contemplated, or threatened Taking, it shall promptly notify the other Party. Each Party participating in the proceedings shall pay its own expenses.

§ 15.2. Temporary Taking. If there is a Taking of all or a part of the Subleased Premises for a temporary period, this Sublease shall continue in full force and effect without change as between Sublessee and City.

ARTICLE 16 — OMITTED

ARTICLE 17 — ASSIGNMENT, SUBLETTING, MORTGAGE

§ 17.1. Transfers by Sublessee. Sublessee shall not effect a transfer, conveyance, assignment, sublease, or other pledge, encumbrance, or disposal of all or a portion of its interest in this Sublease without the prior consent of City ("**Transfer**"), with such approval to be granted or denied by City in its absolute discretion. If approved in writing by City, no Transfer shall be binding upon City unless such assignee or purchaser shall deliver to City a recordable instrument which contains a covenant of assumption by said assignee or purchaser to such effect, but the failure or refusal of such assignee or purchaser to deliver such instrument shall not release or discharge such assignee or purchaser from its obligations and liability as above set forth. Upon recordation of the assumption instrument, Sublessee shall be released from liabilities and obligations under this Sublease accruing thereafter, and the assignee shall be and become and remain liable for the payment of all rents and other sums payable hereunder and for the due performance of all the covenants, agreements, terms and provisions hereof on Sublessee's part to be performed throughout the remainder of the Term. The provisions hereof shall be operative for and apply to each subsequent assignment.

§ 17.2. Subleases. Sublessee shall not sublease the Subleased Premises under any circumstances or for any reason.

§ 17.3. Obligations of Assignee. If this Sublease is assigned, in whole or in part, City may and hereby is empowered to collect all amounts due hereunder from the assignee.

ARTICLE 18 — DEFAULT BY SUBLESSEE

§ 18.1. Events of Default. The happening of any one of the following events (herein called an "**Event of Default**") shall be considered a material breach and default by Sublessee under this Sublease:

A. ***Monetary Default***. If default shall be made in the due and punctual payment of Rent or any Additional Payments and such default continues for thirty (30) days after written notice thereof to Sublessee; or

B. ***Non-Monetary Default***. If default shall be made by Sublessee in the performance of or compliance with any of the covenants, agreements, terms, limitations, or conditions hereof other than those referred to in the foregoing subsection (A), and such default shall continue for a period of thirty (30) days after written notice thereof from City to Sublessee (provided, that if Sublessee proceeds with due diligence during such thirty (30) day period to substantially cure such default and is unable by reason of the nature of the work involved to cure the same within the required thirty (30) days as determined by City in its sole discretion, Sublessee's time to do so shall be extended by the time reasonably necessary to cure the same as reasonably determined by City in its sole discretion).

§ 18.2. Notice and Termination. Upon the occurrence of one or more Event of Default listed in Section 18.1, City at any time thereafter, but not after such default is cured, may give written notice ("**Second Notice**") to Sublessee specifying such Event(s) of Default and stating that this Sublease shall expire and terminate on the date specified in such notice, which shall be at least forty five (45) days after the giving of such Second Notice, and, upon the date specified in such Second Notice, this Sublease and all rights of Sublessee under this Sublease shall expire and terminate as though such date were the date originally set forth herein for the termination hereof.

§ 18.3. Sublessee Liability. Expiration or termination of this Sublease shall not relieve Sublessee of its liabilities or obligations under this Sublease accruing prior to such expiration or termination nor from its liabilities or obligations which by the express terms of this Sublease survive any such expiration or termination.

§ 18.4. No Implied Waiver. Any failure by City to insist upon the strict performance of any covenant, agreement, term, or condition hereof or to exercise any right or remedy consequent upon a breach hereof, and no acceptance of any payments from Sublessee during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition hereof to be performed or complied with by City or Sublessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by

the Party to be charged therewith. No waiver of any breach shall affect or alter this Sublease, but each and every covenant, agreement, term, limitation, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

§ 18.5. Remedies Cumulative. In the event of any breach by Sublessee of any of the covenants, agreements, terms, or conditions hereof, City shall have the right to exercise any right or remedy available at law, in equity, or otherwise. This Article shall survive expiration and termination of this Sublease.

§ 18.6. Specific Performance. If a default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, as determined by City in its sole discretion, City may, at its option, thereafter (but not before) commence an action for specific performance of the terms of this Sublease pertaining to such default. The exercise of this right shall not preclude the simultaneous or future exercise by City of any or all other rights or remedies now or hereafter existing at law, in equity, or otherwise.

ARTICLE 19 — DEFAULT BY CITY

§ 19.1. In the event of any breach by City of any of the covenants, agreements, terms, or conditions hereof, Sublessee shall be entitled to enjoin such breach or seek specific performance of any duty not timely performed by City after written notice to cure. Under no circumstances may Sublessee seek or be awarded monetary damages against City or any elected or appointed official, employee, or agent of the City of Surprise.

ARTICLE 20 — UNENFORCEABLE TERMS

§ 20.1. Severability. City and Sublessee each believes that the execution, delivery, and performance of this Sublease are in compliance with all Applicable Laws. However, in the unlikely event that any provision or portion thereof of this Sublease is declared void or unenforceable (or is construed as requiring either Party to do any act in violation of any applicable law, including any constitutional provision, law, regulation, County or City Code), such provision or portion thereof shall be deemed severed from this Sublease and this Sublease shall otherwise remain in full force and effect; provided that this Sublease shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by Applicable Laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Sublease, as reformed.

ARTICLE 21 — NOTICES

§ 21.1. Notices. Any notice, request, demand, statement, or consent herein required or permitted to be given by either Party to the other hereunder, except as pursuant to Article 12, shall be in writing signed by or on behalf of the Party giving the notice and addressed to the other Party to:

City:

City of Surprise
Attn: City Manager
16000 N. Civic Center Plaza
Surprise, Arizona 85374

And

City of Surprise
Human Services and Community Vitality Department
Attn: Seth Dyson
16000 N. Civic Center Plaza
Surprise, Arizona 85374

City of Surprise
City Attorney's Office
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Sublessee:

Native American Connections, Inc.
Attn: Trula Breuninger
3216 N. 3rd St.
Phoenix, Arizona 85012

Each Party may by notice in writing change its address for the purpose of this Sublease, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder two (2) business days after it shall be mailed by United States registered or certified mail, postage prepaid, in any post office or branch post office regularly maintained by the United States Government, upon personal delivery, or one business day after deposit with any commercial air courier or express service.

ARTICLE 22 — CONDITION

§ 22.1. Condition of Subleased Premises. Sublessee represents that the Subleased Premises, any sidewalks, the title to the Subleased Premises, parking areas adjoining the same, any subsurface conditions thereof, and the present uses and non-uses thereof, have been examined by Sublessee and that Sublessee accepts the same in the condition or state in which they or any of them may be on the date of the execution of this Sublease, without representation or warranty, express or implied in fact or by law, by City and without recourse to City, as to the nature, condition, or usability thereof or the use or uses to which the Subleased Premises or any part thereof may be put.

§ 22.2. Quiet Enjoyment. Subject to all of the conditions, terms, and provisions contained in this Sublease, City covenants that Sublessee, upon paying the Rent and Additional Payments and observing and keeping all terms, covenants, agreements, limitations, and conditions hereof on its part to be kept, shall quietly have and enjoy the Subleased Premises during the Term, without hindrance or molestation by City.

ARTICLE 23 — ESTOPPEL

§ 23.1. Estoppel Certificates. City or Sublessee may request, at any time, from one another a certificate evidencing whether or not:

A. The Sublease is in full force and effect along with the amount and current status of the Rent and any Additional Payments due hereunder;

B. The Sublease has been modified or amended in any respect or describing such modifications or amendments, if any; and

C. There are any existing defaults thereunder, to the knowledge of the Party executing the certificate, and specifying the nature of such defaults, if any.

Such certificates shall include such other information as either Party reasonably requires. The Party receiving such a request shall cooperate with the requesting Party and shall deliver a written response within twenty (20) days of such request.

ARTICLE 24 — CONSENTS

§ 24.1. Parties and Notice. Whenever the consent or approval of Sublessee is required or reasonably requested under this Sublease, if it fails to notify City in writing within forty-five (45) days (except where a longer period is otherwise specified herein for the giving of such consent or approval) after the giving of a written request therefor in the manner specified herein for the giving of notice, it shall be concluded that such consent or approval has been given.

§ 24.2. No Unreasonable Withholding. Wherever in this Sublease the consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld nor delayed, except where otherwise specifically provided. The remedy of the Party requesting such consent or approval, in the event such Party should claim or establish that the other Party has unreasonably withheld or delayed such consent or approval, shall be limited to injunction or declaratory judgment and in no event shall such other Party be liable for a money judgment under this provision.

ARTICLE 25 — INTENTIONALLY OMITTED

ARTICLE 26 — MISCELLANEOUS

§ 26.1. Termination; Cancellation. In addition to any other termination permitted under this Sublease, this Sublease may be terminated or canceled as follows:

A. City may terminate this Sublease without further obligation to Sublessee for any reason or no reason at all by setting forth the reasons for such termination and the effective date of such termination with at least thirty (30) days' written notice to Sublessee and City shall not be liable for any damages whatsoever for such termination.

B. All Parties hereto acknowledge that this agreement is subject to cancellation by City pursuant to the provisions of A.R.S. § 38-511 for conflict of interest.

C. Sublessee acknowledges and agrees that the continuation of this Sublease is subject to the budget of City providing for the contract item as an expenditure, and City cannot assure that the budget item for funding this Sublease will be approved in the future; in such event, City may terminate this Sublease.

D. Sublessee may terminate this Sublease for convenience by setting forth the reasons for such termination and the effective date of such termination with at least ninety (90) days' written notice to City.

E. Sublessee acknowledges and agrees that the term of this Sublease shall automatically terminate upon the termination of the Primary Lease for any reason whatsoever, including without limitation the termination of the Primary Lease prior to the expiration of the Primary Lease's term.

§ 26.2. City's Representations and Warranties. City hereby represents, warrants, covenants and agrees that (a) its execution of the Sublease will not violate any agreement to which City is a party; (b) there is no litigation pending against City which would have a material impact on the Subleased Premises, or City's ability to perform its obligations under this Sublease, or with respect to the Subleased Premises; (c) there is no pending taking of the Subleased Premises; (d) other than City and Sublessee there is no tenant or sublessee who would have any right of claim to possession or use of the Subleased

Premises; (e) there are no unpaid special assessments touching, concerning, or relating to the Subleased Premises.

§ 26.3. Sublessee's Representations and Warranties. Sublessee hereby represents, warrants, covenants and agrees that (a) its execution of the Sublease will not violate any agreement to which Sublessee is a party; (b) there is no litigation pending against Sublessee which would have a material impact on Sublessee's ability to perform its obligations under this Sublease; (c) Sublessee is a non-profit corporation organized and existing under the laws of the State of Arizona that is in good standing with the Arizona Corporation Commission; and (d) that the person executing this Sublease on behalf of Sublessee is fully authorized to do so on behalf of the corporation.

§ 26.4. Exculpatory Provision – City. Sublessee acknowledges that in the event of a default under this Sublease by City, of any kind or nature whatsoever, Sublessee shall look solely to City for remedy or relief; and that no Surprise City Council Member, elected official, officer, agent, or employee of the City of Surprise shall be liable to Sublessee, or any successor in interest to City, in any way due to a default by City under this Sublease. Nor shall Sublessee look to Property Owner in the event of a default by City.

§ 26.5. Legal Actions. Any legal action instituted pursuant to this Sublease shall be brought in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona in Phoenix, Arizona. Each Party hereto in any such action shall bear its own costs, expenses, and attorneys' fees. This Sublease shall be construed and enforced in accordance with the laws of the State of Arizona.

§ 26.6. Entire Agreement. This Sublease, together with its Exhibits and all documents incorporated herein by reference, contains the entire agreement between City and Sublessee and any executory agreement hereafter made between City and Sublessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect an abandonment of this Sublease, in whole or in part, unless such executory agreement is in writing and signed by the Party against whom enforcement of the change, modification, waiver, release, discharge, termination, or the effect of the abandonment is sought.

§ 26.7. Captions. The captions of Articles and Sections in this Sublease are inserted only as a convenience and for reference and they in no way define, limit, or describe the scope of this Sublease or the intent of any provision thereof. References to Articles and Section numbers are to those in this Sublease unless otherwise noted.

§ 26.8. Execution and Delivery. This Sublease shall bind City upon its execution thereof. City shall be bound only after it executes and delivers the Sublease to Sublessee.

§ 26.9. Amendments. This Sublease shall not be amended or modified without the express written consent of City and Sublessee.

§ 26.10. Exhibits and Incorporation. The following exhibits and schedules, which are attached hereto or are in the possession of the Sublessee and City, are incorporated herein by reference as though fully set forth herein:

Exhibit A -- Legal Description of the Property
Exhibit B -- Depiction of Improvements on the Property
Exhibit C – Subrecipient Agreement

ARTICLE 27 — INTENTIONALLY OMITTED

ARTICLE 28 — ENFORCED DELAY

§ 28.1. Enforced Delay; Extension of Time of Performance. Whether stated or not, all periods of time in this Sublease are subject to this Section. Neither Sublessee nor City, as the case may be, shall be considered to have caused an Event of Default with respect to its obligations under this Sublease (or to have failed to meet any required date of performance) in the event of enforced delay ("**Enforced Delay**") due to (1) causes beyond its reasonable control and without its negligent or intentional failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the Federal, state or local government, acts of the other Party, litigation or other action authorized by law concerning the validity and enforceability of this Sublease or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or ecoterrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Subleased Premises (whether permanent or temporary) by any public, quasi-public or private entity; (2) the discovery of Regulated Substances on, at or affecting the Subleased Premises not disclosed by any applicable environmental assessment or otherwise known by or disclosed to the Party or Parties affected thereby; the discovery of funerary objects or archaeological resources or artifacts on, at or affecting the Subleased Premises requiring repatriation, study, removal or further acts mandated by federal or state law; or the discovery of Endangered Species on, at or affecting the Subleased Premises; (3) the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body (collectively, an "**Order**") which delays the completion of the work or other obligation of the Party claiming the delay; or the suspension, termination, interruption, denial, or failure of renewal (collectively, a "**Failure**") of issuance of any permit, license, consent, authorization, or approval necessary to Sublessee's undertakings pursuant to this Sublease, unless it is shown that such Order

or Failure is the result of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by the Party claiming the delay; provided, however, that the contesting in good faith of any such Order or Failure shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay; and (4) the denial of an application, failure to issue, or suspension, termination, delay or interruption other than by or from Maricopa County or the Surprise City Council or one of its departments, divisions, agencies, commissions or boards (collectively, a "**Denial**") in the issuance or renewal of any permit, approval or consent required or necessary in connection with City's or Sublessee's undertakings pursuant to this Sublease, if such Denial is not also the result of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by the Party claiming the delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided that the Party seeking the benefit of the provisions of this Section 28.1 shall, within thirty (30) days after such Party knows of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either Party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such Party.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE 1 OF 2 TO LEASE

"Sublessee"

Native American Connections, Inc.
an Arizona non-profit corporation

By: _____
Trula Breuninger, President & CEO

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this 17th day of July, 2026, before me personally appeared Trula Breuninger, the President & CEO of NATIVE AMERICAN CONNECTIONS, INC., an Arizona non-profit corporation, for and on behalf of, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the corporation.

_____
Notary Public

Signatures continue on following page.

SIGNATURE PAGE 2 OF 2 TO LEASE

"City

CITY OF SURPRISE

By_____
Kevin D. Sartor, Mayor

ATTEST:

_____
Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

_____
Jeffrey Murray, City Attorney

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this _____ day of _____, 2026, before me personally appeared Kevin D. Sartor, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document on behalf of the municipal corporation.

[Affix notary seal here]

_____
Notary Public

Exhibit A to Lease

Legal Description of the Property

Lot 1 Mustard Seed Ministries Book 1104 Page 44

Exhibit B to Lease

Depiction of Existing Improvements on the Property

Is not recordable due to font size

For a copy of Exhibit B contact:

Surprise City Clerk
16000 N. Civic Center Plaza
Surprise, AZ 85374
(623) 222-1200

Exhibit C to Lease

Subrecipient Agreement

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

SUBRECIPIENT AGREEMENT

Between the City of Surprise

And

Native American Connections, Inc.

For
"West Valley Housing Assistance Center Operations"

Community Development Block Grant
CDBG-2026-HCS-01 (ALN 14.218)

THIS AGREEMENT, entered into and effective as of the date the last party executes the Agreement ("Effective Date"), is made by and between the **City of Surprise, Arizona**, herein called the "Grantee" or "City" and **Native American Connections, Inc. [SAMS UYAHK4KGL617]** herein called the "Subrecipient." The Grantee and the Subrecipient may collectively be referred to as the "Parties."

WHEREAS, the Grantee is the recipient of Community Development Block Grant (CDBG) funding through the U.S. Department of Housing and Urban Development (hereinafter "HUD" or "Grantor"), identified in the Assistance Listing Number (ALN) as program 14.218, from the United States Government under Title I of the Housing and Community Development Act of 1974; Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing funds from Program Year(s) **2025 (B-25-MC-04-514)** award of September 16, 2025, and **City of Surprise FY27 General Funds**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. **GENERAL AWARD INFORMATION**

The subaward from the Grantee to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in Section I of this agreement and creates a Federal assistance relationship with the Subrecipient. This agreement must be updated to reflect any changes to the federal award and to the following award information.

GRANTEE: **City of Surprise**	**SUBRECIPIENT:** **Native American Connections**
Name of awarding official: Andrea Davis Title: City Manager 16000 N. Civic Center Plaza Surprise, AZ 85374	Name of primary contact: Trula Breuninger Title: President & Chief Executive Officer 3216 N. 3rd Street Phoenix, AZ 85012

Federal Award: Community Development Block Grant ALN 14.218
B-25-MC-04-514 as of September 16, 2025 = $59,544.78

Other Awards: City of Surprise Fiscal Year General Funds = $100,000

Total Amount of Award: $159,544.78

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

II. SCOPE OF SERVICE

A. Activities/Levels of Accomplishment: The Subrecipient will be responsible for administering a CDBG Program described below in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The Subrecipient is responsible for administrative services needed to carry out the funded program(s) described below, and detailed Scope of Work attached hereto as **Exhibit A**, and incorporated herein by reference, as such may be amended from time to time. Such program(s) will include the following activities and levels of program services eligible under the Community Development Block Grant Program:

ACTIVITY	LEVEL OF ACCOMPLISHMENT	TOTAL UNITS/YEAR
03T Operating Costs of Homeless/AIDS Patients Programs 24 CFR 570.201(e)	Shelter & case management for one hundred (100) individuals experiencing homelessness	One hundred (100) unduplicated persons (LMC)
05Z Other Public Services not listed in 03T and 05A-05Y 24 CFR 570.201(e) May include: 05E, 05H, 05M, 05X	Provide other public services for two hundred (200) low-to-moderate income persons.	Two hundred (200) unduplicated persons (LMC)
Other Support Services	Provide support services for one hundred (100) West Valley residents	One hundred (100) unduplicated persons

B. *National Objectives:* The Subrecipient hereby acknowledges that all activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient shall provide written certification within the year-end report to Grantee that the activities carried out under this Agreement met at least one of the CDBG program's national objectives and how this was accomplished. **Target completion date for all projects shall be June 30, 2027.**

C. *Staffing:* The following staff members shall be responsible for compliance with this contract. Salary and Employee Related Expenses may only be reimbursed for positions listed in **Exhibit A: Statement of Work.** Any changes in key personnel assigned or their

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general responsibilities shall be subject to the prior approval of the Grantee, per Section 8(e) in Statement of Work.

INDIVIDUAL/ TITLE	COMPLIANCE AREA	WORK WEEK & HOURS
Jennifer Jennings/Senior Director of Real Estate Development	Program Compliance and Budget	Monday-Friday 8am-5pm
Lindsay Brown/Director of Housing Services	Oversee site staff, services and partnerships	Monday-Friday 8am-5pm
Lisa Roth/Director of Compliance and Asset Management	Maintenance, facilities and security	Monday-Friday 8am-5pm

D. *Performance Monitoring:* The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (as dictated in Section II of this contract) after being notified by the Grantee, contract suspension or termination procedures will be initiated or future threshold exemptions will not be allowed.

III. TIME PERFORMANCE

Services of the Subrecipient shall start on the Effective Date, and end on the 30th day of June 2027. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets including program income. A written request must be submitted to the City stating the reason for the extension, and is subject to the amendment process outlined in VII.G below.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **$159,544.78**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Exhibit B, herein and in accordance with performance as follows:

Budget amendments that total less than 20% of the overall award, and do not increase or decrease total funding award, or result in a change to the purchase order, may be approved by the Housing & Community Services Manager without an amendment to the agreement. Request for budget

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Budget Item	COS CDBG	COS General Funds	Other Funds	Total Project Cost
Salaries	$ 50,000.00	$ 55,000.00	$ 118,160.00	$ 223,160.00
Employee Related Expenses	$ 4,131.62	$ 20,000.00	$ 29,416.65	$ 53,548.27
Professional Services			$ 52,124.00	$ 52,124.00
Supplies & Materials		$ 5,909.09	$ 1,630.91	$ 7,540.00
Space		$ 5,000.00	$ 76,180.00	$ 81,180.00
Equipment		$ 5,000.00	$ 10,530.00	$ 15,530.00
Travel			$ 1,200.00	$ 1,200.00
Other Costs			$ 600.00	$ 600.00
Direct Program Costs	$ 54,131.62	$ 90,909.09	$ 289,841.56	$ 434,882.27
Indirect Costs	$ 5,413.16	$ 9,090.91	$ 28,984.16	$ 43,488.23
Total	**$ 59,544.78**	**$ 100,000.00**	**$ 318,825.72**	**$ 478,370.50**

amendments must be made in writing by the Subrecipient. Amendments must be approved in writing prior to requesting reimbursement of amended budget line items.

Reimbursement requests (Exhibit C) shall be submitted with proof of expenditure of funds as well as documentation that the benchmark or goal was attained (Monthly Progress Reports are due on the 10th). **Monthly reports must be completed in the Neighborly portal. No reimbursement requests will be processed if required documentation is outstanding.**

All requests for reimbursement must be submitted through Neighborly. When requesting reimbursement, corresponding bills, paid invoices, and cash receipts must be uploaded along with a General Ledger summary of expenses. If the funding is used for salaries, time sheets must be submitted along with proof of expenditure. Allocating staff costs between Program Administration vs. Activity Delivery Costs must be clearly documented. Treatment of dividing allocable costs between PACs and ADCs must be consistently applied and supported by staff timesheet documentation relative to specific eligible activities (See CPD Notice 13-07). **Reimbursement Request due by the 15th of each month for the previous month's expenses.**

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via postal mail (postage prepaid), commercial courier, and personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE	SUBRECIPIENT
Seth Dyson Director City of Surprise, HSCV 16000 N. Civic Center Plaza Surprise, AZ 85374-7470 623-222-3238 seth.dyson@surpriseaz.gov	Jennifer Jennings Senior Director of Real Estate Development Native American Connections, Inc. 3216 N 3rd St. Phoenix, AZ 85012 602-206-2081 j.jennings@nativeconnections.org

VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations.

The Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

The Subrecipient will not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

Arizona Revised Statutes §§ 1-501, 1-502 & 41-1080 prevent a state/city agency from issuing any government benefit, federal, state or locally funded or issuing a new or renewed license to an individual unless the individual has provided the agency with one of the forms of identification listed below.

To become or remain eligible for the benefit this contract outlines, service applicants must verify to subrecipient proof of citizenship.

Below are listed the accepted forms of citizenship identification subrecipient will use for verification purposes:

A. An Arizona driver's license issued after 1996 or an Arizona non-operating identification license.
B. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
C. A United States certificate of birth abroad.
D. A United States passport
E. A foreign passport with a United States visa.
F. An I-94 form with a photograph.
G. A United States citizenship and immigration services employment authorization

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

document or refugee travel document.

H. A United States certificate of naturalization.
I. A United States certificate of citizenship.
J. A tribal certificate of Indian blood.
K. A tribal or bureau of Indian affairs affidavit of birth.
L. A United States Military Veteran identification card.

VII. GENERAL CONDITIONS

A. *General Compliance:* The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants {CDBG}) including Subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. *Independent Contractor:* Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall, at all times, remain an independent contractor with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Subrecipient is an independent Subrecipient.

C. *Hold Harmless:* The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. *Workers' Compensation:* The Subrecipient shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement.

E. *Insurance & Bonding:* The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and, at a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200. The Grantee requires general liability coverage of Subrecipient naming the Grantee as an additional insured with $500,000 per person per occurrence coverage.

F. *Grantee/Grantor Recognition:* The Subrecipient shall ensure recognition of the role of the Grantee and the Grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

G. *Amendments:* Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion, amend this Agreement to conform with federal, state, county, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement or referenced in Section I, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. *Suspension or Termination:* In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time.

b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

c. Ineffective or improper use of funds provided under this Agreement.

d. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

e. Internal controls that do not meet the standards required by the Super Circular.

f. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

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

J. *Minimum Wage Requirements:* The Subrecipient warrants that it shall pay all of its

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

K. *Immigration Laws and Regulations:* **Federal Immigration and Nationality Act**

a. The Subrecipient understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.

b. By entering into this Agreement, the Subrecipient warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

c. The Grantee may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the Grantee suspect or find that the Subrecipient or any of its subcontractors are not in compliance, then the Grantee may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Subrecipient. All costs necessary to verify compliance are the responsibility of the Subrecipient or its Subcontractor.

L. *Uyghur Forced Labor Prevention Act (UFLPA):*

a. The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not use:
   i. The forced labor of ethnic Uyghurs in the People's Republic of China.
   ii. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
   iii. 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.

b. If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the Grantee within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

(180) days after notifying the Grantee of its noncompliance, will result in termination of this Agreement unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

VIII. ADMINISTRATIVE REQUIREMENTS

A. *Financial Management*

a. Accounting Standards: The Subrecipient agrees to comply with 2 CFR 200, Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient will maintain written internal controls and submit to the City when requested.

b. **Funds reimbursed from this agreement must be accounted for separately.** A simple ledger may be used which should include the date and amount of funds invoiced, date and amount of funds received, and a running contract balance.

c. Cost Principles: The Subrecipient shall administer its program in conformance with the requirements of the OMB "Super Circular," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. *Documentation and Record-Keeping*

a. Records to be Maintained: The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
   i. Records providing a full description of each activity undertaken.
   ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
   iii. Records required to determine the eligibility of activities.
   iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
   v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
   vi. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200.
   vii. Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

c. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided and ethnicity in compliance with the Office of Management and Budget's (OMB) revised categories. Such information shall be made available to Grantee monitors or their designees for review upon request.

d. Disclosure: The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited.

e. Property Records: The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

f. National Objectives: The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives: 1) benefit low- and moderate-income persons, 2) aid in the prevention or elimination of slums or blight, and 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

g. Close-Outs: Subrecipient obligations to the Grantee shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

h. Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

    i. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

    ii. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or longer period of time as the Grantee deems appropriate). If the Subrecipient

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

i. Audits & Inspections: All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees, or the federal government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data in order to fulfill monitoring requirements. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt of written notice by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit including review of any letters to management conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR 200.

j. The Subrecipient shall track and report on performance indicators as set forth in Attachment A. Failure to meet agreed-upon outcomes may result in corrective action or termination.

k. Methods for collection, transmission, and storage of information: The Subrecipient should, whenever practical, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal Awarding Agency, or the City, must always provide or accept paper versions of Federal award-related information to and from the Subrecipient. If paper copies are submitted, the Federal awarding agency or the City must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

C. *Reporting and Payment Procedures*

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

a. Federal Funding Accountability and Transparency Act: Grantee is required under the Federal Funding Accountability and Transparency Act (FFATA) to report information on first-tier sub-awards, including making the executive compensation of awardees publicly available. In conformance with the requirements of the FFATA, the Grantee must report the names and total compensation of the five most highly compensated officers of the entity if: 1) the entity in the preceding fiscal year received i) 80 percent or more of its annual gross revenues in federal award; and ii) $25,000,000 or more in annual gross revenues from federal awards; and 2) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under the applicable sections of the Securities Exchange Act of 1934 or the Internal Revenue Code of 1986.

b. Budgets: The Subrecipient will submit a detailed contract budget in a form and content prescribed by the City for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time in accordance with existing City policies and as described in Section 3.

c. Program Income: The Subrecipient shall report monthly, with Progress Reports, all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504 for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. Subrecipient agrees that all program income funds earned, but not used in each monthly draw period, shall be remitted to the Grantee, upon Grantee's verification of the draw request. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

d. Indirect Costs: Indirect Costs shall not exceed the de minimis indirect cost rate as defined at 2 CFR 200.414(f).

e. Payment Procedures: The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to utilize funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

f. Progress Reports: The Subrecipient shall submit regular Progress Reports **(Exhibit D)** to the Grantee in the form, content, and frequency as required by the Grantee. The parties agree Progress Reports shall be submitted to the Grantee monthly with each draw until closeout requirements are met.

D. *Procurement*

a. Compliance: The Subrecipient shall comply with current City policy, including the City's Procurement Code, concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

b. OMB Standards: The Subrecipient shall procure materials, property, or services in accordance with the procurement requirements of 2 CFR 200.

c. Travel: The Subrecipient shall obtain written approval from the Grantee for any travel expenses outside the metropolitan area with funds provided under this contract.

d. Build America, Buy America (BABA) Act: The Subgrantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended if applicable to the Subgrantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless exempted by a waiver.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570-606(c) governing and Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act, and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies (the Grantee may preempt the optional policies). The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570-606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. *Procurement*

a. Compliance: The Subrecipient agrees to comply with any City of Surprise and State of Arizona civil rights ordinances, and laws, and with all applicable Federal Codes and Regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.

b. Nondiscrimination: The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places and available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

c. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504: The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

e. The Subrecipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

B. *Affirmative Action*

a. Approved Plan: The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

b. Women and Minority Owned Business Enterprise (W/MBE): The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S. C. 632), and "minority and women's business enterprise" means a business at least fifty-

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The Subrecipient will comply with Executive Orders 14151 and 14173 when carrying out activities.

c. Access to Records: The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

d. EEO/AA Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

e. Subcontract Provisions: The Subrecipient will include the provisions of Paragraphs IX A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipient or subcontractors.

C. *Employment Restrictions*

a. Prohibited Activity: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

b. OSHA: Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participants' health or safety.

c. Right to Know: Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Arizona Public Records Law, including A.R.S. Title 39, Chapter 1.

d. Labor Standards: The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

e. Section 3

i. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual, or other disability, exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project-assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

"The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low- income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

"The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements."

ii. Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Grantor Agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. *Conduct*

a. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due, or to become due, to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

b. Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

c. Conflict of Interest: The Parties have notice and are aware and understand that A.R.S. § 38-511 is applicable to this Agreement. Additionally, the Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

i. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

ii. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

iv. The Subrecipient must disclose in writing any potential conflicts of interest, whether real or perceived, prior to award and throughout the term of this Agreement.

d. Lobbying: The Subrecipient hereby certifies that:

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

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions; and it will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

iii. The Certification Regarding Lobbying is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making, or entering into, this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

e. Subcontracts

i. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

ii. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process: The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accord with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

f. Copyright: If this contract results in any copyrightable material, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

g. Religious Activities: The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities, prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. *Air and Water:* The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C., 7401, et seq.
b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq. as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
c. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. *Flood Disaster Protection:* In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

C. *Lead-Based Paint:* The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. *Historic Preservation:* The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older or that are included on a federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

XV. ENTIRE AGREEMENT

This Agreement, including all Exhibits attached hereto, embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to the subject matter. In the event of a conflict between this Agreement, on one hand, and any Exhibit attached hereto, on the other hand, the provisions of this Agreement shall control; provided, if it is possible to comply with the requirements of this Agreement and the Exhibits, the parties shall do so. The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A	Statement of Work
Exhibit B	Budget
Exhibit C	Reimbursement Request Worksheet
Exhibit D	Subrecipient Progress Report
Exhibit E	Project Proposal/Application
Exhibit F	Links to HUD Guidance on Administration of CDBG Funded Programs

IN WITNESS WHEREOF, the parties have executed this CDBG Subrecipient Agreement to be duly executed by authorized officers as of the Effective Date which is on the day and year first written above.

CITY OF SURPRISE:

By: _____
Andrea Davis, City Manager

Date: _____

SUB

Signed by:
Trula Breuninger
75A2E645F8944E3...

By: _____
Trula Breuninger, President & Chief Executive Officer

Date: 7/17/2026 | 13:24 PM MST

Approved as to form:

By: _____
Jeffrey Murray, City Attorney

Date: _____

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

SUBRECIPIENT AGREEMENT

Between the City of Surprise

And

Native American Connections, Inc.

For
"West Valley Housing Assistance Center Operations"

Community Development Block Grant
CDBG-2026-HCS-01 (ALN 14.218)

EXHIBIT A

Statement of Work

1. **Activities Description**
The West Valley Housing Assistance Center (WVHAC), located at 12779 W. Grand Avenue in Surprise, Arizona, provides critical services to prevent and address homelessness among individuals and families in the West Valley. The center serves as a coordinated access point for housing stabilization, homelessness prevention, diversion, supportive services, and emergency shelter access. WVHAC will operate as a day resource and heat relief center during regular business hours and will coordinate shelter access through a separate shelter operations provider.

The WVHAC shall provide a continuum of services focused on homelessness prevention, housing stability, crisis intervention, and supportive services. Services may include, but are not limited to:

- Coordinated Entry and assessment services
- Housing navigation and housing stabilization support
- Diversion and homelessness prevention assistance
- Referrals to emergency shelter and housing resources
- Connection to medical, behavioral health, and public benefit services
- Employment and workforce support services
- Assistance obtaining identification and vital documents
- Financial literacy and budgeting support
- Transportation assistance and service coordination
- Heat relief services and hydration support during extreme weather months
- Drop-in supportive services for individuals and families experiencing housing instability or homelessness

Emergency Shelter
Emergency shelter operations at WVHAC shall be managed by Phoenix Rescue Mission (PRM) under a separate agreement with Maricopa County. PRM shall be responsible for all shelter client operations, including intake, shelter eligibility determination, client management, shelter staffing, case management, bed assignments, exits, and shelter-related HMIS data entry.

WVHAC contains seven apartment-style shelter units totaling approximately thirty-five (35) beds. Shelter units shall be utilized in a non-congregate manner, similar to motel-style temporary

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

accommodations, with PRM responsible for checking shelter guests in and out of units and managing all shelter occupancy activities.

Native American Connections, Inc. (NAC) shall not provide shelter case management or direct shelter client management services under this agreement. NAC shall coordinate facility access and operational support necessary for shelter activities.

NAC and PRM shall execute a Memorandum of Understanding (MOU), Premises Use Agreement, or similar operational agreement outlining each party's roles and responsibilities regarding use of the facility, coordination protocols, safety procedures, operational expectations, and data sharing requirements.

Day Resource Center and Heat Relief Services
NAC shall operate WVHAC as a day resource and drop-in center open Monday through Friday during regular business hours. The center shall provide a safe indoor environment for individuals and families seeking supportive services, housing resources, and heat relief.

During periods of extreme heat, NAC shall provide heat relief services including:

- Access to indoor cooling areas
- Hydration station services
- Access to water and cooling resources
- Connection to emergency services and supportive resources
- Coordination with community partners serving vulnerable populations

Supportive Services Coordination
WVHAC shall serve as a collaborative service hub for homeless and housing support services in the West Valley. NAC shall coordinate with on-site and community-based service providers to ensure individuals and families have access to services intended to prevent homelessness, intervene in homelessness, and support long-term housing stability.

Services coordinated through WVHAC may include:

- Housing counseling and navigation
- Public benefits enrollment
- Medical and behavioral health referrals
- Veteran services
- Employment and workforce services
- Legal assistance referrals
- Child and family support services
- Food resource referrals
- Domestic violence and victim support referrals
- Transportation assistance
- Senior services
- Substance use treatment referrals

Meals shall not be prepared or served by NAC under this agreement. PRM and partner agencies shall assist clients with connections to food resources and meal services available in the community.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

2. **National Objective**
   This Project meets the following National Objectives as required by 24 CFR 570:
   Benefiting Low- and Moderate-Income Persons- LMI Income Limited Clientele (LMC)

3. **Eligible Activity**
   This Project meets the eligible activity under Matrix Codes as required by 24 CFR 570.201(e):
   03T – Homeless Programs - Costs associated with the operation of programs for homeless persons

   05Z – Other Public Services – Costs not listed in 03T and 05A-05Y. May include activities as applicable from 05E, 05H, 05M, and 05X

4. **Scope of Services**
   Native American Connections shall operate and manage the West Valley Housing Assistance Center (WVHAC) in accordance with the responsibilities outlined below.
   a. *Facility Operation and Maintenance*
      NAC shall:
      i. Operate and maintain the WVHAC facility in a safe, sanitary, secure, and functional manner.
      ii. Manage daily facility operations for the drop-in center, supportive service areas, common areas, and administrative spaces.
      iii. Coordinate building access and operational support for partner agencies operating on-site.
      iv. Maintain facility furnishings, supplies, and operational equipment necessary to support program activities.
      v. Coordinate janitorial, maintenance, and operational support services.
      vi. Provide overnight security services to support evening shelter operations.
      vii. Maintain a hydration station and heat relief resources during applicable seasons.
      viii. Ensure the facility remains compliant with applicable health, safety, and accessibility standards.

   b. *Day Resource Center Operations*
      NAC shall:
      i. Operate WVHAC as a day drop-in resource center Monday through Friday during regular business hours.
      ii. Provide a welcoming and trauma-informed environment for individuals and families seeking services.
      iii. Coordinate intake, referrals, and supportive services for drop-in participants.
      iv. Ensure equal access to services for residents throughout the West Valley.
      v. Coordinate heat relief services during periods of extreme weather.

   c. *Service Coordination and Community Partnerships*
      NAC shall:
      i. Coordinate partnerships with community organizations and service providers to expand access to housing and supportive services.
      ii. Manage and coordinate on-site partner schedules, facility usage, and collaborative service delivery.
      iii. Coordinate volunteer activities supporting WVHAC operations.
      iv. Facilitate communication and coordination between WVHAC partners, including PRM and other service providers.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

v. Support collaborative efforts intended to prevent homelessness and increase housing stability.

d. Shelter Coordination

NAC shall:

i. Coordinate operationally with Phoenix Rescue Mission regarding use of the shelter units and facility access.
ii. Maintain a Memorandum of Understanding (MOU), Premises Use Agreement, or similar agreement with PRM.
iii. Support facility-related shelter operations, including maintenance, security coordination, and operational communication.
iv. Not provide shelter intake, shelter eligibility determination, shelter case management, or direct shelter client management.
v. Coordinate with PRM and other providers to obtain shelter utilization and outcome data necessary for reporting requirements.

e. Staffing and Volunteer Management

NAC shall:

i. Hire and train qualified staff necessary to operate WVHAC.
ii. Recruit, train, and coordinate volunteers supporting facility operations and supportive service activities.
iii. Ensure staff and volunteers receive appropriate training related to trauma-informed care, de-escalation, safety procedures, cultural competency, and mandatory reporting requirements.

f. Data Collection and Reporting

NAC shall:

i. Track facility operations, supportive services, and program outcomes.
ii. Coordinate with PRM and other on-site providers to obtain shelter utilization and service outcome data.
iii. Maintain documentation necessary to support required reporting to the City and funding partners.
iv. Utilize designated reporting systems and software platforms required by the City of Surprise.

5. **Performance Outcomes**

The West Valley Housing Assistance Center (WVHAC) is intended to operate as a regional homelessness response and housing assistance center serving residents throughout the West Valley, including residents of the City of Surprise, City of Peoria, City of Glendale, and surrounding communities.

Native American Connections (NAC), Phoenix Rescue Mission (PRM), participating jurisdictions, and community partners shall coordinate efforts to provide equitable access to services for West Valley residents experiencing homelessness or housing instability. Nothing in this Agreement shall require strict jurisdictional service quotas or limit access to services based solely on municipal residency.

NAC shall operate the WVHAC in a manner that supports regional collaboration, coordinated service delivery, and equitable access across participating jurisdictions.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

a. *Regional Service Coordination Outcomes*
NAC shall coordinate and support operation of the WVHAC as a regional service hub that:
   i. Provides housing and homelessness support services;
   ii. Supports homelessness prevention and diversion activities;
   iii. Coordinates supportive services among partner agencies;
   iv. Operates a day drop-in and heat relief center; and
   v. Supports shelter operations managed separately by PRM.

b. *Facilities Operations Outcomes*
NAC shall:
   i. Maintain safe, sanitary, and functional operations of the WVHAC facility;
   ii. Coordinate facility usage among partner agencies and service providers;
   iii. Provide operational support for on-site shelter activities;
   iv. Maintain hydration station and heat relief operations during applicable seasons; and
   v. Provide overnight security coverage supporting shelter operations.

c. *Supportive Service Outcomes*
NAC shall coordinate and document supportive services that may include:
   i. Housing navigation;
   ii. Diversion assistance;
   iii. Coordinated Entry support;
   iv. Public benefits navigation;
   v. Employment and workforce referrals;
   vi. Behavioral health referrals;
   vii. Transportation assistance;
   viii. Vital document assistance; and
   ix. Referrals to additional community-based services.

d. *Shelter Coordination and Reporting*
   - Emergency shelter operations at WVHAC shall be managed by Phoenix Rescue Mission (PRM) under separate agreements.
   - NAC shall not provide shelter client management, shelter case management, shelter intake, or shelter eligibility determination under this Agreement.
   - NAC shall coordinate with PRM and other on-site providers to obtain aggregate shelter utilization and outcome information necessary to support reporting requirements of participating jurisdictions and funding partners.

e. *Regional Reporting Requirements*
NAC shall submit consolidated monthly reports in a format approved by the participating jurisdictions. Reporting may include, but is not limited to:

Facility Operations

   - Days of operation;
   - Number of drop-in visitors;
   - Heat relief participation;
   - Hydration station utilization;

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

- Security incidents;
- Volunteer engagement; and
- Partner agency participation.

Supportive Services

- Number of unduplicated individuals served;
- Number of households served;
- Referrals provided;
- Housing navigation activities;
- Diversion assistance activities;
- Coordinated Entry activities; and
- Other supportive service outcomes.

Shelter Coordination Data
Data coordinated with PRM may include:

- Shelter utilization;
- Bed nights;
- Occupancy trends;
- Exit destinations;
- Housing placements; and
- Other aggregate shelter outcome data.

f. Jurisdictional Reporting
NAC shall make reasonable efforts to identify and document the jurisdictional origin of individuals served through WVHAC activities.

Monthly or quarterly reporting may include aggregate utilization data by jurisdiction, including:

- City of Surprise;
- City of Peoria;
- City of Glendale; and
- Other West Valley communities.

Jurisdictional reporting shall be used for planning, coordination, and funding evaluation purposes and shall not restrict equitable access to services.

g. Performance Targets
Specific numerical performance targets, outcome measures, and reporting templates may be established collaboratively by participating jurisdictions and incorporated into this Agreement or related exhibits.

h. Participating jurisdictions may establish supplemental reporting priorities or funding-specific outcome measures, provided such requirements do not materially conflict with the regional operational framework of the WVHAC.

i. Reporting Timelines
NAC shall submit:

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

- Monthly performance reports no later than the 10th day of the following month; and
- Monthly reimbursement requests no later than the 15th day of the following month, unless otherwise approved by the City of Surprise.

The City of Surprise may serve as the lead administrative entity for consolidated reporting coordination among participating jurisdictions.

6. **Budget**

Eligible costs may include:

- Personnel and employee-related expenses
- Facility operations and maintenance
- Security services
- Professional services
- Supplies and materials
- Program administration
- Volunteer coordination
- Operational equipment
- Heat relief and hydration supplies
- Direct Program costs
- Indirect costs

PRM shelter operational funding provided by Maricopa County shall not be included in this agreement.

Budget Item	COS CDBG	COS General Funds	Other Funds	Total Project Cost
Salaries	$ 50,000.00	$ 55,000.00	$ 118,160.00	$ 223,160.00
Employee Related Expenses	$ 4,131.62	$ 20,000.00	$ 29,416.65	$ 53,548.27
Professional Services			$ 52,124.00	$ 52,124.00
Supplies & Materials		$ 5,909.09	$ 1,630.91	$ 7,540.00
Space		$ 5,000.00	$ 76,180.00	$ 81,180.00
Equipment		$ 5,000.00	$ 10,530.00	$ 15,530.00
Travel			$ 1,200.00	$ 1,200.00
Other Costs			$ 600.00	$ 600.00
Direct Program Costs	$ 54,131.62	$ 90,909.09	$ 289,841.56	$ 434,882.27
Indirect Costs	$ 5,413.16	$ 9,090.91	$ 28,984.16	$ 43,488.23
Total	**$ 59,544.78**	**$ 100,000.00**	**$ 318,825.72**	**$ 478,370.50**

7. **Project Schedule**

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Project Milestone	Estimated Completion Date
Execute Agreement	8/3/26
Start of WVHAC operations	8/10/26
Start of heat relief services	8/10/26
Start of coordinated shelter operations	8/10/26
1st Report	9/10/26
New Program Partners	9/10/26
Volunteer Recruitment	9/10/26
1st Reimbursement	9/15/26
Final Reporting and closeout activities (Agreement Term)	7/10/27
Final Reimbursement (Agreement Term)	7/15/27

8. **Staffing**
Native American Connections shall provide adequate and qualified staffing to support the scope of services outlined in this agreement.

   a. *Staff Qualifications and Training*
   Ensure all staff are appropriately trained and qualified to fulfill their assigned responsibilities.

   b. *Timely Recruitment*
   Advertise and fill vacant positions in a timely manner to maintain continuity of operations.

   c. *Communication of Staffing Changes:*
   Notify the City of Surprise of significant staffing changes affecting WVHAC operations.

   d. *Accessibility and Cultural Competency:*
   Ensure staff demonstrate cultural competency and are available to assist individuals with language barriers and diverse service needs.

   e. *Training Requirements*
   Provide staff training related to:
      - Trauma-informed care
      - Conflict resolution and de-escalation
      - CPR and first aid
      - Mandatory reporting
      - Communicable disease protocols
      - Facility safety and emergency procedures

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

- Cultural competency

f. *Security Coverage*
Provide or coordinate overnight security coverage necessary to support shelter operations occurring at the facility.

g. *Reimbursable Positions*
Specific reimbursable staffing positions and associated funding allocations shall be determined during final budget development.

Position	Start Date	Pay Range ($)	% of Project
Program Supervisor	Filled	$38	.25
Program Manager	8/3/26	$27	100
Senior Director	Filled	$63	10
Housing Navigator	Filled	$24	100
Maintenance/Janitorial	8/3/26	$21	100
Weekend Support	8/3/26	$21	100

9. **Administration**
Native American Connections shall fulfill the following administrative responsibilities:

a. *Staff Management*
Be responsible for hiring, supervising, training, and managing staff in accordance with NAC personnel policies.

b. *Federal Award Administration*
Administer all federal funding in compliance with applicable federal, state, and local requirements, including 2 CFR Part 200.

c. *Service Provider Coordination*
Collaborate with other service providers to ensure clients have access to a comprehensive range of housing services and supportive activities.

d. *Data and Reporting Systems*
Utilize City-designated systems and reporting platforms to document services and outcomes.

e. *Incident Reporting*
Report incidents involving safety concerns, liability issues, significant service disruptions, or matters that may expose the City or funding partners to public scrutiny.

f. *Policy and Procedure Manual*
Maintain policies and procedures related to:

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

- Facility operations
- Volunteer management
- Partner coordination
- Safety and emergency response
- Non-discrimination
- Confidentiality
- Incident reporting
- Accessibility and accommodations
- Security procedures

g. *Coordination*

Phoenix Rescue Mission
Coordinate regularly with PRM regarding facility use, shelter operations support, data sharing, safety procedures, and operational communication.

Maricopa County Coordination
Shelter operations and shelter client services funded directly by Maricopa County and administered by Phoenix Rescue Mission shall be governed through separate agreements and are not included within this agreement.

NAC shall coordinate operationally with PRM and Maricopa County as necessary to support successful shelter operations at WVHAC.

Regional Coordination and Participating Jurisdictions
The WVHAC is intended to function as a regional homelessness response and housing assistance center serving residents throughout the West Valley. Participating jurisdictions may include the City of Surprise, City of Peoria, City of Glendale, Maricopa County, and other regional partners.

NAC shall coordinate reporting and performance outcomes in a manner that supports shared regional objectives while allowing participating jurisdictions to monitor outcomes relevant to their funding priorities.

The City of Surprise may serve as the lead administrative entity for consolidated reporting and coordination activities.

h. Referral Coordination System

i. General Service Referral System
Native American Connections (NAC) shall establish and maintain a coordinated referral system for access to West Valley Housing Assistance Center (WVHAC) supportive services and day resource center activities.

The general service referral system shall operate as a low-barrier access point intended to connect individuals and families experiencing homelessness, housing instability, or related crises to supportive services and community resources.

Referrals for WVHAC supportive services may be accepted from, including but not limited to:

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

- Self-referrals
- Individuals and families seeking assistance directly;
- Community residents;
- Municipal staff;
- Law enforcement or first responders;
- School districts;
- Healthcare providers;
- Behavioral health providers;
- Nonprofit organizations;
- Faith-based organizations;
- Outreach teams;
- Social service agencies; and
- Other West Valley community partners.

The general service referral system shall be designed to support equitable regional access and shall not restrict individuals from accessing supportive services based solely on jurisdictional residency.

NAC shall coordinate intake, referral tracking, service navigation, and partner connections necessary to support individuals accessing WVHAC supportive services.

ii. Shelter Referral and Placement Coordination

Emergency shelter operations at WVHAC shall be managed by Phoenix Rescue Mission (PRM) under separate agreements.

NAC and PRM shall jointly coordinate a shelter referral and placement process for the shelter units located at WVHAC.

The shelter referral and placement system shall:

- Prioritize coordination among participating funding jurisdictions and designated referral partners;
- Establish clear procedures for shelter referrals, eligibility review, placement coordination, and occupancy management;
- Define operational roles and responsibilities between NAC and PRM;
- Include communication protocols for shelter availability and referral coordination;
- Support fair and equitable access among participating jurisdictions; and
- Be documented through a Memorandum of Understanding (MOU), Premises Use Agreement, or similar operational agreement between NAC and PRM.

PRM shall retain responsibility for:

- Shelter client eligibility determination;
- Shelter intake and placement decisions;
- Shelter occupancy management;
- Shelter client case management;
- Shelter exits and discharge planning; and
- HMIS data entry related to shelter operations.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

NAC shall support facility coordination related to shelter operations but shall not directly manage shelter clients under this Agreement.

iii. **Coordinated Regional Access**

NAC and PRM shall coordinate with participating jurisdictions, service providers, and community partners to promote equitable regional access to both supportive services and shelter resources throughout the West Valley.

Participating jurisdictions may establish coordinated referral procedures or priority referral pathways for shelter access; however, supportive services provided through the WVHAC day resource center shall remain broadly accessible to individuals and families throughout the West Valley region.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

SUBRECIPIENT AGREEMENT

Between the City of Surprise

And

Native American Connections

For
"West Valley Housing Assistance Center Operations"

Community Development Block Grant
CDBG-2026-HCS-01 (ALN 14.218)

EXHIBIT B

CDBG PY26 Program Budget

(Budget Statement Attached)

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Exhibit B

Budget Item	COS CDBG	COS General Funds	Other Funds	Total Project Cost
Salaries	$ 50,000.00	$ 55,000.00	$ 118,160.00	$ 223,160.00
Employee Related Expenses	$ 4,131.62	$ 20,000.00	$ 29,416.65	$ 53,548.27
Professional Services			$ 52,124.00	$ 52,124.00
Supplies & Materials		$ 5,909.09	$ 1,630.91	$ 7,540.00
Space		$ 5,000.00	$ 76,180.00	$ 81,180.00
Equipment		$ 5,000.00	$ 10,530.00	$ 15,530.00
Travel			$ 1,200.00	$ 1,200.00
Other Costs			$ 600.00	$ 600.00
Direct Program Costs	$ 54,131.62	$ 90,909.09	$ 289,841.56	$ 434,882.27
Indirect Costs	$ 5,413.16	$ 9,090.91	$ 28,984.16	$ 43,488.23
Total	**$ 59,544.78**	**$ 100,000.00**	**$ 318,825.72**	**$ 478,370.50**

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

SUBRECIPIENT AGREEMENT

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CDBG-2026-HCS-01 (ALN 14.218)

EXHIBIT C

Reimbursement Request Cover Letter (Monthly)

(Example Form Attached)

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Exhibit C

Reimbursement Request Cover Letter

Program Year 2026

Agency Name

Expenditure Month/Year

Project Name

Request Date

Neighborly Case ID #

Request Amount

Prepared by (Agency Staff Member):

Name

Title

Signature

Date

Reviewed by (Agency Staff Member):

Name

Title

Signature

Date

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

SUBRECIPIENT AGREEMENT

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And

Native American Connections

For
"West Valley Housing Assistance Center Operations"

Community Development Block Grant
CDBG-2026-HCS-01 (ALN 14.218)

EXHIBIT D

Subrecipient Progress Report (Monthly)

(Example Form Attached)

Exhibit D

Part 1 - Goals

No data saved

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Report Id:

Provide progress achieved in accomplishing the following goals / objectives

1. Overnight Shelter (03T)

How many individuals experiencing homelessness received overnight shelter during the month?

Progress	
Difficulties Encountered	
Planned Activity Next Period	

2. Public Services (05)

How many low-to-moderate individuals received Public Services within the month?

Progress	
Difficulties Encountered	
Planned Activity Next Period	

3. Supportive Services

How many West Valley individuals received support services during the month?

Progress	
Difficulties Encountered	
Planned Activity Next Period	

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Part 2 - Accomplishments

No data saved

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Report Id:

Accomplishments

Only click Complete and Submit on this step once Accomplishments have been provided.

Total Number of Persons Assisted	
Total Number of Unique Persons Assisted this Month	
Total	0

Beneficiaries - Income	
Number of Extremely Low Income persons assisted (<30% AMI)	
Number of Extremely Low Income Persons Assisted (presumed benefit)	
Number of Low Income persons assisted (30%-50% AMI)	
Number of Moderate Income persons assisted (50% - 80% AMI)	
Total	0

Beneficiaries - Race/Ethnicity	
White - Hispanic	
White - Non-Hispanic	
Black/African American - Hispanic	
Black/African American - Non-Hispanic	
Asian - Hispanic	
Asian - Non-Hispanic	
American Indian/Alaskan Native - Hispanic	
American Indian/Alaskan Native - Non-Hispanic	
Native Hawaiian/Other Pacific Islander - Hispanic	
Native Hawaiian/Other Pacific Islander - Non-Hispanic	
American Indian/Alaskan Native & White - Hispanic	
American Indian/Alaskan Native & White - Non-Hispanic	
Asian & White - Hispanic	
Asian & White - Non-Hispanic	
Black/African American & White - Hispanic	
Black/African American & White - Non-Hispanic	
Am. Indian/Alaskan Native & Black/African American - Hispanic	
Am. Indian/Alaskan Native & Black/African American - Non-Hispanic	
Other Multi-Racial - Hispanic	
Other Multi-Racial - Non-Hispanic	
Total	0

Public Services (05)	
Total Number of Persons Assisted	

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Of the Total Persons Assisted, the Number with New or Continuing Access to a Service or Benefit	
Total	0

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Part 3 - Narrative

No data saved

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Report Id:

Part 3 - Narrative

Please provide the following information.

Brief Summary of Program/Project Progress

Success

Challenges/Barriers

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Part 4 - Supporting Documents

No data saved

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Report Id:

Part 4 - Supporting Documents

Please provide the following information.

☐ **Supporting Documents**

***No files uploaded*

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Submit

No data saved

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Report Id:

CERTIFICATION: I hereby certify that the information contained in this Monthly Report is accurate and the project/program is operating in accordance with the terms and conditions set forth in the AGREEMENT by and between the city and the above named agency which I represent.

Signature
***Not signed*

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

SUBRECIPIENT AGREEMENT

Between the City of Surprise

And

Native American Connections

For
"West Valley Housing Assistance Center Operations"

Community Development Block Grant
CDBG-2026-HCS-01 (ALN 14.218)

EXHIBIT E

Project Proposal/Application

(Project Application Attached)

Exhibit E

Program Overview

Completed by j.jennings@nativeconnections.org on 7/2/2026 1:09 PM

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Address: 3216 N 3rd St, Phoenix, AZ 85012

Program Overview

Please review the following information.

Thank you for your interest in partnering with the City of Surprise Human Service and Community Vitality (HSCV) Department and its Housing & Community Services Division for administration of the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships programs.

The goal of these Department of Housing & Urban Development (HUD) programs is to develop viable urban communities, provide decent housing, create suitable living environments, and expand economic opportunities for low- and moderate-income persons. Much of this work is being done by subrecipients working on behalf of the City of Surprise.

A subrecipient, as defined at 2 CFR 200.1, is an entity that receives a subaward from a pass-through entity to carry out part of a Federal award.

As a potential HUD funding subrecipient, your organization is an indispensable part of the Entitlement programs. Subrecipients ensure the programs serve the diverse communities, groups, and individuals it is intended to serve. Your participation provides:

- Knowledge of and access to the specific neighborhoods and beneficiaries
- Expanded technical and managerial capabilities
- Greater citizen engagement with the intended beneficiaries in the design and delivery of services.

HUD and the City of Surprise expect that, as a subrecipient, you will:

- Comply with all applicable Federal requirements.
- Document your performance.
- Follow effective management practices.

The City of Surprise believes an effective federal funded program depends on its ability to develop cooperative, problem-solving relationships with subrecipients. The City will utilize the following key concepts to develop good relationships with subrecipients:

- **Develop Supportive Partnerships**
  Your subrecipients are your partners, not your adversaries. Focus your efforts on providing service and management support to your subrecipients. Avoid "us-them" adversarial relationships and "management by intimidation." If they succeed, you both benefit.
- **Focus on Continuous Improvement**

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

View monitoring as an opportunity to provide technical assistance and support to your subrecipients. Help them carry out program activities in a timely manner, achieve their goals, and improve their services.

- **Communicate**
  Openly and consistently communicate with your subrecipients to develop a complete understanding of what you both want to achieve. Reinforce the rules of the program. Recognize achievements. Acknowledge mistakes.
- **Emphasize Prevention, Not Cure**
  Develop agreements around screening, risk assessment, selection, orientation, monitoring, performance standards, and penalties for non-performance which can help you and your subrecipients attain your shared performance objectives and comply with federal regulations
- **Concentrate on Process**
  Check in periodically with your subrecipients to confirm that they are complying with program regulations and meeting their performance goals.

The first step in the process of selecting subrecipients for possible award of funds is conducting pre-award assessments. The City will use this application process to formally assess prospective (and current) subrecipients before making any federal awards. The assessment process helps to evaluate the monitoring and technical support needs of subrecipients and balance them with available administrative resources.

The application will help the City to assess potential subrecipients on both the quality of project and the capacity of the subrecipient to carry it out. When evaluating the capacity of an organization and the quality of their proposal, the City will examine:

- The nature of the activity,
- Whether the proposed plan for carrying out the activity is realistic,
- The organization's ability to do the work in a timely manner, and
- The possibility of any potential conflicts of interest.

Please complete the application fully to the best of your ability so that the City can fully evaluate your organization and its proposed activity. When answering the questions and providing the requested information, be sure the evaluators can determine at a minimum the following:

- Does the organization qualify as a Subrecipient?
- Are the activities eligible for funding?
- Does the activity meet a National Objective?
- Is the Design of the proposed activity appropriate?
- Does the organization have the capacity to complete the activity proposed?

The City will utilize the below scoring criteria to evaluate your proposal. The scoring is not the deciding factor in selecting potential subrecipients, but a tool used for evaluating subrecipients as described above.

Scoring Criteria Link

Utilize the below links to access information that will help to build your program and respond to the questions.

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Federal Register :: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
eCFR :: 24 CFR Part 570 -- Community Development Block Grants
CDBG Laws and Regulations - HUD Exchange
HOME Laws and Regulations - HUD Exchange
Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems - HUD Exchange

Please select the funding opportunity you are applying for:
PY2026 CDBG or HOME Funding

A. Agency Contact Information

Completed by j.jennings@nativeconnections.org on 6/12/2026 9:13 AM

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Address: 3216 N 3rd St, Phoenix, AZ 85012

Agency/Organization Information

Please provide the following information.

A.1. Agency Name
Native American Connections

A.2. Agency Lead Name
Trula Breuninger

A.3. Agency Lead Title
President & CEO

A.4. Telephone Number
(602) 254-3247

A.5. Email Address
T.Breuninger@nativeconnections.org

A.6. Agency Address
3216 N 3rd St Phoenix, AZ 85012

A.7. Federal Tax ID #
860,293,585

A.8. Unique Entity ID (SAM)
UYAHK4KGL617

A.9. Organization Type
Neighborhood-based nonprofit organization

A.10. Primary Contact Name
Jennifer Jennings

A.11. Primary Contact Title
Senior Director of Real Estate Development

A.12. Telephone
(602) 206-2081

A.13. Email Address
J.Jennings@nativeconnections.org

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

B. Agency Information

Completed by j.jennings@nativeconnections.org on 6/30/2026 9:36 AM

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Address: 3216 N 3rd St, Phoenix, AZ 85012

B. Agency Information

Please provide the following information.

ORGANIZATIONAL CAPACITY

B.1. Agency Mission statement?
Our mission, grounded in traditional Native American culture, is to reduce health disparities by delivering high-quality, comprehensive integrated healthcare and providing stable housing throughout the communities we serve.

B.2. Agency's Incorporation date?
11/13/1972

B.3. Estimated total agency Fiscal Budget for the current fiscal year?
$17,000,000.00

B.4. Does your agency budget show a surplus or deficit?
Surplus

Please explain:
NAC operates within industry standard ratios with respect to cash flow by ensuring that all property-specific or organizational debt service coverage rates are met. We operate within our budget and maintain reserves in all business lines.

B.5. Is there a significant change in your budget from the previous year?
Yes

Please explain:
In 2024 we received a few very large one-time donations.

B.6. Total Number of agency staff (full time equivalents)?
200

PAST PERFORMANCE

B.7. If your agency has received federal funding including CDBG, HOME, ESG, etc. funding in the past, describe how you were able to use those funds in a timely manner. Was your agency able to meet the proposed goals of that activity and why or why not? Was your agency in compliance with all local, state, and federal regulations and requirements?
NAC has utilized federal funding since the 1980's with our first affordable housing community called Whispering Palms, a 20-unit shelter facility that NAC acquired and renovated utilizing Emergency Shelter Grant ("ESG") funds from the City of Phoenix. Since that time, NAC has worked with not only the City's of Phoenix, Glendale, Mesa and also other local and

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

federal government sources like Maricopa County, Maricopa Association of Governments, the Arizona Department of Housing, and the U.S. Department of Housing. Through these various entities, NAC has managed the development and operating compliance for various federal funds like HOME, CDBG, Continuum of Care, ESG as well as major government funding programs during economic and pandemic relief like Housing and Economic Recovery Act (HERA) of 2008 and COVID-19 relief programs. Please see NAC's most recent Single Audit Report that reflects this compliance.

B.8. If your agency has not used federal funding sources in the past, describe experience with other grant funds (especially federal grants), whether the funds were used in a timely manner, if the proposed goals of the project were met, and if all local, state, and federal regulations and requirements were met.
N/A

B.9. Explain past achievements in carrying out similar projects and evidence of successful record of meeting proposed budgets and timetables.
I have attached NAC's portfolio of housing, shelter and bridge communities/programs. All of our properties were developed by NAC and continue to have NAC staff as property management, compliance and provide social services. Two of our properties have successfully completed their affordability period with two more being released by their syndicators. We will have another 3 come out of syndication in 2026. All properties meet debt service ratio's required by funding and cash flow to support property operations.

C. Project Information

Completed by adam.lane@surpriseaz.gov on 7/6/2026 11:32 AM

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Address: 3216 N 3rd St, Phoenix, AZ 85012

C. Project Information

Please provide a thorough description of the project (by answering the "who," "what," "when," and "where" questions about your project). Do not assume the reader knows anything about the project.

Is this application for?

☑ **CDBG**

☐ **HOME**

MEETING NATIONAL OBJECTIVES

Projects must be in conformance with being a CDBG-eligible activity and must meet at least one of the CDBG national objectives. Please answer the following (click on box to check):

C.1. Which national objective will the proposed project meet?

Benefit primarily low- and moderate-income residents of the City - Limited Clientele

C.2. Please provide a description of the activity your agency will provide to residents within the City of Surprise. Locate the applicable Matrix Code to indicate your agency's program activity as an eligible project. Please provide reasoning for your selection.

Activity	Description	Matrix Code	Reason
Resource Navigation	Native American Connection provides resource navigation for individuals experiencing homelessness or at risk of homelessness who walk into the center.	03T Operation of Homeless/AIDS Patients Programs	WVHAC activities include both Matrix Code 03T (Homeless Programs) and 05Z (Other Public Services) because the center provides homeless services, housing navigation, and supportive service coordination.
Shelter Facility Management	NAC will provide facility management of the non-congregate shelter. PRM will provide case management for the clients.	03T Operation of Homeless/AIDS Patients Programs	WVHAC activities include both Matrix Code 03T (Homeless Programs) and 05Z (Other Public Services) because the center provides homeless services, housing navigation, and supportive service coordination.

C.3. Which eligible activity does your activity fall under?

Public Services

C.5. Please list the name of staff and contact information whom will be responsible for administration of this contract.

Name	Title	Email	Duties Assigned
Lindsay Brown	Director of Housing Services	L.Brown@Nativeconnections.org	Oversee site staff, services and partnerships
Lisa Roth	Director of Complaince and Asset Management	L.Roth@nativeconnections.org	Oversee maintenance, facilities and security
Jennifer Jennings	Senior Director of Real Estate Development	J.Jennings@nativeconnections.org	Oversee program compliance and budget

C.6. What is your Project's name?
West Valley Housing Assistance Center

C.7. Please provide a general overview of your project, including what you are planning to achieve and how you are planning to carry out the project.
NAC is planning to operate the West Valley Housing Assistance Center (WVHAC) as a phased project that begins as a primary heat relief and day resource center and expands into a comprehensive housing assistance and coordinated service hub.

Initially, the project will focus on providing critical heat relief services for individuals and families experiencing homelessness or housing instability. This includes access to a safe, climate-controlled indoor environment, hydration resources, and immediate connection to basic needs. This phase addresses urgent health and safety risks associated with extreme heat while establishing WVHAC as a trusted and accessible community resource.

As operations are established, NAC will build out additional services to create a coordinated, low-barrier access point for housing stabilization and supportive services. Core services will include housing navigation, homelessness prevention and diversion assistance, coordinated entry support, entitlement enrollment services (including SNAP, AHCCCS, SSI/SSDI), and referrals to shelter, homebuyer education resources, and permanent housing opportunities.

A key component of the project is the recruitment and coordination of community partners who will utilize the facility to deliver onsite services to targeted populations. These partners may include behavioral health providers, workforce development organizations, veteran service providers, and other community-based organizations. This approach creates a collaborative environment where individuals can access multiple services in one location, improving service delivery and outcomes.

WVHAC also includes onsite emergency shelter units that will be operated by Phoenix Rescue Mission (PRM) under a formal Memorandum of Understanding (MOU) with Native American Connections. Under this agreement:
• Native American Connections (NAC) is responsible for facility operations, maintenance, safety, and overall site management
• Phoenix Rescue Mission (PRM) is responsible for shelter operations, including participant intake, case management, supervision, and housing outcomes for individuals residing in the units
• NAC will not prepare or serve meals. Participants will be connected to community meal providers and food resources through partner agencies.
• This partnership allows WVHAC to function as a coordinated site where facility operations, day services, and shelter access are aligned, while maintaining clear roles and responsibilities between service providers.

NAC will not provide direct shelter case management but will coordinate facility use and support overall site functionality, while PRM will manage all shelter participants and services.

NAC will recruit, train, supervise, and coordinate volunteers to support reception, resource navigation, and facility operations. All staff and volunteers will receive training in trauma-informed care, de-escalation, CPR/First Aid, mandatory reporting, communicable disease protocols, emergency procedures, and cultural competency.

The project will be carried out through a combination of direct service delivery, facility operations, and coordinated partnerships. Staff will manage day-to-day operations, intake, referrals, and service navigation, while community partners and PRM deliver specialized services onsite. The MOU framework ensures strong coordination, clear accountability, and efficient use of the facility.

NAC will provide or contract for overnight security services to support evening shelter operations and ensure facility safety.

Through this phased and partnership-driven approach, the project is designed to achieve both immediate and long-term outcomes, including reducing exposure to extreme heat, increasing access to services, improving coordination across providers, and supporting individuals and families in achieving housing stability and self-sufficiency.

WVHAC is projected to serve approximately 600 unduplicated individuals annually through a combination of housing navigation, homelessness prevention, supportive services, coordinated entry, heat relief, and community resource referrals. Approximately 100 individuals are expected to receive emergency shelter services in the seven non-congregate shelter units operated by Phoenix Rescue Mission. Because participants often receive multiple services during their engagement with WVHAC, the estimated service counts shown below represent participation by service type and do not total 600. These estimates reflect anticipated service utilization and may be refined as operations mature.

Total Unduplicated Persons Served 600
Emergency Shelter (Operated by Phoenix Rescue Mission) 100
Housing Navigation & Housing Stabilization 450
Coordinated Entry Assessments 350
Diversion & Homelessness Prevention 200
Public Benefits Enrollment 250
Employment & Workforce Services 150
Behavioral Health & Medical Referrals 175
Transportation Assistance 200
Identification & Vital Documents 125
Financial Literacy & Budgeting 150
Heat Relief & Hydration Services 400
Community Resource Referrals 500

C.8. Project Location. Please be as specific as possible.
12779 W Grand Ave., Suprise AZ 85374

C.9. Target Population. Who is the target population to be served and how will their needs be addressed through this project?

Will serve individuals and families experiencing homelessness across the West Valley by providing a centralized access point for housing resources, basic needs assistance, community partner access point and supportive services. The target population includes households facing housing instability, those at risk of homelessness, and individuals and families seeking pathways to permanent housing. Through the assistance center model, participants receive housing assessments, referrals, benefits navigation, connections to community resources, and coordinated support designed to address barriers such as unemployment, limited income, transportation challenges, healthcare needs, and access to stable housing. By bringing housing and supportive service partners together in one location, WVHAC helps individuals and families quickly access the resources they need, improve housing stability, and move toward long-term self-sufficiency.

Incomes. Please indicate the income of the beneficiaries (households) to be served through the proposed project. The most current HUD Income Limits are listed below: HUD Income Limits table

HUD Income limits

Income Group (Area Median Income)	Number of Beneficiaries	% of Total Beneficiaries
		0.00%
30% of AMI	400	66.70%
31%-50% of AMI	100	16.70%
51%-80% of AMI	50	8.30%
}}80% of AMI	50	8.30%
>80% of AMI		0.00%
Total	600	100.00%

UNITS/ACCOMPLISHMENTS

C.10. Will your agency serve persons or households?

Persons

C.11. Number of unduplicated Surprise LMI persons or households who currently benefit from this service:

0

C.12. Proposed number of unduplicated Surprise LMI persons or households who will benefit if funding is awarded:

600

How was this need determined?

Need was determined through the Maricopa Regional Continuum of Care Point-in-Time Count, HMIS utilization data, City of Surprise Consolidated Plan priorities, increasing requests for housing navigation services in the West Valley, and documented gaps in coordinated homeless services and heat relief resources.

C.13. How will completion be measured and documented?

NAC will track days of operation, drop-in visitors, hydration station utilization, heat relief participation, partner participation, volunteer hours, and security incidents. NAC will document participants' jurisdiction of origin, when available, to support regional reporting while ensuring equitable access regardless of residency. NAC will coordinate

with Phoenix Rescue Mission to obtain aggregate shelter utilization, bed nights, occupancy, exits, and housing outcome data for required reporting. NAC will track unduplicated individuals and households served, housing navigation activities, referrals, diversion assistance, and coordinated entry services.

C.14. How will receiving funding enable the benefiting individuals to achieve self-reliance in future years?
Funding for the West Valley Housing Assistance Center will enable individuals and families experiencing homelessness or housing instability to achieve greater self-reliance by providing timely access to housing resources, benefits navigation, employment and income supports, financial counseling, and connections to community-based services. By helping participants address barriers to stable housing, increase access to income and benefits, develop financial management skills, and connect with long-term support systems, the project equips them with the tools needed to maintain housing stability and improve their overall well-being. The Assistance Center's coordinated, client-centered approach promotes self-sufficiency by empowering individuals and families to secure permanent housing, strengthen economic independence, and reduce their reliance on crisis services in future years

NEED AND VALUE TO COMMUNITY

C.15. Project Schedule

Must be specific to how your goals will be met (See Example)

Project Milestone	Estimated Completion Date	Comments
Execute Agreement	08/03/2026	
Open Center to Heat Relief	08/10/2026	
PRM Begin Shelter Occupation	08/10/2026	
Add Program Partners	09/07/2026	
Volunteer Recruitment	08/17/2026	
First Report	09/10/2026	
Final Report	07/09/2027	
Final Reimbursement	07/12/2027	

C.16. Provide information and sources on how the need for this activity was determined. For example, describe waiting lists of Surprise residents and demographic data on potential beneficiaries.
The need for the West Valley Housing Assistance Center is demonstrated by rising homelessness across Maricopa County, where the 2025 Point-in-Time Count identified 9,734 individuals experiencing homelessness, the highest number recorded to date. The Center addresses a critical gap in the West Valley by providing housing navigation, referrals, coordinated entry, and supportive services for individuals and families experiencing homelessness or housing instability. Demand for these services remains strong, with WVHAC expected to serve approximately 600 unduplicated individuals annually, including approximately 100 individuals utilizing emergency shelter services operated by Phoenix Rescue Mission and approximately **500 individuals accessing day resource center, housing navigation, and supportive services coordinated by Native American Connections.

C.17. Explain how this proposal addresses one or more of the goals and objectives identified in the City of Surprise PY2025-2029 Consolidated Plan. Projects will receive more points if multiple goals and those of higher priority are addressed.
This proposal directly supports several high-priority goals and objectives identified in the City of Surprise PY2025–2029 Consolidated Plan. The West Valley Housing Assistance Center advances the goal to Promote Housing Equity by operating a Housing Resource Center with Housing Navigation Services, a high-priority activity that connects residents experiencing homelessness or housing instability to housing resources, benefits, and supportive services. The project also supports the goal to Keep People Housed by providing services for individuals experiencing homelessness, including housing navigation, coordinated entry and referrals. Additionally, the project promotes Economic

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Empowerment and Financial Resilience by connecting participants to employment resources, benefits assistance, financial counseling, and other services that improve long-term housing stability and self-sufficiency. By addressing multiple high-priority objectives within the Consolidated Plan, the WVHAC helps expand access to housing resources and improve outcomes for low- and moderate-income residents throughout Surprise and the West Valley.

PARTNERING/ COMPLIMENTING/ DUPLICATION OF SERVICES

C.18. Explain evidence of coordination of this application with other organizations to complement and/or support the proposed project.

Native American Connections (NAC) has demonstrated its ability to successfully coordinate with community partners to enhance services for individuals and families experiencing homelessness through formal collaborative agreements and integrated service delivery models. As evidenced by its Memorandum of Understanding with Phoenix Rescue Mission, NAC leverages strategic partnerships to combine facility operations, housing resources, and supportive services, creating a comprehensive response to homelessness. Under this collaboration, NAC provides and manages the housing assistance center and facility infrastructure, while Phoenix Rescue Mission delivers shelter operations, case management, housing stabilization services, and participant support. NAC and PRM will maintain written procedures governing shelter referrals, communication, occupancy coordination, facility access, and operational responsibilities. This partnership model allows NAC to maximize community resources, avoid duplication of services, and ensure clients have access to a continuum of care that includes housing navigation, supportive services, and connections to community-based resources. Through its established relationships with service providers, local governments, and nonprofit organizations, NAC is well-positioned to coordinate services that improve housing stability and promote long-term self-sufficiency for vulnerable residents.

C.19. Explain collaborative relationships with other agencies.

NAC maintains collaborative relationships with a broad network of community partners to ensure individuals and families have access to comprehensive services that address housing stability, food security, healthcare, employment, behavioral health, and other critical needs. Through coordinated referrals, resource sharing, and ongoing partnership development, NAC leverages community resources to provide a seamless continuum of care that addresses both immediate needs and long-term self-sufficiency goals. In response to reductions in services available through 2-1-1, NAC is expanding its resource navigation efforts to provide enhanced information and referrals for individuals experiencing domestic violence and other crisis situations, helping ensure vulnerable residents can access appropriate safety resources, and supportive services. These collaborative efforts enhance service delivery, reduce duplication of services, and improve outcomes for vulnerable populations.

C.20. Explain plans to develop linkages with other programs and projects to coordinate activities or solutions that are holistic and comprehensive

WVHAC will accept referrals from self-referrals, municipalities, law enforcement, healthcare providers, schools, behavioral health providers, outreach teams, nonprofits, faith-based organizations, and other community partners. Native American Connections (NAC) has established strong partnerships that support a holistic and comprehensive approach to serving individuals and families experiencing homelessness and housing instability. NAC collaborates with organizations such as St. Mary's Food Bank to provide food assistance and basic needs resources, Waste Not to reduce food insecurity through food recovery and distribution, Wells Fargo Foundation and Home Depot Foundation to support community development, housing stability, and neighborhood revitalization efforts. In addition, NAC maintains partnerships with housing providers, healthcare organizations, behavioral health agencies, employment programs, and local governments to ensure participants can access a broad range of services. These linkages allow NAC to coordinate resources and referrals that address immediate needs such as food, shelter, and healthcare while also supporting long-term goals related to housing stability, employment, financial well-being, and self-sufficiency. By leveraging these collaborative relationships, NAC provides an integrated continuum of care that helps participants

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achieve lasting positive outcomes.

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D. Budget and Proforma

Completed by adam.lane@surpriseaz.gov on 7/6/2026 11:19 AM

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Address: 3216 N 3rd St, Phoenix, AZ 85012

D. Budget and Proforma

ALL REQUESTED DOCUMENTATION MUST BE INCLUDED IN YOUR EXHIBIT. If you do not understand what is being requested, please submit written questions prior to the applicable deadline.
Attach a detailed project budget showing all sources and uses of funds. Attach funding commitment letters where available or a list of funding applications to other sources previously submitted.

Is this application for?

☑ **CDBG**

☐ **HOME**

D.1. Total Project Cost:
$478,380.50

D.2. Project Proposal Request:
$100,000.00

D.3. Project Budget Summary: Please provide the following information regarding the total project cost. Include City-funded and non City-funded items in the "Total" column. Fill in all applicable line items. Total funding should match D.1.

Budget Item	Total Cost	City Funding- CDBG	City Funding- Home	Other Funding*
Direct Personnel	$276,718.27	$90,909.09	$0.00	$185,809.18
Communication	$0.00	$0.00	$0.00	$0.00
Supplies & Materials	$7,540.00	$0.00	$0.00	$7,540.00
Space	$81,180.00	$0.00	$0.00	$81,180.00
Utilities	$0.00	$0.00	$0.00	$0.00
Equipment	$15,530.00	$0.00	$0.00	$15,530.00
Insurance	$0.00	$0.00	$0.00	$0.00
Travel	$1,200.00	$0.00	$0.00	$1,200.00
Professional Services	$52,124.00	$0.00	$0.00	$52,124.00
Acquisition	$0.00	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00	$0.00
Fees	$600.00	$0.00	$0.00	$600.00
Indirect Costs	$43,488.23	$9,090.91	$0.00	$34,397.32
Total	$478,380.50	$100,000.00	$0.00	$378,380.50

D.4. Funding Sources (if applicable)

*Name of Lender or Source of Funds	Amount	Funding Type (Grant/Loan)	Interest Rate	Amortization Term (Yrs)	Actual/Projected Commitment Date

	$0.00				

☑ **Letters of commitment for other funding sources.** ***Required**

Cash Match Letter CDBGv2.docx

☑ **Pro Forma**

Copy of Proposed 26-27 JJ v4 drop in PRM 06302026.xlsx

D.5. Explain why you consider your program costs to be reasonable.

NAC considers its program costs to be reasonable because funding is used primarily for direct services that support individuals and families experiencing homelessness or housing instability, including staffing, resource navigation, facility operations, and participant support services. NAC leverages existing community partnerships, in-kind contributions, volunteer support, and multiple funding sources to maximize resources and avoid duplication of services. The organization has extensive experience managing federally, state, local, and private grant funding and utilizes established financial controls and monitoring processes to ensure funds are spent efficiently and cost-effectively. This approach allows NAC to deliver high-quality services, reach a large number of beneficiaries, and achieve measurable outcomes while maintaining responsible stewardship of public and private resources.

D.6. If you indicated expenses for Direct Personnel in D.3 above, detail all of the positions to be covered under the grant award.

Position	Currently filled or to be filled?	% of Project
Program Supervisor	Filled	0.25%
Program Manager	not filled	100.00%
Senior Director	Filled	0.10%
Housing Navagator	Filled	100.00%
Maintenance/Janitor	not filled	100.00%
Weekend Support parner	not filled	100.00%

D.7. Indicate the specific amount of your organization's reserve funds and describe the adequacy of these funds to pay invoices that would subsequently be reimbursed from the federal grant source. (Note: The City of Surprise issues federal grant funds from applicable sources for approved project costs on a reimbursement basis only.)

NAC maintains a cash reserve of over 2 million to pay for affordable development and grant funded projects. NAC will use cash reserves to fund
the account pending reimbursement. See most recent audited financial statement

D.8. Discuss specific plans and funding for maintaining the project beyond the period supported by grant funds.

NAC will seek additional support through other West Valley municipalities, grant opportunities and fund raising.

D.9. Delineate below your agency's principal funding sources for this program for the current program year. Identify and explain other funding sources that are or are not available to fund this activity:

N/A

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D.10. Are other funding options available? Explain direct match dollars, as well as funds that will be leveraged by the use of federal grant funds.
We have been speaking to donors about the opportunity and looking for additional funding options.

D.12. Do you anticipate this project generating Program Income (24 CFR 570.500)?
No

D.13. If question 11 was yes, how much Program Income do you anticipate during this program year?
$0.00

D.14. How will you track and report the Program Income?
N/A

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E. Federal Requirements

Completed by j.jennings@nativeconnections.org on 7/2/2026 4:01 PM

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Address: 3216 N 3rd St, Phoenix, AZ 85012

E. Federal Requirements

Please provide the following information.

Is this application for?

☑ **CDBG**

☐ **HOME**

GENERAL COMPLIANCE & CERTIFICATIONS

E.1. Does your organization have policies and procedures in place to ensure compliance with all applicable federal laws and regulations, including those listed in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)?

Yes

E2. Has your organization ever been suspended or debarred from receiving federal funds?

No

If yes please explain

FAIR HOUSING, CIVIL RIGHTS & EQUAL OPPORTUNITY

E.3. How will your project affirmatively further fair housing (AFFH) and comply with Title VI of Civil Rights Act, the Fair Housing Act, and Section 504 of the Rehabilitation Act?

NAC will affirmatively further fair housing by ensuring that all individuals have equal access to services, housing resources, and referrals regardless of race, color, national origin, religion, sex, disability, familial status, age, gender identity, sexual orientation, or other protected characteristics. The project complies with Title VI of the Civil Rights Act, the Fair Housing Act, and Section 504 of the Rehabilitation Act by providing services in a nondiscriminatory manner, maintaining accessible facilities, offering reasonable accommodations for individuals with disabilities, and providing language assistance when needed. NAC staff receive ongoing training in fair housing principles, and staff attend Fair Housing certification training annually to ensure compliance with applicable laws and best practices. Through equitable service delivery, culturally responsive practices, and efforts to reduce barriers to housing access, NAC helps ensure that all residents have the opportunity to obtain safe, stable housing and supportive services.

E.4. Describe how your organization ensures accessibility in compliance with Section 504 and the Americans with Disabilities Act (ADA)

NAC ensures accessibility by providing services in facilities that are accessible to individuals with disabilities and by offering reasonable accommodations to ensure equal access to programs and services. The organization complies with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), the Fair Housing Act, and other applicable accessibility requirements. NAC staff assist participants with overcoming barriers to access, including

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providing language assistance, accessible communication methods, and referrals to specialized resources when needed. Staff receive ongoing training on fair housing, accessibility, and cultural responsiveness, including annual Fair Housing certification training. Through these practices, NAC strives to create an inclusive, welcoming environment where all individuals can effectively access housing resources, supportive services, and community opportunities.

E.5. How does your organization ensure compliance with Equal Employment Opportunity (EEO) requirements?
NAC ensures compliance with Equal Employment Opportunity (EEO) requirements by maintaining and enforcing employment policies that prohibit discrimination and promote equal opportunity in all aspects of recruitment, hiring, training, compensation, promotion, and employment practices. Employment decisions are made without regard to race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other protected characteristic. NAC provides regular staff training on diversity, equity, inclusion, harassment prevention, and workplace conduct, and maintains procedures for reporting and addressing discrimination or harassment concerns. Through these practices, NAC fosters an inclusive workplace that values diversity and ensures compliance with all applicable federal, state, and local EEO requirements.

LABOR STANDARDS (DAVIS-BACON AND RELATED ACTS)
E.6. Is your project subject to Davis-Bacon and Related Acts
No

If yes, how will you ensure compliance with with Davis-Bacon and Related Acts (DBRA) and the Contract Works Hours and Safety Standards Act (CWHSSA)

UNIFORM RELOCATION ACT (URA) AND SECTION 104(D)
E.7. Will the project require temporary or permanent relocation of residents or businesses
No

If yes, describe how your organization will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)

LEAD-BASED PAINT & HEALTHY HOMES
E.8. Will the project involve Pre-1978 Housing?
No

E.9. If applicable, how will your organization comply with HUD'S Lead-Based Paint Poisoning regulations at 24 CFR Part 35? Describe your organization's policies for testing, notification, and clearance of lead hazards.

RECORDKEEPING, MONITORING & REPORTING
E.10. How will your organization maintain and retain records to demonstrate
NAC maintains comprehensive records and documentation systems to demonstrate compliance with all applicable federal, state, local, and grant requirements. The organization retains program, financial, client, personnel, training, and operational records in accordance with established record-retention policies and funding source requirements. Documentation is maintained in secure electronic and physical files and includes service data, performance outcomes, financial expenditures, staff training records, fair housing and EEO compliance documentation, and required reporting materials. NAC conducts regular monitoring and oversight to ensure records are accurate, complete, and readily

available for audits, monitoring visits, and compliance reviews, demonstrating accountability and responsible stewardship of grant funds.

E.11. Is the proposed project subject to the Build America, Buy America Act (BABA) requirements (Pub.L..117-58, 2 CFR 184, and Add CPD-25-01 link)?
No

if yes, please describe:

How the project will ensure compliance with BABA's domestic content procurement requirements for iron, steel manufactured products and construction materials:

Any waivers anticipated or requested; and

The internal controls or procurement procedures that will be used to verify and document compliance (e.g contractor certifications, material sourcing documentation, or verification checklists)

If no, please explain why the project is not subject to BABA (e.g, project type, funding source exemptions, or non-construction activity)

Links: BABA FAQs - HUD Exchange

Build America, Buy America Act - HUD Exchange

E.12. Is this project or activity subject to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)?
No

If yes, please describe how your organization will ensure compliance with section 3 requirements. Include the following information:

How you will provide employment, training, and contracting opportunities to Section 3 workers and businesses:

Your methods for outreach and documentation.

How compliance will be monitored and reported throughout the project; and

Any partnerships or plans to engage Section 3-certifies businesses or workforce development programs.

Link: Section 3 - HUD Exchange

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E.13. Describe how your project will comply with HUD environment review requirements under 24 CFR Part 58. Include the following:

Who will be responsible for preparing and submitting environmental clearance.

How your organization will ensure no "choice-limiting actions" (as defined in s58.22) occur before the City issues a Release of Funds; and

Any known environmental factors that may affect the project site (e.g floodplain, contamination, historic properties, noise or airport zones)

NAC will comply with HUD environmental review requirements under 24 CFR Part 58 by ensuring that all applicable environmental review and clearance requirements are completed prior to the obligation or expenditure of HUD funds. Because the project primarily consists of public services and housing resource navigation activities, NAC will work closely with the City of Surprise, as the Responsible Entity, to determine the appropriate level of environmental review and documentation required. The City of Surprise will be responsible for preparing, conducting, and submitting the environmental review and obtaining environmental clearance, while NAC will provide any project information and supporting documentation necessary to facilitate the review process. No HUD-funded activities will commence until all required environmental approvals have been obtained and documented.

Link: Orientation to Environmental Reviews - HUD Exchange

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F. Required Documents

Completed by j.jennings@nativeconnections.org on 7/2/2026 4:53 PM

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Address: 3216 N 3rd St, Phoenix, AZ 85012

F. Required Documents

Please provide the following information.

Documentation

☑ **Current List of Board of Directors** *Required
NAC Board of Directors - 5-2026.pdf

☑ **Current Bylaws and Articles of Incorporation** *Required
NAC - Amended and Restated Bylaws.pdf

☑ **Organizational Mission Statement and/or Strategic Plan** *Required
Mission Vision Values.pdf

☑ **Designation of Authorized Official(s)** *Required
NACI-005-23 - CEO Breuninger - Transition (1).pdf

☑ **Authorization to Request Funds** *Required
NAC - Resolution WVHAC.docx

☑ **IRS Tax Determination Letter** *Required
NAC IRS 501(c)(3) Letter 05.20.2026.pdf

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☑ **Organizational Chart** ***Required**

NAC Organization Chart - 7.2.2026.pptx

☑ **Resume of Chief Program Administrator and Chief Fiscal Officer** ***Required**

Staff Resumes JJ.pdf

☑ **Resume of all positions listed in C.4 & D.6** ***Required**

Staff Resumes JJ.pdf
Director of Compliance & Asset Management jd.pdf
NAC Senior Leadership - 05222026.pdf

☑ **Job Descriptions of all positions listed in C.4 and D.6**

Director of Compliance & Asset Management jd.pdf
Sr Director of Housing Services updated dec 16 2025.pdf
Sr Director RED revised Final dec 17 2025.pdf
Project Coordinator v1.pdf

☑ **Financial Statement and Audit**

PUBLIC Native American Connections, Inc. and Subsidiares 2024 Final Financial Statements.pdf
PUBLIC Native American Connections, Inc. and Subsidiares 2024 Final Governance Letter.pdf

☑ **SAMS Registration** ***Required**

NAC Sam.gov 2025-2026 .pdf

☑ **Conflict of Interest Policy** ***Required**

NAC - HR Policy (conflict of interest).pdf

☑ **Non-Discrimination Policy** ***Required**

NAC - HR Policy (non-discrimintation).pdf

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☑ **Grievance/Termination Policy for Employees and Clients *Required**

02-20-26 81- NAC HR Policy Employee Grievance rev 02192026.pdf

☑ **Procurement Policy *Required**

NAC-Procurement Policy.pdf

☑ **Record Retention Policy *Required**

NAC - PM Policy (tenant file record retention).pdf

☑ **Confidentiality Policy- Protected Personal Information *Required**

NAC - PM Policy (tenant privacy and confidentiality).pdf

☑ **Certificate of Insurance (General Liability and Worker's Compensation) *Required**

HR Scan_07022026154524.pdf

☑ **Most Recent Audit (if federal expenditures exceed $750,000) or Statement of CPA (if federal expenditures do not exceed $750,000) *Required**

PUBLIC Native American Connections, Inc. and Subsidiares 2024 Final Financial Statements.pdf

☑ **Financial Status Report *Required**

PUBLIC Native American Connections, Inc. and Subsidiares 2024 Final Financial Statements (1).pdf

☑ **Chart of Accounts *Required**

Chart of Accounts _ Class Codes _ 3.4.2025 -Depts.xlsx

☐ **Documentation of Negotiated Indirect Cost Rate (if applicable)**

***No files uploaded*

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☑ **Project Budget**

Copy of Proposed 26-27 JJ v5 drop in PRM 06302026.xlsx

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Disclosures of Potential Conflicts of Interest

Completed by j.jennings@nativeconnections.org on 7/2/2026 4:54 PM

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Address: 3216 N 3rd St, Phoenix, AZ 85012

Disclosures of Potential Conflicts of Interest

Please provide the following information.

Are any of the Board Members or employees of the agency which will be carrying out this project, or members of their immediate families, or their business associates:

A. Employees of/or closely related to employees of the City of Surprise?
No

B. Members of/or closely related to members of the governing bodies of the City of Surprise?
No

C. Potential beneficiaries of the project/program for which funds are requested?
No

D. Paid providers of goods or services to the program or having other financial interest in the program?
No

If you have answered YES to any of the preceding questions, please explain below. The existence of a potential conflict of interest does not necessarily make the project ineligible for funding, but the existence of an undisclosed conflict may result in the termination of any grant awarded.

Agency Certifications

Completed by j.jennings@nativeconnections.org on 7/2/2026 4:55 PM

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Address: 3216 N 3rd St, Phoenix, AZ 85012

Agency Certifications

Please provide the following information.

In accordance with applicable statutes and regulations governing the City of Surprise Consolidated Plan, the undersigned Agency makes the following certifications:

☑ **Affirmatively furthering fair housing. Where applicable, the Agency will affirmatively further fair housing by abiding by the City of Surprise analysis that identifies impediments to fair housing choice within our jurisdiction; taking appropriate actions to overcome the effects of any impediments identified through that analysis; and maintaining records reflecting the actions in this regard.**

☑ **Anti-displacement and Relocation Plan. Where applicable, the Agency certifies that it will put into effect and will follow a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.**

☑ **Drug-free workplace. The Agency certifies that it will or will continue to provide a drug-free workplace by:**
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Agency's workplace and specifying the actions that will be taken against employees of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:

- **The dangers of drug abuse in the workplace;**
- **The Agency's policy of maintaining a drug-free workplace;**
- **Any available drug counseling rehabilitation, and employee assistance programs; and**
- **The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.**

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 above that, as a condition of employment under the grant, the employee will:

> **A. Abide by the terms of the statement; and B. Notify the Agency in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.5. Notifying Housing & Community Services (HCS) in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. The Agency, in the event that it is the employer of convicted employees, will provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless HCS has designated a central point for the receipt of such notices.**
> **6. Taking one of the following actions within 30 calendar days of receiving notice under subparagraph 4(b),**

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with respect to any employee who is convicted:

- **Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or**
- **Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.**

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6.

☑ **Anti-Lobbying. The Agency certifies to the best of its knowledge and belief that:**

- **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**
- **If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**
- **The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

☑ **Debarment and Suspension: Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency.**

☑ **Authority of jurisdiction. The Agency acknowledges that the City of Surprise Consolidated Plan is authorized under State and local law (as applicable), and that it possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.**

☑ **Consistency with Plan. The Agency certifies that the housing activities to be undertaken with CDBG funds are consistent with the Consolidated Plan.**

☑ **Acquisition and relocation. The Agency certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.4601), and implementing regulations at 49 CFR part 24.**

☑ **Section 3. The Agency certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S. C. 1701u), and implementing regulations at 24 CFR part 75.**

☑ **Use of funds. The Agency certifies that it complies with the following criteria: Maximum feasible priority. With respect to activities expected to be assisted with CDBG funds, the Agency certifies that it has given maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention of slums or blight.**

- **Overall benefit. The use of CDBG funds shall benefit persons of low and moderate income.**

☑ **Compliance with Anti-discrimination Laws. The grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations**

☑ **Compliance with Lead-Based Paint Procedures. The Agency certifies its notification, inspection, testing, and abatement of lead based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.**

☑ **Compliance with Laws. The Agency certifies that it will comply with applicable laws.**

Specific HOME Certifications

☑ **Eligible Activities and Costs. It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.**

☑ **Subsidy layering Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;**

Signature
Jennifer Jennings
Electronically signed by j.jennings@nativeconnections.org on 7/2/2026 4:55 PM

Docusign Envelope ID: 54186974-C04B-8CA3-808D-3DFF8B92D093

Submit

Completed by j.jennings@nativeconnections.org on 7/2/2026 4:55 PM

Case Id: 33989
Name: Native American Connections - WVHAC - 2026
Address: 3216 N 3rd St, Phoenix, AZ 85012

Submit

Once an application is submitted, it can only be "Re-opened" by an Administrator.

☑ **To the best of my knowledge, all information and data in this application are true and current. The document has been duly authorized by the governing board of the applicant.**

Signature
Jennifer Jennings
Electronically signed by j.jennings@nativeconnections.org on 7/2/2026 4:55 PM

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SUBRECIPIENT AGREEMENT

Between the City of Surprise

And

Native American Connections

For
"West Valley Housing Assistance Center Operations"

Community Development Block Grant
CDBG-2026-HCS-01 (ALN 14.218)

EXHIBIT F

Links to HUD Guidance on Administration of CDBG Funded Programs

HUD Programs Covered by the Housing Counselor Certification Requirements Final Rule - HUD Exchange

Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems - HUD Exchange

Basically CDBG for Entitlements - HUD Exchange

eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

eCFR :: 24 CFR Part 570 -- Community Development Block Grants

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 6

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

Agenda Wording:
Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 399598, requested by Edward Joseph Inglese, for Vogue Bistro located at 15411 W Waddell Rd, Surprise, AZ 85379 for a new Series 12 Liquor License.

Motion:
I move to approve recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 399598

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. CD - VOGUE BISTRO REPORT
2. FD - Vogue Bistro 15411 W Waddell Rd Liquor License
3. Finance - VOGUE BISTRO AND BAR - 15411 W WADDELL RD #108
4. PD - Vogue Bistro series 12
5. VOGUE BISTRO MAP

COMMUNITY DEVELOPMENT DEPARTMENT

SURPRISE
ARIZONA

Date: July 16, 2026

To: Kristi Passarelli, City Clerk

From: Lloyd Abrams, Assistant City Manager
James Stewart, Zoning Specialist

Re: Liquor License Application for:

Agent, Edward Joseph Inglese
Vogue Bistro
15411 W.Waddell Rd.
Surprise, Arizona 85379

Series 12 (New Application – Restaurant)- Application # 399598

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

1. Walgreens (Series 9) – 15514 W. Waddell Rd.
2. 4 Sons Food Store (Series 10) – 15445 W. Waddell Rd. (Not highlighted on map)
3. Bashas # 137 (Series 9) – 15367 W. Waddell Rd.

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

Commercial growth is expected to remain static.

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

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

May 28, 2026

To: Charles Vasquez, Deputy City Clerk

From: Steven Faraclas, Fire Marshal

Subject: Liquor License Application

Applicant: Vogue Bistro
15411 W Waddell Rd
Surprise, AZ 85379

The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location within the last 12 months to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations related to this application at this time.

Therefore, Fire has no comment on the application.

If you have any questions, please feel free to contact me.

Sfaraclas

Steven Faraclas, Fire Marshal

Fire Prevention Division
Surprise Fire-Medical Department

SURPRISE
ARIZONA

MEMO

Date: 06/15/2026

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Ashlee Bowers - Business Compliance Specialist

RE: Liquor License Application – Vogue Bistro & Bar - 15411 W Waddell Rd

Business License Status:

☐ Application link emailed on

☑ License # 1028678 , current and valid for 12/31/2026

☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.

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

REFERENCE: DATE: July 6, 2026

APPLICATION # - 399598
New License - Yes
Series 12

APPLICANT:
Vogue Bistro
15411 W Waddell Rd
Surprise AZ. 85379

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Vogue Bistro is an established restaurant. Their market has been the local community.

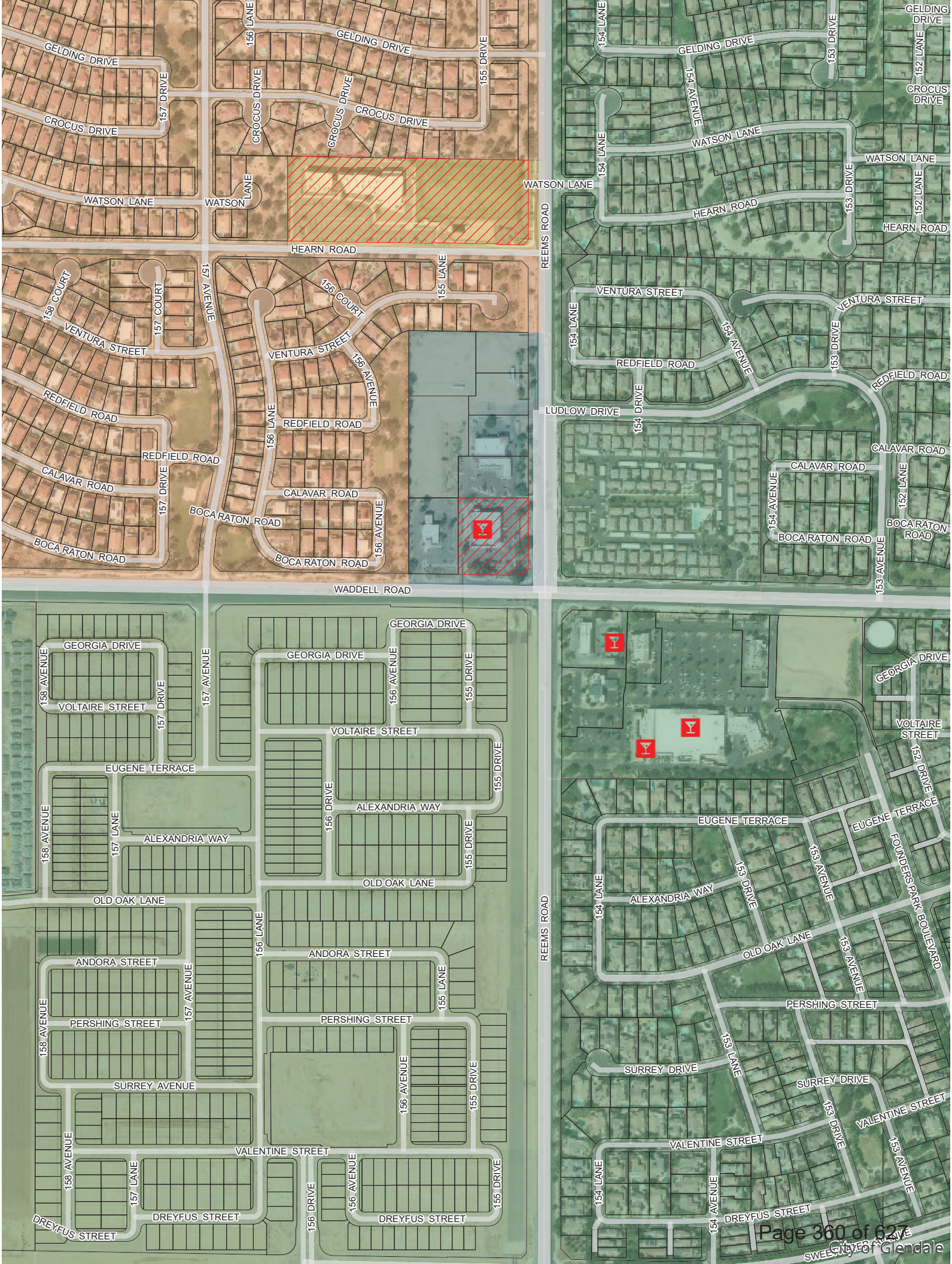
2) ***Effect of vehicular traffic in close proximity.***
This is an established business, effect on traffic should not change.

3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
There have been no liquor violations at this location. There has been no notable activity at this location 20 days prior to this application.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
The business hours of operation are Monday through Wednesday 4:00 pm to 8:00 pm, Thursday through Saturday 12:00 pm to 8:00 pm.

5) Appropriateness of series license requested.
This license request is appropriate for a restaurant.

Submitted by Officer M. Ortega 2036


GELDING DRIVE
156 LANE
155 DRIVE
157 DRIVE
CROCUS DRIVE
WATSON LANE
HEARN ROAD
REEMS ROAD
154 LANE
153 DRIVE
152 LANE
154 AVENUE
VENTURA STREET
REDFIELD ROAD
LUDLOW DRIVE
CALAVAR ROAD
BOCA RATON ROAD
153 AVENUE
158 COURT
157 COURT
156 COURT
157 AVENUE
156 AVENUE
158 AVENUE
WADDELL ROAD
GEORGIA DRIVE
VOLTAIRE STREET
EUGENE TERRACE
ALEXANDRIA WAY
OLD OAK LANE
ANDORA STREET
PERSHING STREET
SURREY AVENUE
VALENTINE STREET
DREYFUS STREET
FOUNDERS PARK BOULEVARD
SURREY DRIVE

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 4

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

Agenda Wording:
Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 403201, requested by Guy Jason Dryer, for The Grove Restaurant and Bar located at 12555 W Bell Rd, Surprise, AZ 85374 for a new Series 12 Liquor License.

Motion:
I move to approve recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 403201

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. FD - The Grove 12555 W Bell Rd Liquor License
2. Finance - THE GROVE RESTAURANT AND BAR LLC-12555 W BELL RD
3. PD - The Grove series 12
4. THE GROVE RESTAURANT - 12555 W BELL RD MAP
5. CD - THE GROVE RESTAURANT REPORT

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

July 17, 2026

To: Charles Vasquez, Deputy City Clerk

From: Steven Faraclas, Fire Marshal

Subject: Liquor License Application

Applicant: The Grove
12555 W Bell Rd
Surprise, AZ 85378

The Surprise Fire-Medical Department (SFMD) conducted a fire inspection at The Grove (formerly Lou's Tivoli Gardens) within the last 12 months to ensure the building was in compliance with the 2024 International Fire Code and associated local amendments. There are currently no known fire code violations at this location.

Therefore, SFMD has no comment on this application.

If you have any questions, please feel free to contact me.

Sfaraclas

Steven Faraclas, Fire Marshal
steven.faraclas@surpriseaz.gov
Fire Prevention Division
Surprise Fire-Medical Department

SURPRISE
ARIZONA

MEMO

Date: 07/08/2026

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Makenzie Espie - Business Compliance Specialist

RE: Liquor License Application – THE GROVE RESTAURANT AND BAR LLC - 12555 W BELL RD

Business License Status:

☐ Application link emailed on

☐ License # , current and valid for

☑ Applied for license but is still pending and waiting on customer to provide additional information or documents.

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

REFERENCE: DATE: July 20, 2026

APPLICATION # - 403201
New License - Yes
Series 12

APPLICANT:
The Grove
12555 W Bell Rd
Surprise AZ. 85374

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
The Grove restaurant will be occupying the structure of the current Lou's Tivoli Gardens Restaurant. Their market has been the local community.

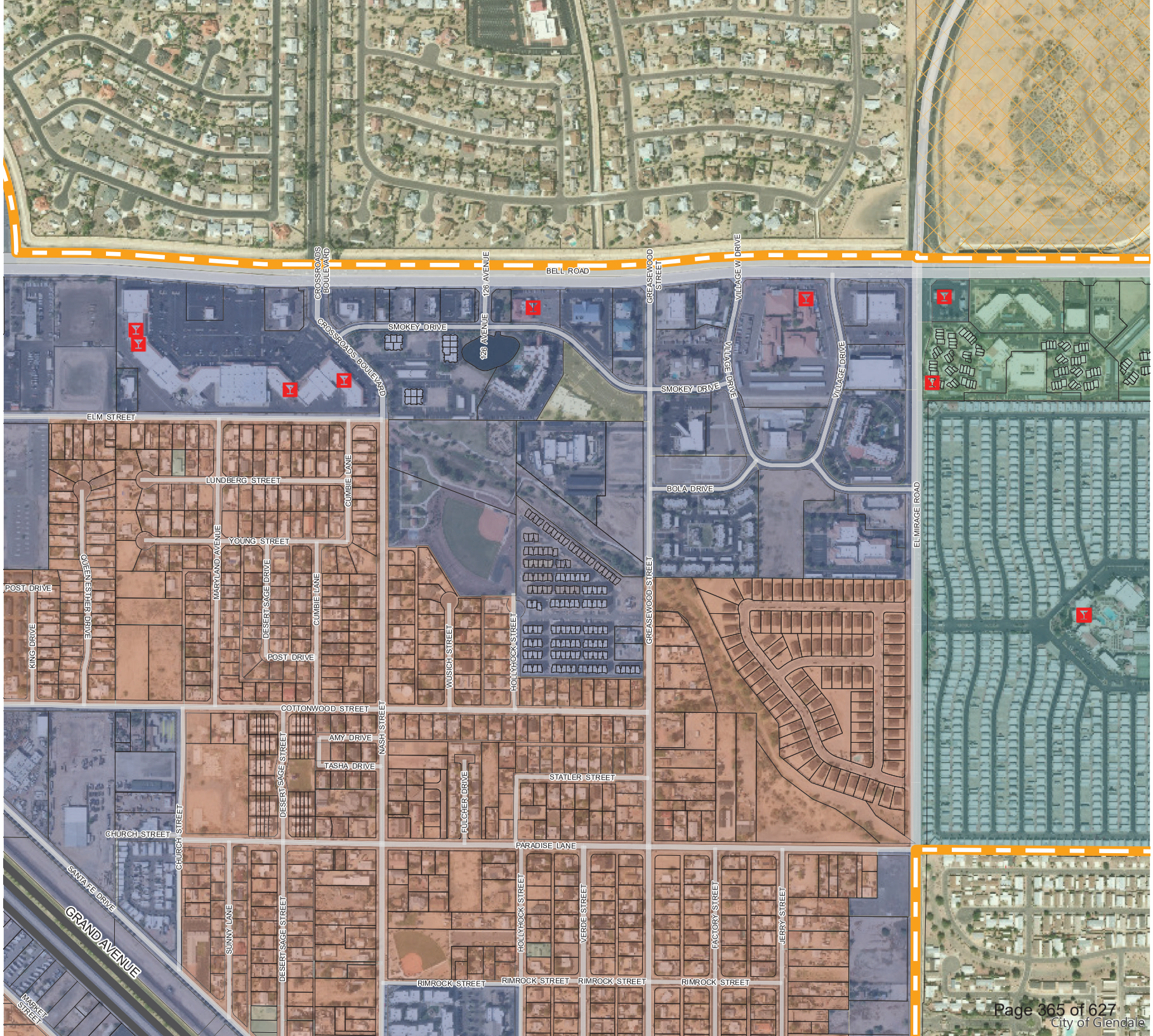
2) ***Effect of vehicular traffic in close proximity.***
This is an established business, effect on traffic should not change.

3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
There have been no liquor violations at this location. There has been no notable activity at this location 20 days prior to this application.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
The business hours of operation are Monday through Sunday 7:00 am to 8:00 pm,.

5) Appropriateness of series license requested.
This license request is appropriate for a restaurant.

Submitted by Officer M. Ortega 2036


BELL ROAD
CROSSROADS BOULEVARD
126 AVENUE
GREASEWOOD STREET
VILLAGE W DRIVE
SMOKEY DRIVE
VILLAGE DRIVE
BOLA DRIVE
EL MIRAGE ROAD
ELM STREET
LUNDBERG STREET
CUMBIE LANE
YOUNG STREET
MARYLAND AVENUE
DESERT SAGE DRIVE
QUEEN ESTHER DRIVE
POST DRIVE
KING DRIVE
WUSICH STREET
HOLLYHOCK STREET
COTTONWOOD STREET
AMY DRIVE
TASHA DRIVE
NASH STREET
DESERT SAGE STREET
FULCHER DRIVE
STATLER STREET
CHURCH STREET
PARADISE LANE
SANTA FE DRIVE
GRAND AVENUE
SUNNY LANE
VERDE STREET
FACTORY STREET
JERRY STREET
RIMROCK STREET
MARKET STREET

COMMUNITY DEVELOPMENT DEPARTMENT

SURPRISE
ARIZONA

Date: July 15, 2026

To: Kristi Passarelli, City Clerk

From: Lloyd Abrams, Assistant City Manager
James Stewart, Zoning Specialist

Re: Liquor License Application for:

Agent, Guy Jason Dryer
The Grove Restaurant
12555 W. Bell Rd.
Surprise, Arizona 85374

Series 12 (New Application – Restaurant)- Application # 403201

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

1. Peter Piper Pizza #1291 (Series 12) – 12851 W. Bell Rd. # 20
2. Portofino West Ristorante (Series 12) – 12851 W. Bell Rd. # 15
3. Infinity Floral Designs (Series 10) – 12801 W. Bell Rd. # 107
4. Runner's Sports Bar (Series 6) – 12751 W. Bell Rd. # 117
5. Bistro at Sunflower (Series COO) – 16501 N.El Mirage Rd.
6. I & J Fountain Restaurant (Series 12) – 12221 W. Bell Rd.
7. Chevron Foodmart # 601 (Series 10) – 12299 W. Bell Rd.
8. Surprise AZ Aerie #4534 FOE (Series 14) – 12425 W. Bell Rd # 100 (Expired)

The immediate area is comprised of commercial zoning. The property is zoned SHD-CO (Surprise Heritage District – Commercial Overlay) which is consistent with the proposed use.

Commercial growth is expected to remain static.

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

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 2

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

Agenda Wording:
Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 400085, requested by Jason Ryan McKinnie, for Arizona Traditions Golf Club located at 17225 N Citrus Rd, Surprise, AZ 85374 for a new Series 07 Liquor License.

Motion:
I move to approve recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 400085

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. Finance - ARIZONA TRADITIONS GOLF CLUB - 17225 N CITRUS RD
2. Fire - AZ Traditions Golf Club 17225 N Citrus Rd Liquor License
3. PD - AZ Traditions series 07
4. AZ Traditions Liquor Application 400085 MAP
5. CD - AZ Traditions Golf Club Liquor REPORT

SURPRISE
ARIZONA

MEMO

Date: 06/15/2026

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Ashlee Bowers - Business Compliance Specialist

RE: Liquor License Application – AZ Traditions Golf Club - 17225 N Citrus Rd

Business License Status:

☐ Application link emailed on

☑ License # 1007526 , current and valid for 12/31/2026

☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.

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

July 9, 2026

To: Charles Vasquez, Deputy City Clerk

From: Steven Faraclas, Fire Marshal

Subject: Liquor License Application

Applicant: Arizona Traditions Golf Club
17225 N Citrus Rd
Surprise, AZ 85374

The Surprise Fire-Medical Department (SFMD) conducted a fire inspection at the Arizona Traditions Golf Club within the last 12 months to ensure the building was in compliance with the 2024 International Fire Code and associated local amendments. There were no known fire code violations related to this application at the time of inspection.

Therefore, SFMD has no comment.

If you have any questions, please feel free to contact me.

Sfaraclas

Steven Faraclas, Fire Marshal
steven.faraclas@surpriseaz.gov
Fire Prevention Division
Surprise Fire-Medical Department

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

REFERENCE: DATE: July 6, 2026

APPLICATION # - 400085
New License - Yes
Series 07

APPLICANT:
AZ Traditions Golf Club
17225 N Citrus Road
Surprise AZ. 85374

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
AZ Traditions is a full-service golf course which is open to the public. Its potential market are the patrons of the golf course.

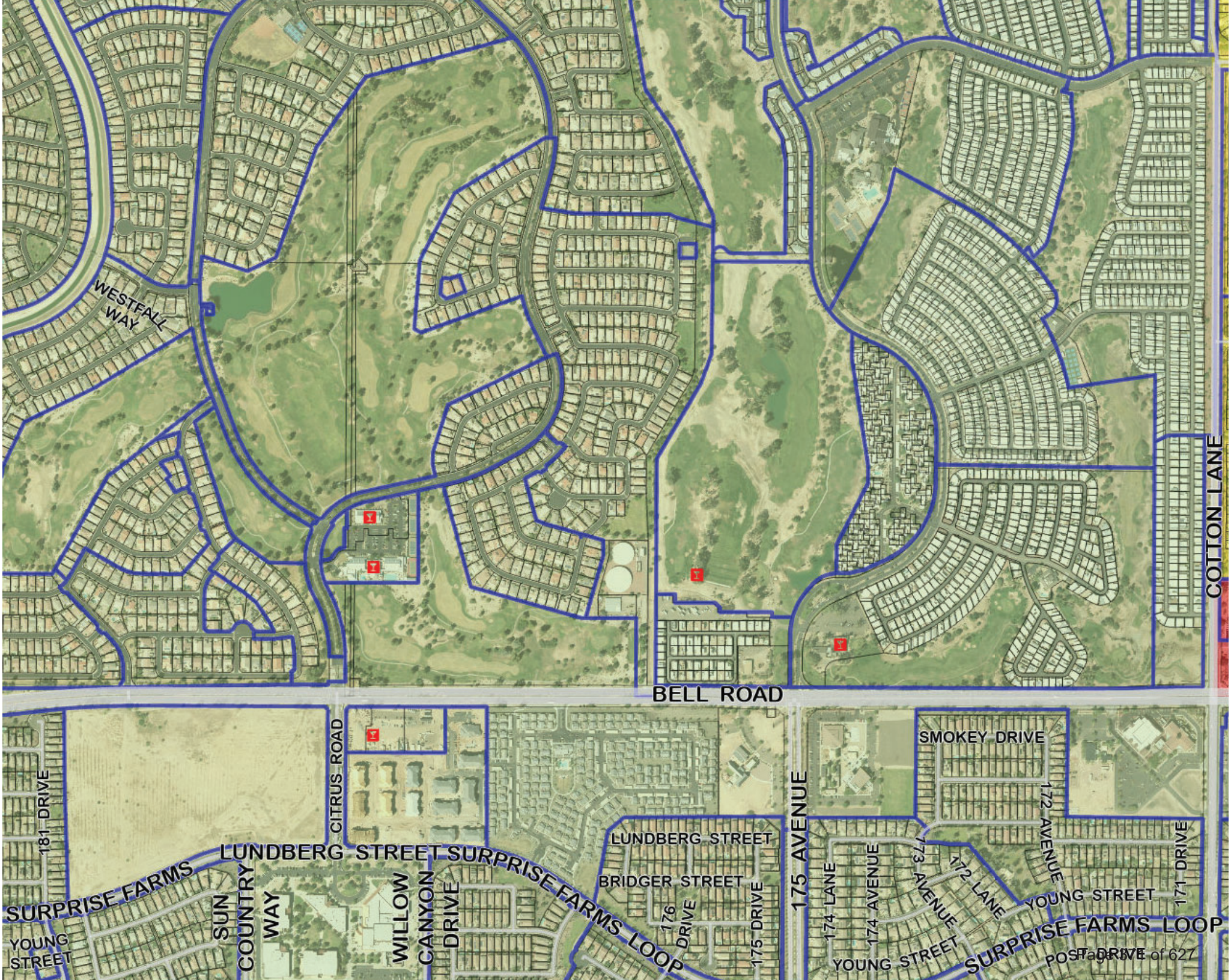
2) ***Effect of vehicular traffic in close proximity.***
This is an established facility, effect on traffic should not change.

3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
There have been no liquor violations at this location. There has been no notable activity at this location 20 days prior to this application.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
The business hours of operation are 6:00 am to 3:00 pm everyday.

5) Appropriateness of series license requested.
This license request is appropriate for a golf course.

Submitted by Officer M. Ortega 2036


WESTFALL WAY
COTTON LANE
BELL ROAD
CITRUS ROAD
181 DRIVE
SURPRISE FARMS
LUNDBERG STREET
SURPRISE FARMS LOOP
SUN COUNTRY WAY
WILLOW CANYON DRIVE
YOUNG STREET
BRIDGER STREET
176 DRIVE
175 DRIVE
175 AVENUE
SMOKEY DRIVE
174 LANE
174 AVENUE
173 AVENUE
172 LANE
172 AVENUE
171 DRIVE
YOUNG STREET
SURPRISE FARMS LOOP
POST DRIVE

COMMUNITY DEVELOPMENT DEPARTMENT

SURPRISE
ARIZONA

Date: July 9, 2026

To: Kristi Passarelli, City Clerk

From: Lloyd Abrams, Assistant City Manager
Dan Johnson, Zoning Specialist

Re: Liquor License Application for:

Agent, Jason Ryan McKinnie
Arizona Traditions Golf Club
17225 N Citrus Rd
SURPRISE, AZ. 85374

New Series 07 (New Application – Beer & Wine Bar) - Application # 400085

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

1. Arizona Traditions Community Center (Series 7) – 17221 N. Citrus Rd. (Inactive)
2. Arizona Traditions Community Center (Series 14) – 17221 N. Citrus Rd.
3. Chef Peter's Bistro @ The Chuckwagon (Series 12) – 17300 n Sun Village Parkway #D (Incorrect location on map)
4. Great Eagle Golf Club (Series 7) – 17091 N. Happy Trails
5. Great Eagle Golf Club (Series 12) – 17091 N. Happy Trails
6. Manny's Place Taproom & Wine Bar (Series 7) – 17865 W Bell Rd # 125

The immediate area is comprised of the Arizona Traditions Golf Club and Community Center. The property is zoned PAD C-2 which is consistent with the proposed use.

Commercial and residential growth is expected to remain static.

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

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: City Clerk
Staff Recommendations:

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

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

Agenda Wording:
Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 401588, requested by Jason Ryan McKinnie, for Great Eagle Golf Club located at 17091 N Happy Trails, Surprise, AZ 85374 for a new Series 07 and Series 12 Liquor License.

Motion:
I move to approve recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 401588

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. FD - Great Eagle Golf Club 17091 N Happy Trails Liquor License
2. Finance - GREAT EAGLE GOLF CLUB INC - 17091 N HAPPY TRL
3. GREAT EAGLE GOLF CLUB 401588 MAP
4. GREAT EAGLE Golf Club 401588 REPORT
5. PD - Great Eagle Golf Club series 07

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

July 7, 2026

To: Charles Vasquez, Deputy City Clerk

From: Steven Faraclas, Fire Marshal

Subject: Liquor License Application

Applicant: Great Eagle Golf Club
17091 N Happy Trail
Surprise, AZ 85374

The Surprise Fire-Medical Department (SFMD) conducted a fire inspection at Great Eagle Golf Club within the last 12 months to ensure the building was in compliance with the 2024 International Fire Code and associated local amendments. There were no known fire code violations at the time of inspection.

Therefore, SFMD has no comment on this application.

If you have any questions, please feel free to contact me.

Sfaraclas

Steven Faraclas, Fire Marshal
steven.faraclas@surpriseaz.gov
Fire Prevention Division
Surprise Fire-Medical Department

SURPRISE
ARIZONA

MEMO

Date: 06/15/2026

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Ashlee Bowers - Business Compliance Specialist

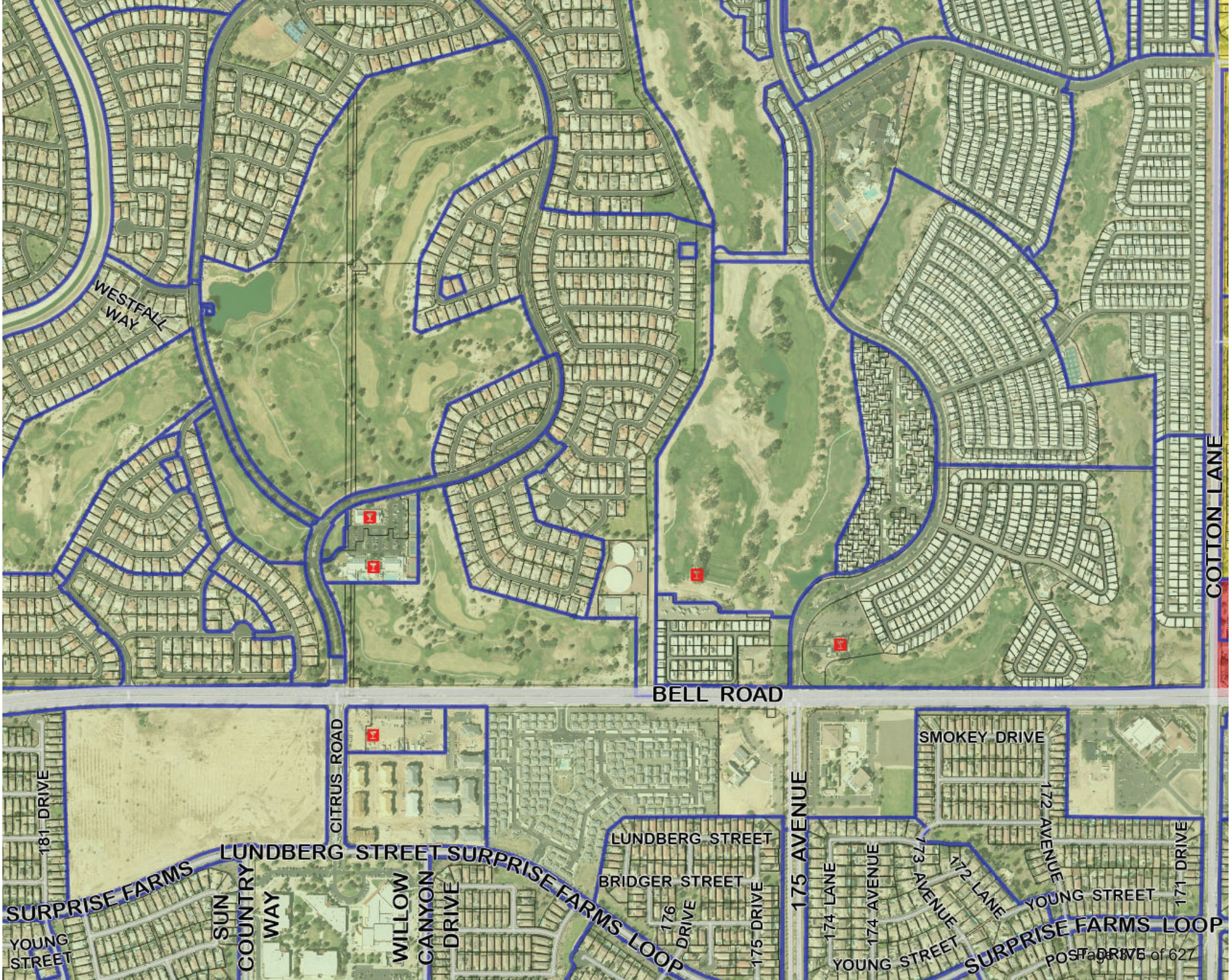
RE: Liquor License Application – Great Eagle Golf Club - 17091 N Happy Trl

Business License Status:

☐ Application link emailed on

☑ License # 1011425 , current and valid for 12/31/2026

☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.


WESTFALL WAY
COTTON LANE
BELL ROAD
CITRUS ROAD
181 DRIVE
SURPRISE FARMS
LUNDBERG STREET
SURPRISE FARMS LOOP
SUN COUNTRY WAY
WILLOW CANYON DRIVE
YOUNG STREET
BRIDGER STREET
176 DRIVE
175 DRIVE
175 AVENUE
SMOKEY DRIVE
174 LANE
174 AVENUE
173 AVENUE
172 LANE
172 AVENUE
171 DRIVE

COMMUNITY DEVELOPMENT DEPARTMENT

SURPRISE
ARIZONA

Date: July 14, 2026

To: Kristi Passarelli, City Clerk

From: Lloyd Abrams, Assistant City Manager
Dan Johnson, Zoning Specialist

Re: Liquor License Application for:

Agent, Jason Ryan McKinnie
Great Eagle Golf Club
17091 N Happy Trails
SURPRISE, AZ. 85374

New Series 07 (New Application – Beer & Wine Bar) - Application # 401588

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

1. Arizona Traditions Golf Club (Series 7) – 17225 N Citrus Rd.
2. Arizona Traditions Community Center (Series 7) – 17221 N. Citrus Rd. (Inactive)
3. Arizona Traditions Community Center (Series 14) – 17221 N. Citrus Rd.
4. Chef Peter's Bistro @ The Chuckwagon (Series 12) – 17300 N Sun Village Parkway #D (Incorrect location on map)
5. Great Eagle Golf Club (Series 12) – 17091 N. Happy Trails
6. Manny's Place Taproom & Wine Bar (Series 7) – 17865 W Bell Rd # 125

The property is zoned PAD Happy Trails which is consistent with the proposed use.

Commercial and residential growth is expected to remain static.

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

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

REFERENCE: DATE: July 20, 2026

APPLICATION # - 401588
New License - Yes
Series 07 and 12

APPLICANT:
Great Eagle Golf Club
17091 N Happy Trails
Surprise AZ. 85374

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Great Eagle is a full-service golf course which is open to the public. Its potential market are the patrons of the golf course.

2) ***Effect of vehicular traffic in close proximity.***
This is an established facility, effect on traffic should not change.

3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
There have been no liquor violations at this location. There has been no notable activity at this location 20 days prior to this application.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
The business hours of operation are 6:00 am to 10:00 pm everyday.

5) Appropriateness of series license requested.
This license request is appropriate for a golf course.

Submitted by Officer M. Ortega 2036

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: City Clerk
Staff Recommendations:

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

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

Agenda Wording:
Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 402726, requested by Maria Danielle Burgess, for Circle K Store #9616 located at 23170 N 163rd Ave, Surprise, AZ 85387 for a new Series 09 Liquor License.

Motion:
I move to approve recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 402726

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. FD - Circle K 23170 N 163rd Ave Liquor License
2. Finance - CIRCLE K #9616 - 23170 N 163RD AVE
3. PD - Circle K #9616
4. CD - Circle K 9616 23170 N 163 AVE REPORT
5. CIRCLE K #9616 23170 N 163 AVE MAP

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

July 7, 2026

To: Charles Vasquez, Deputy City Clerk

From: Steven Faraclas, Fire Marshal

Subject: Liquor License Application

Applicant: Circle K
23170 N 163rd Ave
Surprise, AZ 85387

The Surprise Fire-Medical Department (SFMD) has been involved with the pre-construction/plan review process for the above referenced location under building permit #2026000329. All fire code compliance inspections will be conducted under this permit by SFMD personnel.

Therefore, SFMD has no comment on this application.

If you have any questions, please feel free to contact me.

Sfaraclas

Steven Faraclas, Fire Marshal
steven.faraclas@surpriseaz.gov
Fire Prevention Division
Surprise Fire-Medical Department

SURPRISE
ARIZONA

MEMO

Date: 07/02/2026

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Ashlee Bowers - Business Compliance Specialist

RE: Liquor License Application – Circle K Store #9616 - 23170 N 163rd Ave

Business License Status:

☑ Application link emailed on 07/02/2026

☐ License # , current and valid for

☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.

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

REFERENCE: DATE: July 6, 2026

APPLICATION # - 402726
New License - Yes
Series 09

APPLICANT:
Circle K Store #9616
23170 N 163rd Ave
Surprise, AZ 85387

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Circle K is a full-service convenience market and gas station that primarily serves patrons of all ages from the surrounding communities and public.

2) ***Effect of vehicular traffic in close proximity.***
The roads around this future location are currently being widened to accommodate the anticipated growth for the surrounding area and should be adequate for Circle K.

3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
This is a new business in a new location, there is no criminal history.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
The business hours of operation are open 24 hours a day. This is a brand-new area for future development, with no other businesses currently open.

5) Appropriateness of series license requested.
This license request is appropriate for this Circle K store.

Submitted by Officer M. Ortega 2036

SURPRISE
ARIZONA

Date: July 13, 2026

To: Charles Vasquez, Deputy City Clerk

From: Lloyd Abrams, Assistant City Manager
By: Dan Johnson, Zoning Specialist

Re: Liquor License Application for:

AGENT, Maria Daniella Burgess
Circle K Store #9616
23170 N 163 Ave
SURPRISE, AZ. 85387

New Series 9 (New Application – Liquor Store) – Application #402726

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

1. Fry's Food and Drug #678 (Series 9) – 16400 W. Pat Tillman Boulevard
2. Fry's Food and Drug #678 (Series 9S) – 16400 W. Pat Tillman Boulevard
3. Barro's Pizza (Series 12) – 16350 W Pat Tillman Boulevard Suite 116
4. First Watch #1172 (Series 12) – 23350 N 163 Ave

The immediate area is comprised of residential and commercial zoning. The property is zoned PAD Asante which is consistent with the proposed use.

Commercial and residential growth will increase in this area.

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

MARIPOSA GRANDE
ASANTE BOULEVARD
SOFT WIND DRIVE
AVENIDA DEL SOL
MONTANA DE ORO DRIVE
CAMINO VIVAZ
158 DRIVE
158 LANE
159 AVENUE
159 DRIVE
CREEDANCE BOULEVARD
160 COURT
ELECTRA LANE
161 AVENUE
161 DRIVE
162 AVENUE
CAMINO DE ORO
162 LANE
PINNACLE PEAK ROAD
PLANADA LANE
163 AVENUE
COUNTRY CLUB TERRACE TERRACE
WILLIAM
162 DRIVE
163 DRIVE
164 DRIVE
CELO GRANDE AVENUE
166 DRIVE
166 LANE
PAT TILLMAN BOULEVARD
VEREDA SOLANA DRIVE
167 AVENUE
167 LANE
168 AVENUE
GRAND AVENUE
GRAND

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 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 3.11 acres from Rural Residential (RR) to Community Commercial (C-2) for property generally located at the southeast corner of 163rd Avenue and Happy Valley Road. Case FS25-0001; Ordinance 2026-17.

Motion:
I move to approve/deny Ordinance 2026-17.

Background:
Kathi Walp of JMC Engineering PLLC, on behalf of 163 Surprise, LLC., requests a rezone of approximately 3.11 acres from Residential Rural (RR) to Community Commercial (C-2) to accommodate commercial development, currently proposed to include a convenience store and gas station, quick service restaurant, and retail building on a property generally located at the southeast corner of 163rd Avenue and Happy Valley Road.

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. 0-FS25-0001 163rd Ave. & Happy Valley Rd. - Rezone - Staff Report CC 8.04.26
2. 01 - FS25-0001 163rd Ave. & Happy Valley Rd. Rezone - Vicinity Map
3. 02 - FS25-0001 163rd Ave. & Happy Valley Rd. Rezone - Zoning Map
4. 03 - FS25-0001 163rd Ave. & Happy Valley Rd. Rezone - Proposed Zoning Map
5. 04 - FS25-0001 163rd Ave. & Happy Valley Rd. Rezone - Conceptual Site Plan
6. 05 - FS25-0001 163rd Ave. & Happy Valley Rd. Rezone - Rezone Narrative
7. 06 - FS25-0001 163rd Ave. & Happy Valley Rd. Rezone - Citizen Participaton Report
8. 07 - FS25-0001 163rd Ave. & Happy Valley Rd. Rezone - Affidavit of Site Posting
9. 08-FS25-0001 163rd Ave. & Happy Valley Rd. - Rezone - Ordinance
10. 09 - FS25-0001 163rd Ave. & Happy Valley Rd. Rezone - P&Z Commission Recommendation
11. FS25-0001 163rd Ave. & Happy Valley Rd. Rezone - Presentation

16000 N. Civic Center Plaza | Surprise, AZ 85374 | Ph 623-222-3000 | Fax 623-222-3002

Rezone

Report to City Council

Case:	FS25-0001
Project Name:	163rd Avenue and Happy Valley Road Rezone
Council District:	1 - Acacia
Meeting Date:	August 04, 2026
Planner:	Leslie Carnie, Planner II
Owner:	163 SURPRISE, LLC
Applicant:	Kathi Walp with JMC Engineering PLLC
Request:	Rezone of approximately 3.11 acres from Rural Residential (RR) to Community Commercial (C-2)
Site Location:	Generally located at the southeast corner of 163rd Avenue and Happy Valley Road
Site Size:	3.11 Acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2040
Support/Opposition:	Refer to the attached Citizen Participation Report
Commission Recommendation:	On July 02, 2026, the Planning and Zoning Commission recommended **approval** of case **FS25-0001** to the City Council, subject to stipulations ‘a’ through ‘b’.

PROJECT DESCRIPTION:

Kathi Walp of JMC Engineering, PLLC, on behalf of 163 Surprise, LLC, requests a rezone of approximately 3.11 acres from Residential Rural (RR) to Community Commercial (C-2) to accommodate commercial development, currently proposed to include a convenience store and gas station, quick service restaurant, and retail building on a property generally located at the southeast corner of 163rd Avenue and Happy Valley Road.

BACKGROUND:

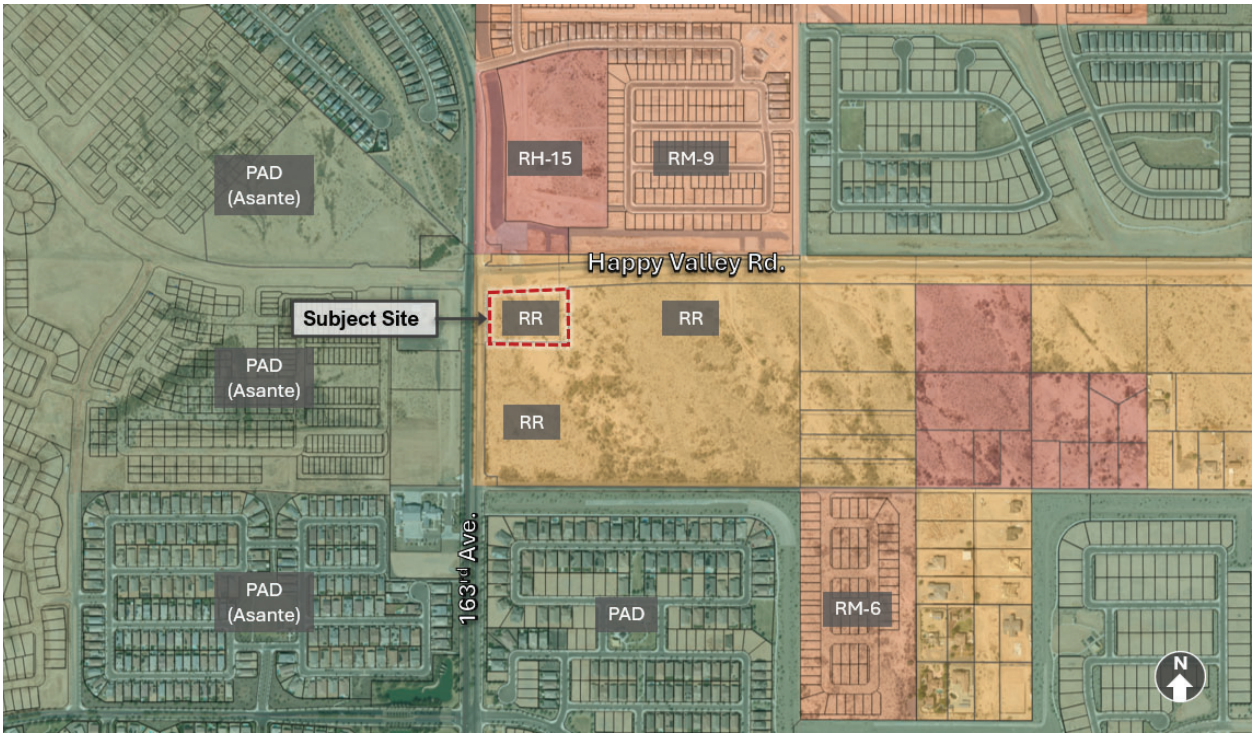
January 01, 2006: The subject parcel was annexed into the City of Surprise under Ordinance 05-60.

April 04, 2024: Staff met with the Applicant to discuss the subject property during a regularly scheduled Concept Review meeting under CR24-0251.

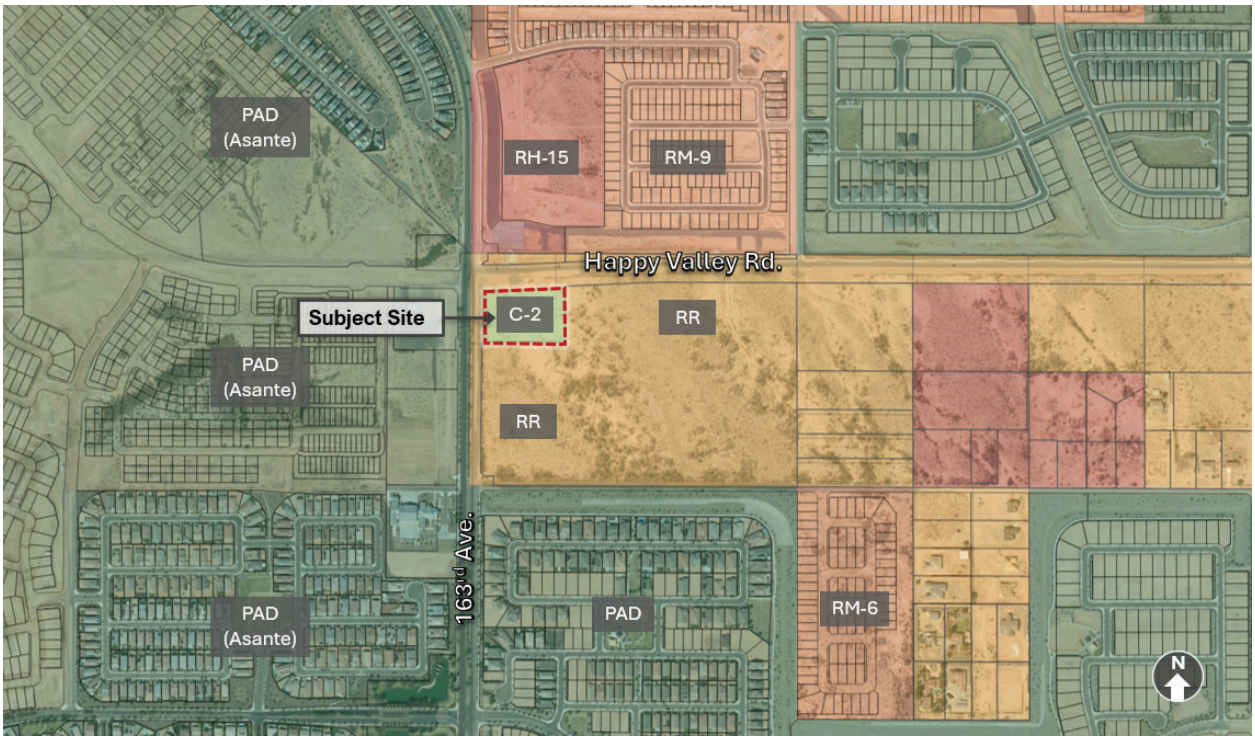
January 02, 2025: The Applicant filed the Rezone, Final Plat, and Site Plan request under case, FS25-0001, the subject case.

April 01, 2026: The Applicant held a neighborhood outreach meeting to discuss the project.

PROJECT ZONING:



Existing Zoning

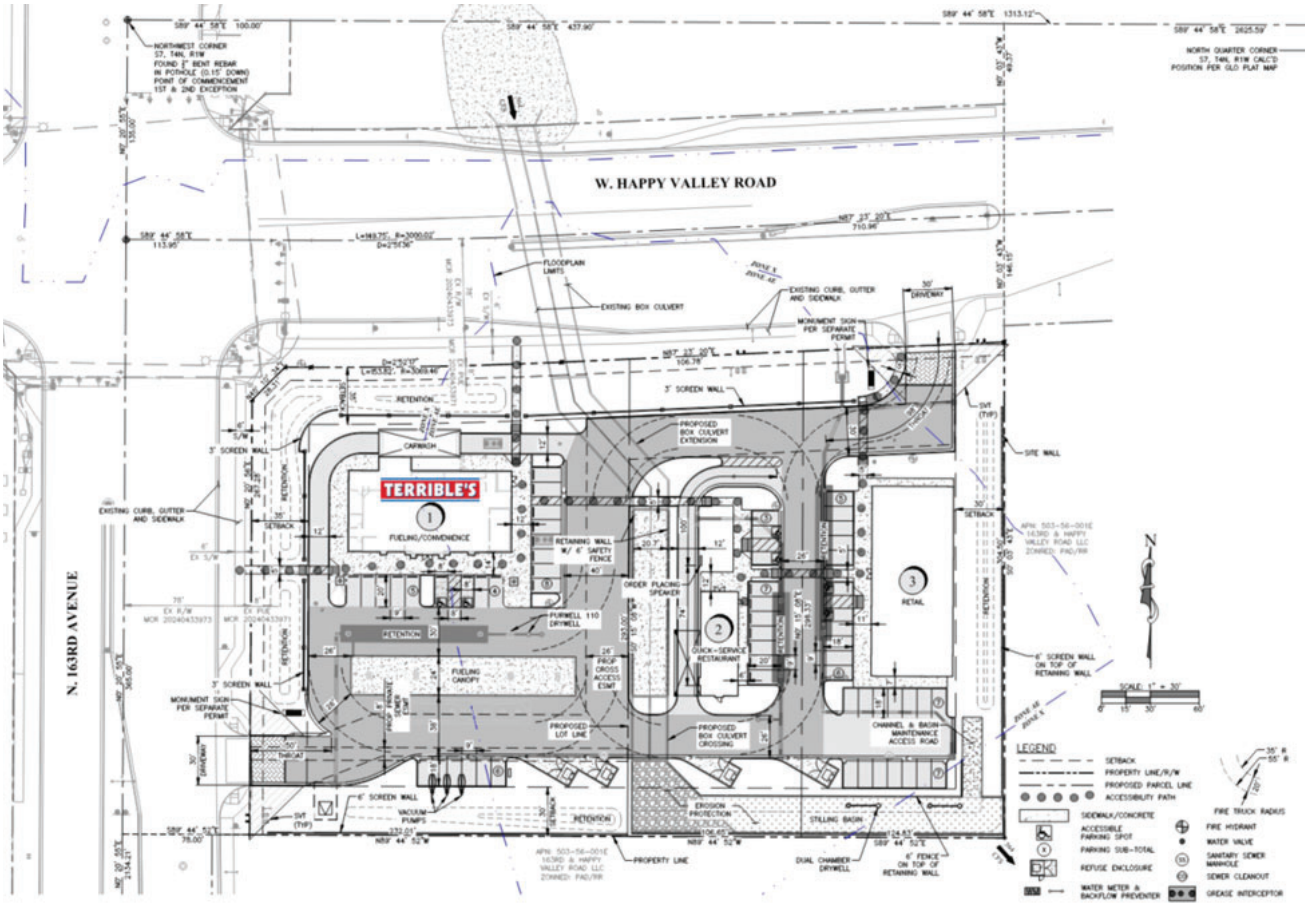


Proposed Zoning

ANALYSIS AND DISCUSSION:

The subject property is a vacant, approximately 3.11-acre parcel. A Final Plat application to subdivide the parcel into three parcels and a Master Site Plan have been submitted with the subject Rezone application to be reviewed concurrently and subsequently approved administratively.

The first phase of this commerce center is proposed to be the construction of a Terrible's convenience store and gas station with an automated car wash tunnel. Future phases for the remainder of the site to the east are proposed to include a quick service restaurant and retail building. However, end users of these two (2) other parcels are unknown at this time.



Proposed Site Plan

Access and Roadways:

Access to the subject property is provided via existing right-in right-out driveways; one (1) located on 163rd Avenue and one (1) located on Happy Valley Road. A Traffic Impact Statement ("TIS") and Queuing Analysis was submitted as part of this rezone application and has been reviewed and approved by the City's Transportation Department.

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 City's 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.

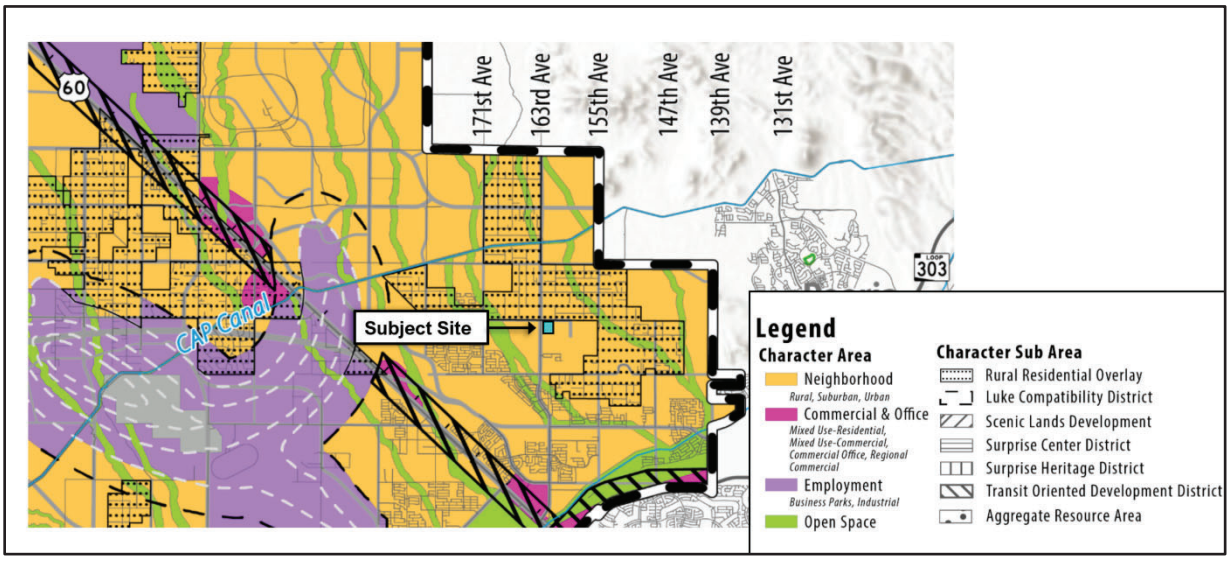
Utility and Services Table:

Electric:	APS
Water:	CITY OF SURPRISE
School District	DYSART UNIFIED

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 commercial uses 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 proposed Rezone.

CITIZEN OUTREACH:

An outreach meeting was held on April 01, 2026, at the Asante Preparatory Academy located at 23251 N. 166th Drive. Four members of the public were in attendance. There were general questions regarding business operations and future end users as well as concerns regarding traffic and circulation. The Citizen Participation Report is attached.

SUMMARY:

The proposed rezone is for the development of future commercial uses. The proposed rezone 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 proposed rezone.

COMMISSION RECOMMENDATION:

Based on the findings noted above, Planning and Zoning Commission recommended **approval** of the proposed rezone, Case FS25-0001, subject to stipulations 'a' and 'b'. Stipulation 'c' has been added to reflect the Buy-In Fee requirements set forth in the approved Development Agreement as outlined below:

a. Development and use of the site shall be consistent with the Rezone Narrative entitled "163rd Avenue & Happy Valley Road Rezoning Narrative", prepared by *JMC Engineering*, and received by the City*, April 24, 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.

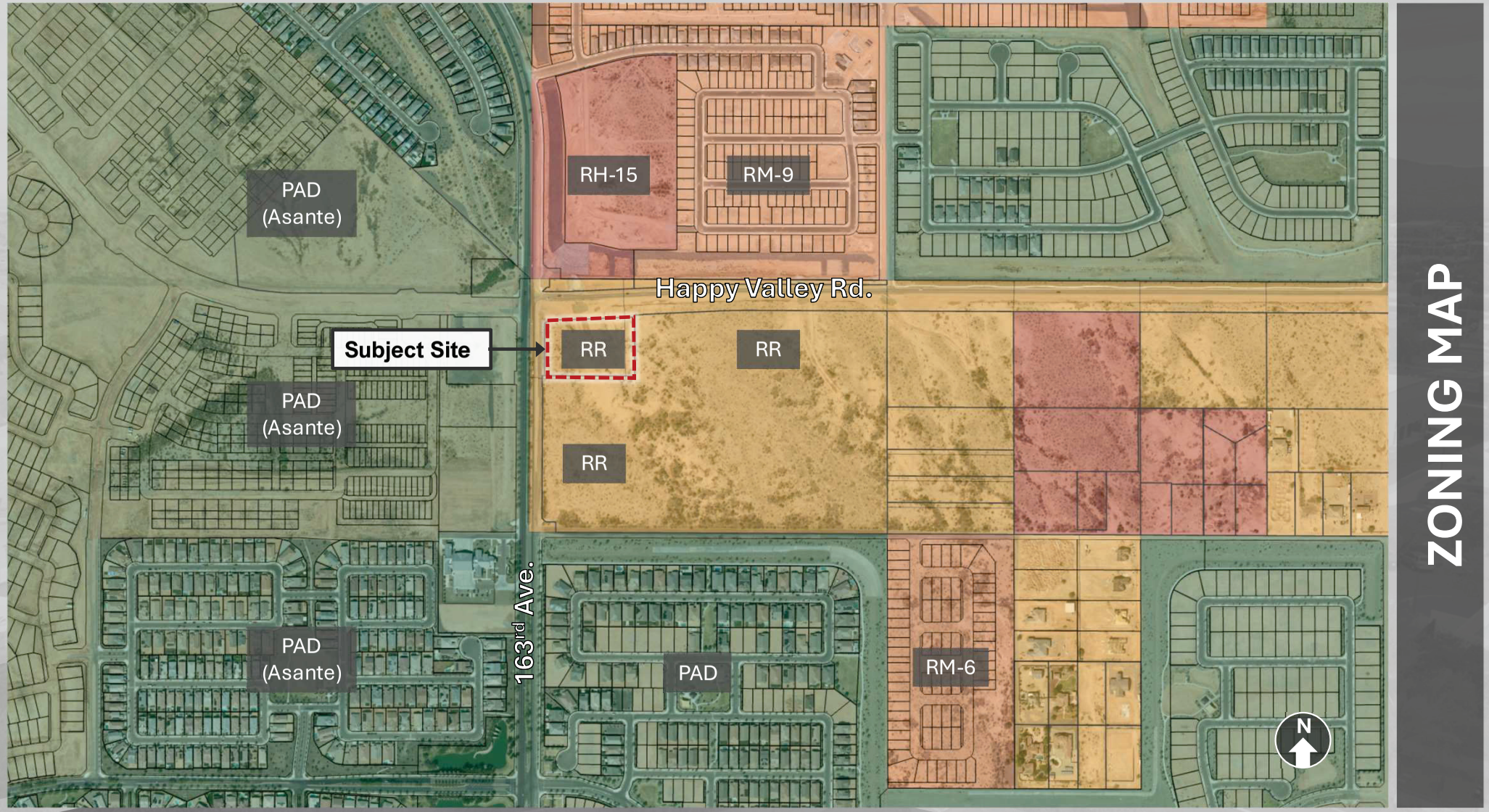
c. Prior to the City recording a Final Plat, or approving either a Site Plan or building permit within the property referenced herein, applicant shall provide the City with a notice of payment from Taylor Morrison, fka William Lyons Homes, that all applicable Regional Improvements Buy-In Fees, as described in the Rancho Mercardo Supplemental Development Agreement (Regional Improvements Overlay Agreement), have been paid.

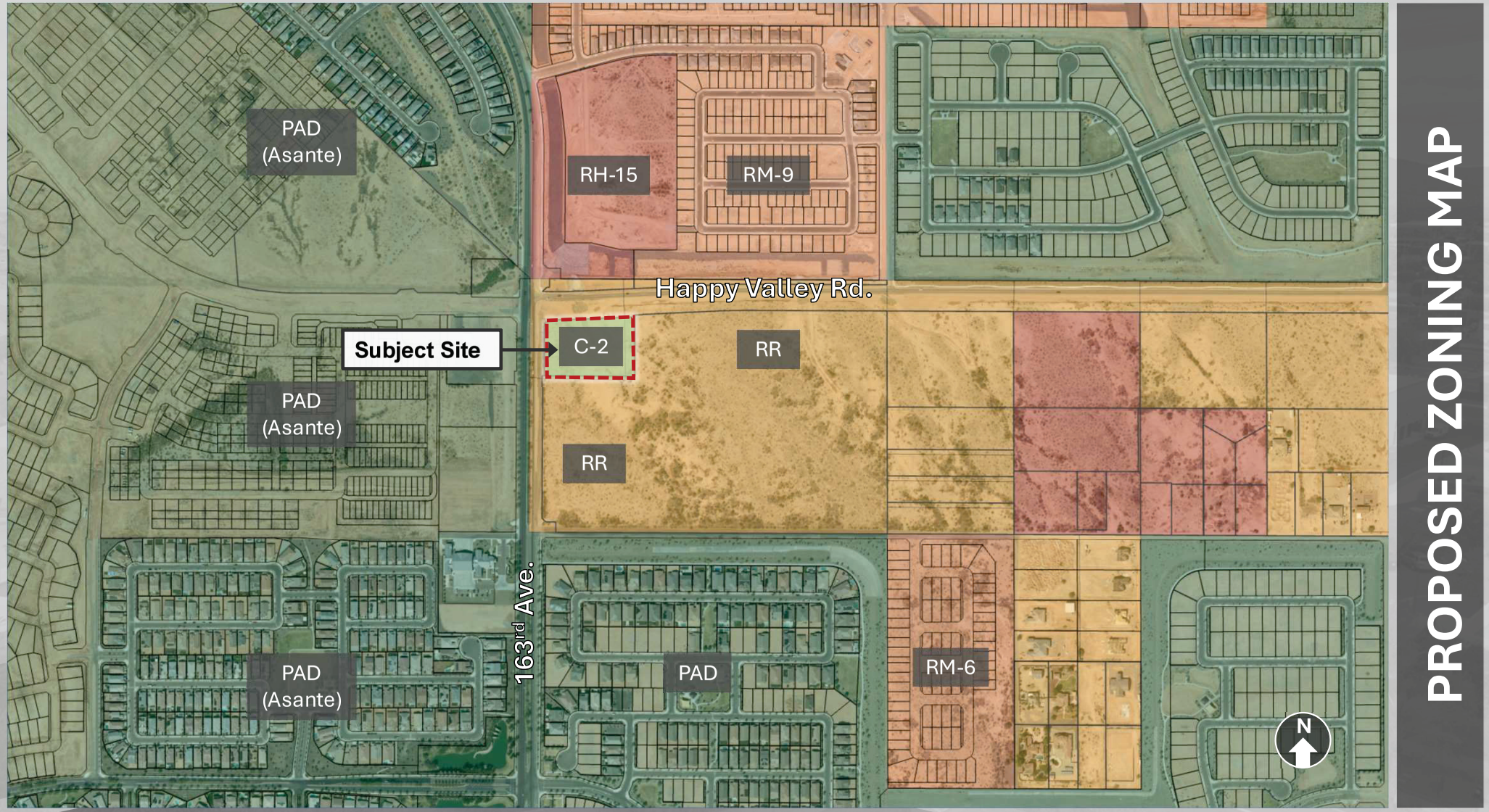
However, should the Council wish to deny the request, the Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Proposed Zoning Map
04 Conceptual Site Plan
05 Rezone Narrative
06 Citizen Participation Report
07 Affidavit of Site Posting
08 Ordinance
09 P&Z Commission Recommendation
PPT

DESERT OASIS
ASANTE
163rd Ave.
ELLEN RANCH
TIERRA VERDE WEST
TIERRA VERDE EAST
Happy Valley Rd.
Subject Site
(3.11 Acres)
ASANTE
ESCALANTE
N
VICINITY MAP


PAD
(Asante)
RH-15
RM-9
Happy Valley Rd.
Subject Site
RR
RR
PAD
(Asante)
RR
PAD
(Asante)
163rd Ave.
PAD
RM-6
N
ZONING MAP


PROPOSED ZONING MAP
PAD (Asante)
RH-15
RM-9
Happy Valley Rd.
Subject Site
C-2
RR
PAD (Asante)
RR
PAD (Asante)
163rd Ave.
PAD
RM-6
N

MAXIMUM BUILDING GFA FOR SITES ZONED (C-2) COMMUNITY COMMERCIAL IS 45,000-SF

ALL STANDARD PARKING DIMENSIONS SHALL BE 9' X 18', CLEAR OF OBSTRUCTIONS. STALLS ADJACENT TO SIDEWALKS SHALL HAVE DEPTHS OF 20'. STANDARD FIRE LANE WIDTHS SHALL BE 26' WITH STANDARD DRIVE AISLES BEING 25' IN WIDTH. SEE COS STD DTL 4-03.

ALL ACCESSIBLE PARKING DIMENSIONS SHALL BE 8' X 20' WITH 8' ACCESS AISLE ON EITHER SIDE PER COS STD DTL 4-03.

PARKING SPACES REQUIRED PER COS LAND DEVELOPMENT ORDINANCE - CHAPTER 107 - ARTICLE IV - SECTION 107-4.9 - TABLE 107-4C.

ALL SIGNAGE TO BE APPROVED THROUGH A SEPARATE BUILDING PERMIT REVIEW.

MASTER SITE PLAN
FOR
163RD AVE & HAPPY VALLEY RD

SEC OF 163RD AVE & HAPPY VALLEY RD

APN: 503-56-001D

A PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

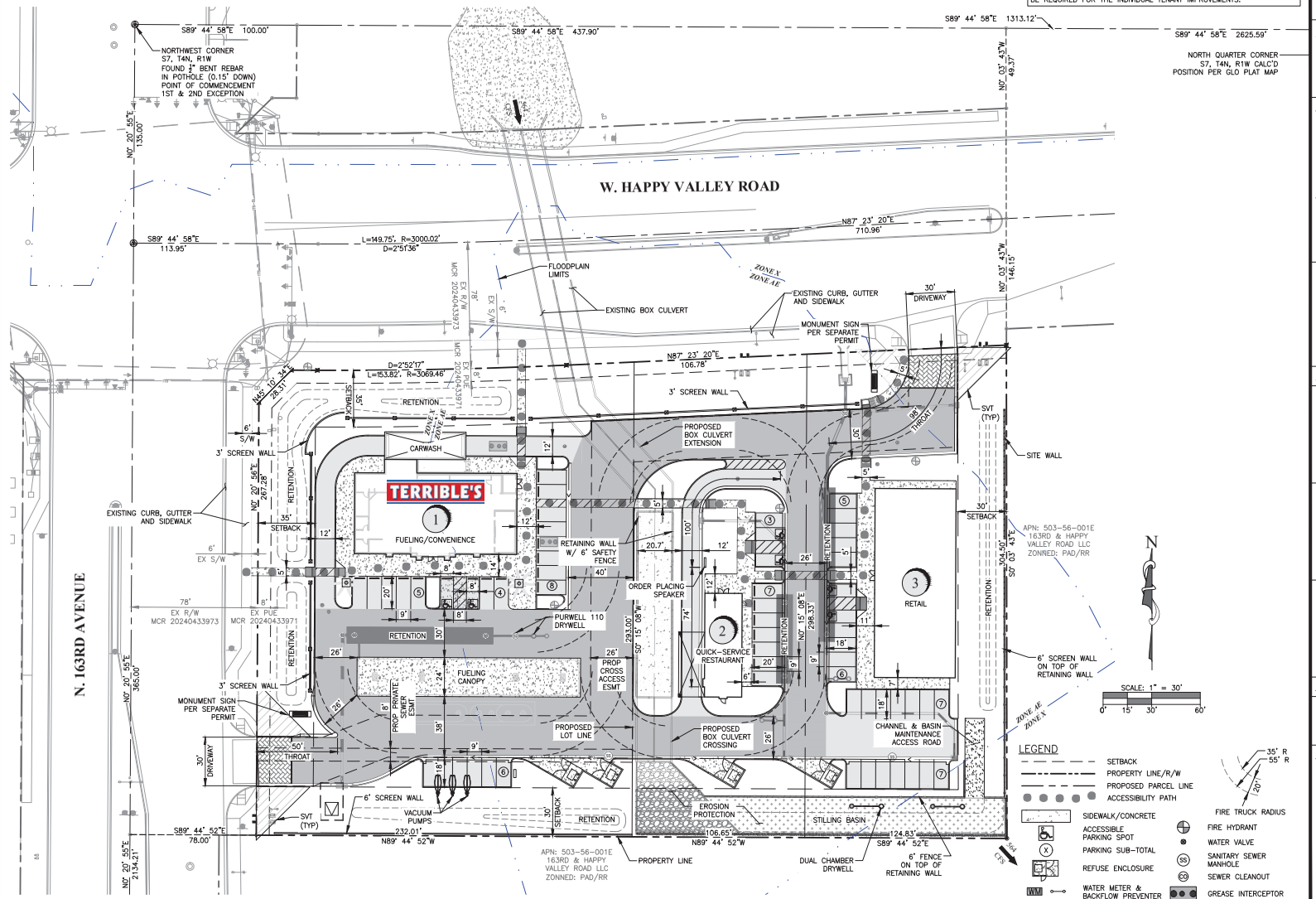
SITE AREA: 147,291 SF (3.38 AC)

FLOODPLAIN INFORMATION:

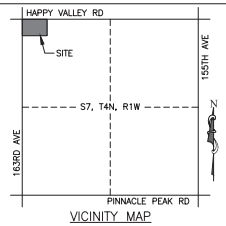
FLOOD ZONE: ZONE X | ZONE AE
IN SUPPORT OF THE PROPOSED IMPROVEMENTS, A CLOMR-F (FCP2500794) WILL BE SUBMITTED TO FEMA DURING THE FINAL DESIGN PHASE TO SHOW THAT THE PROPOSED STRUCTURES, IF BUILT AS SHOWN, MEET THE MINIMUM NATIONAL FLOOD INSURANCE PROGRAM STANDARDS.

PER APPROVED LOMR DATED 01/23/26, A PEAK DISCHARGE OF 564 CFS ROUTED THROUGH THE EXISTING BOX CULVERT AT WASH 5 EAST SPLIT 1 ONTO THE EXISTING SITE. A BOX CULVERT EXTENSION AND RECTANGULAR CHANNEL IS PROPOSED TO CONVEY THE SUBJECT FLOW INTO A STILLING BASIN AND IS DESIGNED TO OUTFALL IN THE SAME LOCATION AND MAGNITUDE AS IT DOES TODAY.

A FLOOD PLAIN USE COMMUNITY PERMIT HAS BEEN ISSUED IN SUPPORT OF THE ROUGH GRADING FOR THIS SITE, WHICH INCLUDES EARTHWORK TO RAISE THE SITE AND THE INSTALLATION OF THE CULVERT, CHANNEL, AND STILLING BASIN INFRASTRUCTURE PER FCP2400776. IT IS UNDERSTOOD THAT SEPARATE FLOODPLAIN USE COMMUNITY PERMITS WILL BE REQUIRED FOR THE INDIVIDUAL TENANT IMPROVEMENTS.



PROJECT INFORMATION



VICINITY MAP
SCALE: 3"=1MI

CIVIL ENGINEER:
JMC ENGINEERING
7315 N. 16TH STREET, SUITE 101
PHOENIX, AZ 85020
JOSEPH CIRONE, PE
(602) 374 4148

OWNER:
163 SURPRISE LLC
SEC 163RD AVE & HAPPY VALLEY RD
SURPRISE, AZ 85387
MATT STEVENSON
MATT@STEVENSONBUILDERS.COM

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF 163RD AVENUE ALIGNMENT, ALSO BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 7, USING A BEARING OF NORTH 00 DEGREES 20 MINUTES 55 SECONDS EAST, AS PER THE RECORD OF SURVEY "MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY" RECORDED IN BOOK 1029 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA.

BENCHMARK

THE BENCHMARK USED FOR THIS SURVEY IS THE CITY OF SURPRISE BENCHMARK, BEING A 1" CITY OF SURPRISE BRASS PIN STAMPED 16-7N, LOCATED AT THE NORTHEAST CORNER OF AN ELECTRIC VAULT APPROXIMATELY 0.22 MILES NORTH OF ASANTE BOULEVARD, ON THE WEST SIDE OF 163RD AVENUE, HAVING AN ELEVATION OF 1381.06', NAVD88

OVERALL SITE DATA TABLE

ZONING:	C-2
GENERAL PLAN CLASSIFICATION:	NEIGHBORHOOD
TOTAL BUILDING GFA:	12,435 SF
BIKE RACKS PROVIDED:	1 PER SITE | 4 PER RACK | 12 TOTAL
TOTAL SITE AREA (NET):	135,641 SF (3.11 AC)
TOTAL LOT COVERAGE:	9.2%

PARCEL DATA TABLE

1	PARCEL AREA:	66,733 SF (1.53 AC)
	BUILDING AREA:	5,120 SF
	LOT COVERAGE:	5,120 SF/66,733 SF = 7.67%
	PARKING REQUIRED:	5,120 SF/300 SF = 17 SPACES
	PARKING PROVIDED:	23 SPACES
	ADA PARKING PROVIDED:	2 SPACES
2	PARCEL AREA:	31,532 SF (0.72 AC)
	BUILDING AREA:	1,482 SF
	LOT COVERAGE:	1,482 SF/31,532 SF = 4.70%
	PARKING REQUIRED:	1,482 SF/150 SF = 10 SPACES
	PARKING PROVIDED:	10 SPACES
	ADA PARKING PROVIDED:	2 SPACES
3	PARCEL AREA:	37,376 SF (0.86 AC)
	BUILDING AREA:	5,833 SF
	LOT COVERAGE:	5,833 SF/37,376 SF = 15.61%
	PARKING REQUIRED:	5,833 SF/400 SF = 15 SPACES
	PARKING PROVIDED:	25 SPACES
	ADA PARKING PROVIDED:	2 SPACES

PARKING INFORMATION

TOTAL PARKING REQUIRED:	37 SPACES
TOTAL PARKING PROVIDED:	46 SPACES
TOTAL ADA PROVIDED:	6 SPACES

IMPERVIOUS TABLE

TOTAL SITE AREA (NET):	135,641 SF (3.11 AC)
TOTAL IMPERVIOUS AREA:	109,869 SF (2.52 AC)
TOTAL PERVIOUS AREA:	25,772 SF (0.59 AC)
PERCENTAGE OF IMPERVIOUS AREA FOR THE SITE:	81%

Dial 811 or visit Arizona811.com

NO.	DESCRIPTION	DATE

163RD AVE & HAPPY VALLEY RD
APN: 503-56-001D
MASTER SITE PLAN

JOSEPH M. CIRONE — EXPIRES: 6-30-2028

JMC ENGINEERING
7315 N. 16TH STREET SUITE 101 PHOENIX, AZ 85020
JMC-ENG.COM

COPYRIGHT 2026 JMC ENGINEERING, PLLC

DESIGNED: APD
DRAWN: APD

JMC PROJECT NO: 0175
DATE: 04-24-26

MSP01

SHEET 1 OF 1

JMC-05

C:\Users\Andrew.Dooley\DC\ACCDocs\JMC 0175 - 163rd Ave & Happy Valley\Project Files\Civil_Design Review\0175 - Master Site Plan.dwg

163rd AVENUE & HAPPY VALLEY ROAD

CITY OF SURPRISE, ARIZONA

APN: 503-56-001D

REZONING NARRATIVE

JMC ENGINEERING JOB NO. 0175
CASE NUMBER: FS25-0001

APRIL 2026

JMC Engineering
7315 North 16th Street, Suite 101, Phoenix, AZ 85020
Tel: 602-374-4148
jmc-eng.com

TABLE OF CONTENTS

Section	Content	Page
I.	**PROJECT PROFILE**	3
II.	**REQUEST AND PROJECT LOCATION**	4
	Aerial Vicinity Map	4
	Request Narrative	4
III.	**ENTITLEMENTS HISTORY & REZONING PLAN**	4
	Surrounding Existing Land Uses	5
IV.	**DEVELOPMENT PLAN**	5
V.	**INFRASTRUCTURE**	6
VI.	**CONCLUSION**	6
	General Plan Compliance Statement	6

TABLES & FIGURES

Table 1 – Project Profile 3

Table 2 – Surrounding Existing Land Uses 5

Figure 1 – Aerial Vicinity Map 4

Figure 2 – Master Site Plan 7

Figure 3 – Existing Zoning Map 8

Figure 4 – Proposed Zoning Map 9

Figure 5 – General Plan Land Use Map 10

I. PROJECT INTRODUCTION

Project Name	163rd Ave & Happy Valley Road
Property Owner	163 Surprise, LLC
Assessor's Parcel Number	503-56-001D
Project Location	Southeast corner W. Happy Valley Road and N. 163rd Avenue Surprise AZ
Project Area	3.1 acres 135,642 SF
Current Zoning	Rural Residential (RR)
Proposed Zoning	**C-2**
General Plan	Neighborhood

Owner
163 Surprise, LLC
Contact: Paul Gass
1545 W. El Caminito Dr
Phoenix, AZ 85021
Phone: 623 302 1870
Email: Paul_Gass@yahoo.com

Civil Engineer
JMC Engineering, PLLC
Contact: Joseph Cirone, PE
7315 N. 16th Street, Suite 101
Phoenix, AZ 85020
Phone: 602.374.4148
Email: jcirone@jmc-eng.com

Applicant
JMC Engineering, PLLC
Contact: Joseph Cirone, PE
7315 N. 16th Street, Suite 101
Phoenix, AZ 85020
Phone: 602.374.4148
Email: shared@jmc-eng.com

Landscape Architect
Young Design Group
Contact: Joe Young, Principal
7234 E. Shoeman Ln, Suite 8
Scottsdale, AZ 85251
Email: jyoung@youngdg.com

Site Lighting Engineer
Wright Engineering
Contact: Adam Bowers
165 E. Chilton Drive
Chandler, AZ 85225
Email:abowers@wrightengineering.us

II. REQUEST & PROJECT LOCATION

On behalf of our client, 163 Surprise LLC, we are pleased to submit this Rezoning, Master Site Plan, and Design Review application and supporting materials for an approximately 3.1-acre site, 135,642 SF, located at the southeast corner of West Happy Valley Road and North 163rd Avenue (APN: 503-56-001D). The site is generally bounded by Happy Valley Road to the North, Ellen Ranch Development North of Happy Valley Road, proposed Tierra Verde PAD to the Northeast; Surprise Fire Station 304 to the southeast, Escalante PAD further south and Asante PAD West of 163rd Avenue.

A parcel aerial map has been provided (see Figure 1 – Parcel Aerial Map) to show location of the subject property and contextual reference.

Figure 1 – Aerial Vicinity Map

III. ENTITLEMENTS HISTORY & REZONING PLAN

The property is currently undeveloped natural desert. The proposed rezoning to Community Commercial (C-2) would allow for commercial retail amenities and serve the community and surrounding population. The City of Surprise General Plan 2040 designates the entire 3.1-acre property for Neighborhood Character Area. The development proposal seeks to align with the general plan designation. The property is less than 20 acres and has direct access to Major Arterial roadways, 163rd Avenue and Happy Valley Road.

	Existing Land Use	Existing Zoning
North	Residential Subdivision	PAD
East	Undeveloped	Rural Residential (RR)
South	Undeveloped	Rural Residential (RR)
West	Residential Subdivision/Fire Station	PAD

IV. DEVELOPMENT PLAN

The proposed project consists of approximately 3.1-acre site located at the southeast corner of W. Happy Valley Road and N. 163rd Avenue in Surprise, Arizona. The proposed development will include one (1) 5,000-sf convenience store and fueling station, one (1) 1,500-sf quick service-restaurants, and one (1) 6,000-sf retail building. The development will maintain modest building setbacks (Table 106-6a – Commercial Zoning Districts) and include pleasant characteristics and thoughtful design by including architectural detailing on all exterior elevations (360-degree architecture), screening and landscaping along the road frontages, building diversity and safe pedestrian access throughout the development with pedestrian crossing sign whenever pedestrian path cross drive through lanes. All mechanical equipment and utility devices will be screened from public view.

A Flood Plain Use Permit from Flood Control of Maricopa County will be provided in support of the concurrent permit application(s).

Along with Rezoning, Master Site Plan, and Design Review, a Final Plat and Mass Grading improvements will be submitted for engineering review with City of Surprise.

The landscape palette has been selected with consideration given to low water use, visual screening air quality and long-term maintenance. Arid-regional and low water use plants will be used throughout and accented by decorative plantings to provide shade for walks and partial screening for other areas. A native plant inventory will be provided for this project as per Sec. 104-2.2.

Vehicular access to this project is proposed in two locations ***(see Figure 2)***:

- One right in / right access out along 163rd Avenue – a minimum of 300 feet from Happy Valley Rd.
- One right in / right out access along Happy Valley Road – a minimum of 300 feet from 163rd Avenue.

V. INFRASTRUCTURE

The City of Surprise is the water service provider for this development. A Master Utility Plan shall be reviewed and approved by City of Surprise with Design Review. Proof of payment of the water buy-in fees is required prior to approval of the Master Site Plan. Proof of payment for sewer buy-in fees is required prior to approval of the Master Site Plan. Proof of payment will be provided for SPA 2 Sewer Interceptor Agreement buy-in fee (MCR# 20090350621).

VI. CONCLUSION

The proposed development will provide compatible uses that implement unique design characteristics that are consistent with the Surprise Zoning and Design Standards and are properly compatible with the surrounding architecture. The intent of the development will result in positive economic impacts for the immediate area and the entire City of Surprise. This request is also highly consistent with the relevant goals and policies in the City of Surprise General Plan. The subject site is within the 163rd Avenue Corridor Residential Growth Area, which is intended for a full range of housing opportunities along with appropriately located commercial areas at major intersection of two arterial roads.

FIGURE 2 – MASTER SITE PLAN

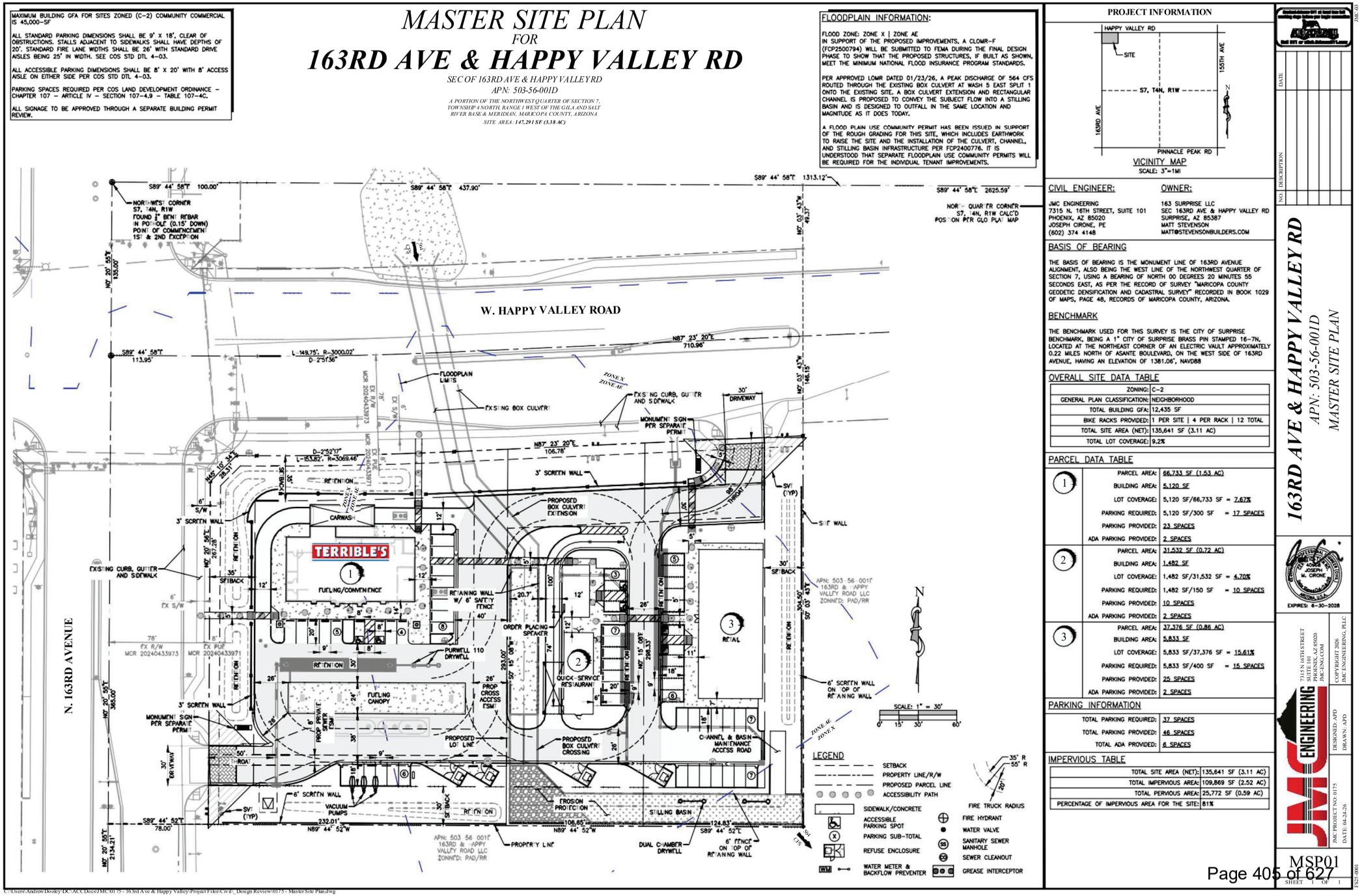


FIGURE 3 - EXISTING ZONING

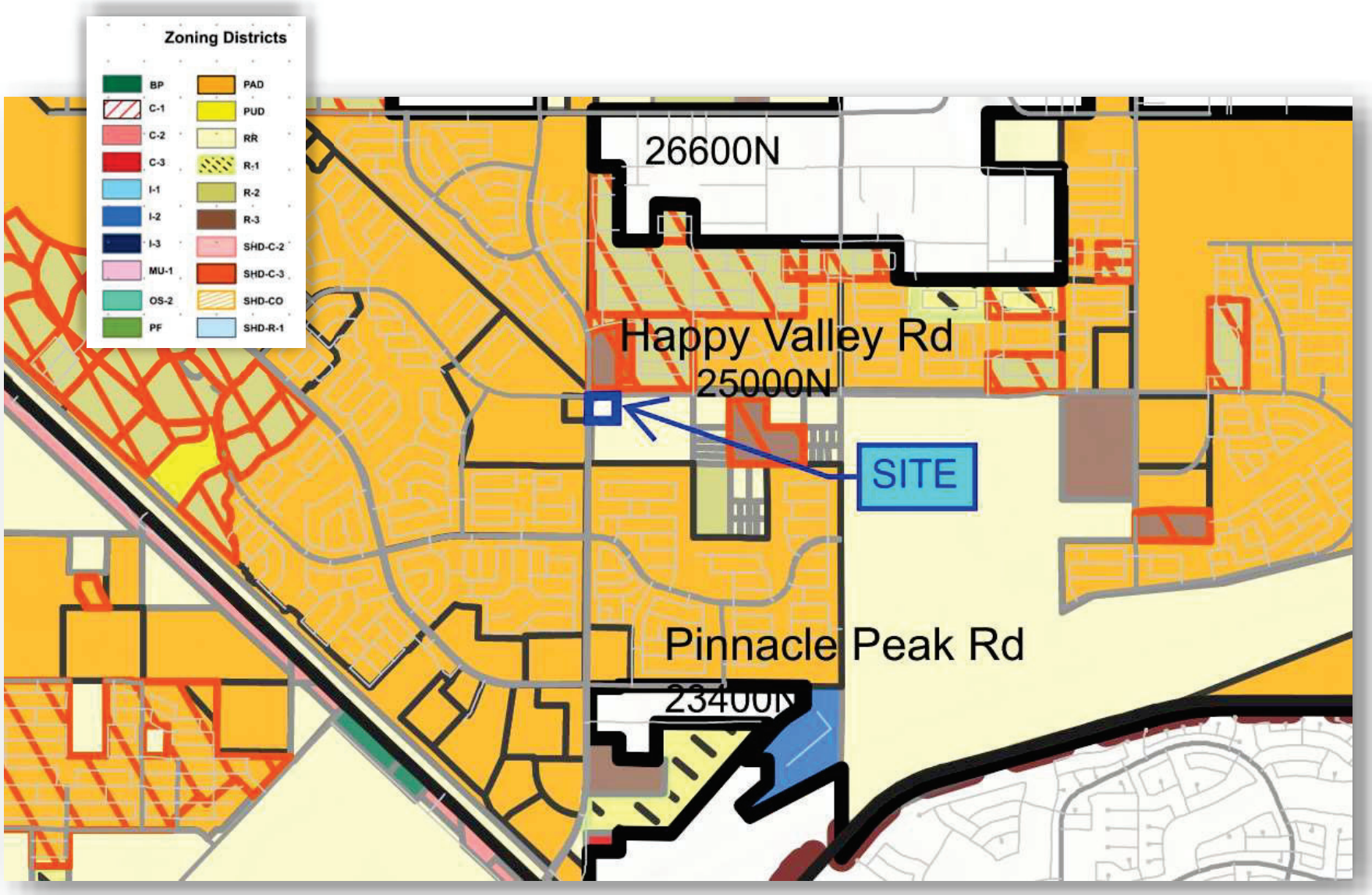


FIGURE 4 - PROPOSED ZONING

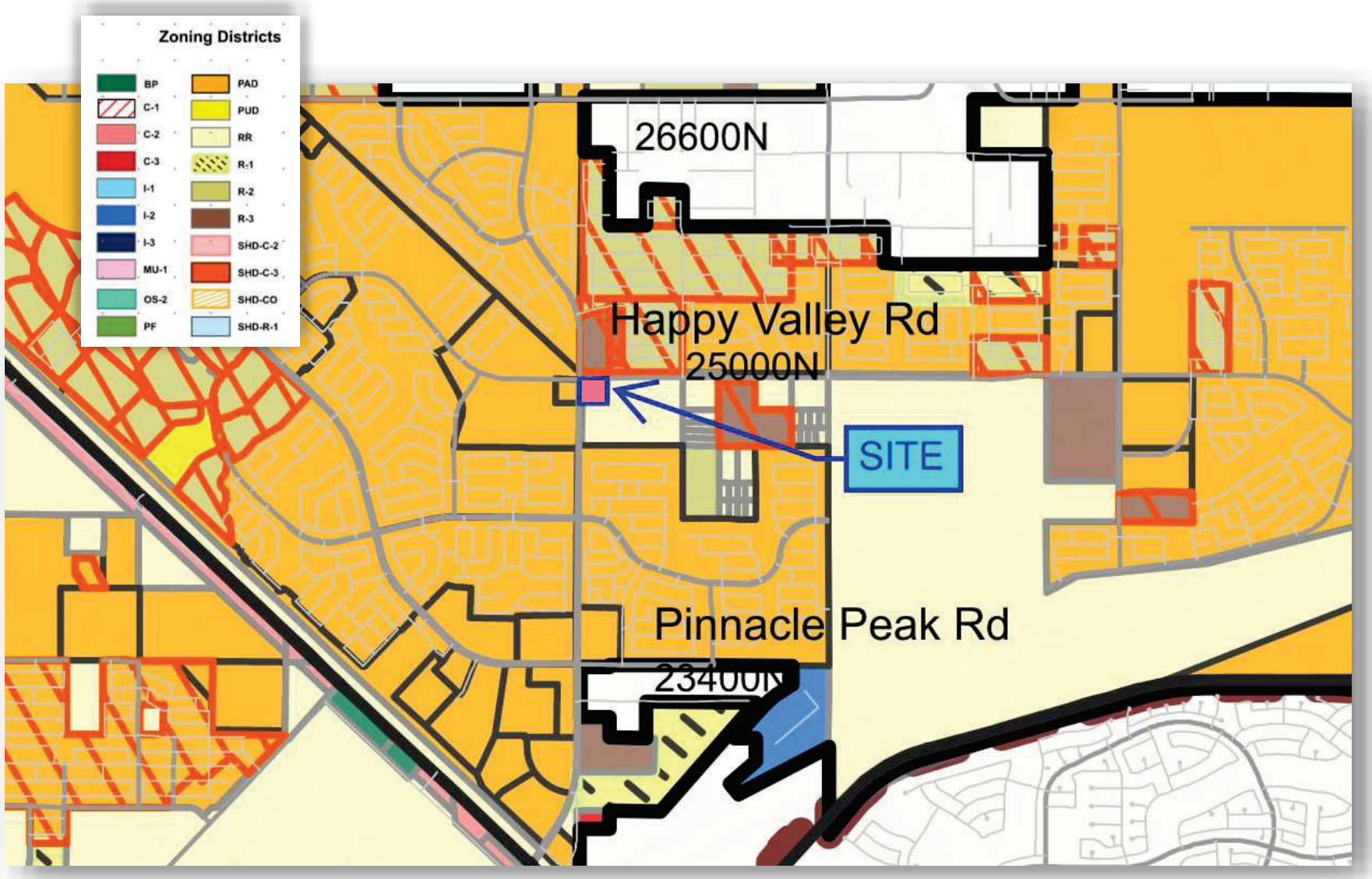
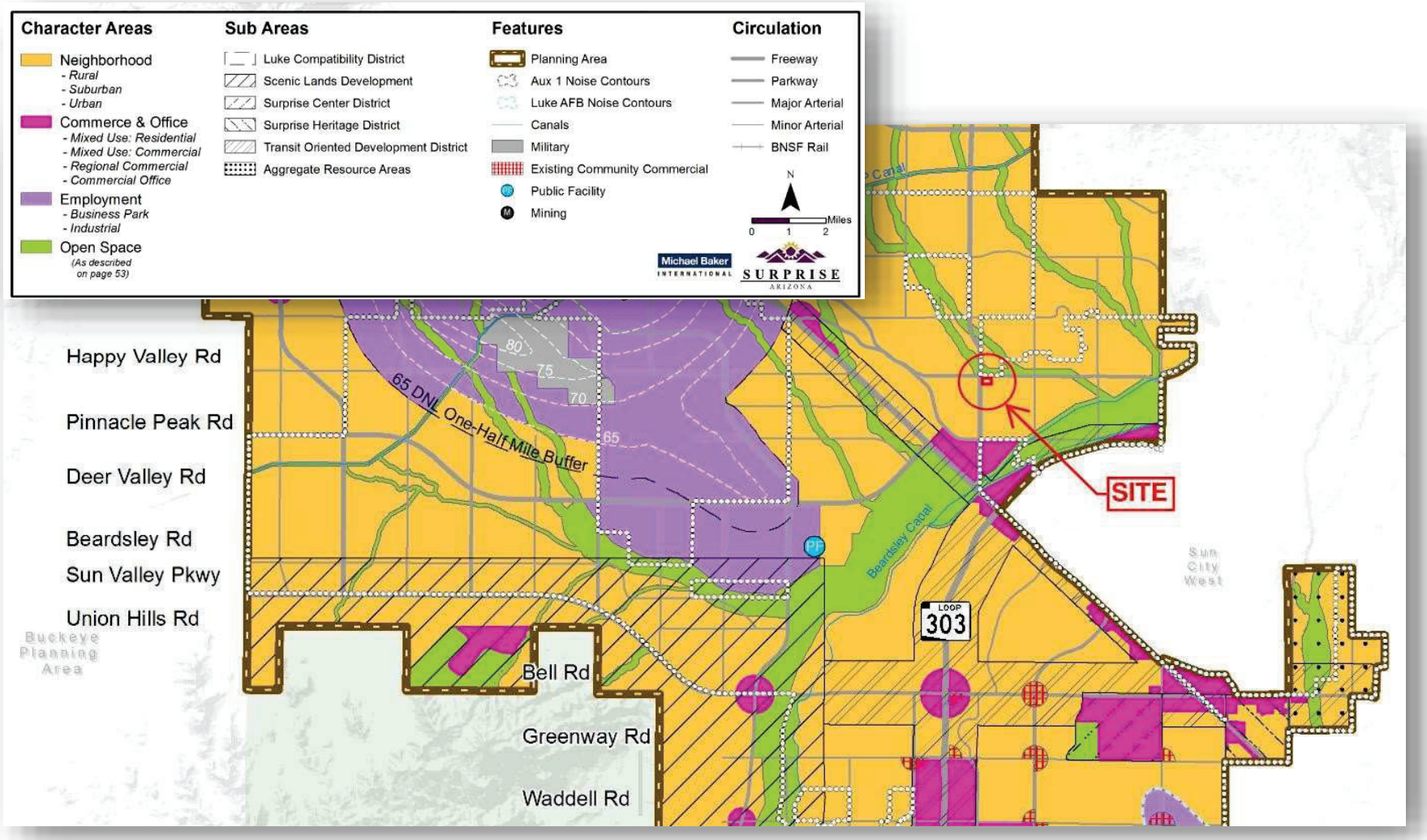


FIGURE 5 – GENERAL PLAN LANE USE MAP



163rd AVENUE & HAPPY VALLEY ROAD

CITY OF SURPRISE, ARIZONA

APN: 503-56-001G

CITIZEN PARTICIPATION REPORT

COS# FS25-0001
JMC ENGINEERING JOB NO. 0175

APRIL 2026

JMC Engineering
7315 North 16th Street, Suite 101, Phoenix, AZ 85020
Tel: 602-374-4148
jmc-eng.com

TABLE OF CONTENTS

1.0 METHODS OF PUBLIC OUTREACH 1
2.0 OUTREACH CONTENT 1
3.0 NEIGHBORHOOD MEETING MINUTES 1
3.1. COMMENTS & CONCERNS 2
3.2. ADDRESSABLE CONCERNS 2
4.0 PLANNING & ZONING COMMISSION 2

APPENDICES

APPENDIX A: Figures & Exhibits A-1

FIGURES & EXHIBITS

300-ft Buffer Map A-2
Mailing Labels A-3
Notification Letters A-4
Affidavit of Sign Posting A-5
Site Posting Map A-6

1.0 METHODS OF PUBLIC OUTREACH

Upon receipt of 2nd review comments for project number COS #FS25-0001, JMC Engineering (applicant) received approval to schedule the Neighborhood Meeting in support of the subject rezone case. The Neighborhood Meeting was held at Asante Preparatory Academy on Wednesday April 1st, 2026 at 6pm. Community members within the project vicinity were invited to review and discuss the proposed rezoning and proposed improvements with the project stakeholders and rezone applicant.

2.0 OUTREACH CONTENT

In accordance with Table 102-2a of the City of Surprise Municipal Code, Part II – Land Development Ordinance, this rezoning request is classified as a Type 3 application; therefore, the following procedures were required prior to the Neighborhood Meeting:

- Legal Advertisement
- Mail-Out by First Class Mail
- Site Posting

The City of Surprise posted the required legal ad and mailed the property owners within 300-ft on March 10th, 2026. The Affidavit of Sign Posting was provided to City of Surprise on March 17th, 2026.

3.0 NEIGHBORHOOD MEETING MINUTES

The following is a list of total attendees for the Neighborhood Meeting held on April 1st, 2026:

City Staff:

- Leslie Carnie (City Planner)
- Ken Chapman (P&Z Commission Chair)

Project Stakeholders:

- Joseph Cirone (Applicant)
- Andy Dooley (Applicant)
- Matthew Stevenson (Master Developer)
- Tom Witt (Master Developer)
- Brett Griffin (Terrible's Representative)

Community Members:

- Lisa Everett [redacted]
- Marvin McCormick [redacted]
- Dan Stockel [redacted]
- John Hobson [redacted]

3.1. COMMENTS & CONCERNS

1) A community member expressed a desire to be able to see the existing and proposed uses for the parcel(s) surrounding the project.
2) A community member expressed interest in knowing the impact on traffic circulation at the adjacent intersection from the proposed improvements.
3) A community member expressed concern for providing diesel fueling at the proposed Terrible's fueling station.

3.2. ADDRESSABLE CONCERNS

1) JMC Engineering recommends that City of Surprise provide resources that allow community members to contextualize the existing and proposed land uses for parcels within the project vicinity for future hearings.
2) Members from JMC Engineering (Applicant) coordinated with the City of Surprise Public Works Department during the design phase of the 163rd Avenue and Happy Valley Road intersection improvement plans. The coordination efforts took into consideration the traffic impacts on 163rd Avenue and Happy Valley Road. The existing driveway and turn lane locations were designed and constructed with this site laid out as proposed.

   The right-in/right-out only access on 163rd Avenue has a continuous right turn lane to provide commuters ample queuing storage for both the commercial use and right turn onto Happy Valley Road.

3) Brett Griffin (Terrible's Representative) assured the community member(s) that diesel fuel would be provided at this fueling station.

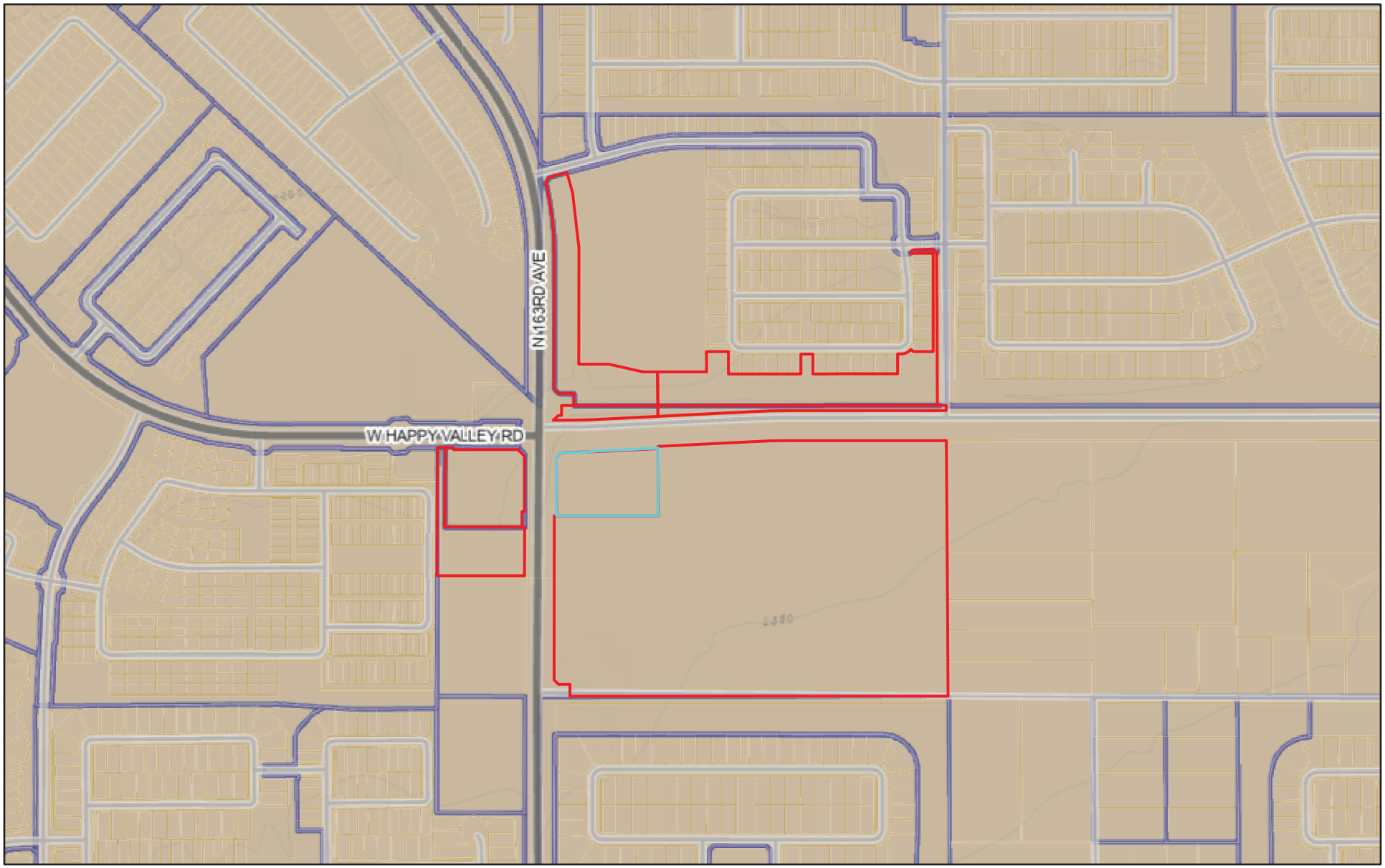
4.0 PLANNING & ZONING COMMISSION

A Planning & Zoning Commission meeting will be held on Thursday, May 7th, 2026 at 6pm. Notification letters will be sent to all property owners within 300-ft of the subject property and a Legal Ad will be posted by the City of Surprise at least 15 days prior to the P&Z Commission meeting.

APPENDIX A: Figures & Exhibits

1. *300-ft Buffer Map*
2. *Mailing Labels*
3. *Notification Letters*
4. *Affidavit of Posting*
5. *Site Posting Map*

300-FT BUFFER Map



October 7, 2025

Override 1

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Maricopa County GIO, Maricopa County Assessor's Office

163 SURPRISE LLC
1545 W EL CAMINITO DR
PHOENIX, AZ 85021

163RD & HAPPY VALLEY ROAD LLC
6721 W REDFIELD RD
PEORIA, AZ 85381

ASANTE DEVELOPMENT PARTNERS LLC
3260 N HAYDEN RD STE 210
SCOTTSDALE, AZ 85251

ASANTE DEVELOPMENT PARTNERS LLC
1665 W ALAMEDA DR STE 130
TEMPE, AZ 85282

PALOMA CREEK COMMUNITY ASSOCIATION INC
450 N DOBSON RD STE 201
MESA, AZ 85201

Date

RE: **PUBLIC NOTICE- NEIGBORHOOD MEETING | REZONE | FS25-0001**
SEC 163RD AVE & HAPPEY VALLEY, SURPRISE, AZ | APN: 503-56-001G

Property Owner or Homeowners Association President:

Please be advised that a formal application has been submitted to the City of Surprise seeking approval of a Rezone for the following described property:

> The property will be subdivided into three (3) parcels with a total gross area of approximately 147,291 square feet (3.38 acres). The property is presently zoned Rural Residential (RR) and is proposed to be rezoned to Community Commercial (C-2), #FS25-0001.

The petitioner is asking the City of Surprise to approve this application to allow development of SEC of 163rd Avenue & Happy Valley on the subject property.

In compliance with the Land Development Code requirements, a neighborhood information meeting will be held to provide you with information regarding the development including the rezone and public hearing process. The neighborhood information meeting will be held on _____from 6pm to 8pm at_____ _____. At this meeting the petitioner will make every effort to illustrate how the property will be developed and to answer any questions.

If you are unable to attend, please do not hesitate to contact our representative, Andy Dooley, with any questions you may have at 602.374.4148 or adooley@jmc-eng.com. You may also contact the project's City of Surprise planner, Leslie Carnie, at 623.222.3153 or leslie.carnie@supriseaz.com. Please refer to the case number FS25-0001. Thank you for your time regarding this matter.

Sincerely,

JMC Engineering, PLLC

Joseph M. Cirone
Principal

JMC Engineering
7315 North 16th Street, Suite 101, Phoenix, AZ 85020
Tel: 602-374-4148
jmc-eng.com

Date

RE: **PUBLIC NOTICE- PLANNING & ZONING COMMISSION | REZONE | FS25-0001**
SEC 163RD AVE & HAPPEY VALLEY, SURPRISE, AZ | APN: 503-56-001G

Property Owner or Homeowners Association President:

Please be advised that a formal application has been submitted to the City of Surprise seeking approval of a Rezone for the following described property:

> The property will be subdivided into three (3) parcels with a total gross area of approximately 147,291 square feet (3.38 acres). The property is presently zoned Rural Residential (RR) and is proposed to be rezoned to Community Commercial (C-2), #FS25-0001.

The petitioner is asking the City of Surprise to approve this application to allow development of SEC of 163rd Avenue & Happy Valley on the subject property.

In compliance with the Development Code requirements, a Planning and Zoning Commission Public Hearing will be held to take into consideration staff presentation, owner/applicant representative presentation, and public testimony to recommend approval, approval with modifications and/or stipulations, or denial of the rezone request to the City Council.

The Planning and Zoning Commission Public Hearing will be held on _____for the purposes of hearing all persons for or against the abovementioned request:

Please do not hesitate to contact our representative, Andy Dooley, with any questions you may have at 602.374.4148 or adooley@jmc-eng.com. You may also contact the project's City of Surprise planner, Leslie Carnie, at 623.222.3153 or leslie.carnie@supriseaz.com. Please refer to the case number FS25-0001. Thank you for your time regarding this matter.

Sincerely,

JMC Engineering, PLLC

Joseph M. Cirone
Principal

JMC Engineering
7315 North 16th Street, Suite 101, Phoenix, AZ 85020
Tel: 602-374-4148
jmc-eng.com

Date

RE: **PUBLIC NOTICE-CITY COUNCIL HEARING | REZONE | FS25-0001**
SEC 163RD AVE & HAPPEY VALLEY, SURPRISE, AZ | APN: 503-56-001G

Property Owner or Homeowners Association President:

Please be advised that a formal application has been submitted to the City of Surprise seeking approval of a Rezone for the following described property:

> The property will be subdivided into three (3) parcels with a total gross area of approximately 147,291 square feet (3.38 acres). The property is presently zoned Rural Residential (RR) and is proposed to be rezoned to Community Commercial (C-2), #FS25-0001.

The petitioner is asking the City of Surprise to approve this application to allow development of SEC of 163rd Avenue & Happy Valley on the subject property.

In compliance with the Development Code requirements, the Planning and Zoning Commission approved the project on _____, for recommendation to the City Council subject to conditions _____-_____.

a. COPY OF STIPULATIONS

b. COPY OF STIPULATIONS

c. COPY OF STIPULATIONS

The City Council Public Hearing will be held on _____for the purposes of hearing all persons for or against the abovementioned request.

please do not hesitate to contact our representative, Andy Dooley, with any questions you may have at 602.374.4148 or adooley@jmc-eng.com. You may also contact the project's City of Surprise planner, Leslie Carnie, at 623.222.3153 or leslie.carnie@supriseaz.com. Please refer to the case number FS25-0001. Thank you for your time regarding this matter.

Sincerely,

JMC Engineering, PLLC

Joseph M. Cirone
Principal

JMC Engineering
7315 North 16th Street, Suite 101, Phoenix, AZ 85020
Tel: 602-374-4148
jmc-eng.com

W. HAPPY VALLEY ROAD
503-56-001G
N. 163RD AVENUE

AFFIDAVIT OF SIGN POSTING

Case Number: FS25-0001

Project Name: 163 + Happy Valley (163 LLC)

Project Location: 163rd Ave and Happy Valley (SE corner)

Date Removed:

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city (see example).

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, as well as the information on the sign, until final disposition of the case.

I confirm that the site has been posted as required, for the case noted above. Photographs of the site posting, and any subsequent changes/updates made to the sign, have also been submitted.

Owner / Application Signature — Date: 3/17/26

This instrument was acknowledged before me this 17 day of March,

20 26 by Matthew F Stevenson

CESAR I. MARQUEZ
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 651575
Expires July 22, 2027

Notary Public

My Commission Expires: July 22 2027

Notice of Public Hearing
City of Surprise
For more information, call:
623-222-3011
surpriseaz.gov

Notice of Public Hearing
City of Surprise
In-Person Neighborhood Meeting:
Date: 04/01/2026
Time: 6:00 PM
Location: Asante Preparatory Academy, Mndia Center
Planning & Zoning:
Date:
Time:
Location:
City Council:
Date:
Time:
Location:
CASE# FS25-0001 | REQUEST FOR REZONING FROM PAD (R-R) TO PAD (C-2)
For more information, call:
623-222-3011
surpriseaz.gov

AFFIDAVIT OF SIGN POSTING

Case Number: FS25-00011

Project Name: 163rd & Happy Valley Rezone

Project Location: 163rd Avenue & Happy Valley Road (SEC)

Date Removed: _____

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city (see example).

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, as well as the information on the sign, until final disposition of the case.

I confirm that the site has been posted as required, for the case noted above. Photographs of the site posting, and any subsequent changes/updates made to the sign, have also been submitted.

Owner / Application Signature Planner — Date 7-14-2026

This instrument was acknowledged before me this 14th day of July, 2026 by Leslie Carnie

MICHELLE MOY
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 635787
Expires October 25, 2026

Notary Public

My Commission Expires: 10-25-2026

Notice of Public Hearing
City of Surprise
07 02 2026
6 00
08 04 2026
6 00 PM
CITY HALL
For more information, call:
623-222-3011
surpriseaz.gov

Notice of Public Hearing
City of Surprise
04/01/2020
6:00 PM
07/02/2020
6:00 PM
08/04/2020
6:00 PM
For more information, call:
623-222-3011
surpriseaz.gov

ORDINANCE # 2026-17

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE OF APPROXIMATELY 3.11 ACRES FROM RURAL RESIDENTIAL (RR) TO COMMUNITY COMMERCIAL (C-2), GENERALLY LOCATED AT THE SOUTHEAST CORNER OF 163RD AVENUE AND HAPPY VALLEY ROAD.

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 Happy Valley Road;

WHEREAS, the subject site is approximately 3.11 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 July 02, 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** 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 "163rd Avenue & Happy Valley Road Rezoning Narrative", prepared by *JMC Engineering*, and received by the City*, April 24, 2026*.

b. Prior to the City recording a Final Plat, or approving either a Site Plan or building permit within the property referenced herein, applicant shall provide the City with a notice of payment from Taylor Morrison, fka William Lyons Homes, that all applicable Regional Improvements Buy-In Fees, as described in the Rancho

Mercardo Supplemental Development Agreement (Regional Improvements Overlay Agreement), have been paid.

c. 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

EXHIBIT "A"

A PORTION OF 163RD AVENUE AND HAPPY VALLEY ROAD AND THAT PARCEL AS DESCRIBED IN 2023-0443852, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HALF-INCH REBAR IN POTHOLE (0.15' DOWN) MARKING THE NORTHWEST CORNER OF SECTION 7 FROM WHICH A 3-INCH CITY OF SURPRISE BRASS CAP FLUSH MARKING THE WEST QUARTER CORNER OF SAID SECTION 7 BEARS SOUTH 00 DEGREES 20 MINUTES 55 SECONDS WEST 2634.21 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;
THENCE SOUTH 00 DEGREES 20 MINUTES 55 SECONDS WEST 134.94 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7 TO A 3-INCH CITY OF SURPRISE BRASS CAP FLUSH MARKING ITS INTERSECTION WITH SAID HAPPY VALLEY ROAD AND THE POINT OF BEGINNING;
THENCE SOUTH 89 DEGREES 44 MINUTES 58 SECONDS EAST 113.95 FEET ALONG THE MONUMENT LINE OF SAID HAPPY VALLEY ROAD TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3000.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 88 DEGREES 49 MINUTES 11 SECONDS EAST, 149.73 FEET;
THENCE CONTINUING ALONG SAID MONUMENT LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 51 MINUTES 36 SECONDS, AN ARC LENGTH OF 149.74 FEET;
THENCE NORTH 87 DEGREES 23 MINUTES 20 SECONDS EAST 275.48 FEET TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL;
THENCE SOUTH 00 DEGREES 03 MINUTES 43 SECONDS EAST 78.08 FEET ALONG SAID NORTHERLY PROLONGATION TO A HALF-INCH REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137" MARKING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HAPPY VALLEY ROAD PER SPECIAL WARRANTY DEED, 2024-0433973, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 43 SECONDS EAST 304.50 FEET ALONG SAID EAST LINE TO A 1-INCH IRON PIPE WITH TAG STAMPED "KLEIN 42137" MARKING THE SOUTHEAST CORNER OF SAID PARCEL, ALSO BEING THE SOUTH LINE OF THE NORTH 500.00 FEET OF GENERAL LAND OFFICE LOT 1;
THENCE NORTH 89 DEGREES 44 MINUTES 52 SECONDS WEST 463.48 FEET ALONG SAID SOUTH LINE TO A HALF-INCH REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137" MARKING THE EASTERLY RIGHT-OF-WAY LINE OF SAID 163RD AVENUE PER SAID SPECIAL WARRANTY DEED;
THENCE CONTINUING NORTH 89 DEGREES 44 MINUTES 52 SECONDS WEST 78.01 FEET ALONG SAID SOUTH LINE TO THE MONUMENT LINE OF SAID 163D AVENUE, ALSO BEING THE WEST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 00 DEGREES 20 MINUTES 55 SECONDS EAST 365.06 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

COMPRISING 200,310 SQUARE FEET MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
42137
DAVID S.
KLEIN
Date Signed 6/4/2026
ARIZONA, U.S.A.

SUPERIOR
SURVEYING SERVICES, INC.

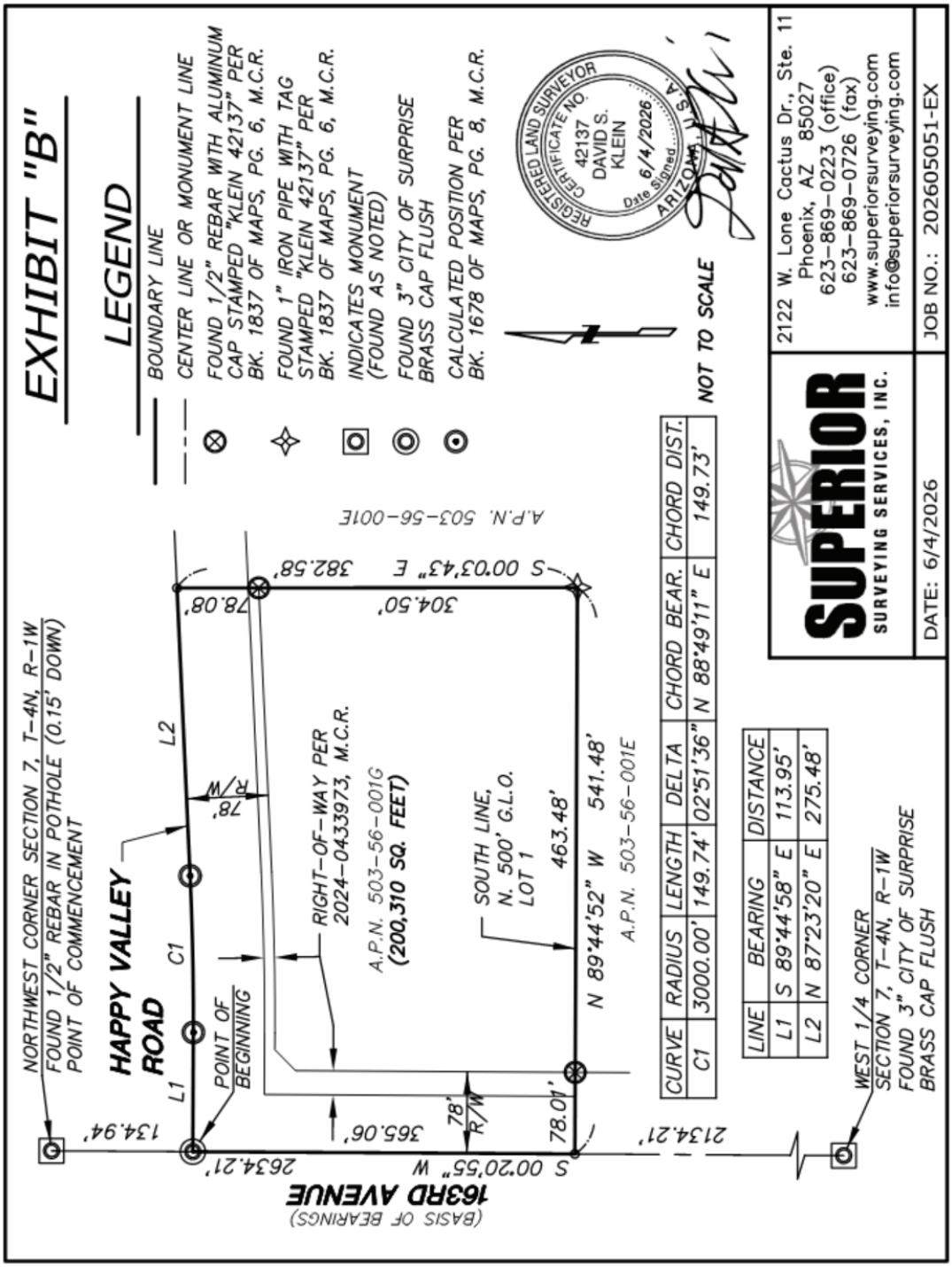
2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 6/4/2026

JOB NO.: 202605051-EX

EXHIBIT B

Depiction



COMMUNITY DEVELOPMENT
Planning Division
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623-222-3154

Planning and Zoning Commission Recommendation
FS25-0001 – 163rd Ave & Happy Valley Road

On July 2, 2026, the Planning and Zoning Commission recommended that City Council approve the rezone case known as "163rd Ave & Happy Valley Road," Case # FS25-0001. The Commission discussed the following:

- Assessment of gas station locations
- Planning considerations for horse trailers
- Community Support/need for service station

The motions were as follows:

Commissioner Perry moved to recommend approval of the rezone of approximately 3.11 acres generally located at 163rd Avenue and Happy Valley Road, Case FS25-0001, subject to stipulations 'a' and 'b' as outlined in the Staff Report. Commissioner Bash seconded the motion. Motion passed with 5 votes in favor. Commissioner Jay Leonard and Commissioner Jared Holland had an excused absence.

FS25-0001

163rd Ave. & Happy Valley

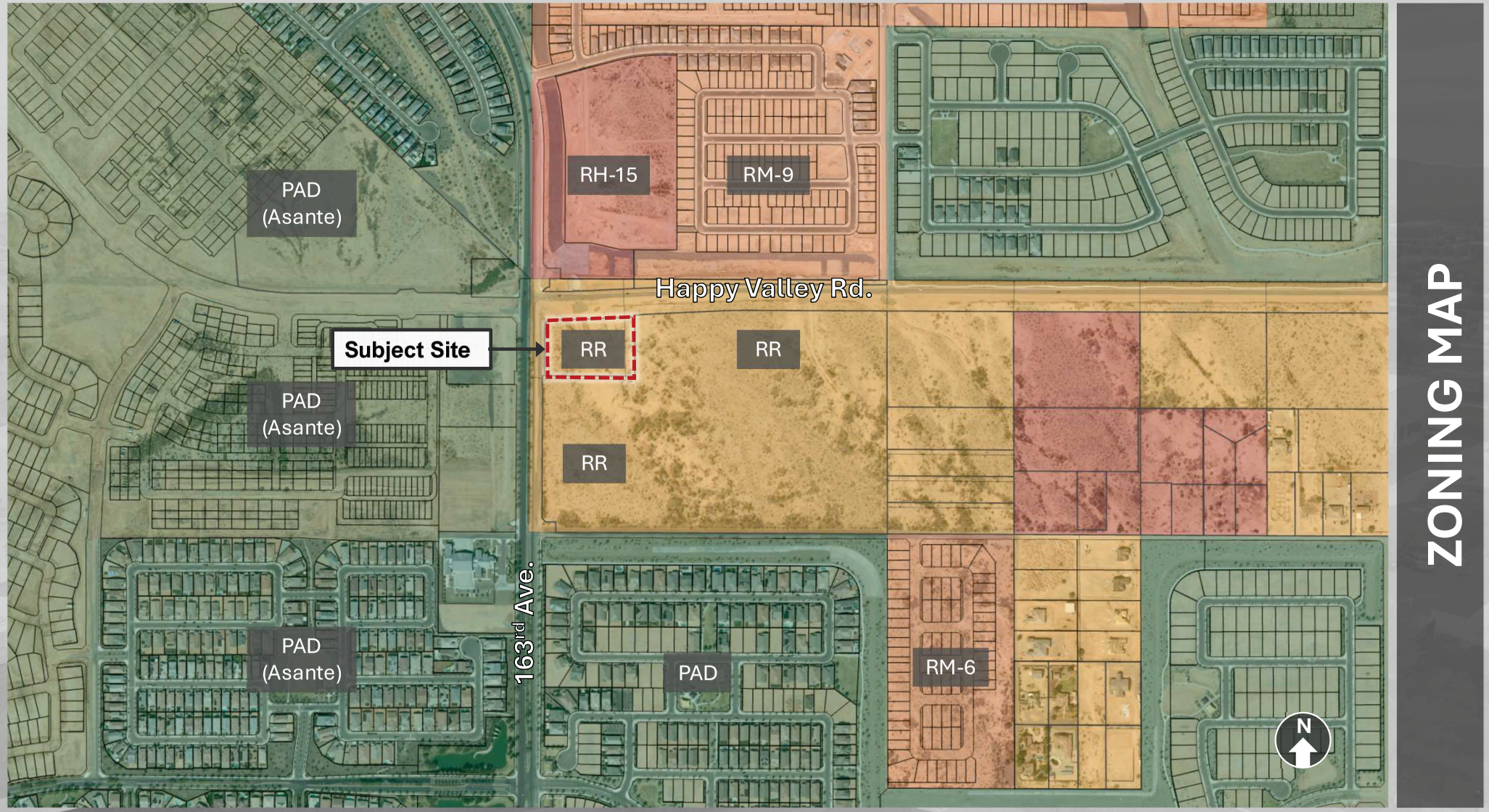
REZONE

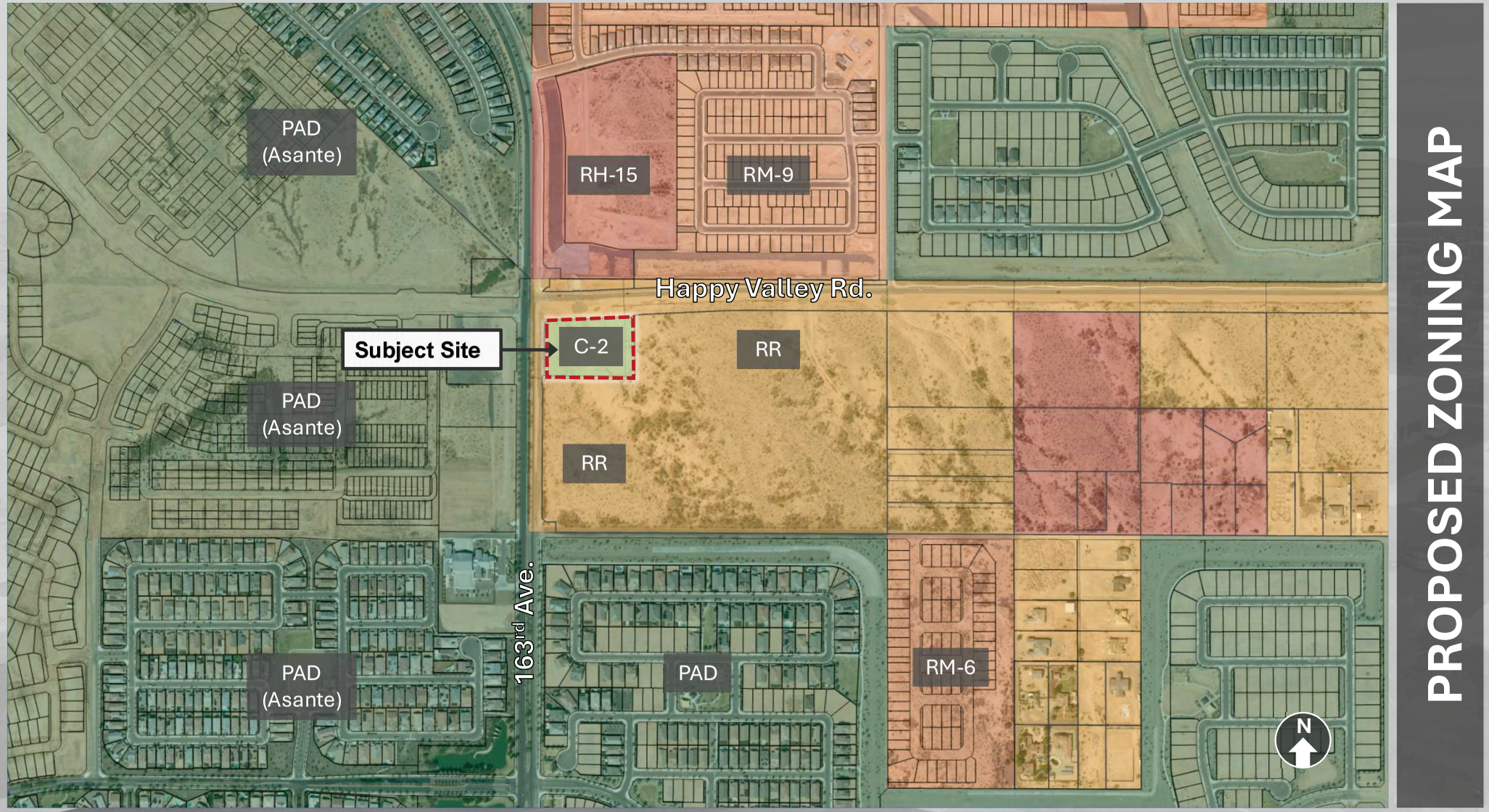
City Council

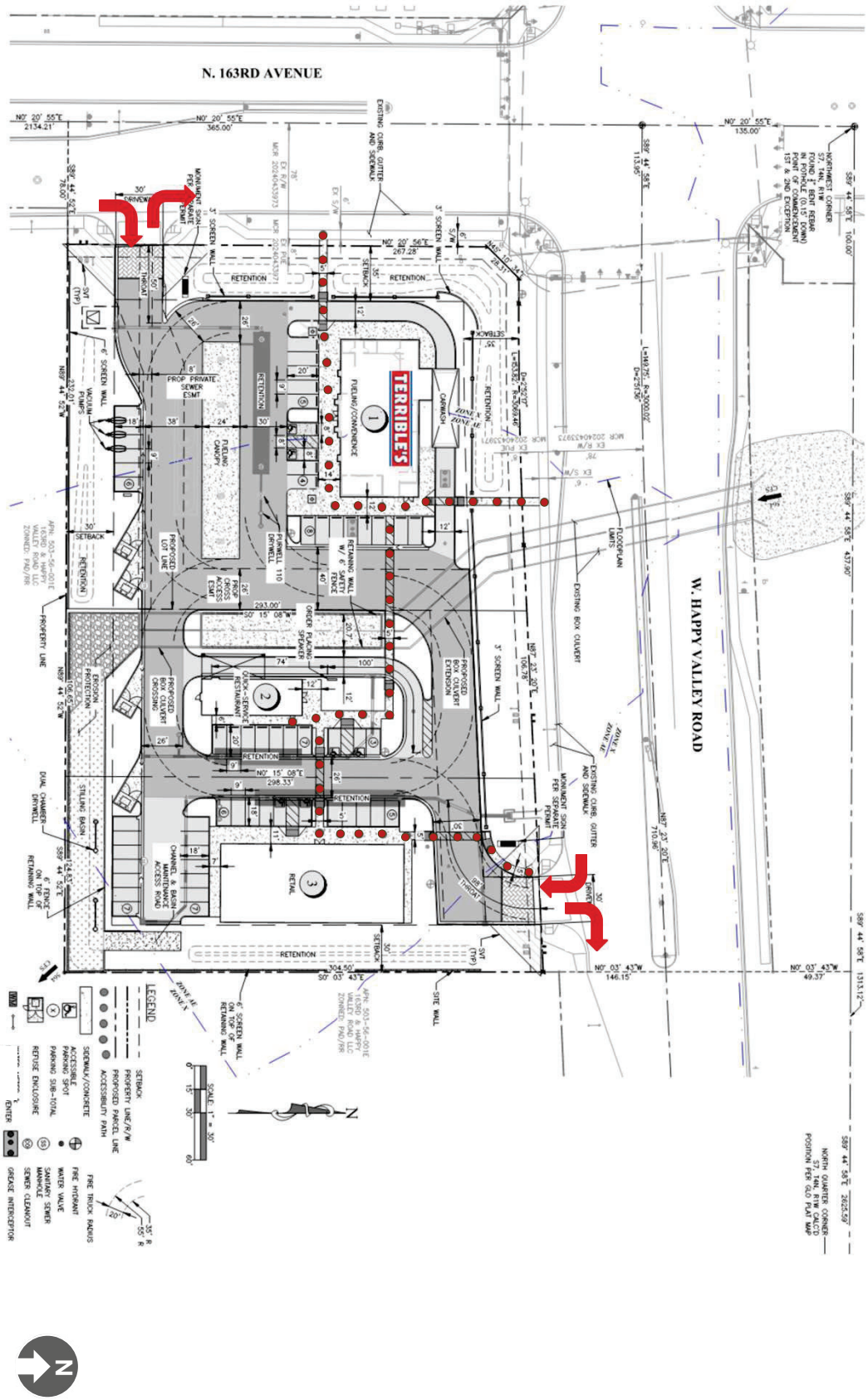
August 04, 2026

SURPRISE
ARIZONA

DESERT OASIS
ASANTE
163rd Ave.
ELLEN RANCH
TIERRA VERDE WEST
TIERRA VERDE EAST
Happy Valley Rd.
Subject Site
(3.11 Acres)
ASANTE
ESCALANTE
N
VICINITY MAP


PAD
(Asante)
RH-15
RM-9
Happy Valley Rd.
Subject Site
RR
RR
PAD
(Asante)
RR
PAD
(Asante)
163rd Ave.
PAD
RM-6
N
ZONING MAP


PROPOSED ZONING MAP
PAD
(Asante)
RH-15
RM-9
Happy Valley Rd.
Subject Site
C-2
RR
PAD
(Asante)
RR
163rd Ave.
PAD
(Asante)
PAD
RM-6
N



CONCEPTUAL SITE PLAN

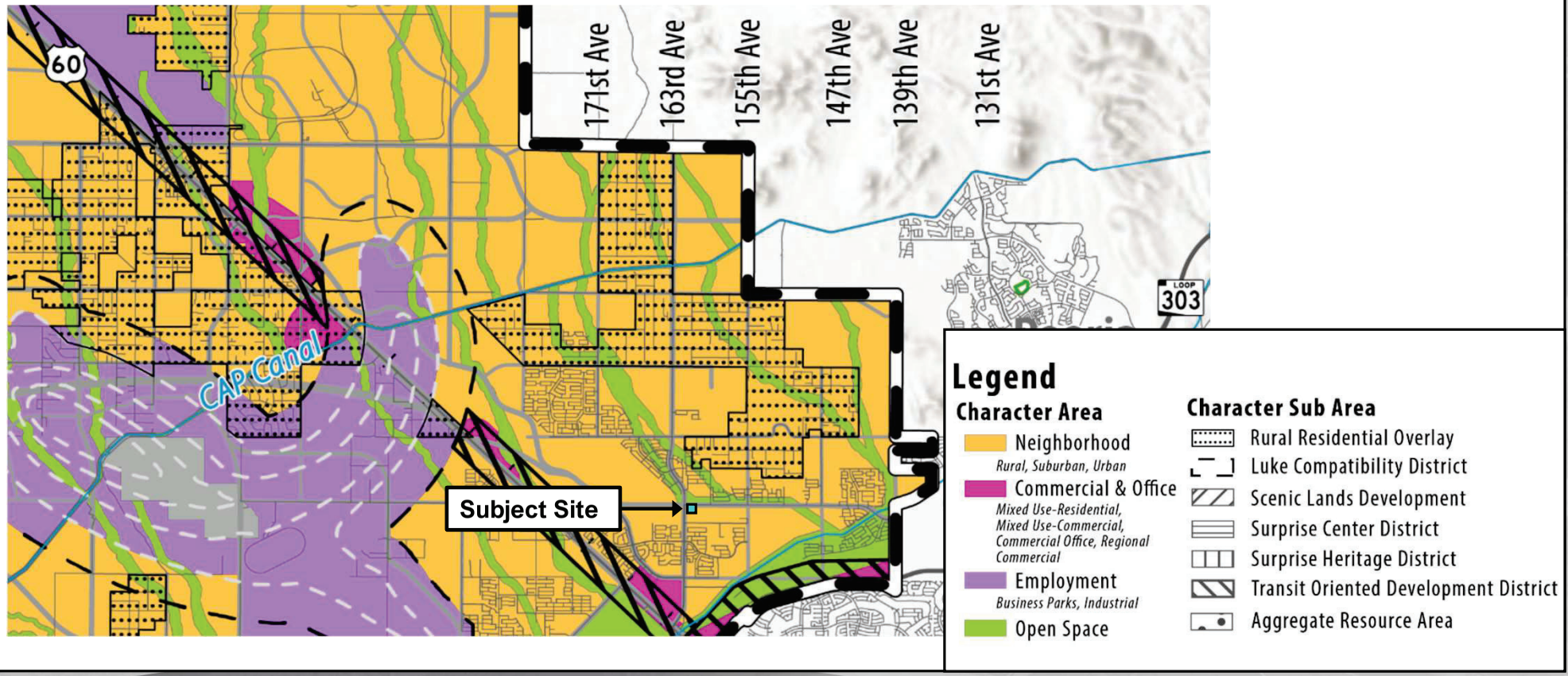
DEVELOPMENT STANDARDS

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

- April 01, 2026
- **Asante Preparatory Academy**

  23251 N. 166th Dr.
- 4 residents in attendance
  - Traffic & Circulation

RECOMMENDATION

On July 02, 2026, the Planning and Zoning Commission recommended **Approval** of the 163rd Avenue and Happy Valley Road Rezone (FS25-0001) subject to stipulations ‘a’ and ‘b’. Stipulation ‘c’ has been added to reflect the Buy-In Fee requirements set forth in the approved Development Agreement.

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

STIPULATIONS

a) Development and use of the site shall be consistent with the Rezone Narrative entitled "163rd Avenue & Happy Valley Road Rezoning Narrative", prepared by *JMC Engineering*, and received by the City*, April 24, 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.

c) Prior to the City recording a Final Plat or approving either a Site Plan or building permit within the property referenced herein, applicant shall provide the City with a notice of payment from Taylor Morrison, fka William Lyons Homes, that all applicable Regional Improvements Buy-In Fees, as described in the Rancho Mercardo Supplemental Development Agreement (Regional Improvements Overlay Agreement), have been paid.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

Agenda Wording:
Consideration and action to approve a resolution of the Mayor and Council of the City of Surprise, Maricopa County, Arizona declaring and adopting the results of the Primary Election held on July 21, 2026, and ordering the recording of such resolution; Resolution 2026-109

Motion:
I move to approve Resolution 2026-109, declaring and adopting the results of the Primary Election held on July 21, 2026.

Background:
The Primary Election was held for the office of Councilmember for Districts 1, 5 & 6. The official results reports were provided by Maricopa County.
A.R.S. 16-642.A.3 requires the governing body to meet and canvass the election within 20 days following the election:
16-642. Canvass of election; postponements
A. The governing body holding an election shall meet and canvass the election as follows:
1. The governing board of a county shall meet and canvass as follows:(a) For the primary election, not later than the second Monday after the election. (b) For the general election, not later than the third Thursday after the election.
2. The secretary of state shall canvass as follows:(a) For the primary election, not later than the third Thursday after the election.(b) For the general election, not later than the third Monday after the election.
3. The governing body of a city, town or special district shall meet and canvass the election not less than six days and not more than twenty days following the election.

Objective Analysis:
Upon approval of this resolution, the election results become official and any statutory appeal time begins.

Policy Compliant:
The canvass is required by State Law.

Financial Impact:
N/A

Budget Impact:
N/A
FTE Impact:
N/A

ATTACHMENTS:
1. 01 RESOLUTION NO 2026 109_Primary Election Canvass 08042026
2. 02 EXHIBIT A_FINAL Results Summary Report
3. 03 EXHIBIT B_FINAL Results Statement of Vote 08042026
4. 04 EXHIBIT C_FINAL Results_Supplemental Repts 08042026

RESOLUTION NO. 2026-109

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON JULY 21, 2026 AND ORDERING THE RECORDING OF SUCH RESOLUTION

WHEREAS, the City of Surprise held a Primary Election on the 21st day of July 2026 for the election of 3 Councilmembers for Districts 1, 5 & 6; and

WHEREAS, the election returns have been presented to and have been canvassed by the Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Surprise, Maricopa County, Arizona, that:

SECTION 1: The total number of ballots cast at said Primary Election was 12,134 and were distributed as follows (Exhibit "A" – Final Official Results, Exhibit "B" – Final Statement of Vote, Exhibit "C" Supplemental Reports):

Districts:	**Actual Vote Total:**	
District 1 (Acacia)	6,258	22.21%
District 5 (Palm)	2,935	20.73%
District 6 (Palo Verde)	2,941	19.63%

SECTION 3: The total number of ballots cast at said Primary Election for the Office of Councilmember District 1 (Acacia) was 6,258. Total number of ballots rejected (Not Qualified Write-ins) for whom no timely nomination papers filed was 42, and Over/Under votes were 577. The actual votes cast for the candidate(s) were as follows:

Candidate:	**Actual Vote Total:**	
HANEY, NICK	**5,639**	**99.26%**

It is hereby found, determined and declared of record, that the following candidate for Councilmember of District 1 (Acacia) did receive more than one half of the total number of votes cast for Councilmember at said election, and such candidate shall be declared elected and shall receive a certificate of election:

NICK HANEY

SECTION 4: The total number of ballots cast at said Primary Election for the Office of Councilmember District 5 (Palm) was 2,935. Total number of ballots rejected (Not Qualified Write-ins) for whom no timely nomination papers filed was 80, and Over/Under votes were 392. The actual votes cast for the candidate(s) were as follows:

Candidate:	**Actual Vote Total:**	
HASTINGS, JACK	**2,463**	**96.85%**

It is hereby found, determined and declared of record, that the following candidate for Councilmember of District 5 (Palm) did receive more than one half of the total number of votes cast for Councilmember at said election, and such candidate shall be declared elected and shall receive a certificate of election:

JACK HASTINGS

SECTION 5: The total number of ballots cast at said Primary Election for the Office of Councilmember District 6 (Palo Verde) was 2,941. Total number of ballots rejected (Not Qualified Write-ins) for whom no timely nomination papers filed was 23, and Over/Under votes were 317. The actual votes cast for the candidate(s) were as follows:

Candidate:	**Actual Vote Total:**	
JUDD, CHRIS	**2,531**	**96.46%**
DEAKIN, CARRIE	**70**	**2.67%**

It is hereby found, determined and declared of record, that the following candidate for Councilmember of District 6 (Palo Verde) did receive more than one half of the total number of votes cast for Councilmember at said election, and such candidate shall be declared elected and shall receive a certificate of election:

CHRIS JUDD

SECTION 6: It is ordered that, directly following the adoption of this Resolution, the City Clerk shall record this Resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and City Council of the City of Surprise, Arizona, this **4th day of August 2026.**

Mayor, Kevin D. Sartor

ATTEST:

Kristi Passarelli, City Clerk

APPROVED TO FORM:

Jeffrey Murray, City Attorney

EXHIBIT A

PRIMARY ELECTION

JULY 21, 2026

FINAL RESULTS – SUMMARY

Maricopa County Final Official Results

2026 Primary Election July 21, 2026

Surprise

Registration and Turnout Category	Counting Group	Registered Voters	Turnout
Total Registration and Turnout	Total	57,317	12,134
Total	Early A.R.S. 16-579		353
Total	Early Vote		10,627
Total	Election Day		1,150
Total	Provisional		4
DEM Registration & Turnout	Total	11,726	4,316
DEM	Early A.R.S. 16-579		106
DEM	Early Vote		3,996
DEM	Election Day		213
DEM	Provisional		1
REP Registration & Turnout	Total	24,444	7,489
REP	Early A.R.S. 16-579		242
REP	Early Vote		6,372
REP	Election Day		872
REP	Provisional		3
LBT Registration & Turnout	Total	435	31
LBT	Early A.R.S. 16-579		0
LBT	Early Vote		27
LBT	Election Day		4
LBT	Provisional		0
GRN Registration & Turnout	Total	74	14
GRN	Early A.R.S. 16-579		0
GRN	Early Vote		10
GRN	Election Day		4
GRN	Provisional		0
NOL Registration & Turnout	Total	856	258
NOL	Early A.R.S. 16-579		3
NOL	Early Vote		205
NOL	Election Day		50
NOL	Provisional		0
NON Registration & Turnout	Total	19,782	26
NON	Early A.R.S. 16-579		2
NON	Early Vote		17
NON	Election Day		7
NON	Provisional		0

Surprise Dist 1-Councilmember

Vote For:	1	
Votes cast for NON - HANEY, NICK	5,639	99.26%
Votes cast for Write-in	42	0.74%
Under Votes:	574	
Over Votes:	3	
Total Votes:	5,681	

Maricopa County Final Official Results

2026 Primary Election July 21, 2026

Surprise

Surprise Dist 5-Councilmember

Vote For:	1	
Votes cast for NON - HASTINGS, JACK	2,463	96.85%
Votes cast for Write-in	80	3.15%
Under Votes:	391	
Over Votes:	1	
Total Votes:	2,543	

Surprise Dist 6-Councilmember

Vote For:	1	
Votes cast for NON - JUDD, CHRIS	2,531	96.46%
Votes cast for Write-in	0	0.00%
Votes cast for DEAKIN, CARRIE	70	2.67%
Votes cast for *NOT QUALIFIED*	23	0.88%
Under Votes:	316	
Over Votes:	1	
Total Votes:	2,624	

EXHIBIT B

PRIMARY ELECTION

JULY 21, 2026

FINAL RESULTS – STATEMENT OF VOTE

Maricopa County Final Statement of Vote - Surprise

2026 Primary Election July 21, 2026

Surprise Dist 1-Councilmember

Precinct	Counting Group	Registered Voters	Voters Cast	Turnout (%)	Votes cast for NON - HANEY, NICK	Write-ins	Over Votes	Under Votes	Total Votes
0036 ASANTE	Total	4807	834	17.35%	766	3	0	65	769
0181 CRABAPPLE	Total	0	0		0	0	0	0	0
0194 DALE	Total	709	191	26.94%	173	1	0	17	174
0216 DESERT OASIS	Total	5073	724	14.27%	650	8	0	66	658
0348 HAPPY TRAILS	Total	984	473	48.07%	412	0	0	61	412
0527 MOLLY	Total	3666	795	21.69%	745	7	0	43	752
0535 MORRISTOWN	Total	0	0		0	0	0	0	0
0837 TILLMAN	Total	5373	1545	28.75%	1408	10	0	127	1418
0919 WILLOW CANYON	Total	4523	1032	22.82%	910	5	0	117	915
0924 WITTMANN	Total	0	0		0	0	0	0	0
0939 CANAL	Total	1185	292	24.64%	245	4	2	41	249
0952 MARSHALL	Total	1855	372	20.05%	330	4	1	37	334
Total - Early Vote		28175	5398	19.16%	4882	36	3	477	4918
Total - Election Day		28175	642	2.28%	558	3	0	81	561
Total - Early A.R.S. 16-579		28175	214	0.76%	196	3	0	15	199
Total - Provisional		28175	4	0.01%	Redacted	Redacted	Redacted	Redacted	Redacted
Contest Total		28175	6258	22.21%	5639	42	3	574	5681

Maricopa County Final Statement of Vote - Surprise

2026 Primary Election July 21, 2026

Surprise Dist 5-Councilmember

Precinct	Counting Group	Registered Voters	Voters Cast	Turnout (%)	Votes cast for NON - HASTINGS, JACK	Write-ins	Over Votes	Under Votes	Total Votes
0454 LISBON	Total	4101	743	18.12%	623	18	0	102	641
0616 PARADISE	Total	2110	371	17.58%	303	13	0	55	316
0736 SARIVAL	Total	5802	1295	22.32%	1088	31	1	175	1119
0949 HONEYSUCKLE	Total	2148	526	24.49%	449	18	0	59	467
Total - Early Vote		14161	2631	18.58%	2215	68	0	348	2283
Total - Election Day		14161	243	1.72%	191	12	1	39	203
Total - Early A.R.S. 16-579		14161	61	0.43%	57	0	0	4	57
Total - Provisional		14161	0	0.00%	0	0	0	0	0
Contest Total		14161	2935	20.73%	2463	80	1	391	2543

Maricopa County Final Statement of Vote - Surprise

2026 Primary Election July 21, 2026

Surprise Dist 6-Councilmember

Precinct	Counting Group	Registered Voters	Voters Cast	Turnout (%)	Votes cast for NON - JUDD, CHRIS	Write-ins	Over Votes	Under Votes	Total Votes	Votes cast for DEAKIN, CARRIE	Votes cast for *NOT QUALIFIED*
0418 KENLY FARMS	Total	2950	569	19.29%	499	0	0	53	516	13	4
0472 LUDDEN	Total	3710	713	19.22%	617	0	0	84	629	8	4
0494 MARLEY PARK	Total	3683	706	19.17%	593	0	0	91	615	14	8
0509 MERCER	Total	2863	534	18.65%	457	0	0	56	478	17	4
0931 YUCATAN	Total	1775	419	23.61%	365	0	1	32	386	18	3
Total - Early Vote		14981	2598	17.34%	2248	0	0	270	2328	63	17
Total - Election Day		14981	265	1.77%	214	0	1	39	225	5	6
Total - Early A.R.S. 16-579		14981	78	0.52%	69	0	0	7	71	2	0
Total - Provisional		14981	0	0.00%	0	0	0	0	0	0	0
Contest Total		14981	2941	19.63%	2531	0	1	316	2624	70	23

EXHIBIT C

PRIMARY ELECTION

JULY 21, 2026

FINAL RESULTS – SUPPLEMENTAL REPORTS

PRECINCT #0036

Reason Code	Description	Count
BS	Bad Signature	6
NS	No Signature	2
L	Returned Late	7
	PRECINCT #0036 TOTAL	**15**

PRECINCT #0194

Reason Code	Description	Count
BS	Bad Signature	1
	PRECINCT #0194 TOTAL	**1**

PRECINCT #0216

Reason Code	Description	Count
BS	Bad Signature	2
NS	No Signature	2
L	Returned Late	5
	PRECINCT #0216 TOTAL	**9**

PRECINCT #0348

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	2
	PRECINCT #0348 TOTAL	**3**

PRECINCT #0418

Reason Code	Description	Count
BS	Bad Signature	5
NS	No Signature	1
L	Returned Late	9
	PRECINCT #0418 TOTAL	**15**

PRECINCT #0454

Reason Code	Description	Count
BS	Bad Signature	3

NS	No Signature	5
L	Returned Late	6
	PRECINCT #0454 TOTAL	**14**

PRECINCT #0472

Reason Code	Description	Count
BS	Bad Signature	2
NS	No Signature	1
L	Returned Late	3
	PRECINCT #0472 TOTAL	**6**

PRECINCT #0494

Reason Code	Description	Count
BS	Bad Signature	2
NS	No Signature	1
L	Returned Late	10
	PRECINCT #0494 TOTAL	**13**

PRECINCT #0509

Reason Code	Description	Count
BS	Bad Signature	1
L	Returned Late	1
	PRECINCT #0509 TOTAL	**2**

PRECINCT #0527

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	1
L	Returned Late	11
	PRECINCT #0527 TOTAL	**13**

PRECINCT #0616

Reason Code	Description	Count
L	Returned Late	3
	PRECINCT #0616 TOTAL	**3**

PRECINCT #0736

Reason Code	Description	Count
BS	Bad Signature	6
NS	No Signature	3
L	Returned Late	5
	PRECINCT #0736 TOTAL	**14**

PRECINCT #0837

Reason Code	Description	Count
BS	Bad Signature	8
NS	No Signature	2
L	Returned Late	7
	PRECINCT #0837 TOTAL	**17**

PRECINCT #0919

Reason Code	Description	Count
BS	Bad Signature	7
NS	No Signature	2
L	Returned Late	4
	PRECINCT #0919 TOTAL	**13**

PRECINCT #0931

Reason Code	Description	Count
L	Returned Late	4
	PRECINCT #0931 TOTAL	**4**

PRECINCT #0939

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	1

L	Returned Late	2
	PRECINCT #0939 TOTAL	**4**

PRECINCT #0949

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	1
L	Returned Late	4
	PRECINCT #0949 TOTAL	**6**

PRECINCT #0952

Reason Code	Description	Count
BS	Bad Signature	3
NS	No Signature	1
L	Returned Late	4
	PRECINCT #0952 TOTAL	**8**

SUMMARY - ALL PRECINCTS

Reason Code	Description	Count
BS	Bad Signature	50
NS	No Signature	25
	Total Rejected	**75**
L	Returned Late	85
	Total Rejected + Late	**160**

Provisional Totals by Precinct - Canvass

1425 2026-07-21, Maricopa County, July 21 2026
Primary Election

Surprise, City of

PRECINCT #0036

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	2
		Total Yes	**2**
		PRECINCT #0036 TOTAL	**2**

PRECINCT #0050

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
		Total No	**1**
		PRECINCT #0050 TOTAL	**1**

PRECINCT #0216

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
		Total Yes	**1**
		PRECINCT #0216 TOTAL	**1**

PRECINCT #0330

Counted	Reason Code	Description	Count
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
		Total No	**1**
		PRECINCT #0330 TOTAL	**1**

PRECINCT #0339

Counted	Reason Code	Description	Count
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
		Total No	**1**
		PRECINCT #0339 TOTAL	**1**

PRECINCT #0346

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
		Total No	**1**
		PRECINCT #0346 TOTAL	**1**

PRECINCT #0348

Counted	Reason Code	Description	Count
No			
	B17	CONDITIONAL PROVISIONAL - SUFFICIENT ID NOT PROVIDED BY DEADLINE	1
		Total No	**1**
		PRECINCT #0348 TOTAL	**1**

PRECINCT #0427

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
		Total Yes	**1**
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
		Total No	**2**
		PRECINCT #0427 TOTAL	**3**

PRECINCT #0454

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
		Total No	**2**
		PRECINCT #0454 TOTAL	**2**

PRECINCT #0472

Counted	Reason Code	Description	Count
No			
	B17	CONDITIONAL PROVISIONAL - SUFFICIENT ID NOT PROVIDED BY DEADLINE	1
		Total No	**1**
		PRECINCT #0472 TOTAL	**1**

PRECINCT #0509

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
		Total No	**1**
		PRECINCT #0509 TOTAL	**1**

PRECINCT #0513

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
		Total No	**2**
		PRECINCT #0513 TOTAL	**2**

PRECINCT #0527

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	2
		Total No	**2**
		PRECINCT #0527 TOTAL	**2**

PRECINCT #0616

Counted	Reason Code	Description	Count
No			
	B17	CONDITIONAL PROVISIONAL - SUFFICIENT ID NOT PROVIDED BY DEADLINE	1
		Total No	**1**
		PRECINCT #0616 TOTAL	**1**

PRECINCT #0736

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
		Total No	**2**
		PRECINCT #0736 TOTAL	**2**

PRECINCT #0779

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
		Total Yes	**1**
		PRECINCT #0779 TOTAL	**1**

PRECINCT #0816

Counted	Reason Code	Description	Count
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
		Total No	**1**
		PRECINCT #0816 TOTAL	**1**

PRECINCT #0837

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
		Total No	**1**
		PRECINCT #0837 TOTAL	**1**

PRECINCT #0892

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
		Total Yes	**1**
		PRECINCT #0892 TOTAL	**1**

PRECINCT #0919

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	1
		Total Yes	**1**
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
		Total No	**2**
		PRECINCT #0919 TOTAL	**3**

SUMMARY - ALL PRECINCTS

Counted	Reason Code	Description	Count
Yes			
	A	ACCEPTED	7
		Total Yes	**7**
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	11
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	8
	B17	CONDITIONAL PROVISIONAL - SUFFICIENT ID NOT PROVIDED BY DEADLINE	3
		Total No	**22**
		Cumulative Total:	**29**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: Human Svcs and Comm Vitality
Staff Recommendations:

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

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

Agenda Wording:
Consideration and action pertaining to the Fiscal Year 2027 grant awards for the Surprise Community Outreach Program.

Motion:
I move to approve the Fiscal Year 2027 funding recommendations from the Surprise Community Outreach Program as presented.

Background:
The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service, programs and events to citizens of the City of Surprise. This fiscal year the Council allocated $150,000 for the program.

Objective Analysis:
The Surprise Community Outreach Program was designed to provide non-profit 501(c)3 organizations with options for funding programs and/or events.

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

Financial Impact:
For FY2027, the Subcommittee's total award recommendation is $150,000. The awards are paid to agencies on a reimbursement basis upon submittal of quarterly reimbursement requests and reports.

Budget Impact:
The FY2027 approved budget for the Human Service and Community Vitality Department includes a total of $160,000 for community outreach activities; $10,000 for the Neighborhood Grant Program and $150,000 for the Surprise Community Outreach Program.

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

ATTACHMENTS:

1. HSCV Staff Report - SCOP FY27
2. FY27 SCOP Presentation

Date: August 4, 2026

To: Surprise City Council

From: Seth Dyson, HSCV Director

Re: Surprise Community Outreach Program FY27

Introduction

The Surprise Community Outreach Program was designed to provide non-profit 501(c)3 organizations with options for funding programs and/or events.

Background

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service to citizens of the City of Surprise. The City has allocated $150,000 for SCOP Fiscal Year 2027 and $10,000 for the Neighborhood Grant Program. The Subcommittee on Community Outreach, Partnerships and Grants reviewed applications and are making recommendations to the full City Council for award.

Committee Recommendations

The Subcommittee on Community Outreach, Partnerships and Grants held a meeting on June 5th to hear presentations and again on June 11th to review, discuss and act upon the eligible applications received. A total of sixty (60) applications were received.

Subcommittee recommendations are as follows:

Agency	Requested	Recommendation
Spencer's Place	$10,000	$10,000
Surprise Original Townsite Stakeholders Committee	$10,000	$10,000
Radiant Church	$10,000	$8,100
Valley View Community Food Bank	$10,000	$7,000
Dysart Special Education PTSA	$7,000	$6,000

Sounds of Autism	$5,000	$5,000
Women4WomenTempe	$5,000	$5,000
Seeds of Hope International Ministries	$5,000	$5,000
AllThrive 365	$10,000	$5,000
America's Mighty Warriors	$10,000	$5,000
Arizona Burn Foundation	$10,000	$5,000
Dysart Education Foundation	$10,000	$5,000
HART Pantry	$10,000	$5,000
Corte Bella Vets	$7,500	$5,000
The Joy Bus	$7,500	$5,000
Valley of the Sun YMCA	$10,000	$5,000
Benevilla	$10,000	$4,950
Sun Health Foundation	$5,700	$4,700
Autism Life and Living	$10,000	$4,500
Actors PLAYground	$8,000	$4,000
WHAM Art Association	$10,000	$4,000
Best Buddies International, Inc.	$10,000	$4,000
A Mighty Change of Heart	$7,500	$3,750
West Valley Arts Council	$4,500	$3,000
Senior Hope	$7,000	$3,000
New Life Center	$10,000	$3,000
AZ Community Impact	$10,000	$3,000
One Step Beyond Inc.	$5,000	$2,500
The Foster Alliance	$5,000	$2,500
Pawsitive Friendships	$5,000	$2,500
Teen Lifeline	$5,000	$2,500
Honor Dance	$2,000	$1,000
Youth Play USA	$10,000	$1,000
Surprise & Sun City West Rotary Charitable Fund	$10,000	$0
Dress for Success Phoenix	$10,000	$0
The Silent Survivors Project	$10,000	$0
Adelante Healthcare, Inc.	$10,000	$0
Cancer Support Community Arizona	$10,000	$0
Surprise Young Life	$10,000	$0
1N10 Inc. dba one-n-ten	$5,000	$0
Fresh Start Women's Foundation	$10,000	$0
Beacon Group	$10,000	$0
Mission of Mercy	$5,000	$0
Battle Belle's Community Behavioral Health Services	$10,000	$0
Keys to Change	$10,000	$0
Chicanos Por La Causa	$10,000	$0

Arizona Educational Foundation	$5,000	$0
Youngtown Community Fund Medical Equipment Lending Center	$10,000	$0
First Tee - Phoenix	$10,000	$0
Central Arizona Shelter Services Inc (CASS)	$10,000	$0
Sleep In Heavenly Peace Arizona	$5,000	$0
Compudopt	$10,000	$0
Building Bright Futures	$7,500	$0
Banner Health Foundation	$9,100	$0
notMYkid	$9,500	$0
Big Brothers Big Sisters of Central Arizona	$10,000	$0
Unlimited Potential	$10,000	$0
At The Outlet, Inc.	$10,000	$0
AZ Champions for Kids	$10,000	$0
Borkor Point Foundation	$5,000	$0
TOTAL	**$502,800**	**$150,000**

Future Actions

- Award notifications to be sent immediately after Council action.
- Spending and projects must be complete by June 15, 2027.

Recommendation

Approval of Surprise Community Outreach Program awards as recommended by the Committee on Community Outreach, Partnerships and Grants.

WELCOME

Community Outreach Program

FY2026-2027

SURPRISE
ARIZONA

Program Purpose

- To support local non-profit organizations serving the City of Surprise residents.
- Surprise Sub-Committee on Community Outreach, Partnerships & Grants makes funding recommendations.
- Sub-Committee members are Councilmembers Chris Judd (Chair), Patrick Duffy and Nick Haney.

Program Guidelines

- Must provide verification of 501(c)3 status.
- Must submit a new application with every program cycle.
- Events, programs, activities, etc. must take place in the City of Surprise.
- Must include a proposed budget for use of funds.
- Recipients will acknowledge grant award in press release.
- Funds are provided on a reimbursement basis only.
- Maximum award is $10,000.
- FY27 SCOP allocation is $150,000.

Program Overview

- The Committee met on Friday, June 5th to hear project presentations and on Thursday, June 11th to review the requests for funding.

- **60** applications were received.
  - Total requested grant amount: **$502,800**

- A total of 57 applications were presented and considered.

Agency	Requested	Recommendation
Spencer's Place	$10,000	$10,000
Surprise Original Townsite Stakeholders Committee	$10,000	$10,000
Radiant Church	$10,000	$8,100
Valley View Community Food Bank	$10,000	$7,000
Dysart Special Education PTSA	$7,000	$6,000
Sounds of Autism	$5,000	$5,000
Women4WomenTempe	$5,000	$5,000
Seeds of Hope International Ministries	$5,000	$5,000
AllThrive 365	$10,000	$5,000
America's Mighty Warriors	$10,000	$5,000
Arizona Burn Foundation	$10,000	$5,000
Dysart Education Foundation	$10,000	$5,000
HART Pantry	$10,000	$5,000
Corte Bella Vets	$7,500	$5,000
The Joy Bus	$7,500	$5,000
Valley of the Sun YMCA	$10,000	$5,000
Benevilla	$10,000	$4,950
Sun Health Foundation	$5,700	$4,700
Autism Life and Living	$10,000	$4,500
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Senior Hope	$7,000	$3,000
New Life Center	$10,000	$3,000
AZ Community Impact	$10,000	$3,000
One Step Beyond Inc.	$5,000	$2,500
The Foster Alliance	$5,000	$2,500

Agency	Requested	Recommendation
Pawsitive Friendships	$5,000	$2,500
Teen Lifeline	$5,000	$2,500
Honor Dance	$2,000	$1,000
Youth Play USA	$10,000	$1,000
Surprise & Sun City West Rotary Charitable Fund	$10,000	$0
Dress for Success Phoenix	$10,000	$0
The Silent Survivors Project	$10,000	$0
Adelante Healthcare, Inc.	$10,000	$0
Cancer Support Community Arizona	$10,000	$0
Surprise Young Life	$10,000	$0
1N10 Inc. dba one-n-ten	$5,000	$0
Fresh Start Women's Foundation	$10,000	$0
Beacon Group	$10,000	$0
Mission of Mercy	$5,000	$0
Battle Belle's Community Behavioral Health Services	$10,000	$0
Keys to Change	$10,000	$0
Chicanos Por La Causa	$10,000	$0
Arizona Educational Foundation	$5,000	$0
Youngtown Community Fund Medical Equipment Lending Center	$10,000	$0
First Tee - Phoenix	$10,000	$0
Central Arizona Shelter Services Inc (CASS)	$10,000	$0
Sleep In Heavenly Peace Arizona	$5,000	$0
Compudopt	$10,000	$0
Building Bright Futures	$7,500	$0
Banner Health Foundation	$9,100	$0
notMYkid	$9,500	$0
Big Brothers Big Sisters of Central Arizona	$10,000	$0
Unlimited Potential	$10,000	$0
At The Outlet, Inc.	$10,000	$0
AZ Champions for Kids	$10,000	$0
Borkor Point Foundation	$5,000	$0
TOTAL	**$502,800**	**$150,000**

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Fifth Amendment to the Broadstone Ranch Pre-Annexation Development Agreement between the City of Surprise and Elliott Homes, Inc.; Resolution 2026-85.

Motion:
I move to approve Resolution 2026-85.

Background:
On November 29, 2007, the City of Surprise City Council approved the Pre-Annexation Development and Services Agreement (PADA/ Agreement) with Elliott Homes regarding 841 acres north of Dove Valley Road, south of Black Mountain Road, between Grand Avenue and 251st Avenue, known as Broadstone Ranch. The PADA outlined each Party's obligations in relationship to the Agreement, including, but not limited to: future annexation of the site; conditions for the City serving the property with water and wastewater; construction of water and wastewater infrastructure; fire service infrastructure; and reimbursement and funding mechanisms.

The First Amendment to the Agreement was entered into by the City and Owner on August 14, 2008 to update Exhibit E.2 "Benefit Area for Reimbursable Wastewater Infrastructure: SPA 5 Wastewater Reclamation Facility Improvements."

The Second Amendment to the Agreement was entered into by the City and Owner on February 26, 2009, detailing the Phase 1 Perimeter Improvements (CMU wall and landscaping) required to be installed with the developer phase of the SPA 5 WRF site and detailing which improvements could be deferred to future phases, to be paid by the Expansion Site Developer.

The Third Amendment to the Agreement was entered into by the City and Owner on November 15, 2022 to extend the expiration of the original PADA from the 15th to the 16th anniversary of Council approving the Agreement.

The Fourth Amendment to the Agreement was entered into by the City and Owner on October 03, 2023 setting the expiration date for the PADA as December 31, 2026.

Owner now requests approval of a Fifth Amendment for purposes of extending the terms of the agreement to December 31, 2031 to further evaluate the merits of the PADA and allow time for potential further amendments.

Objective Analysis:

The extension allows the respective parties the time necessary to further evaluate the merits of the Pre-Annexation Development Agreement and the potential for further amendments.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2026-85
2. Fifth Amendment to PADA_Signed
3. Broadstone Ranch PADA - CC Presentation

RESOLUTION # 2026-85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE FIFTH AMENDMENT TO THE BROADSTONE RANCH PRE-ANNEXATION DEVELOPMENT AND SERVICES AGREEMENT TO EXTEND THE TERM TO DECEMBER 31, 2031.

WHEREAS, the City of Surprise (the "City") and Elliott Homes, Inc. ("Owner") entered into a pre-annexation development agreement entitled ***"Pre-Annexation, Development and Services Agreement (Broadstone Ranch)"*** on December 05, 2007, which was previously approved by the Mayor and City Council through Resolution #07-222 on November 29, 2007, and was recorded in the office of the Maricopa County Recorder as Instrument No. 2007-1312966 ("Agreement");

WHEREAS, a First Amendment to the Agreement was entered into by the City and Owner and approved by the Mayor and City Council through Resolution #08-144 on August 14, 2008, and recorded as Instrument No. 2008-0747621;

WHEREAS, a Second Amendment to the Agreement was entered into by the City and Owner and approved by the Mayor and City Council through Resolution #09-40 on February 26, 2009, and recorded as Instrument No. 2009-0216751;

WHEREAS, a Third Amendment to the Agreement was entered into by the City and Owner and approved by the Mayor and City Council through Resolution #2022-110 on November 15, 2022, and recorded as Instrument No. 2022-0842281 and rerecorded as 2022-0852849;

WHEREAS, a Fourth Amendment to the Agreement was entered into by the City and Owner and approved by the Mayor and City Council through Resolution #2023-143 and recorded as Instrument No. 2023-0566396; and

WHEREAS, Owner now requests the Mayor and City Council approve the Fifth Amendment to the Agreement, attached hereto as **Exhibit A** and incorporated herein by this reference, to extend the terms of the Agreement to December 31, 2031.

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

Section 1. The Fifth Amendment to the Agreement between the City and Elliott Homes, Inc., attached hereto as **Exhibit A**, is approved.

Section 2. The Mayor is hereby directed to execute the Fifth Amendment to the Agreement on behalf of the City and any other documents necessary to effectuate the intent of this Resolution.

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

Pre-Annexation Development and Services Agreement

FIFTH AMENDMENT

When recorded, return to:
City Clerk
City of Surprise, Arizona
16000 N Civic Center Plaza
Surprise, AZ 85374-7470

With Copy to:
Earl & Curley, P.C.
Attn: Taylor Earl
3101 N. Central Ave., Suite 1000
Phoenix, AZ 85012

FIFTH AMENDMENT TO THE PRE-ANNEXATION, DEVELOPMENT AND SERVICES AGREEMENT (BROADSTONE RANCH)

This Fifth Amendment to the Pre-Annexation, Development and Services Agreement ("**Fifth Amendment**") is entered into by and between the CITY OF SURPRISE, an Arizona municipal corporation ("City"), and ELLIOTT HOMES, INC., an Arizona corporation (the "Owner"). The City and Owner are hereinafter collectively referred to as the "Parties."

RECITALS

A. Owner and the City entered into a development agreement titled "Pre-Annexation, Development and Services Agreement (Broadstone Ranch)," which agreement was approved by City of Surprise Resolution #07-222 on November 29, 2007, last signed on December 5, 2007, and recorded with the Maricopa County Recorder as Instrument No. 2007-1312966 ("Agreement"), as amended by that certain First Amendment to the Pre-Annexation, Development and Services Agreement (Broadstone Ranch) approved by City of Surprise Resolution #08-144 and recorded as Instrument No. 2008-0747621, as further amended by that certain Second Amendment to the Pre-Annexation, Development and Services Agreement (Broadstone Ranch) approved by City of Surprise Resolution #09-40 and recorded as Instrument No. 2009-0216751, as further amended by that certain Third Amendment to the Pre-Annexation, Development and Services Agreement (Broadstone Ranch) approved by City of Surprise Resolution #2022-110 and recorded as Instrument No. 2022-0842281 and rerecorded as 2022-0852849, and as further amended by that certain Fourth Amendment to the Pre-Annexation, Development and Services Agreement (Broadstone Ranch) approved by City of Surprise Resolution #2023-143 and recorded as Instrument No. 2023-0566396 (collectively, the **"Agreement")** covering certain real property consisting of approximately eight hundred forty one (841) acres located within parts of Section 4, 5 & 8, Township 5 North, Range 3 West, Maricopa County, Arizona.

B. The City and Owner desire to further modify and amend the Agreement on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Fifth Amendment, the Parties state, confirm and agree as follows:

1. Section 2 of the Agreement is hereby amended to replace the phrase "shall automatically terminate on December 31, 2026" appearing in that Section with the phrase "shall automatically terminate on December 31, 2031."

2. Section 5.7 of the Agreement is hereby amended to replace the phrase "shall terminate on December 31, 2026" appearing in that Section with the phrase "shall terminate on the December 31, 2031."

3. All of the terms, provisions, and conditions of the Agreement which are not expressly modified, amended or clarified by this Fifth Amendment (or which, in context, must be deemed modified, amended, or clarified hereby) shall remain in full force and effect. In the event of any conflict between this Fifth Amendment and the Agreement, the provisions of this Fifth Amendment shall control. Time is of the essence of this Fifth Amendment and with respect to the performance required by each party hereunder. The City acknowledges and agrees that Owner and its successors and permitted assignees have a right to rely, and will be relying, on the terms, provisions, and conditions of this Fifth Amendment. Owner expressly acknowledges and agrees that the City's agreement to enter into this Fifth Amendment does not and shall not be construed or interpreted as obligating the City to enter into any further amendments to the Agreement, including, but not limited to, extending the Term set forth in Section 2 of the Agreement beyond the extension agreed to in this Fifth Amendment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment on the date(s) written below.

"**City**"

City of Surprise
An Arizona municipal corporation

By:

Kevin Sartor, Mayor

Signature:_____

Date:_____

ATTEST:

_____
Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

_____
Jeffrey Murray, City Attorney

STATE OF ARIZONA)
)ss.
County of Maricopa)

This foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Kevin Sartor, the Mayor for the CITY OF SURPRISE, an Arizona municipal corporation.

_____
Notary Public

My commission expires:

_____

"Owner"

ELLIOTT HOMES, INC., an Arizona Corporation

By:

Printed Name: Jeff Klem

Signature: Jeff Klem

Title: Vice President

Date: July 9, 2026

STATE OF ARIZONA)
)ss.
County of Maricopa)

This foregoing instrument was acknowledged before me this 9th day of July, 2026, by Jeff Klem, the V.P. of ELLIOTT HOMES, INC., an Arizona corporation.

Amy L. Brinson
Notary Public

My commission expires:
Mar. 19, 2029

AMY L BRINSON
Notary Public - Arizona
Maricopa County
Commission # 679570
My Comm. Expires Mar 19, 2029

Broadstone Ranch
Pre-Annexation Development Agreement
Resolution 2026-85

City Council

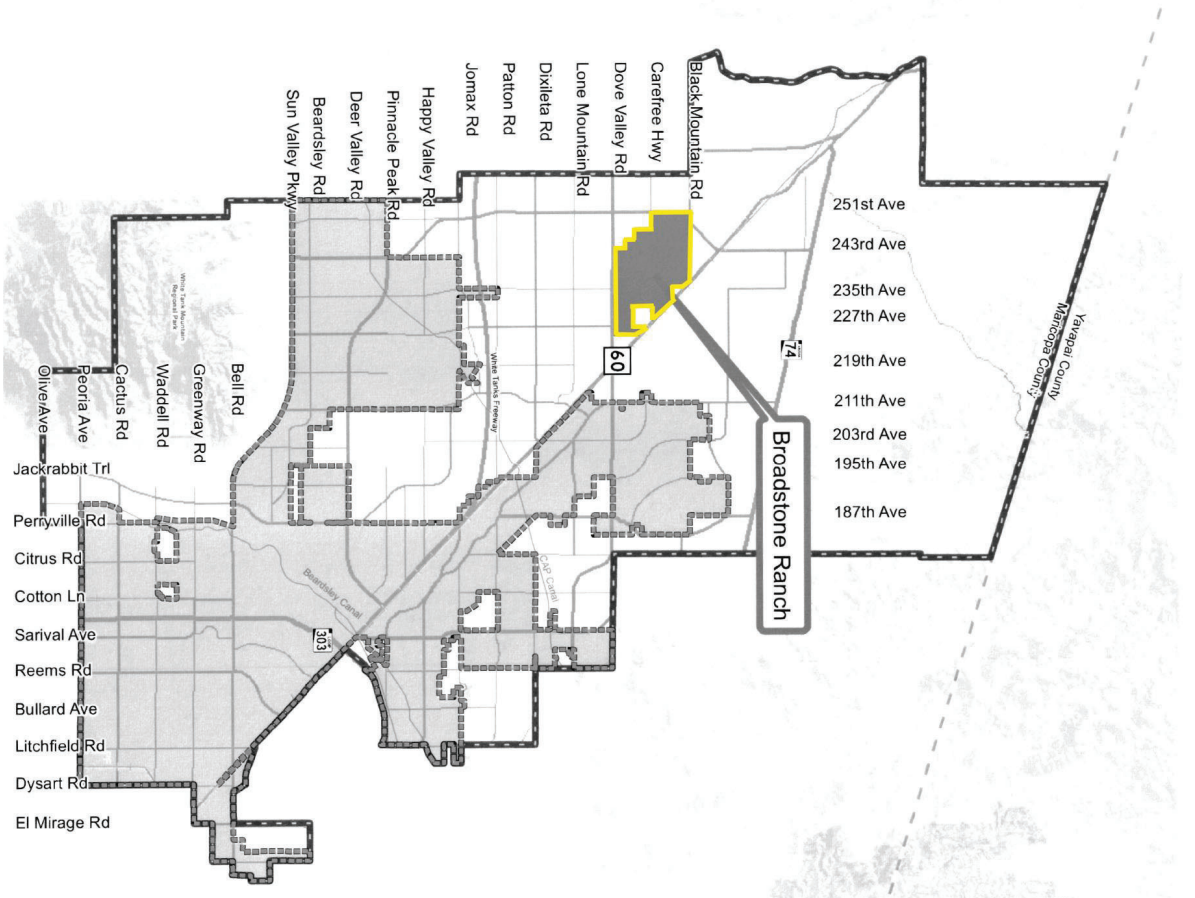
August 04, 2026

SURPRISE
ARIZONA

Background

- 841 acres north of Dove Valley Road, south of Black Mountain Road, between Grand and 251st Avenues

- PADA executed in 2007 which contemplates:
  - Future annexation of the site
  - Conditions for the City serving the property with water and wastewater
  - Construction of water and wastewater infrastructure
  - Fire service infrastructure
  - Reimbursement and funding mechanisms



VICINITY MAP

PADA Amendments

- First Amendment: Updated Exhibit E.2 regarding the benefited area.
- Second Amendment: Detailed the Phase 1 Perimeter Improvements (CMU wall and landscaping) required to be installed at the SPA 5 WRF site
- Third Amendment: Extended expiration from the 15th to the 16th anniversary of Council approval.
- Fourth Amendment: Extended expiration date to December 31, 2026.

PADA 5th Amendment

- Fifth Amendment seeks to extend the terms of the agreement to December 31, 2031
  - To further evaluate the merits of the PADA and allow time for potential further amendments.

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Surprise 160 Development Agreement; Resolution 2026-81.

Motion:
I move to approve Resolution 2026-81.

Background:
Owners own approximately 160 acres at the southwest corner of 231st Avenue and Deer Valley Road. On June 8, 1989, the City of Surprise City Council approved annexation of the referenced property. The property is currently zoned Rural Residential (RR). The City and Owners desire to enter into this Development Agreement to address certain infrastructure improvements to be completed based upon approval of a future rezoning of the property from RR to R-2.

Owner's obligations under this agreement include contributing their proportionate share of the 227th Avenue and Sun Valley Parkway traffic signal; acquiring necessary Rights-of-Way (ROW) and easements with subsequent dedication to the City; providing an assured water supply; obtaining capacity in or contributing to the construction of the SPA 3 Recharge Basin; dedicating a future well site within the SPA 3 Surprise Foothills Water Facility service area; and designing and constructing a well transmission line.

The City's obligations are to timely collect all necessary fees and provide municipal services.

Objective Analysis:
Potential positive impacts include growth paying for itself and public infrastructure being built in an area of the City where there is a need.

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

Financial Impact:

The Owners will be responsible for acquiring the necessary right-of-way and easements, and for financing, designing, and constructing the required off-site roadway improvements necessary to provide access to the development. If Owners request City-led eminent domain, costs will be reimbursed. The City will assume maintenance responsibilities upon acceptance of the improvements.

Budget Impact:

No immediate budget impact. If Owners request City-led eminent domain, costs will be reimbursed. Future maintenance costs will be incorporated into City budgets.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2026-81
2. Surprise 160 - Development Agreement 042826 - Clean with Exhibits.
3. Surprise 160 DA - CC Presentation

RESOLUTION # 2026-81

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE SURPRISE 160 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE, ARIZONA, AND THE OWNERS AS SET FORTH IN THE ATTACHED DEVELOPMENT AGREEMENT, PERTAINING TO PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 231ST AVENUE AND DEER VALLEY ROAD, KNOWN AS SURPRISE 160.

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

WHEREAS, the owners as set forth in the attached development agreement (the "Owners") own approximately 160 acres of real property generally located at the southwest corner of 231st Avenue and Deer Valley Road (the "Property"), as more particularly described in the development agreement attached hereto as **Exhibit A** and incorporated herein by this reference (the "Agreement");

WHEREAS, City staff and the Owners have agreed upon the subject Agreement for the future development of the Property, which sets forth, among other things: (1) conditions, terms, restrictions, and requirements for development of the Property; (2) upon Owners' satisfaction of all applicable legal requirements, consideration by the Planning and Zoning Commission and the City Council of a request to rezone the Property from Rural Residential (RR) to R-2; and (3) other matters related to the future development of the Property; and

WHEREAS, the Owners now desire to obtain City Council approval to enter into the Agreement, attached hereto as **Exhibit A** for the purpose of setting forth certain obligations and commitments relative to the future development of the Property.

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

Section 1. The Development Agreement between the City and the Owners, attached hereto as **Exhibit A**, is approved.

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City and any other documents necessary to effectuate the intent of this Resolution.

[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

Resolution # 2026-81
RFLS # 10195
Rev 04/26

EXHIBIT A

Development Agreement

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

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

DEVELOPMENT AGREEMENT
Surprise 160

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into as of the _____ day of _____, 2026, (the "**Effective Date**"), by and among the CITY OF SURPRISE, an Arizona municipal corporation (the "**City**"), and JEWEL INVESTMENT COMPANY, LP, an Arizona limited partnership; ANDREW C. CHANG AND MARY M. CHANG, as Co-Trustees of The Andrew C. Chang and Mary M. Chang Revocable Trust dated October 11, 1999; LISA KAZAN, as Trustee of the David and Bernice Kazan Family Trust (Survivors Trust Portion); and MICHAEL R. SCHWAB AND TERI S. SCHWAB, as Co-Trustees of The Schwab Revocable Trust, established March 9, 2006, (collectively the "**Owners**"). City and Owners are referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Owners own approximately 160 acres of real property generally located at the southwest corner of 231st Avenue and Deer Valley Road, as legally described in Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "**Property**").

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

C. The Property is currently zoned Rural Residential (RR), and Owners have submitted an application to rezone the Property from RR to R-2 (the "**Rezoning**").

D. In the event the City Council, in the exercise of its legislative discretion, approves the Rezoning, and as a result of the uses permitted under the City's R-2 zoning district, certain public infrastructure shall be constructed to accommodate Owners' development and use of the Property.

E. Pursuant to A.R.S. § 9-500.05(H), the Parties now seek to enter into this Agreement to further define the Parties' respective rights, responsibilities, and obligations with respect to the contemplated development of the Property, namely to set forth the duration of the Agreement; the

future uses permitted on the Property; the density and intensity of uses and the maximum height and size of proposed buildings within the Property; the dedication of land for public purposes; the phasing or time of construction or development on the Property; conditions, terms, restrictions, and requirements for public infrastructure and the financing of public infrastructure and subsequent reimbursements over time, if any; and other matters relating to the development of the Property.

AGREEMENT

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

1. General Matters.

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

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

2. General Plan and Surprise Municipal Code Compliance. Pursuant to A.R.S. § 9-500.05(B), the proposed development of the Property pursuant to this Agreement is consistent with the City's General Plan as of the Effective Date. Unless otherwise amended or provided for within this Agreement, Owners shall develop the Property in accordance with the final approved zoning narrative, a draft of which is attached hereto as Exhibit C, and was previously submitted to the City of Surprise on or about September 2, 2025. The zoning narrative is subject to final approval by the City's Planning and Zoning Commission and final legislative review and approval by City Council. Notwithstanding the foregoing, nothing herein shall relieve Owners of the obligation to comply with the City Code and all applicable rules, ordinances, regulations, standards, procedures, plans (general or specific), and administrative policies of the City that are in effect at the time submittals or permit applications are received by the City.

3. Owners' Obligations.

3.1 227th Avenue & Sun Valley Parkway Traffic Signal. Prior to the City issuing any infrastructure permits, Owners shall deposit with the City Ninety-Four Thousand Eight Hundred Eighty-Two Dollars and 20/100 ($94,882.20), their proportionate share, calculated as set forth in Exhibit D, of the preliminary estimated cost of construction of a new traffic signal at the intersection of 227th Avenue and Sun Valley Parkway (the **"Preliminary Estimate"**). Should the actual cost of construction exceed the Preliminary Estimate, Owners and/or their successors and assigns shall pay to the City the Owners' proportionate share of the actual cost of construction, and the City shall not issue any permits for vertical construction unless and until Owners pay to the City such amount. In no event shall the City refund to the Owners or their successors or assigns any portion of the Owners' initial deposit.

3.2 Two Points of Ingress and Egress. In accordance with § 503 of the 2024 International Fire Code, as referenced in the Surprise Municipal Code § 105-19(J), Owners shall, at all times during and after construction, maintain two points of ingress and egress. Therefore, the Owners shall be responsible for the design, acquisition of right-of-way, and construction of a minimum two-lane roadway with shoulders for each of the following roadways, in the event such improvements have not already been constructed, as shown in Figure 6 of Exhibit C:

(a) 231st Avenue from Beardsley Road to Deer Valley Road;

(b) Deer Valley Road to Foothills Parkway; and

(c) Foothills Parkway to Sun Valley Parkway.

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

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

3.4 Water Supply Infrastructure Improvements.

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

3.4.2 Well Site. Owners shall provide and dedicate to the City, in fee, one (1) approximately one hundred fifty foot by one hundred fifty foot (150' x 150') site for a future well which will include the well site perimeter improvements (eight foot (8') block wall, gates, utilities stubbed, etc.) (the "**Well Site**") in accordance with the City of Surprise Water Guidelines and Standards. The location of the well site shall be within the SPA 3 Surprise Foothills Water Facility service area and at a location approved by the City. If the Well Site is located next to a park, stormwater system, or open space area owned by Owners, Owners shall dedicate to the City

a flowage easement over such park, stormwater system, or open space area. Unless waived in writing by the City, the Well Site shall not be located within a 404 wash, flood plain (after a CLOMR/LOMR), hillside with slopes greater than 15%, or identified subsidence area.

3.4.3 Well Transmission Line. Owners shall finance, design, construct, install, and dedicate to City, in fee, the well transmission line (the "**WT Line**") from the Well Site to the Surprise Foothills Water Supply Facility or an existing well transmission line sized to accommodate the well to be drilled within the Well Site. Owners shall submit to the City for its review and approval, if acceptable to the City, the offsite civil plans for the WT Line concurrently with its submission of the civil plans for the first final plat within the Property. Owners shall construct the WT Line concurrently with development of the Property.

3.5 Wastewater Improvements. Owners shall secure wastewater treatment capacity in the SPA 3 Water Reclamation Facility ("**SPA 3 WRF**") pursuant to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement (MCR # 20190029551). If there is no available capacity for purchase, the Owners shall participate in an expansion of the SPA 3 WRF. The City will not approve any final plat, site plan, or building permit unless and until such time as Owners provide verifiable proof, as determined by the City in the City's sole discretion, of wastewater treatment capacity for the final plat, site plan, or building permit being approved.

4. *(intentionally omitted)*

5. Construction and Dedication.

5.1 Conveyance of Property. On the final plats (or by some other instrument in the event a final plat is not required), Owners shall dedicate to the City all parcels, rights-of-way, and easements within the Property needed for the public infrastructure, or as required pursuant to this Agreement, free and clear of all encumbrances which could affect marketability of title.

6. General Provisions.

6.1 Term. The term of this Agreement shall be ten (10) years commencing upon its full execution and may be extended for two (2) additional five (5) year periods, as long as within ninety (90) days prior to the expiration of the term or an extension thereof, the City finds that (i) development within the Property is ongoing or imminent, and (ii) the parties within the Property will be served by the improvements that are the subject of this Agreement. The City's obligation to continue providing municipal services to the portions of the Property receiving municipal services shall survive the termination of this Agreement. If for any reason the Rezoning is denied or otherwise rejected by the City Council through the Council's exercise of its legislative discretion, this Agreement shall be null and void.

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

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

City: City of Surprise
Community Development Department
16000 N. Civic Center Plaza
Surprise, AZ 85374

Attn: Lloyd Abrams
Assistant City Manager
Email: Lloyd.Abrams@surpriseaz.gov
cc: CDBusinessOps@surpriseaz.gov

With Copy to:

City of Surprise
City Attorney's Office
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Jeffrey Murray
Email: City.Attorney@surpriseaz.gov
Phone: (623) 222-1120

Owners:

Jewel Investment Company, LP
2415 E. Camelback Road #700
Phoenix, AZ 85016
Attn: Lisa Kazan
Email: lisakazan@prodigy.net

With Copy to:

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

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to any Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party, and with sufficient postage.

6.4 Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement by such Party. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party shall constitute a default by the breaching Party under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching Party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation within ninety (90) days after written notice is received from another Party. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires the City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Agreement.

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

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

6.7 Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under applicable laws and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

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

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

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

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

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

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

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

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

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

(a)	Exhibit A:	Legal Description of the Property
(b)	Exhibit B:	Depiction of the Property
(c)	Exhibit C:	Zoning Narrative – Final to be attached after Council review and approval
(d)	Exhibit D:	227th Avenue & Sun Valley Parkway Traffic Signal Proportionate Share Calculation

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

CITY:

CITY OF SURPRISE,
an Arizona municipal corporation

By:_____
Kevin D. Sartor, Mayor

Date:_____

APPROVED AS TO FORM:

_____
Jeffrey Murray, City Attorney

ATTESTED:

_____
Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2026, before me personally appeared Kevin D. Sartor, the Mayor of the CITY OF SURPRISE, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: _____

OWNERS:

JEWEL INVESTMENT COMPANY, LP,
an Arizona limited partnership

By: Larry Management, Inc., an Arizona corporation
Its: General Partner

By: Lisa Kazan
Lisa Kazan, Vice President

Date: 4-30-2026

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 30 day of APRIL, 2026, before me personally appeared Lisa Kazan, Managing Partner of JEWEL INVESTMENT COMPANY, LP, an Arizona limited partnership, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: 9/19/2029

Joe Miller
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-19-29
Commission No. 689049

OWNERS:

THE ANDREW C. CHANGE AND MARY M. CHANG REVOCABLE TRUST,
dated October 11, 1999

By: Andrew C. Chang
Andrew C. Chang, Co-Trustee
Date: 5-8-2026

By: Mary M Chang
Mary M. Chang, Co-Trustee
Date: 5-8-2026

HF ME AC

STATE OF Washington)
) ss.
County of King HF ME) AC

On this 8th day of May, 2026, before me personally appeared Andrew C. Chang and Mary M. Chang, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: 10/31/2027

Haydn Farrell
Notary Public
State of Washington
Commission Expires 10/31/2027
Lic. No. 23035756

OWNERS:

DAVID AND BERNICE KAZAN FAMILY TRUST (SURVIVORS TRUST PORTION)

By: Lisa Kazan
Lisa Kazan, Trustee

Date: 4-30-2026

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 30 day of APRIL, 2026, before me personally appeared Lisa Kazan whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: 9/19/2029

Joe Miller
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-19-29
Commission No. 689049

OWNERS:

THE SCHWAB REVOCABLE TRUST,
dated March 6, 2006

By:_____
Michael R. Schwab, Co-Trustee

Date: 5/6/26

By:_____
Teri S. Schwab, Co-Trustee

Date: 5/6/2026

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 6th day of May, 2026, before me personally appeared Michael R. Schwab and Teri S. Schwab, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

CYNTHIA LOGAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 683651
Expires April 30, 2029

_____
Notary Public
My Commission Expires: 4-30-29

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTIONS

PARCEL NO. 1: (APN 503-80-006H)

The West half of the Northwest quarter of the Northwest quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 2: (APN 503-80-006P)

The South half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 3: (APN 503-80-006N)

The North half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 4: (APN 503-80-006M)

The Southwest quarter Northwest quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North half of the Northeast quarter of the Southwest quarter of the Northwest quarter of said Section 22; and

EXCEPT the Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 22.

PARCEL NO. 5: (APN 503-80-006G)

The East half of the Northeast quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 6: (APN 503-80-006V)

The Northeast quarter of the Northwest quarter of the Northwest quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 7: (APN 503-80-006W)

The Northwest quarter of the Northeast quarter of the Northwest quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 8: (APN 503-80-006T)

The North half of the Southeast quarter of the Northwest quarter of the Northwest quarter, and the North half of the Southwest quarter of the Northeast quarter of the Northwest quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 9: (APN 503-80-006U)

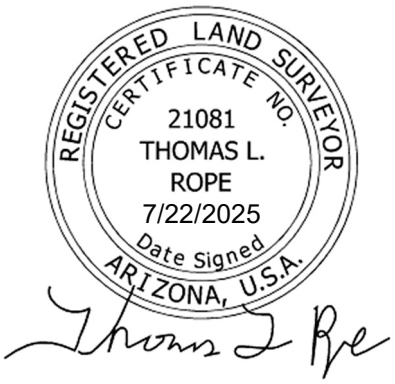
The South half of the Southeast quarter of the Northwest quarter, and the North half of the Northeast quarter of the Southwest quarter of the Northwest quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.

PARCEL NO. 10 (APN 503-80-006E)

The South half of the Southwest quarter of the Northeast quarter of the Northwest quarter of Section 22, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Containing 160.077 acres

See attached Exhibit Drawing by reference made part hereto.



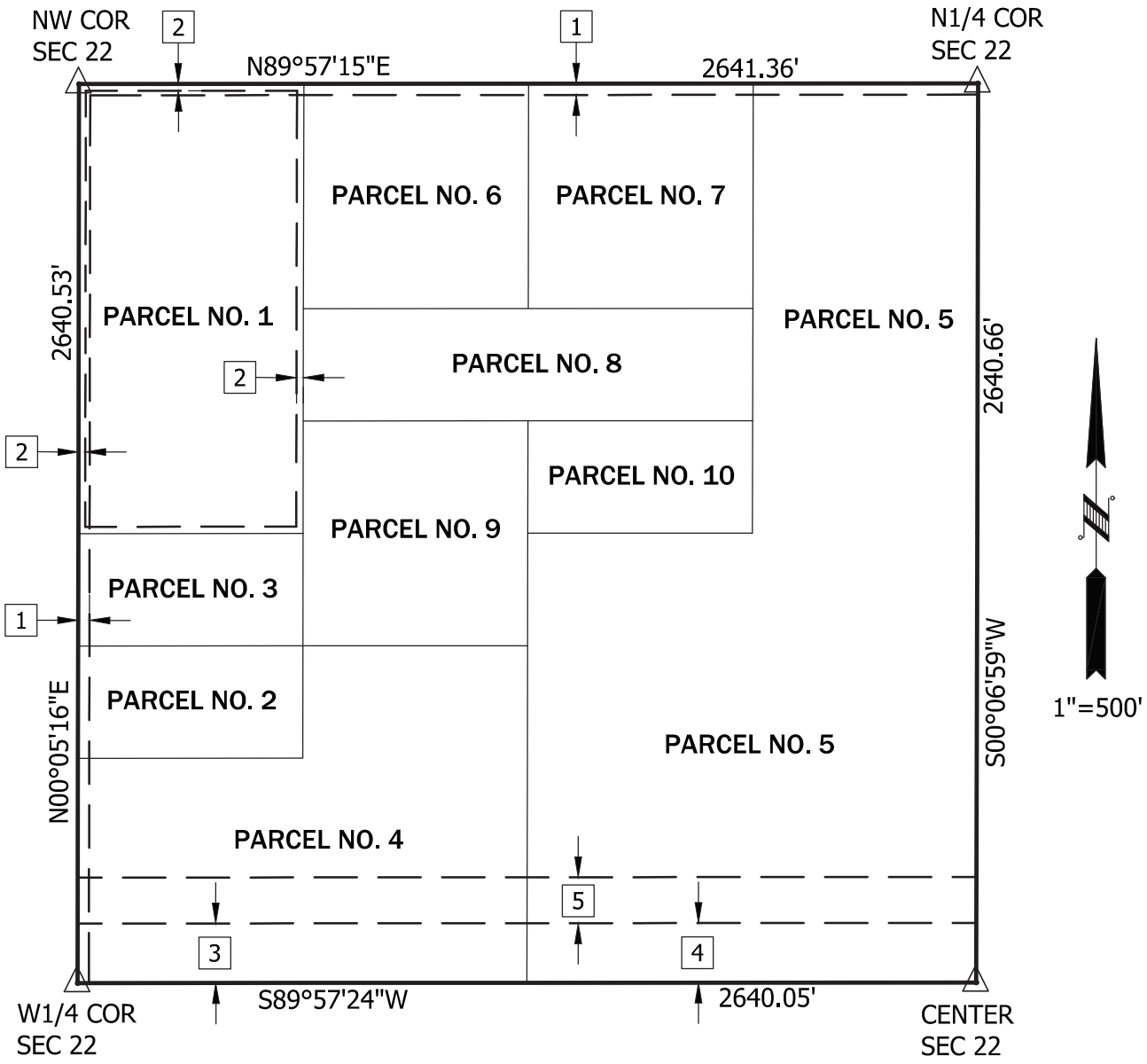
Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Phone 602.703.7010
Job No. 07103

EXHIBIT B

Depiction of the Property

EXHIBIT



EASEMENT DESCRIPTIONS

1	33' ROAD R/W PER DKT 2003, PG 589
2	20' ROAD & UTILITY ESMT PER DKT 10082, PG 1216
3	175' ELEC ESMT PER DOC #93-0460199
4	175' ELEC ESMT PER DOC #93-0569088
5	135' ELEC ESMT PER DOC #2007-0579722

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21081
THOMAS L.
ROPE
7/22/2025
Date Signed
ARIZONA, U.S.A.

Land Survey Services, PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

NORTHWEST 1/4 SECTION 22
T4N, R3W, G.&S.R.B.M.
MARICOPA COUNTY, ARIZONA

Phone: 602.703.7010

Date: JULY 2025
Job No.: 07103

EXHIBIT C

Zoning Narrative

SURPRISE 160

REZONING NARRATIVE

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

CASE #: FS25-0750
SUBMITTAL: JANUARY, 2026

PRESENTED BY:

RVi Open the Outdoors

GB

ATWELL

UCG United Civil Group

APPLICANT TEAM

PROPERTY OWNER / DEVELOPER
Lisa Kazan
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2415 E. Camelback Road, Ste. 700
Phoenix, Arizona 85016
Phone: 602-346-5091
Email: lisakazan@prodigy.net

LAND PLANNING
RVi Planning + Landscape Architecture
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Scottsdale, AZ 85251
Phone: 480.586.2349
Email: mreddie@rviplanning.com / jmiller@rviplanning.com

LEGAL / ZONING ATTORNEY
Gilbert Blilie PLLC
Jeff Blilie
701 North 44th Street
Phoenix, AZ 85008
Phone: 480.429.3030
Email: jblilie@gilbertblilie.com

ENGINEER
Atwell, LLC
Mike Park
4700 E. Southern Avenue
Mesa, AZ 85206
Phone: 602.350.0311
Email: mikepark@atwell-group.com

TRAFFIC
United Civil Group
Keith Winney, P.E.
2803 N. 7th Avenue
Phoenix, AZ 85007
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Email: kwinney@unitedcivilgroup.com

TABLE OF CONTENTS

1.PROJECT INTRODUCTION 3

2.SITE ANALYSIS 3

Site Location and Zoning **3**
General Plan Land Use Designation **3**
Existing Pre-Development Conditions **4**

3.PROPOSED DEVELOPMENT PLAN 6

4.CONCLUSION 8

LIST OF FIGURES

Figure 1: Aerial Photograph of Site
Figure 2: Regional Vicinity Map
Figure 3: 2040 General Plan Land Use Map
Figure 4: Existing Zoning Map
Figure 5: Luke Air Force Base Graduated Density Analysis
Figure 6: Proposed Zoning Map
Figure 7: Regional Transportation Plan

1. PROJECT INTRODUCTION

RVi Planning & Landscape Architecture, on behalf of Jewel Investment Company, LP, is pleased to submit this rezoning application for Surprise 160 to change the zoning from Residential Rural (RR) to Residential Medium Density (R-2) in accordance with the City of Surprise Land Development Ordinance. The 160.1 gross-acre subject site is located along the southwest corner of the 231st Avenue and Deer Valley Road alignments.

The APN's associated with this request are:

- 503-80-006E
- 503-80-006H
- 503-80-006V
- 503-80-006W
- 503-80-006G
- 503-80-006M
- 503-80-006N
- 503-80-006P
- 503-80-006U
- 503-80-006T

See ***Figure 1: Aerial Photograph of Site*** for the property boundary and assessor parcels that comprise the overall project.

This rezoning narrative will provide the framework for future development of the subject site. In the following sections, additional information will be provided as it relates to the property Site Analysis, Proposed Zoning Plan, Conceptual Land Use Plan, Regulatory Development Standards.

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

2. SITE ANALYSIS

Site Location and Zoning

The subject site is currently zoned Rural Residential (RR) and is vacant. Aside from the water campus bordering a portion of the northern property line, the subject site is predominately surrounded by vacant land.

Within the immediate vicinity, the subject site borders two Planned Area Development (PAD) zoned communities, Surprise Foothills to the north and west and Mesquite Mountain Ranch to the east. Phase 1 of Surprise Foothills is located immediately west of the property and is currently under construction for single-family homes. Mesquite Mountain Ranch is currently in the rezoning process from PAD to R-2 zoning where adjacent to Surprise 160, but at the time of this submittal, has not been approved and is currently zoned PAD with the intent to develop single-family homes. The property along the southern perimeter is zoned R-R. The community to the northeast, Surprise 320, is zoned a combination of Residential Low Density (R-1), Residential High Density (R-3), and Community Commercial (C-2) with the R-3 zoning district immediately adjacent at the southwest corner of the property. Additionally, Rancho Vista, while not immediately adjacent, is located to the southeast, is zoned PAD and is currently under construction for single-family homes.

See ***Figure 2: Regional Vicinity Map*** for the location of the property and surrounding context.

General Plan Land Use Designation

The City of Surprise 2040 Land Use Map designates the Subject Site as Neighborhood Character Area as depicted in ***Figure 3: 2040 General Plan Land Use Map.*** The Neighborhood designation covers the majority of the Site and allows for a broad mix of residential zoning designations, among other supporting districts or land uses such as but not limited to commercial, offices, or civic uses. The Neighborhoods future land use designation is broken into three neighborhood character areas, Rural, Suburban, and Urban. The Suburban Character Area applies to this Site and represents the transition from rural settings and urban environments. Within this character area, medium-density residential housing types are encouraged to support housing availability for a variety of income levels across the city. The General Plan identifies a density range of 2-8 dwelling units per acre for Suburban Neighborhoods.

The proposed development plan is in conformance with the 2040 General Plan land use designation and character area and no General Plan amendment is required. Table 1: Existing and Surrounding Land Uses provides a breakdown of the existing surrounding land uses and zoning. The nature of the surrounding area is reserved for residential and neighborhood commercial development which is consistent with the proposed rezoning for the Subject Site. ***See Figure 4: Existing Zoning Map*** for current zoning on the property and surrounding area.

TABLE 1: EXISTING AND SURROUNDING LAND USES			
LOCATION	GENERAL PLAN	EXISTING ZONING	LAND USE
Site	Neighborhoods	Rural Residential (RR)	Vacant
North	Neighborhoods	Surprise Foothills(PAD)	Vacant
South	Neighborhoods	Rural Residential (RR)	Vacant
West	Neighborhoods	Surprise Foothills (PAD)	Single-Family Residential
East	Neighborhoods	Mesquite Mountain Ranch (PAD)*	Vacant

Existing Pre-Development Conditions

The Site is currently native desert range land and is relatively flat with gentle slopes from the southwest to the northeast. Vegetation on site is relatively sparse with slightly heavier vegetation along the far northwest portion of the property adjacent to a wash corridor. There are a couple existing dirt roads on the property, and a 20' roadway and utility easement along the northern and western perimeter of the property. There is an additional 20' roadway and utility easement surrounding the south and east perimeter of Parcel 1 (APN #503-90-006H). There are also two electric utility easement along the southern portion of the property, including a 175' electrical easement north of the southern perimeter and an additional 135' electrical easement immediately to the north of the 175' easement for a total of 310' combined easements along the southern perimeter of the property. Residential development is not permitted within this easement, though drainage, retention, trails, and other uses may be permitted pending approval by the applicable utility companies.

Drainage and Wash Corridors

The subject property is located in the City of Surprise, Arizona, at the southwest corner of Deer Valley Road and the 231st Avenue alignment, with an APS electrical corridor to the south. The site generally slopes to the northeast at an average grade of 1.0 percent.

The project is located in Flood Hazard Zones "X-Shaded" and Zone "A", as defined by the Federal Emergency Management Agency (FEMA).

The site is located in an area with multiple conveyance corridors. A significant corridor is located near the southwest corner (Wash 4 Split) and conveys flows generally in the northerly direction. Multiple minor flow corridors also traverse the site in a northeasterly direction.

A Preliminary Drainage Report has been prepared and is included with the rezoning submittal package as a separate attachment. This Preliminary Drainage Report conceptually estimates channel sizes for each of these flow corridors impacting the site.

Existing Roads, ROW and Utilities

The subject site is located at the southwest corner off 231st Avenue and Deer Valley Road. Along the northern perimeter, Deer Valley Road has been partially improved adjacent to the property, primarily for access to the water campus immediately to the north. Various roadway improvements in the general vicinity of the site are in various stages of design and construction, including portions of Deer Valley Road to the north, 227th Avenue, 231st Avenue to the east, Beardsley Road to the south, and Foothills Parkway to the west.

Water and Sewer Service

Surprise 160 is located within Special Planning Area 3 (SPA-3) in the City of Surprise. SPA-3 is generally located north of Bell Road, west of Beardsley Canal, south of Grand Avenue and Central Arizona Project Aqueduct, east of 259th Avenue and encompasses approximately 59 square miles.

Water for the Project will be provided by the City of Surprise from the Surprise Foothills Water Campus. A Preliminary Water Report has been prepared and is included with the rezoning submittal package as a separate attachment. The design criteria used in the Preliminary Water Report is based on the City of Surprise Water Master Plan Preparation Guide (Revised February 2010). Total demand, including irrigation water, is estimated to be 569,280 gpd. There are currently several subdivisions in various states of planning and construction surrounding Surprise 160 site. As such, it is anticipated that a 20-inch water line

will be installed and operational along Deer Valley Road. It is also anticipated that this project will install a 12-inch water line in the adjacent portions of 231st Avenue. The water distribution system for the project will consist of a looped system comprised of 8-inch pipe with points of connection to the 20" line in Deer Valley Road and the 12-inch line in 231st Avenue.

Sewer for the Project will be provided by the City of Surprise at SPA3 – Water reclamation Facility (WRF). A Preliminary Sewer Report has also been prepared and included with the rezoning submittal package as a separate attachment. As-builts for Deer Valley Road show an existing 24-inch line from 235th Ave to 227th Ave, enlarging to a 36-inch pipe at 227th Avenue, and then enlarging again to a 42-inch pipe at 203rd Avenue to the WRF.

Both Reports, Preliminary Water and Preliminary Wastewater Reports, conceptually estimate demand for the project based on an approximated number of units in the development (538 units). Everything related to lotting at this point is purely conceptual in nature and will very likely change once a builder gets involved. Reports and Demand will be updated with Final Water and Wastewater Reports prepared with Final Construction Documents.

Fire, Police, and Refuse Service

The Site is within the City of Surprise municipal service area and will receive fire, police, and residential refuse service from the city. The closest existing fire station is Station 303 located approximately 11 miles away. There are three planned fire stations near the Site, one within the adjacent Surprise Foothills development immediately north of the property, a second within the Desert Trails community near 219th & Pinnacle Peak Road, and a third within the Ana Mandara development near 219th Avenue and Beardsley Road.

School Districts

The Surprise 160 community is in the Wickenburg Unified School District #9, which encompasses educational services ranging from elementary to high school. Festival Hills, the closest elementary school within the district, is approximately 3.5 miles from the subject site. However, there are two schools planned within the adjacent Surprise Foothills property and a third within the Desert Trails development to the east. The closest middle and high schools, Vulture Peak Middle School and Wickenburg High School, are both located in Wickenburg.

Arizona is an open enrollment state, which means parents can enroll their children in schools outside of their home school and home district boundaries, space permitting. Due to this, students at Surprise 160 have the option to attend schools within the Dysart and Nadaburg Districts, which may offer closer schools than those within the Wickenburg district.

Electricity

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

Luke Air Force Base Compatibility Analysis

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

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

The applicant evaluated the GDC for the project and will follow the policies related to maximum densities within one of the three zones defined above. The Surprise 160 site falls within Zone C, allowing for up to 6 dwelling units per acre residential units or a maximum of 960 residential units are permitted in accordance with the GDC.

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

TABLE 2: LUKE AFB GDC DENSITY & UNIT COUNT ANALYSIS			
LAFB ZONE	**GROSS AC.**	**LUKE MAX DENSITY**	**LUKE MAX UNITS**
A	0.0	2.0	0
B	0.0	4.0	0
C	160.1	6.0	960
TOTAL	**160.1**	**-**	**960**

See ***Figure 5: Luke Air Force Base Graduated Density Analysis*** for the location of the various noise contours and density restrictions associated with them overlaid on Surprise 160.

3. PROPOSED DEVELOPMENT PLAN

In accordance with the Surprise Land Development Ordinance (LDO), the proposed project seeks to establish the R-2 residential zoning district for the property consistent with the LDO. No deviations are proposed as part of this application and all development will follow the R-2 district standards of the LDO and Planning and Engineering Design Standards (PEDS) Manual as prescribed.

Conceptual Development and Open Space Plan

The subject site will be laid out in consideration of the opportunities and constraints affiliated with the property and surrounding area. The historic wash that cuts through the site on the northwestern edge and flows north will be preserved. There will be three full access points into the site, two off 231st Avenue and one off of Deer Valley Road. The exact location of these access points will be determined at the preliminary plat stage, but will be coordinated to line up with the proposed developments adjacent to minimize conflicts. Landscape buffers will be provided along adjacent roadways in compliance with the LDO.

While this property is adjacent to Rural Residential zoned land along its southern perimeter, there are no existing residences immediately adjacent to the property. Additionally, there is a 310' utility easement along the southern perimeter, providing a physical buffer to the RR property to the south. The properties to the north, west, and east have PAD zoning with R-1 and R-2 zoning classifications included, so no transitional buffer is necessary along those three sides.

Surprise 160 incorporates a variety of active and passive open space amenities within the community. Residents will enjoy amenities ranging from a central park, smaller local parks, connected trails, other passive and active spaces, and developed landscape areas.

Upon entry at one of the three access points, residents will be greeted with the sight of one of the community's open spaces. Trails will connect residents throughout the development, serving as links to the various amenity spaces connecting in both a north/south and east/west direction through the community. If permitted by the utility companies, this perimeter trail will activate a portion of the 310' wide utility easement and extend an existing trail alignment present along the southern perimeter of Mesquite Mountain Ranch to the east. These amenities will be incorporated and detailed further during the preliminary and final plat process as development occurs.

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

A future well site is planned along the northern perimeter of the property, just south of Deer Valley Road

Zoning Base Districts

The Residential Medium Density (R-2) zoning district is proposed for the property, in conformance with the General Plan and LDO. A detailed description of this district is provided below. See ***Figure 4 and Figure 6: Existing Zoning Map and Proposed Zoning Map.***

A conceptual development (lotting) plan has been

provided as a separate attachment as an example of how the property may develop, including the variety of lot options, but the final lotting layout, unit count and density will be regulated by the LDO in accordance with the R-2 zoning district requirements. This falls within the Suburban Neighborhood category's allowed density range of 2.0 to 8.0 du/ac.

Residential – Medium Density

The residential medium density (R-2) zoning district allows for a variety of housing opportunities including detached and attached buildings, single-family dwellings, two-family dwellings, and three-family dwellings together with schools, parks, and public services necessary for a residential environment. The proposed zoning will allow for the development of all R-2 lot categories, subject to the density restriction per the Luke AFB Graduated Density Policy. The maximum unit count allowed is 960 per the Luke Air Force Base Compatibility Analysis, but the actual lot count will be determined during the preliminary and final platting process.

General Development Standards

All general development standards within the Surprise LDO and PEDS will govern the development, and no deviations are proposed for the property.

Proposed Regional Transportation Improvements

In discussion with the City of Surprise and in conformance with the City's 2040 General Plan, the following is a summary of the regional roadways within or adjacent to the property ***See Figure 7: Regional Transportation Plan.***

Deer Valley Road: Deer Valley is designated as a minor arterial with a 110-feet of total ROW along the northern perimeter of the site providing an east-west connection from 231st to Foothills Parkway and beyond. Where the Site has frontage on this alignment, the 55-foot south half street ROW and improvements will be provided, with additional ROW at applicable intersections as required.

231st Avenue: 231st Avenue is designated as a residential collector road with 80-feet of total ROW and will ultimately connect to Deer Valley Road. Where the Site has frontage on this alignment, the 40-foot west half street ROW and improvements will be provided with an extension to the improvements to the south as needed to make the necessary connection to Beardsley Road. A minimum 26' of pavement will be provided in accordance with requirements.

In summary, the proposed regional transportation network follows the 2040 General Plan Street Transportation Map and as provided above and in ***Table 3: Roadway Classification .***

TABLE 3: ROADWAY CLASSIFICATION

ROADWAY	ROADWAY CLASSIFICATION	PROPOSED 1/2 STREET ROW
Deer Valley Road	Minor Arterial	55'
231st Avenue	Residential Collector	40'

Surprise 160 anticipates two primary access points connecting an internal collector road to public streets. These access points will provide connections to both Deer Valley Road and 231st Avenue.. See the ***Conceptual Lotting Plan*** for the location of these access points. In addition, the internal collector will enhance access to internal parcels and improve overall circulation within the community.

Utilities & Services: Water, sewer, and power are described in different sections in this Narrative. For more details, corresponding reports are being submitted with the rezoning package as separate attachments.

Drainage: A Final Drainage Report containing detailed hydraulic analysis of the washes/channels in the project, based upon the proposed grading for the development, will be submitted with final engineering. On-Site drainage for the 100-year, 2 hour storm, will be fully retained on site in retention basins. The drainage design for the community will be in accordance with the design guidelines provided in the Drainage Design Manual for Maricopa County, Arizona, Volume I, Hydrology, December 2018 the Drainage Design Manual for Maricopa County, Arizona, Volume II, Hydraulics, date December 2018 and the City of Surprise drainage guidelines.

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

Environmental Inventory Plan

Class 1 cultural, biological and aquatics reports and a native plant inventory have been completed and included in the rezoning package as a separate attachment.

4. CONCLUSION

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

FIGURE 1: AERIAL PHOTOGRAPH OF SITE

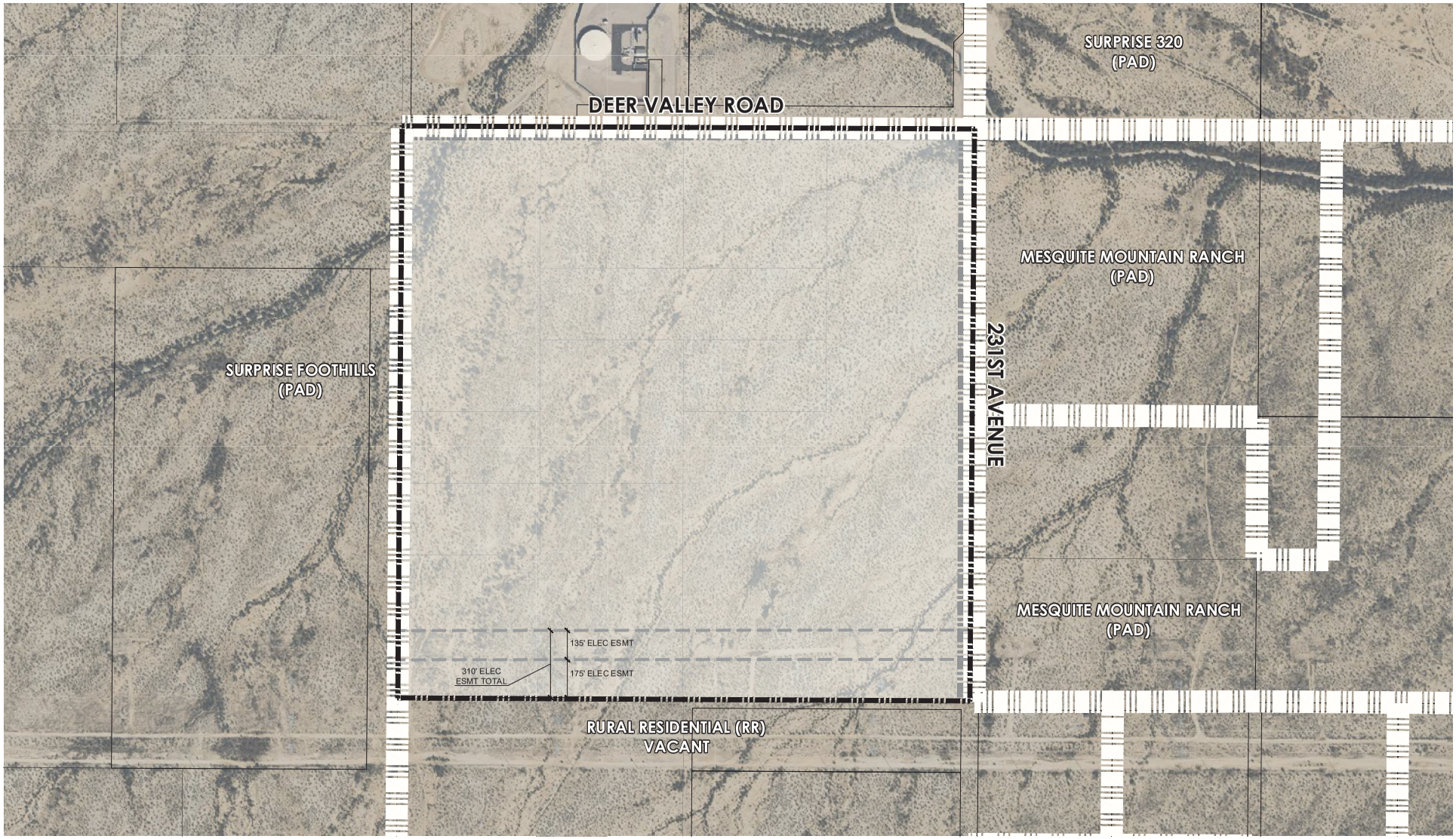

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FIGURE 2: REGIONAL VICINITY MAP

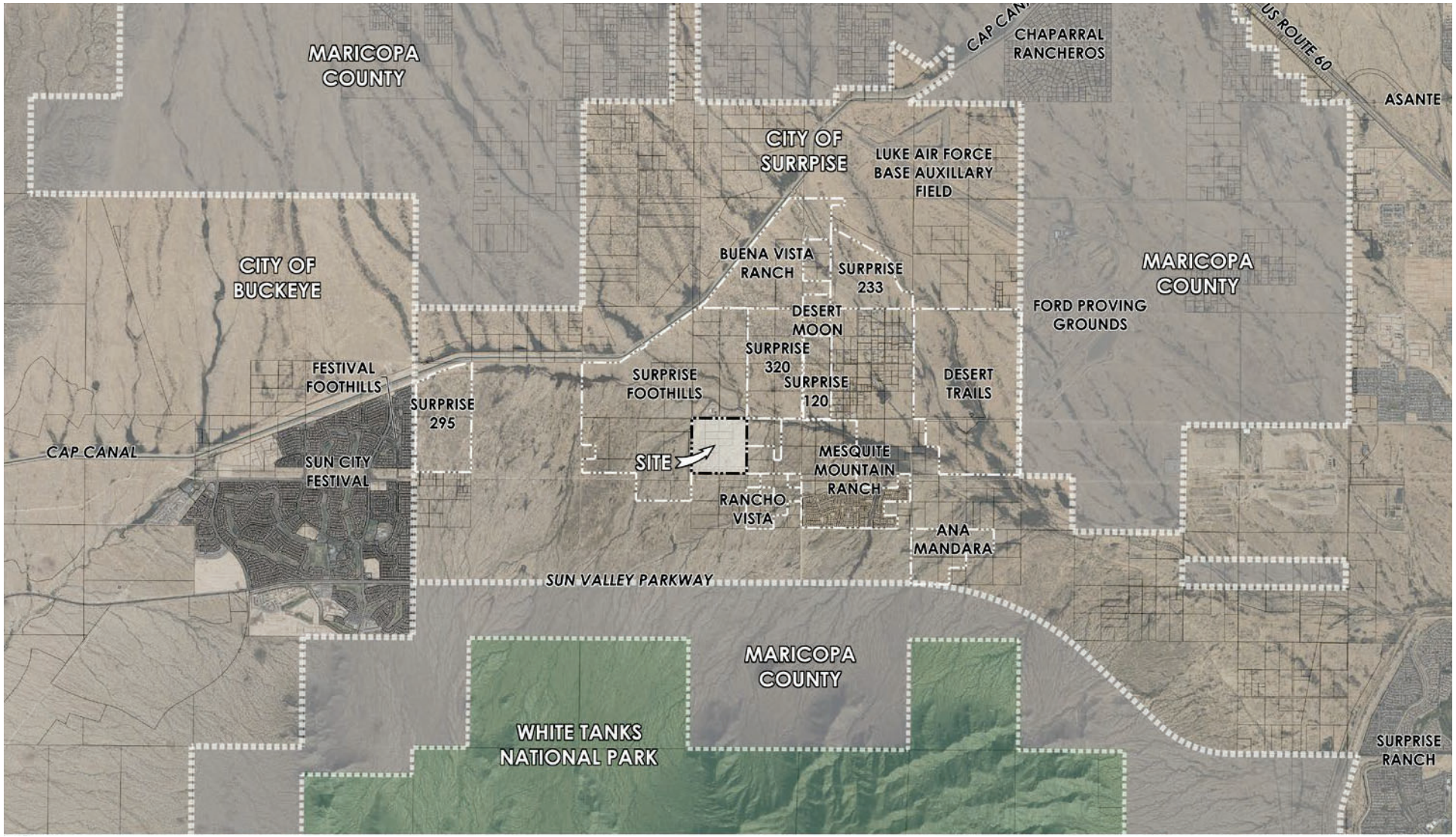

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FIGURE 3: 2040 GENERAL PLAN LAND USE MAP

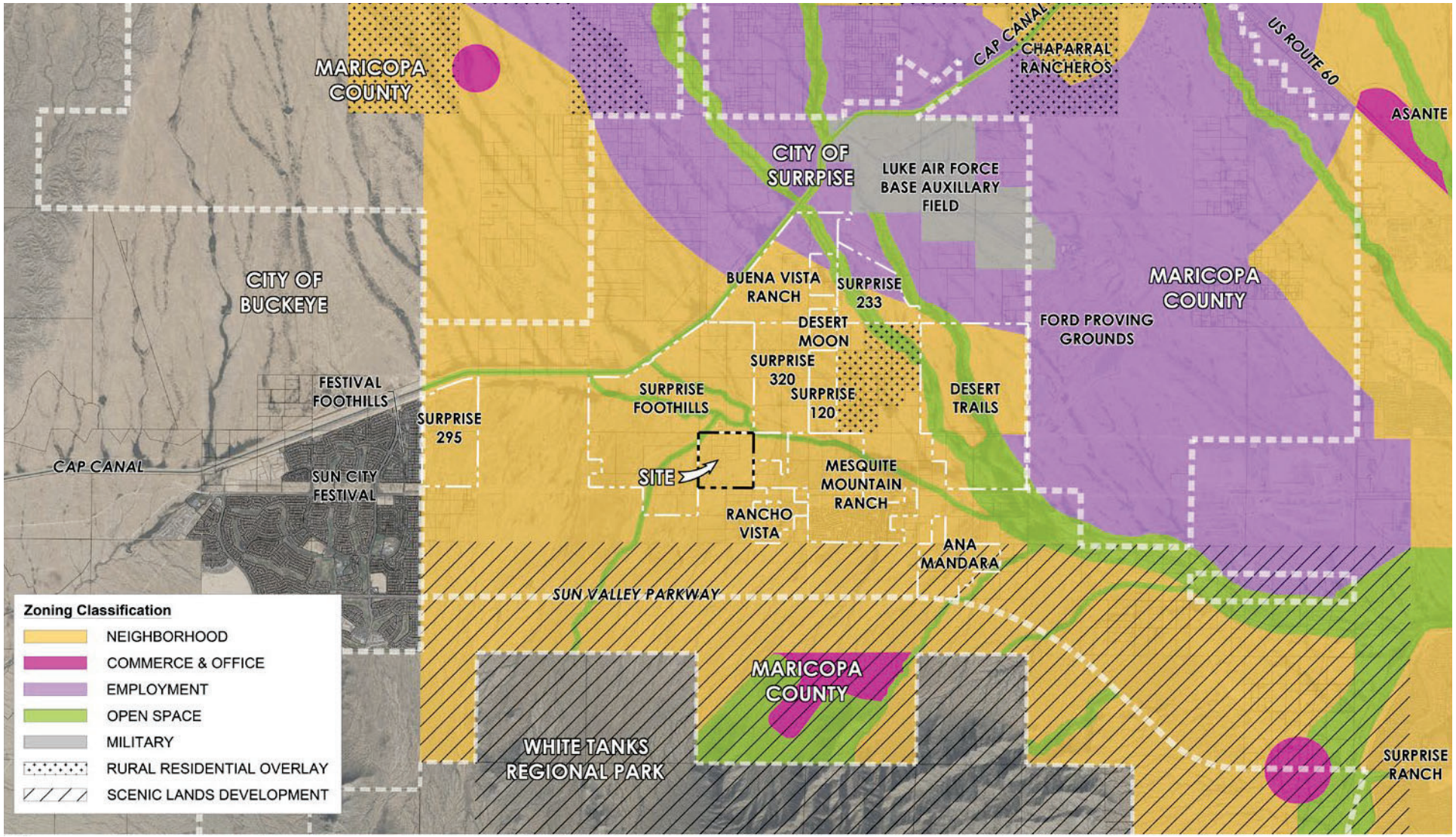

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FIGURE 4: EXISTING ZONING MAP

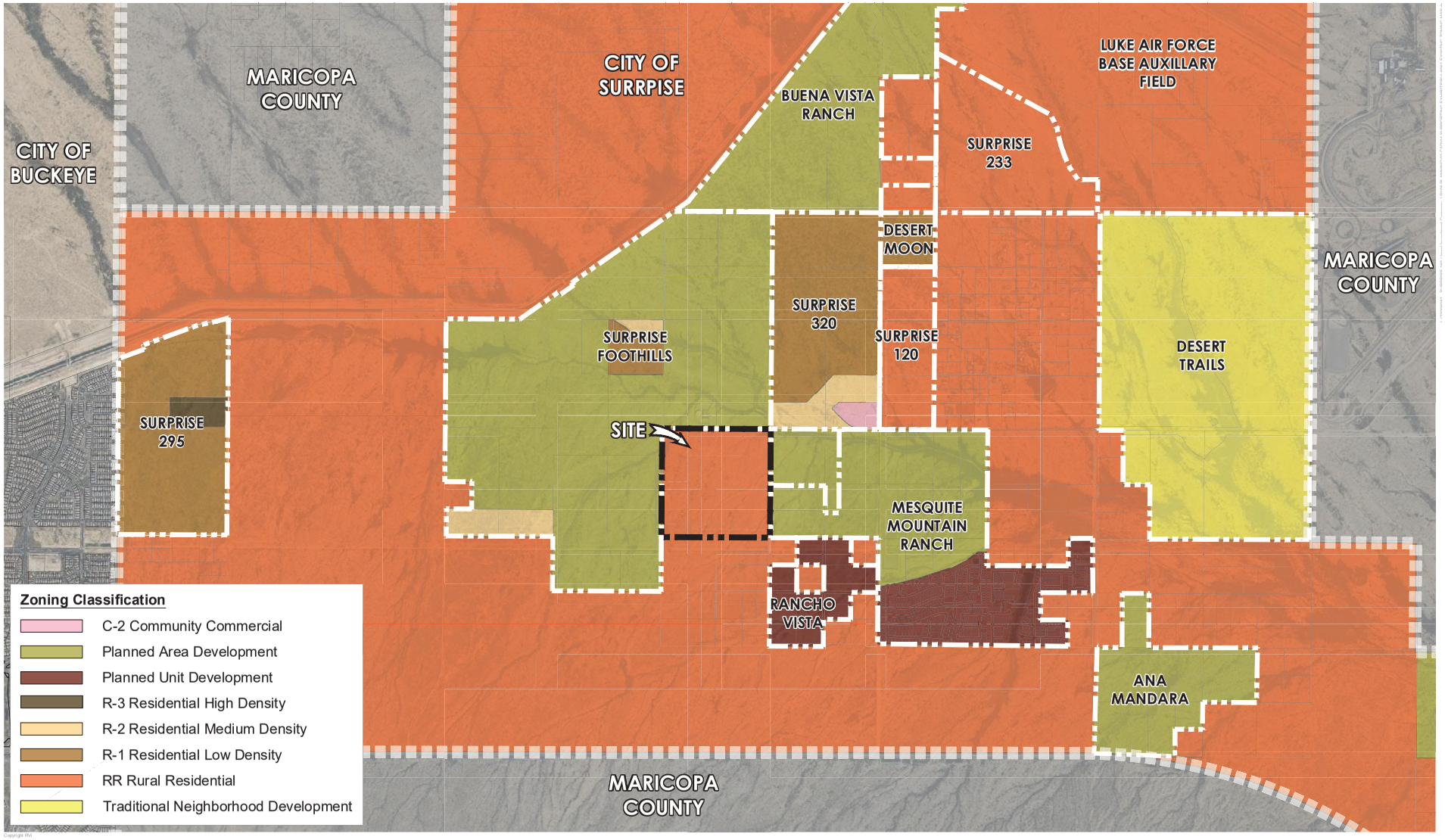

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FIGURE 5: LUKE AIR FORCE BASE GRADUATED DENSITY ANALYSIS

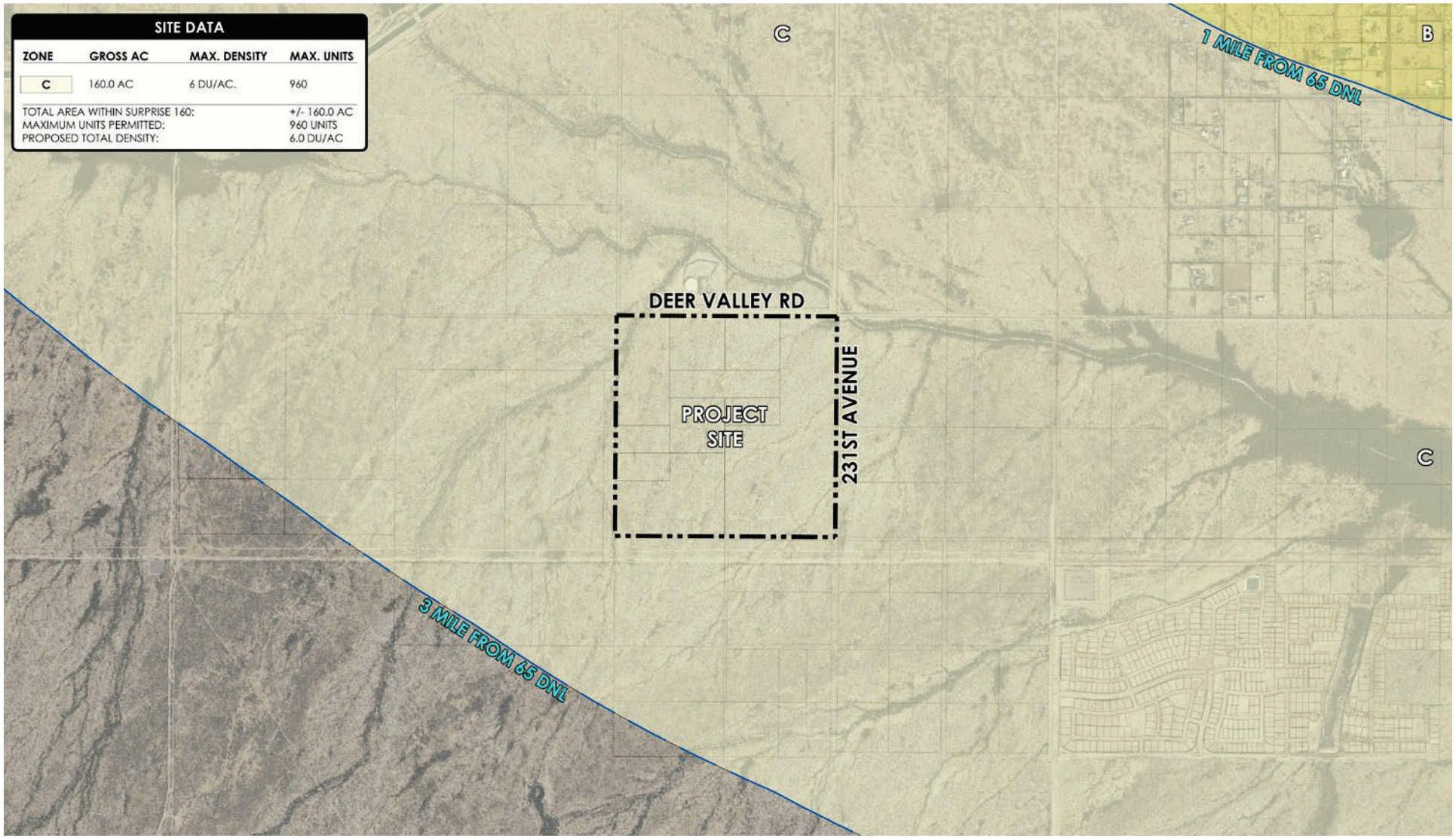

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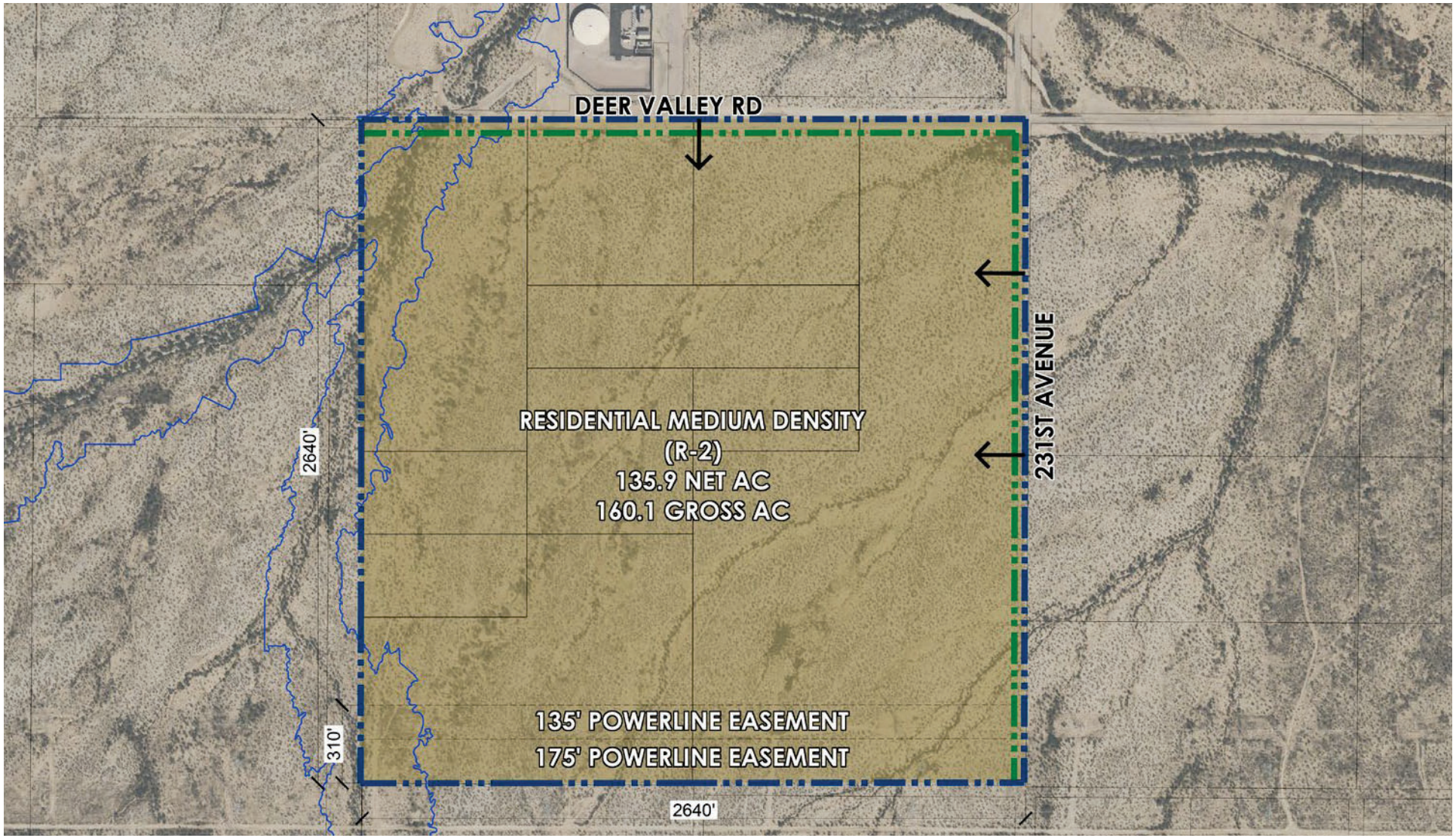
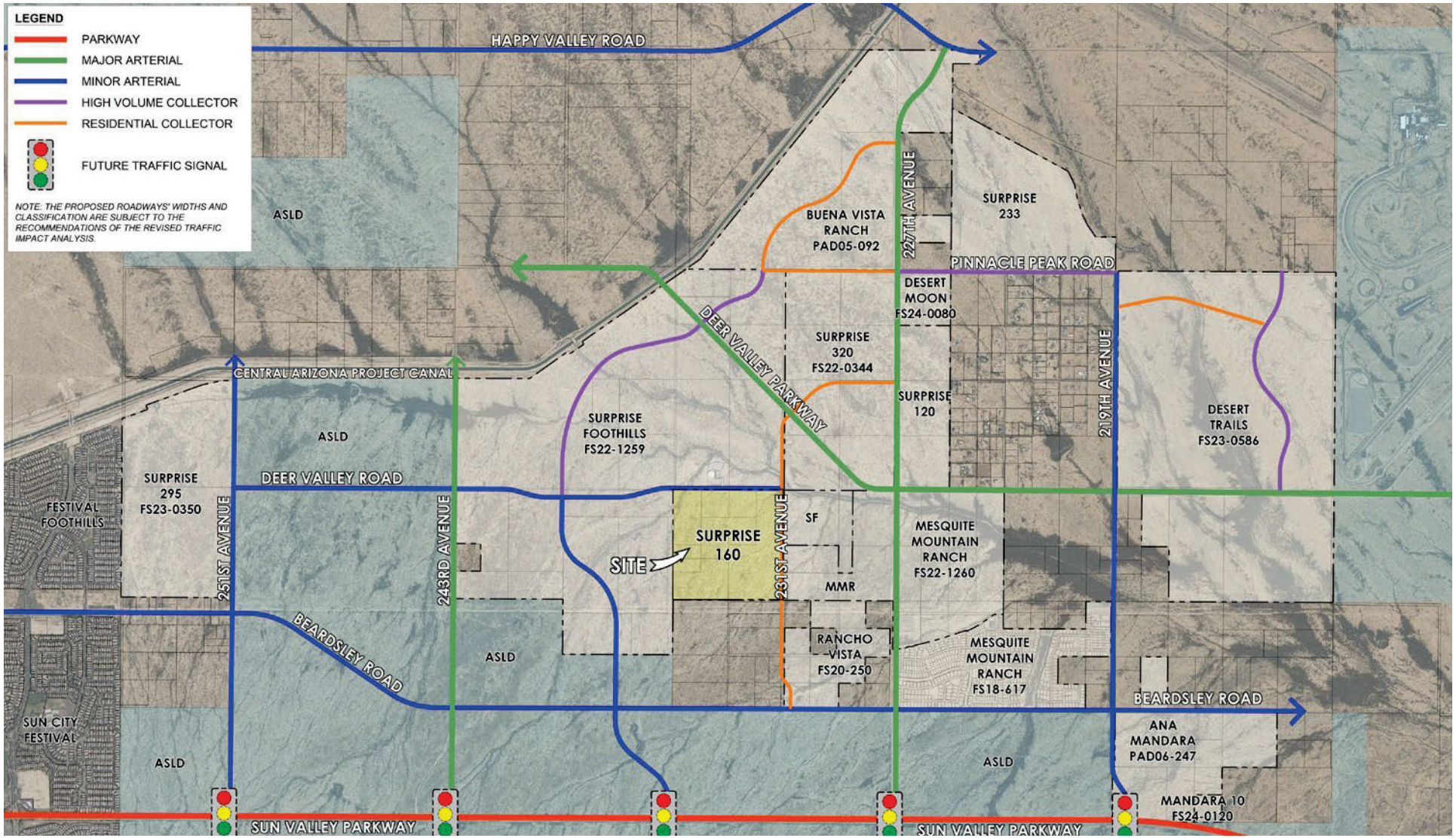
FIGURE 6: PROPOSED ZONING MAP



NTS

FIGURE 7: REGIONAL TRANSPORTATION PLAN



NTS

EXHIBIT D

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

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

City of Surprise

227th Ave & Sun Valley Parkway
Traffic Signal Improvements

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST

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

Surprise 160 Development Agreement
Resolution 2026-81

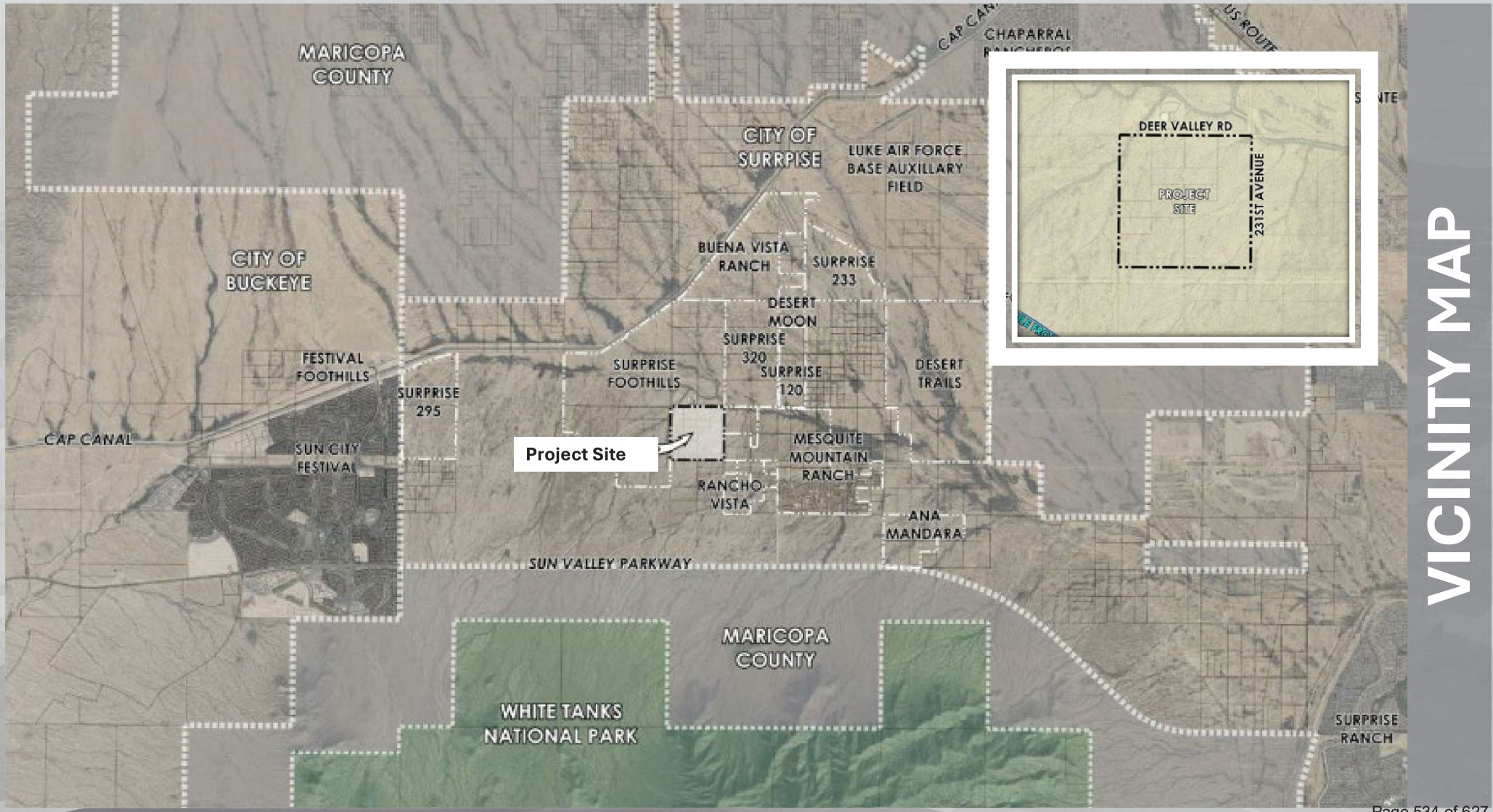
City Council

August 04, 2026

SURPRISE
ARIZONA

Background

- 160 acres at the southwest corner of 231 Avenue & Deer Valley Road
- Annexed into the City in 1989 zoned Residential rural (RR)
- Under separate action, Owners seek to rezone from Residential rural (RR) to Residential medium density (R-2)
- This agreement outlines the Owner's obligations for traffic signals, access, right of way, water and wastewater infrastructure, should the rezone be approved



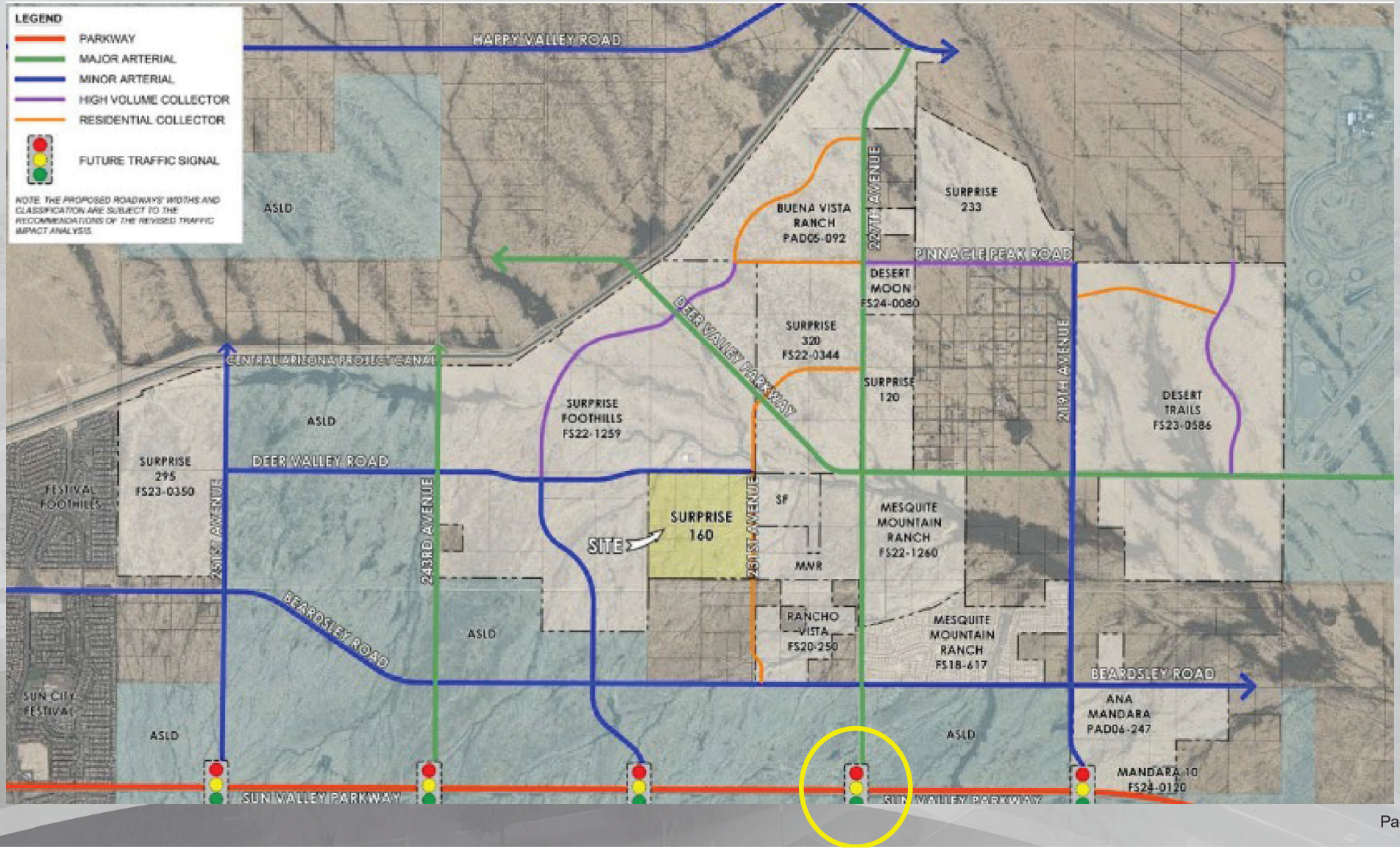
VICINITY MAP

Owner Obligations

- 227th Ave and Sun Valley Parkway Traffic Signal
  - $94,882.20 proportionate share
- Acquire right of way and easements necessary to complete improvements
  - If acquisition fails, developer may request City action (eminent domain), at City's discretion and developer's cost
- Provide assured water supply
- Payment of the City Water Resource Development Fee to acquire and or construct SPA 3 Recharge Basin prior to final plat or site plan approval

Owner Obligations

- Dedicate future well site within the SPA 3 Surprise Foothills Water Facility service area
- Finance, design, construct, install and dedicate well transmission line to the City
- Secure wastewater treatment capacity in the SPA 3 WRF or participate in any necessary expansion
- Dedicate right of way and easements to the City on final plats



Regional Transportation

City Obligations

- Timely collect necessary fees prior to final plat or site plan approval
- Provide parcel with municipal services
- Agreement terminates if rezone is not subsequently approved

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Buena Vista Ranch Development Agreement between the City of Surprise, Buena Vista Holdings LLC, and 100 Acres Partners LLC; Resolution 2026-82.

Motion:
I move to approve Resolution 2026-82.

Background:
Owners own approximately 422 acres at the northwest corner of 227th Avenue and Pinnacle Peak Road. On June 8, 1989, the City of Surprise City Council approved annexation of the referenced property. On September 29, 2005, the City of Surprise City Council approved rezoning a portion of the property to PAD. The City and Owners desire to enter into this Development Agreement to address certain infrastructure improvements to be completed based upon approval of a future rezoning of the property from PAD and RR to R-1, R-2, R-3, OS-1 and I-2.

Owner's obligations under this agreement include: contributing their proportionate share of the 227th Avenue and Sun Valley Parkway traffic signal; constructing off-site improvements along Foothills Boulevard and 227th Avenue; acquiring necessary right-of-way (ROW) and easements with subsequent dedication to the City; providing an assured water supply; obtaining capacity in or contributing to the construction of the SPA 3 Recharge Basin; dedicating a future well site; and designing and purchasing capacity in or contributing to the expansion of the SPA 3 Water Reclamation Facility.

The City's obligations are to timely collect all necessary fees and provide municipal services.

Objective Analysis:
Potential positive impacts include growth paying for itself and public infrastructure being built in an area of the City where there is a need.

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

Financial Impact:

The Developer will be responsible for acquiring the necessary right-of-way and easements, and for financing, designing, constructing, and installing the required off-site roadway improvements identified in the agreement. Certain eligible off-site roadway costs may qualify for reimbursement under Chapter 42 of the Surprise Municipal Code. If the Developer requests City-led eminent domain, costs will be reimbursed. The City will assume maintenance responsibilities upon acceptance of the improvements.

Budget Impact:

No immediate budget impact. If the Developer requests City-led eminent domain, costs will be reimbursed. Future maintenance costs will be incorporated into City budgets.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2026-82
2. BVR Development Agreement.
3. Buena Vista Ranch DA - CC Presentation

RESOLUTION # 2026-82

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE BUENA VISTA RANCH DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE, ARIZONA, AND THE OWNERS AS SET FORTH IN THE ATTACHED DEVELOPMENT AGREEMENT, PERTAINING TO PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF 227TH AVENUE AND PINNACLE PEAK ROAD, KNOWN AS BUENA VISTA RANCH.

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

WHEREAS, the owners as set forth in the attached development agreement (the "Owners") own approximately 422 acres of real property generally located at the northwest corner of 227th Avenue and Pinnacle Peak Road (the "Property"), as more particularly described in the development agreement attached hereto as **Exhibit A** and incorporated herein by this reference (the "Agreement");

WHEREAS, City staff and the Owners have agreed upon the subject Agreement for the future development of the Property, which sets forth, among other things: (1) conditions, terms, restrictions, and requirements for development of the Property; (2) upon Owners' satisfaction of all applicable legal requirements, consideration by the Planning and Zoning Commission and the City Council of a request to rezone the Property from PAD and RR to a combination of R-1, R-2, R-3, OS-1 and I-2; and (3) other matters related to the future development of the Property; and

WHEREAS, the Owners now desire to obtain City Council approval to enter into the Agreement, attached hereto as **Exhibit A** for the purpose of setting forth certain obligations and commitments relative to the future development of the Property.

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

Section 1. The Development Agreement between the City and the Owners, attached hereto as **Exhibit A**, is approved.

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City and any other documents necessary to effectuate the intent of this Resolution.

[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

Development Agreement

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

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

DEVELOPMENT AGREEMENT
BUENA VISTA RANCH

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into as of the _____ day of _____, 2026, (the "**Effective Date**"), by and among the **CITY OF SURPRISE**, an Arizona municipal corporation (the "**City**"); **BUENA VISTA HOLDINGS, LLC**, an Arizona limited liability company; and **100 ACRES PARTNERS, LLC**, an Arizona limited liability company (collectively, the "**Owner**"). City and Owner are referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Owner owns approximately 422 acres of real property generally located at the northwest corner of 227th Avenue and Pinnacle Peak Road, as legally described in Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "**Property**").

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

C. On September 29, 2005, per Case #PAD05-092, the City Council zoned a portion of the Property as PAD, pursuant to Ordinance No. 05-37.

D. Owner has submitted an application to rezone the Property from PAD and Rural Residential (RR) to a combination of Low Density (R-1), Residential Medium Density (R-2), Residential High Density (R-3), Open Space Conservation (OS-1), and General Industrial (I-2) (the "**Rezoning**").

E. In the event the City Council, in the exercise of its legislative discretion, approves Owner's request to rezone the Property, and as a result of the uses permitted under the City's R-1, R-2, R-3, OS-1, and I-2 zoning districts, certain public infrastructure shall be constructed to accommodate Owner's development and use of the Property.

F. Pursuant to A.R.S. § 9-500.05(H), Owners now seek to enter into this Agreement to further define the Parties' respective rights, responsibilities, and obligations with respect to the contemplated development of the Property, namely to set forth the duration of the Agreement; the future uses permitted on the Property; the density and intensity of uses and the maximum height

and size of proposed buildings within the Property; the dedication of land for public purposes; the phasing or time of construction or development on the Property; conditions, terms, restrictions, and requirements for public infrastructure and the financing of public infrastructure and subsequent reimbursements over time, if any; and other matters relating to the development of the Property.

AGREEMENT

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

1. General Matters.

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

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

2. General Plan and Surprise Municipal Code Compliance. Pursuant to A.R.S. § 9-500.05(B), the proposed development of the Property pursuant to this Agreement is consistent with the City's General Plan as of the Effective Date. Unless otherwise amended or provided for within this Agreement, Owner shall develop the Property in accordance with the final approved zoning narrative, a draft of which is attached hereto as Exhibit C, and was previously submitted to the City of Surprise on or about February 14, 2025. The zoning narrative is subject to final approval by the City's Planning and Zoning Commission and final legislative review and approval by City Council. Notwithstanding the foregoing, nothing herein shall relieve Owner of the obligation to comply with the City Code and all applicable rules, ordinances, regulations, standards, procedures, plans (general or specific), and administrative policies of the City that are in effect at the time submittals or permit applications are received by the City.

3. Owner's Obligations.

3.1. Roadway Improvements. Owner shall construct the following off-site roadway improvements, provided such off-site roadway improvements have not already been completed by the adjacent property owner:

3.1.1. Foothills Boulevard Off-Site Improvements. Owner shall complete the off-site section of Foothills Boulevard between the southern edge of the Property and where the roadway currently terminates north of Sun Valley Parkway for primary access to the Property, as more particularly described in Exhibit D. The off-site improvements to Foothills Boulevard shall provide paved "all-weather" access to the Property and shall be financed, designed, constructed, and installed per City of Surprise Collector standard pavement section with three (3) fourteen foot (14') travel lanes. Owner shall not be required to install any curbs, gutters, sidewalks, landscaping, or streetlights with the off-site portion of Foothills Boulevard, unless such improvements are needed to provide "all-weather" access, as determined by the City in the City's sole discretion. Owner shall ensure that any existing or future access points/driveways are preserved along this section of roadway. Additionally, Owner shall be required to dedicate to the City forty feet (40') of right-of-way for the off-site portion of Foothills Boulevard.

3.1.2. Secondary Access. Owner shall complete the off-site section of 227th Avenue in order to provide secondary access to the Property, as more particularly described in Exhibit E. The off-site improvements to 227th Avenue shall provide two (2) lanes of paved "all-

weather" access and shall be financed, designed, constructed, and installed to meet the roadway classification identified in the City's approved general plan. Owner shall not be required to install any curbs, gutters, sidewalks, landscaping, or streetlights with the off-site portion of 227th Avenue, unless such improvements are needed to provide "all-weather" access, as determined by the City in the City's sole discretion. Additionally, Owner shall dedicate to the City the required right-of-way for the off-site portion of 227th Avenue based on the roadway classification identified in the City's General Plan.

3.1.3. Reimbursement for Off-Site Roadways. In the event Owner is required to acquire land and/or design, construct, and install any of the off-site roadways not along development frontage identified in this Agreement, then the acquisition costs and/or the associated design and construction costs may be eligible for repayment in accordance with Chapter 42 of the Surprise Municipal Code.

3.1.4 227th Avenue & Sun Valley Parkway Traffic Signal. Prior to the City issuing any infrastructure permits, Owner shall deposit with the City Two Hundred Forty-two Thousand Eighty-Six Dollars and 0/00 ($242,086.00), its proportionate share, calculated as set forth in Exhibit F, of the preliminary estimated cost of construction of a new traffic signal at the intersection of 227th Avenue and Sun Valley Parkway (the **"Preliminary Estimate"**). Should the actual cost of construction exceed the Preliminary Estimate, Owners and/or its successors and assigns shall pay to the City the Owner's proportionate share of the actual cost of construction, and the City shall not issue any permits for vertical construction unless and until Owner pays to the City such amount. In no event shall the City refund to the Owner or its successors or assigns any portion of the Owner's initial deposit.

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

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

3.5. Water Supply Infrastructure Improvements.

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

3.5.2. Well Site. Owner shall provide and dedicate to the City, in fee, one (1) approximately one hundred fifty foot by one hundred fifty foot (150' x 150') site for a future well which will include the well site perimeter improvements (eight-foot (8') block wall, gates, utilities stubbed, etc.) (the "**Well Site**") in accordance with the City of Surprise Water Guidelines and Standards. The location of the well site shall be determined based on the results of a well impact analysis and a hydrologic model that the Owner shall cause to be completed by a registered hydrogeologist. If the Well Site is located next to a park, stormwater system, or open space area owned by Owner, Owner shall dedicate to the City a flowage easement over such park, stormwater system, or open space area. Unless waived in writing by the City, the Well Site shall not be located within a 404 wash, flood plain (after a CLOMR/LOMR), hillside with slopes greater than 15%, or identified subsidence area.

3.6. Wastewater Improvements. Owner shall secure wastewater treatment capacity in the SPA 3 Water Reclamation Facility ("**SPA 3 WRF**") pursuant to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement (MCR # 20190029551). If there is no available capacity for purchase, the Owner shall participate in an expansion of the SPA 3 WRF. The City will not approve any final plat, site plan, or building permit unless and until such time as Owner provides verifiable proof, as determined by the City in the City's sole discretion, of wastewater treatment capacity for the final plat, site plan, or building permit being approved.

4. Construction and Dedication,

4.1. Conveyance of Property. On the final plats (or by some other instrument in the event a final plat is not required), Owner shall dedicate to the City all parcels, rights-of-way, and easements within the Property needed for the public infrastructure, or as required pursuant to this Agreement, free and clear of all encumbrances which could affect marketability of title.

5. General Provisions.

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

or otherwise rejected by the City Council through the Council's exercise of its legislative discretion, this Agreement shall be null and void.

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

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

City:
City of Surprise
Community Development Department
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Lloyd Abrams
Email: Lloyd.Abrams@surpriseaz.gov
CDBusinessOps@surpriseaz.gov

With Copy to:
City of Surprise
City Attorney's Office
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Jeffrey Murray
Email: city.attorney@surpriseaz.gov
Phone: (623) 222-1120

Owner:
Buena Vista Holdings, LLC
100 Acres Partners, LLC
7505 East 6th Avenue, Suite 100
Scottsdale, AZ 85251
Attn: Elliott D. Pollack
Email: pollack@edpco.com

With Copy to:
Gilbert Blilie PLLC
701 N. 44th Street
Phoenix, AZ 85008
Attn: Jeffrey Blilie
Email: jblilie@gilbertblilie.com

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to any Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party, and with sufficient postage.

5.4. Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement by such Party. Any breach not cured within thirty (30) days after written notice is

received from a non-breaching party shall constitute a default by the breaching Party under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching Party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation within ninety (90) days after written notice is received from another Party. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires the City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, and the City shall not be responsible, liable, or obligated to pay any monetary damages, except as specifically allowed within this Agreement.

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

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

5.7. Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under applicable laws and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

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

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

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

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

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

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

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

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

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

(a) Exhibit A: Legal Description of the Property
(b) Exhibit B: Depiction of the Property
(c) Exhibit C: Zoning Narrative
(d) Exhibit D: Foothills Boulevard Off-Site Improvements
(e) Exhibit E: Depiction of Secondary Access
(f) Exhibit F: 227th Avenue & Sun Valley Parkway Traffic Signal Proportionate Share Calculation

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

CITY:

CITY OF SURPRISE,
an Arizona municipal corporation

By:_____
Kevin D. Sartor, Mayor

Date:_____

APPROVED AS TO FORM:

_____
Jeffrey Murray, City Attorney

ATTESTED:

_____
Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2026, before me personally appeared Kevin D. Sartor, the Mayor of the CITY OF SURPRISE, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: _____

OWNER:

BUENA VISTA HOLDINGS, LLC,
an Arizona limited liability company

By: BVR Management LLC, an Arizona limited liability company, Manager

By: _____
Elliott D. Pollack, Member

Date: 5/1/26

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 1 day of May, 2026, before me personally appeared Elliott D. Pollack, Member of BVR Management LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: February 25, 2029

ROBIN ANWAYA
Notary Public, State of Arizona
Maricopa County
Commission # 680275
My Commission Expires
February 25, 2029

OWNER:

100 ACRES PARTNERS, LLC,
an Arizona limited liability company

By:_____
Elliott D. Pollack, Member

Date: 5/4/26

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 1 day of May, 2026, before me personally appeared Elliott D. Pollack, Member of 100 Acres Partners, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: February 25, 2029

ROBIN ANWAYA
Notary Public, State of Arizona
Maricopa County
Commission # 680275
My Commission Expires
February 25, 2029

EXHIBIT A

Legal Description of the Property

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

LEGAL DESCRIPTION
Buena Vista

That certain parcel of land recorded in Document 2021-01113819, Maricopa County Records (MCR), that certain parcel of land recorded in Document 2012-0371667, MCR and a portion of that certain parcel of land recorded in Document 2007-0681732, MCR, lying within Sections 10 and 11, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the northeast corner of said Section 10, a 3-inch Maricopa County Department of Transportation (MCDOT) aluminum cap, from which the north quarter corner of said Section 10, a 3-inch General Land Office (GLO) brass cap, bears North 89°27'19" West (basis of bearing), a distance of 2641.37 feet;
THENCE along the north line of said Section 11 and the north line of said certain parcel of land recorded in Document 2021-1113819, MCR, South 89°54'56" East, a distance of 1972.50 feet, to the northeast corner of said certain parcel of land;
THENCE leaving said north lines, along the easterly line of said certain parcel of land, South 00°26'14" West, a distance of 329.68 feet;
THENCE North 89°54'12" West, a distance of 657.62 feet;
THENCE South 00°27'29" West, a distance of 1647.68 feet, to the southeast corner of said certain parcel of land;
THENCE leaving said easterly line, along the south line of said certain parcel of land, North 89°50'28" West, a distance of 1316.42 feet, to the east line of said Section 10;
THENCE leaving said south line, along said east line, South 00°29'58" West, a distance of 658.64 feet, to the east quarter corner of said Section 10;
THENCE South 00°29'54" West, a distance of 1319.60 feet, to the northwest corner of said certain parcel of land recorded in Document 2012-0371667, MCR;
THENCE leaving said east line, along the north line of said certain parcel of land, South 89°45'39" East, a distance of 1317.83 feet, to the northeast corner of said certain parcel of land;
THENCE leaving said north line, along the east line of said certain parcel of land, South 00°27'27" West, a distance of 660.47 feet, to the southeast corner of said certain parcel of land;
THENCE leaving said east line, along the south line of said certain parcel of land, North 89°43'54" West, a distance of 1318.30 feet, to said east line of Section 10;
THENCE leaving said south line, along said east line, South 00°29'54" West, a distance of 659.80 feet, to the southeast corner of said Section 10;
THENCE leaving said east line, along the south line of said Section 10, North 89°39'16" West, a distance of 2634.45 feet, to the south quarter corner of said Section 10;
THENCE North 89°44'23" West, a distance of 2311.28 feet, to the westerly line of said certain parcel of land recorded in Document 2007-0681732, MCR;

THENCE leaving said south line, along said westerly line, North 00°26'47" East, a distance of 56.51 feet;
THENCE North 55°02'40" East, a distance of 324.37 feet;
THENCE North 38°49'57" East, a distance of 6432.75 feet, to the north line of said Section 10;
THENCE leaving said westerly line, along said north line, South 89°27'19" East, a distance of 691.69 feet, to the **POINT OF BEGINNING**.

Containing 18,382,685 square feet or 422.0084 acres, more or less.

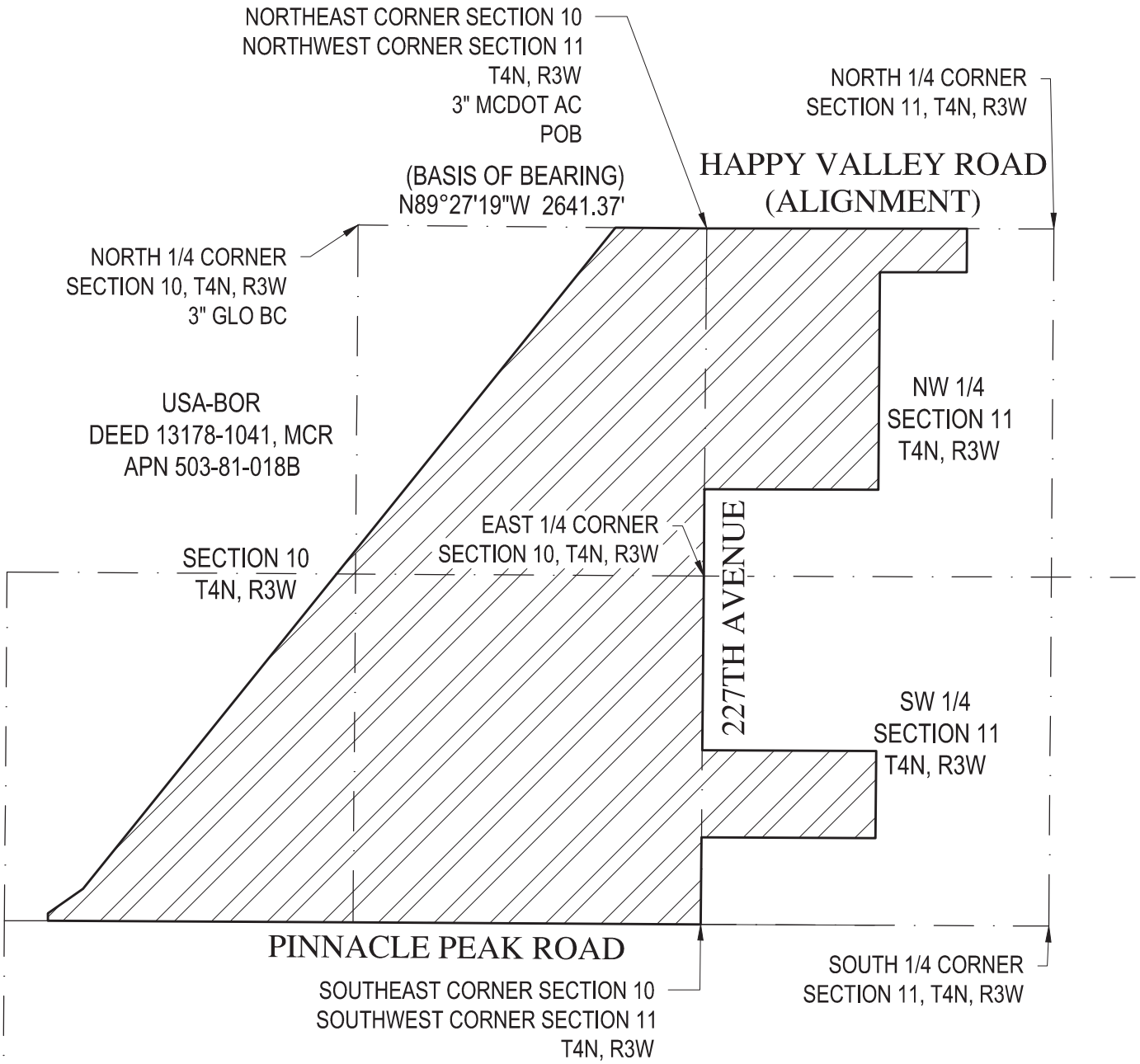
Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of August, 2023. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2024\245590 Buena Vista L01R01 07-01-24.docx245

EXHIBIT B

Depiction of the Property



WOOD PATEL

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23945
BRIAN J.
DIEHL
07-01-24
Date Signed .....
ARIZONA, U.S.A.

EXPIRES 09-30-26

N

EXHIBIT "B"

BUENA VISTA
REVISED 07/01/2024
WP# 245590
PAGE 3 OF 3
NOT TO SCALE
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EXHIBIT C

Zoning Narrative

BUENA VISTA RANCH

REZONING NARRATIVE

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

CASE #: FS24-1191
1ST SUBMITTAL: AUGUST 29, 2024
2ND SUBMITTAL: FEBRUARY 14, 2025

PRESENTED BY:

RVi Open the Outdoors

CB

WOOD PATEL

SWCA® ENVIRONMENTAL CONSULTANTS

APPLICANT TEAM

PROPERTY OWNER / DEVELOPER
Buena Vista Holdings, LLC
Rick Merritt / Elliott Pollack
5111 N. Scottsdale Road, Suite 202
Scottsdale, AZ 85250
Phone: 480.423.9200
Email: merritt@edpco.com / pollack@edpco.com

LEGAL / ZONING ATTORNEY
Gilbert Blilie PLLC
Jeff Blilie
701 North 44th Street
Phoenix, AZ 85008
Phone: 480.429.3030
Email: jblilie@gilbertblilie.com

LAND PLANNING
RVi Planning + Landscape Architecture
Mark Reddie / Jessica Miller
4900 N. Scottsdale Road, Suite 1200
Scottsdale, AZ 85251
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Email: mreddie@rviplanning.com / jmiller@rviplanning.com

CIVIL ENGINEER
Wood Patel
Frank Koo
2051 West Northern Ave, Suite 100
Phoenix, Arizona 85021
Phone: 602.335.8511
Email: fkoo@WoodPatel.com

ENVIRONMENTAL PLANNING
SWCA Environmental Consultants
Victoria Casteel
20 East Thomas Road, Suite 1700
Phoenix, Arizona 85012
Phone: 480-581-5268
Email: victoria.casteel@swca.com

TABLE OF CONTENTS

1. PROJECT INTRODUCTION 1

Purpose 1
Organizational Structure 1

2. SITE ANALYSIS 1

Site Location and Zoning 1
General Plan Land Use Designations 2
Existing Pre-Development Conditions 2
Luke Air Force Base Auxiliary Field 1 Review 3

3. PROPOSED DEVELOPMENT PLAN 4

Conceptual Development and Open Space Plan 4
General Development Standards 5
Residential – Low Density (R-1) 5
Residential – Medium Density (R-2) 5
Residential – High Density (R-3) 5
General Industrial (I-2) 5
Open Space Conservation (OS-1) 5
Proposed Regional Transportation Improvements 5
Site Access + Circulation 6
Utilities & Services 6
Environmental Inventory Plan 6

4. CONCLUSION 6

LIST OF TABLES

Table 1: Existing and Surrounding Land Uses
Table 2: Luke AFB GDC Maximum Density & Unit Count Analysis
Table 3: Proposed Zoning Districts

LIST OF FIGURES

Figure 1: Regional Vicinity Map
Figure 2: Existing Conditions Map
Figure 3: Existing Zoning Map
Figure 4: 2040 General Plan Land Use Map
Figure 5: Luke Air Force Base Graduated Density Analysis
Figure 6: Proposed Zoning Map
Figure 7: Conceptual Development & Open Space Plan
Figure 8: Regional Transportation Plan

1. PROJECT INTRODUCTION

RVi Planning & Landscape Architecture, on behalf of Buena Vista Holdings, LLC, is pleased to submit this rezoning application for the existing 402.0-acre Buena Vista Ranch Planned Area Development (PAD) and an adjacent 20.0-acre Rural Residential (RR) site to change the zoning to a combination of Residential Low Density (R-1), Residential Medium Density (R-2), Residential High Density (R-3), Open Space Conservation (OS-1) and General Industrial (I-2) in accordance with the City of Surprise Land Development Ordinance.

Purpose

The purpose of this rezoning is to:

1. Update the zoning entitlements to be in line with the newly adopted Surprise Land Development Ordinance to ensure seamless implementation of the project as it develops over time;
2. Modify and update the land uses, circulation plan and development standards to conform to the City's current regulations and today's market conditions, particularly related to housing demand and product types, and;
3. Add an adjacent 20.0-acre parcel to the Buena Vista Ranch zoning case for a total of 422.0-acres.

Organizational Structure

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

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

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

2. SITE ANALYSIS

Site Location and Zoning

The subject property is approximately 422.0-acres and is generally bounded by the CAP canal to the west, Pinnacle Peak Road to the south, and the Happy Valley Road alignment to the north. The eastern boundary varies but generally follows the 227th Avenue alignment, straddling 227th near the middle and the north end of the site. See ***Figure 1: Regional Vicinity Map*** for the property location and regional context.

The Assessor Parcel numbers affiliated with the property include APN#'s 503-81-018G, 018H, 018K, 018J, 503-18-020G, 020N, 020P, and 020Q. The property is located within the City of Surprise Special Planning Area 3 (SPA-3) for water and sewer service and is currently vacant desert land. The property has no approved final plats or infrastructure serving the site, except for two well sites that supply the water for the Surprise Foothills Water Campus, and a dedicated roadway to access the parcels. See ***Figure 2: Existing Conditions Map.***

402.0-acres of the property was subject to a zoning case with the City of Surprise in 2005, Case #PAD05-092 to change the zoning from R1-43 Single-Family Residential to Planned Area Development (PAD). The rezoning was approved via Ordinance # 05-37. The underlying zoning districts within the PAD were R1-8, R1-5, R-2, and I-2. The 20.0-acre addition included as part of this application is currently zoned Rural Residential (RR).

The subject site is surrounded by vacant land. To the south lies the Surprise Foothills PAD, and the recently approved Surprise 320 property, rezoned Residential Low Density (R-1) where adjacent to the subject site. The remaining adjacent property is zoned Rural Residential (RR) to the north, east, and west. The CAP canal follows the western border of the site. See ***Figure 3: Existing Zoning Map.***

General Plan Land Use Designations

The City of Surprise 2040 General Plan Map designates the property as a mix of Neighborhood, Employment, and Open Space land use designations as depicted in ***Figure 4: 2040 General Plan Land Use Map.*** The Open Space designation generally follows the Iona Wash corridor and the CAP canal, with the employment in the northeast corner, and the Neighborhood land use covering the remainder of the property.

Portions of the subject site within the Employment Character Area of the General Plan were granted residential entitlements with the Buena Vista Ranch PAD before that version of the General Plan was adopted. As such, the subject rezone request will not be required to include employment zoning districts within this area. Therefore, the proposed development plan is in conformance with the 2040 General Plan land use designation and character area and no General Plan amendment is required. ***Table 1: Existing and Surrounding Land Uses*** provides a breakdown of the existing surrounding land uses and zoning.

The portions of the subject property adjacent to the CAP canal and Iona Wash corridor are underneath the City's Wildlife Linkages Corridor Overlay. In conformance with the Conservation Element of the City's General Plan, this property will develop with wildlife friendly regulations and ensure that identified wildlife corridors are protected as described in Section 104-2 of the LDO. An Environmental Inventory Plan will be provided in the Preliminary Plat stage to identify the extent of environmentally sensitive features present on the site that are to be protected.

Existing Pre-Development Conditions

The site is currently native desert range land and is relatively flat with gentle slopes from the northwest to the southeast. The Iona wash bisects the site in the northwest corner.

Drainage: Portions of the property are located within Iona Wash East and Iona Wash West FEMA Special Flood Hazard Areas (SFHA) "Zone AE" as shown on the FEMA Flood Insurance Rate maps (FIRM) panels 04013C1180M and 04013C1185L. Any development within the FEMA SFHA will require a Floodplain Use Permit. Any changes to the proposed floodplain of Iona Wash West and Iona Wash East will require that a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) applications will be completed and submitted to FEMA and the local review agencies for approval.

Sewer Service: Buena Vista Ranch has an allocation of sewer capacity in the SPA-3 Developer Phase, and it is understood that additional capacity will need to be acquired in order to fully develop the project.

Water Service: Buena Vista Ranch is located within the water service area of the Surprise Foothills Water Campus and is already identified as a project receiving water service pursuant to the Surprise Foothills Water Supply Facility Development Agreement. There are two existing wells on-site that support the Surprise Foothills Water Campus, which will provide water to the project.

Electricity: Electrical service for this project will be provided by Arizona Public Service (APS).

TABLE 1: EXISTING AND SURROUNDING LAND USES

LOCATION	GENERAL PLAN	EXISTING ZONING	LAND USE
Site	Neighborhoods, Employment, Open Space	PAD, Rural Residential (RR)	Vacant
North	Employment	Rural Residential (RR),	Vacant,
South	Neighborhoods	Surprise Foothills (PAD), Surprise 320 (R-1)	Vacant
West	Neighborhoods, Employment, Open Space	Rural Residential (RR),	CAP Canal, Vacant
East	Neighborhoods, Employment	Rural Residential (RR)	Vacant

Existing Roads and Right-of-Way: The subject site is generally located at the northwest corner of the future Pinnacle Peak Road and 227th Avenue. The existing arterial right-of-way adjacent to the Subject Site is limited to 68' for the north half-street of Pinnacle Peak and east half street of 227th Ave, with a full 136' for 1/8th of a mile where 227th enters the northern portion of the project. However, Pinnacle Peak Road is designated as a collector, so some of the existing dedicated right-of-way may not be needed for the future road. Additionally, there are portions of local streets dedicated that currently provide access to the two existing wells on-site.

Fire, Police, and Refuse Service: Buena Vista Ranch is within the municipal service area of the City of Surprise. As such, Surprise will provide fire, police, and residential refuse service to the property. The closest fire stations include Stations 303 or 306, both located approximately 11-13 +/- miles from the site. Buckeye also has Fire Station #704, approximately 6 +/- miles from the property. Nearby there is a fire station planned as a part of the Surprise Foothills development approximately 1.5 +/- miles to the southwest, a fire station planned as part of the recently approved Desert Trails (FS23-0586) approximately 1 +/- mile to the east, and a fire station is planned as part of the Ana Mandara development approximately 3 +/- miles to the southeast.

School Districts: The Subject Site is in the Nadaburg Unified School District. The closest public K-8 school within the Nadaburg Unified School District is Desert Oasis Elementary School located at 17161 W. Bajada Road Surprise, AZ 85387 approximately 12 miles from the site. The closest high school is Mountainside High School located at 32919 Center Street Wittmann, AZ 85361 approximately 13 miles from the site.

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

The applicant is coordinating with the Nadaburg school district to locate a 10-acre school site and adjacent 5-acre shared park site within the overall Buena Vista Ranch project. These parcels will be donated to the school district at time of platting.

Additionally, there are two Wickenburg district K-8 schools planned within the Surprise Foothills community less than 2-miles south of the site, and another school planned within the Desert Trails community 2 +/- mile east of the site.

Luke Air Force Base Auxiliary Field 1 Review

The Graduated Density Concept for Luke Air Force Base is best described as providing guidelines for development up to and surrounding the "high noise or accident potential zone," commonly referred to the 65 LDN line, as defined in A.R.S. § 28-8461, which may limit future operations of the U.S. This Graduated Density Concept proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 LDN as follows:

- a maximum of 2 dwelling units (du) per acre (ac) from the 65 LDN to ½ mile,
- a maximum of 4 du/ac from ½ mile to 1 mile,
- a maximum of 6 du/ac from 1 to 3 miles, and
- graduated densities beyond 3 miles that include open spaces, light industrial/commercial and rural uses throughout the area defined by State Statute A.R.S. § 28-8461 as "territory in the vicinity of a military airport".

Based on the noise contours published by Luke AFB, the property is located within all three density-restricted areas. A breakdown of the maximum units permitted per the GDC policy is provided in ***Table 2: Luke AFB GDC Maximum Density & Unit Count Analysis*** below.

City Staff received an e-mail from Christopher Toale, Director with Luke Air Force Base Community Initiatives dated June 3rd, 2024, based on a review of

TABLE 2: LUKE AFB GDC MAXIMUM DENSITY & UNIT COUNT ANALYSIS

LAFB ZONE	GROSS AC.	LUKE MAX DENSITY	LUKE MAX UNITS
65 LDN	16.1	0.0	0
A	135.2	2.0	270
B	212.6	4.0	850
C	58.2	6.0	349
TOTAL	**422.0**		**1,469**

the proposed development. The e-mail indicates that the proposed development complies with the GDC.

See ***Figure 5: Luke Air Force Base Graduated Density Analysis*** for the location of the various noise contours and density restrictions associated with them overlaid on Buena Vista Ranch.

3. PROPOSED DEVELOPMENT PLAN

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

Conceptual Development and Open Space Plan

The Subject Site is laid out in consideration with the natural drainage constraints and roadway network proposed throughout the site, as well as the density restrictions associated with the Luke Air Force Base. The R-3 parcel is located at the terminus of Pinnacle Peak at Foothills Boulevard, adjacent to a Medium-Density Residential designated parcel within the Surprise Foothills community. The R-1 parcels are located at the north end of the site, in the most restrictive Luke density zone, and east of 227th Avenue where adjacent to rural residential zoned property. Between these districts is zoned R-2 which offers an appropriate transition between residential densities. The Iona wash is to be preserved under OS-1 zoning, which also offers a significant buffer to the proposed I-2 uses in the far northeast corner of the site. Landscape buffers will be provided along the boundaries of each specific zoning district and along adjacent roadways in compliance with the LDO. Additionally, a 75' buffer area will be provided along the perimeter of the Iona Wash floodway as required by section 5.4.A of the PEDs. See ***Table 3: Proposed Zoning Districts*** and ***Figure 6: Proposed Zoning Map.***

TABLE 3: PROPOSED ZONING DISTRICTS

PARCEL	ZONING DISTRICT	GROSS ACRES	LAND USE %
1	I-2	32.3	8%
2	OS-1	20.5	5%
3	R-1	127.4	30%
4	R-2	221.9	52%
5	R-3	20.0	5%
TOTAL		**422.0**	

The Subject Site includes numerous opportunities for active and passive recreation through natural open space/wash corridors, developed parks and trails throughout the community which will be incorporated and detailed further during the preliminary and final plat process as development occurs. In addition to the 5-acre park site shared with the school district, the open space program will include two additional local parks integrated within the residential subdivisions. These parks are envisioned to be tied together by an open space corridor providing a distinguishing usable open space area that serves the entire development and connects to the proposed trail corridor along the CAP canal. Several smaller local parks/active open space areas that are integrated into each neighborhood and generally within a ¼ - ½ mile walking distance to all residents within the community will also be provided. Pedestrian connections to the collection of parks and usable open spaces will be evaluated in future phases of development.

Two trail types in conformance with the City of Surprise Park and Recreation Master Plan are proposed for the development, including Regional Paths and Local Paths. A Regional Path is located along the CAP canal, providing future regional trail connections to the north and south to Surprise Foothills. There is also a Regional Path proposed along the west edge of the Iona Wash corridor. The Local Paths are provided to connect from the Regional Path to the various residential parcels and parks within the development, and along the east side of Foothills Boulevard, connecting to the local path proposed with the Surprise Foothills development. See ***Figure 7: Conceptual Development & Open Space Plan*** for a graphic depiction of the overall open space and trail system.

General Development Standards

All general development standards within the Surprise LDO will shall govern the Subject Site, including the City of Surprise Planning and Engineering Design Standards (PEDS), as referenced in Chapter 107, Article 1. All open space requirements will be met, which includes a minimum of 20% open space for the overall development despite the differing lot categories provided. The articles within the PEDS shall apply where applicable, based on the specific zoning and land use, and will govern the general site design and development, open space design, circulation design, landscape, and streetscape design, building form and architecture of a development in addition to other elements as required within the LDO.

Residential – Low Density (R-1)

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

Residential – Medium Density (R-2)

The Residential Medium Density (R-2) zoning district allows for a variety of housing opportunities including detached and attached buildings, single-family dwellings, two-family dwellings, and three-family dwellings. The proposed zoning will allow for the development of all R-2 lot categories.

Residential – High Density (R-3)

The residential high density (R-3) zoning district is to provide for the development of high-density residential uses. The proposed zoning will allow for the development of all R-3 density categories.

General Industrial (I-2)

The general industrial zoning district provides for a mix of industrial activities requiring large land areas unencumbered by nearby residential or commercial development. Typical industrial uses have limited retail or on-site consumer interaction.

Open Space Conservation (OS-1)

The OS-1 (Open Space Conservation) land use category is intended to conserve, protect and enhance natural open spaces such as desert washes, wildlife corridors, etc. While these areas general remain undeveloped, limited passive recreational uses such as hiking and biking are permitted. The OS-1 category will follow the uses and development standards as defined in Section 106-8.3 of the LDO.

Proposed Regional Transportation Improvements

In discussion with the City of Surprise and in conformance with the City's 2035 General Plan, the following is a summary of the regional roadways within or adjacent to the Subject Site. See ***Figure 8: Regional Transportation Plan.***

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

Pinnacle Peak Road is designated as a residential collector road with 80-feet of total ROW (40' north half-street) along the southern perimeter of the site, providing an east/west connection from Foothills Boulevard to 227th Avenue. It is not anticipated that Pinnacle Peak Road will cross the Central Arizona Project Aqueduct.

227th Avenue is designated as a major arterial with 136-foot of total ROW (68' half street), connecting Sun Valley Parkway to the property.

Foothills Boulevard is planned as a residential collector road with 80-feet of total ROW through Buena Vista Ranch, transitioning to a high-volume collector within the Surprise Foothills development, and then to a minor arterial connecting down to Sun Valley Parkway.

Collector A is planned as a residential collector with 80' of total ROW providing an additional connection from 227th to Foothills Boulevard.

Happy Valley Road is planned as a minor arterial with 110-feet of total ROW. Due to the engineering constraints impacting the planned alignment along the property's northern edge, the required dedications adjacent to the subject site shall be determined during the platting stage.

Site Access + Circulation

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

The developer will continue to work with staff to provide appropriate primary and secondary access to the Site with each phase of development. As this project is an extension of the Surprise Foothills PAD, the main access will be provided from the shared collector between the two developments, Foothills Boulevard, going south to Sun Valley Parkway. Secondary geographically separated access will partially depend on timing between the various projects entitled in this region of Surprise, but will include 227th Avenue either from Sun Valley Parkway or Deer Valley Road.

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

Utilities & Services

Drainage:

The design of stormwater management systems will follow the criteria outlined in the City of Surprise Engineering Developoment Standards (2021). The Conceptual Drainage Report for Buena Vista Ranch has been prepared that outlines the minimum drainage requirements for the site. Future drainage studies shall be required as the development of the site progress to preliminary and final design.

Water & Sewer:

Offset water will need to be extended from the intersection of 231st Avenue and Deer Valley Road along 231st Avenue. The 16-inch waterline constructed as a part of the nearby Surprise Foothills development will be extended to the future Deer Valley Pkwy. alignment, then reduce to a 12-in. waterline. The site will also construct 16-in. waterlines along the south and east perimeter of the site. Onsite water will consist of 6- to 12-in. waterlines. A third well site will be provided on the property, the location of which will be determined at the time of platting.

Offsite Sewer will be extended from the existing 30-in and 36-in. sewer within Deer Valley Pkwy. and 227th Avenue to the development. Onsite sewers will consist of 8-in. to 12-in. sewers. Wastewater flows will ultimately be conveyed to the treatment facility at Beardsley and 187th Avenue.

Environmental Inventory Plan

Class 1 cultural and biological reports have been completed and included in the rezoning package as a separate attachment. A Class III cultural resources report is being provided for the 20-acre parcel that was not part of the previous Buena Vista PAD since a full survey was not previously completed on this portion of the property. Additionally, an aquatics resource review is provided with this application. A Native Plant Inventory will be provided in the Preliminary Plat stage as agreed to by Surprise staff.

4. CONCLUSION

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

FIGURE 1: REGIONAL VICINITY MAP

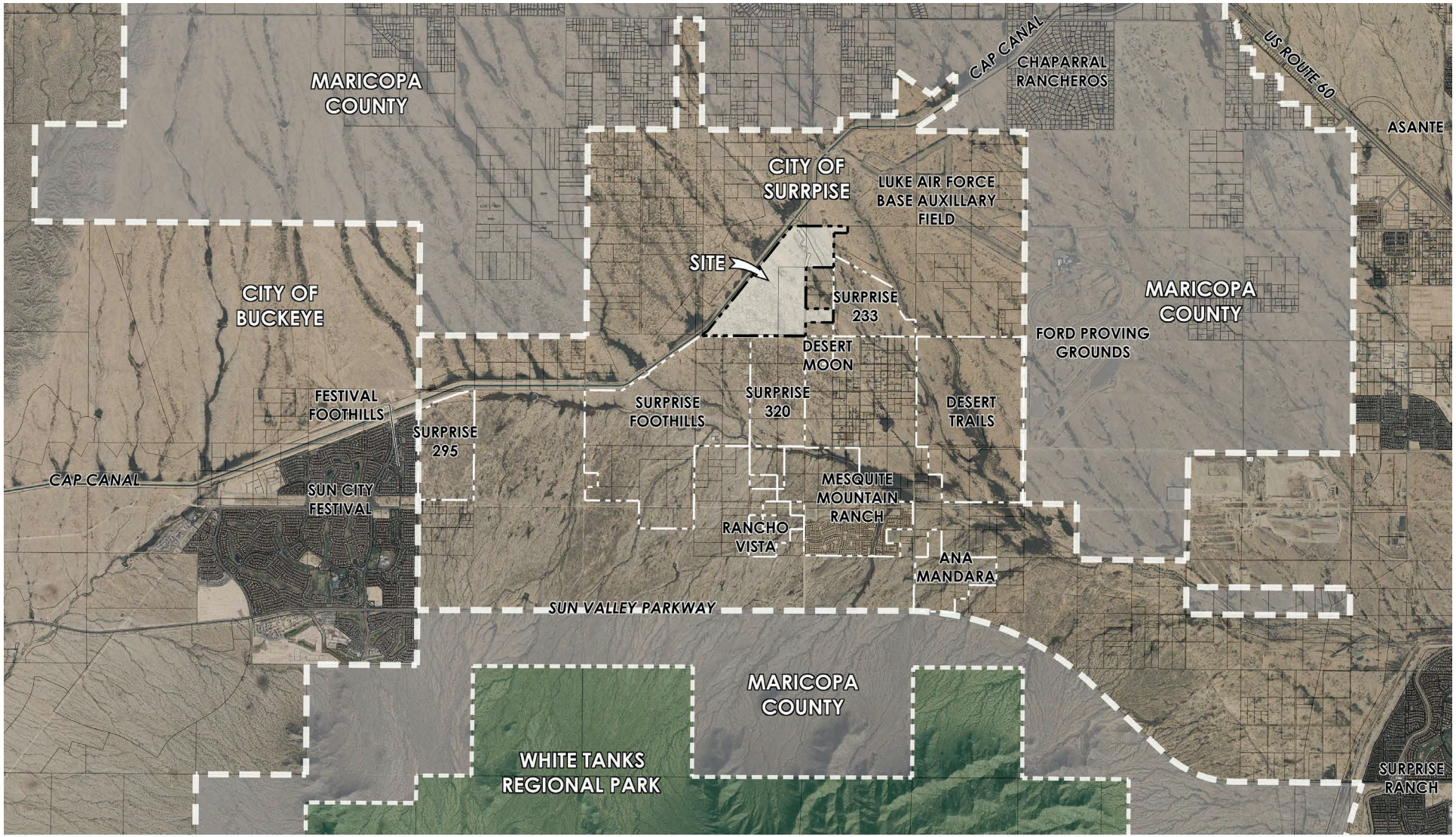

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FIGURE 2: EXISTING CONDITIONS MAP

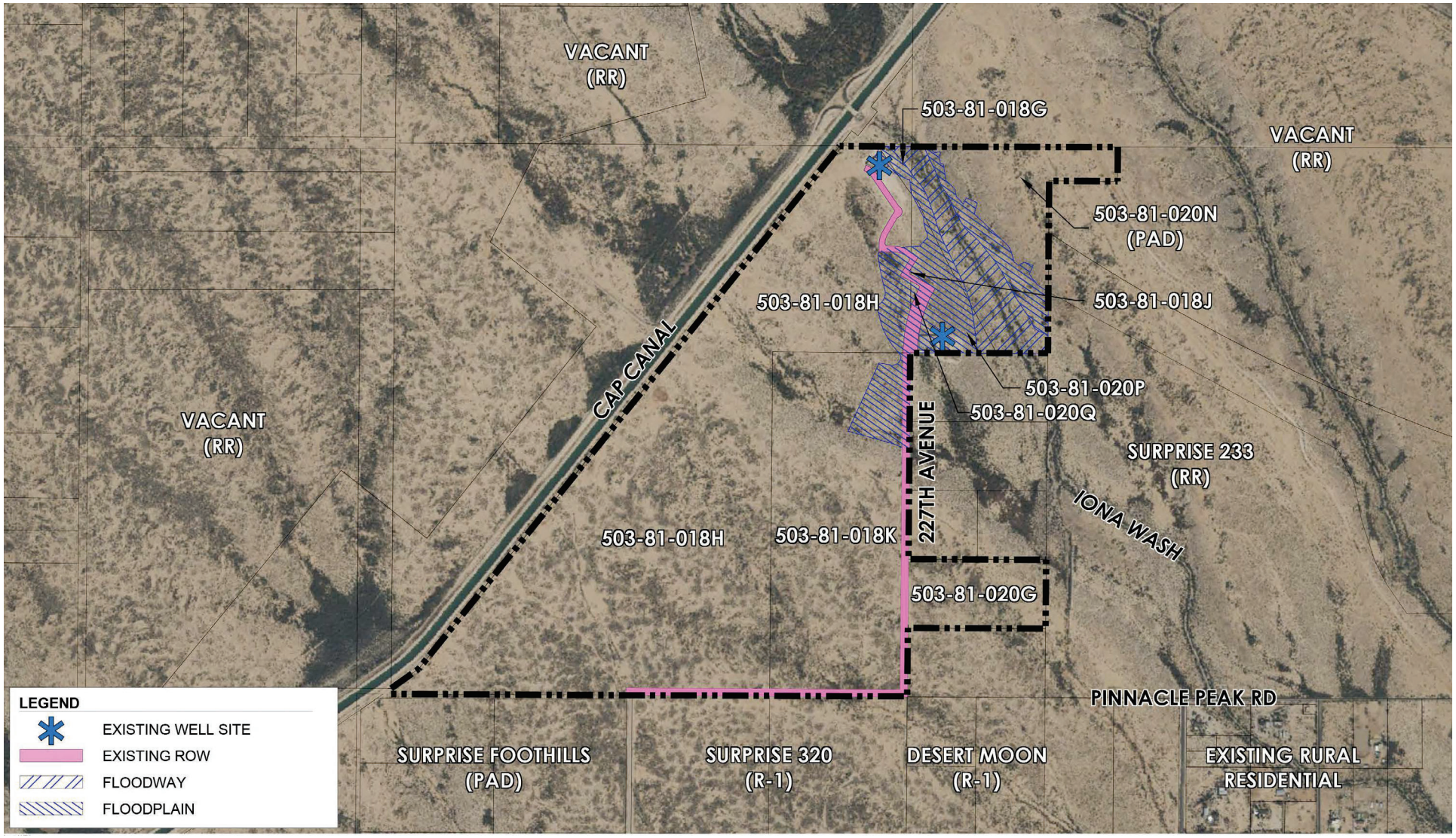

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FIGURE 3: EXISTING ZONING MAP

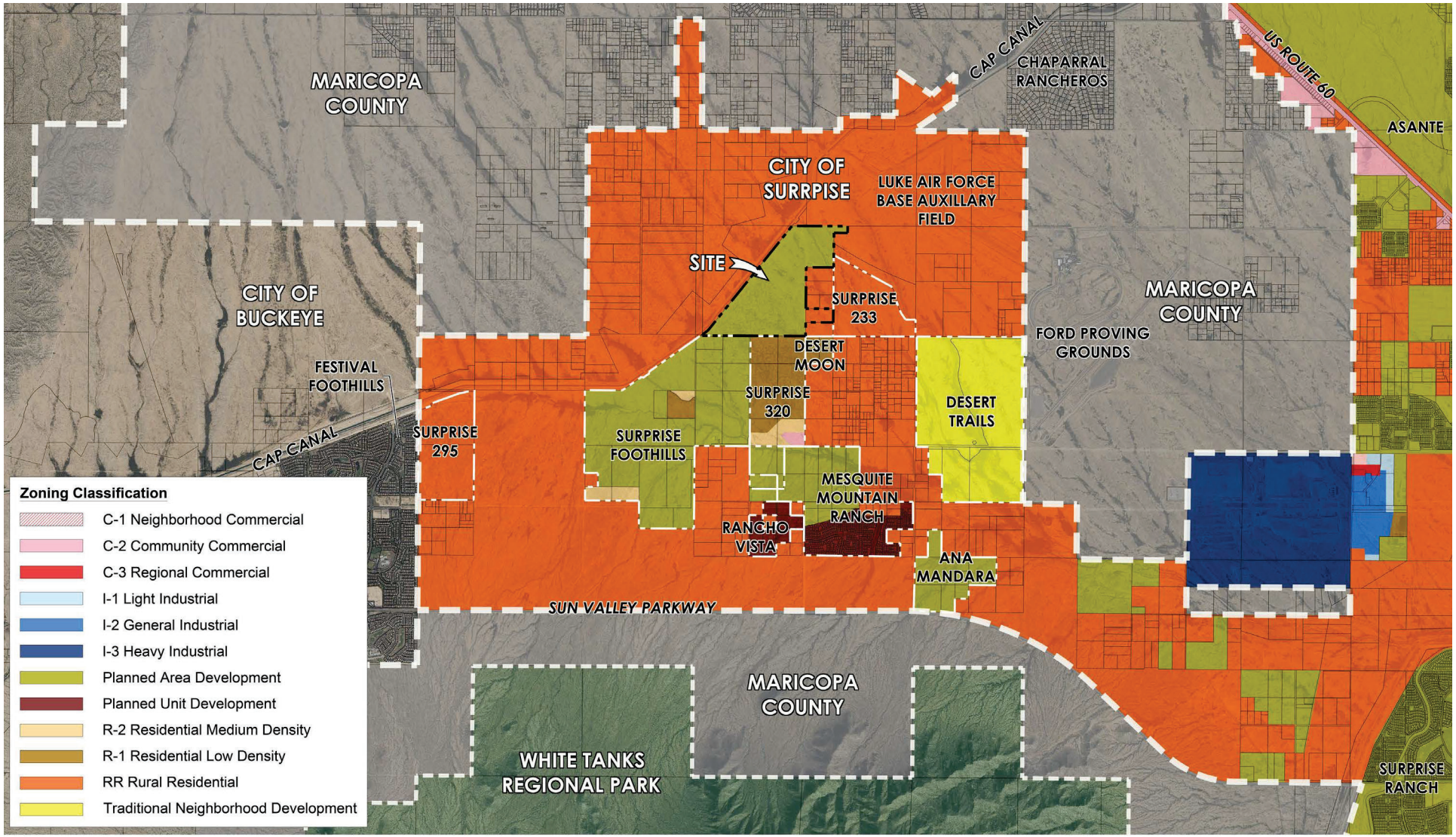

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FIGURE 4: 2040 GENERAL PLAN LAND USE MAP

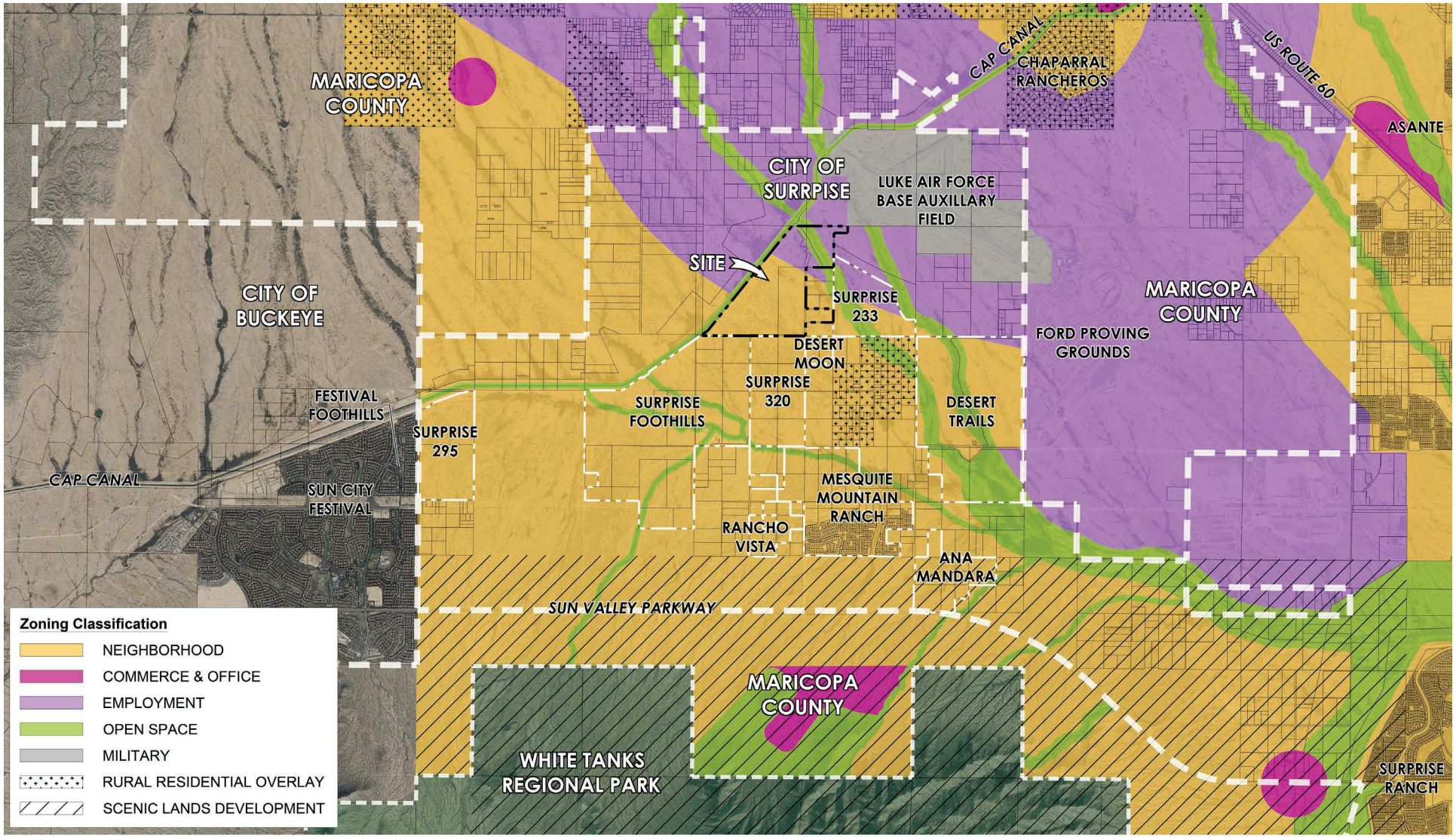

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FIGURE 5: LUKE AIR FORCE BASE GRADUATED DENSITY ANALYSIS

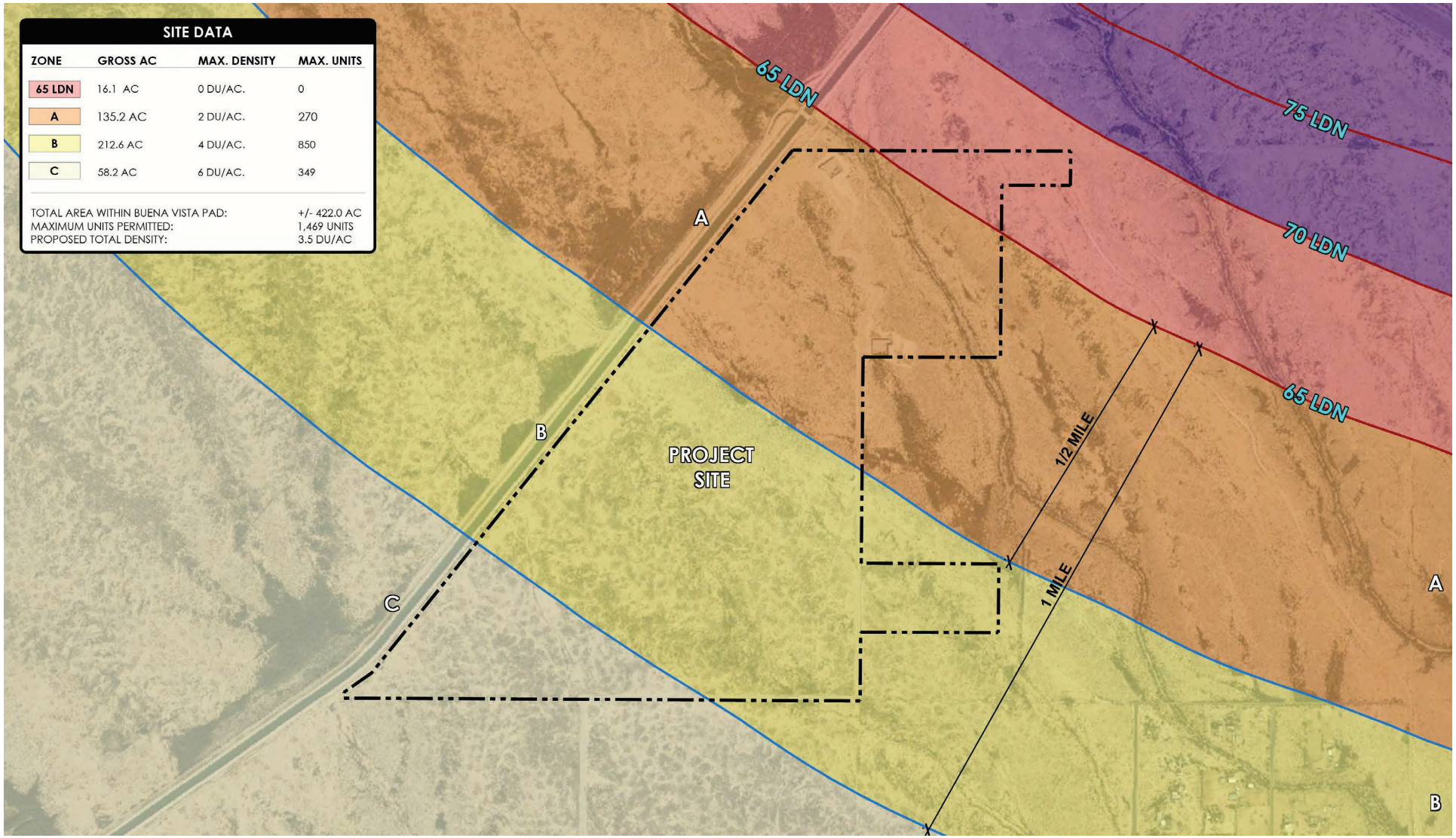

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FIGURE 6: PROPOSED ZONING MAP

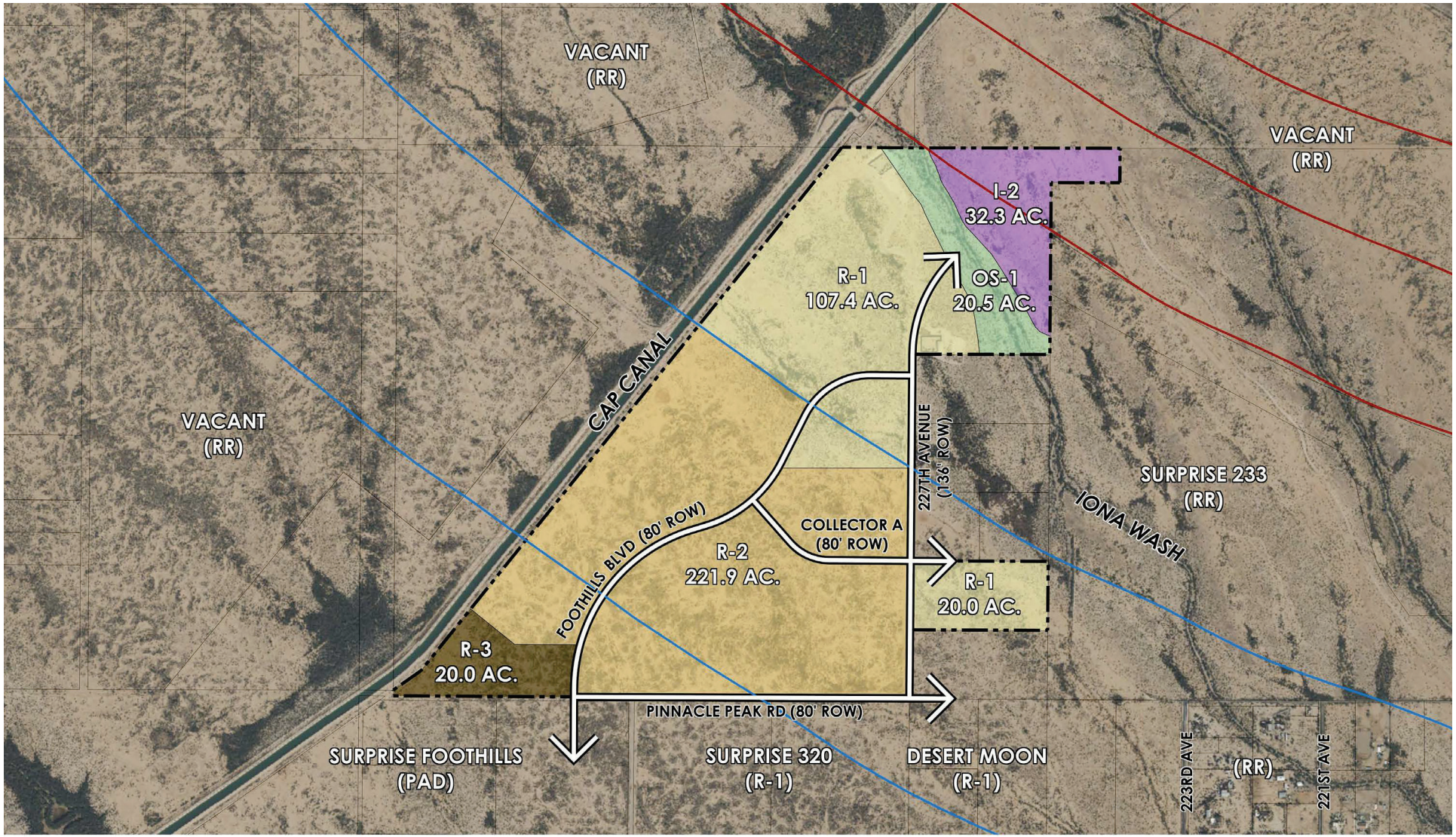

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FIGURE 7: CONCEPTUAL DEVELOPMENT & OPEN SPACE PLAN

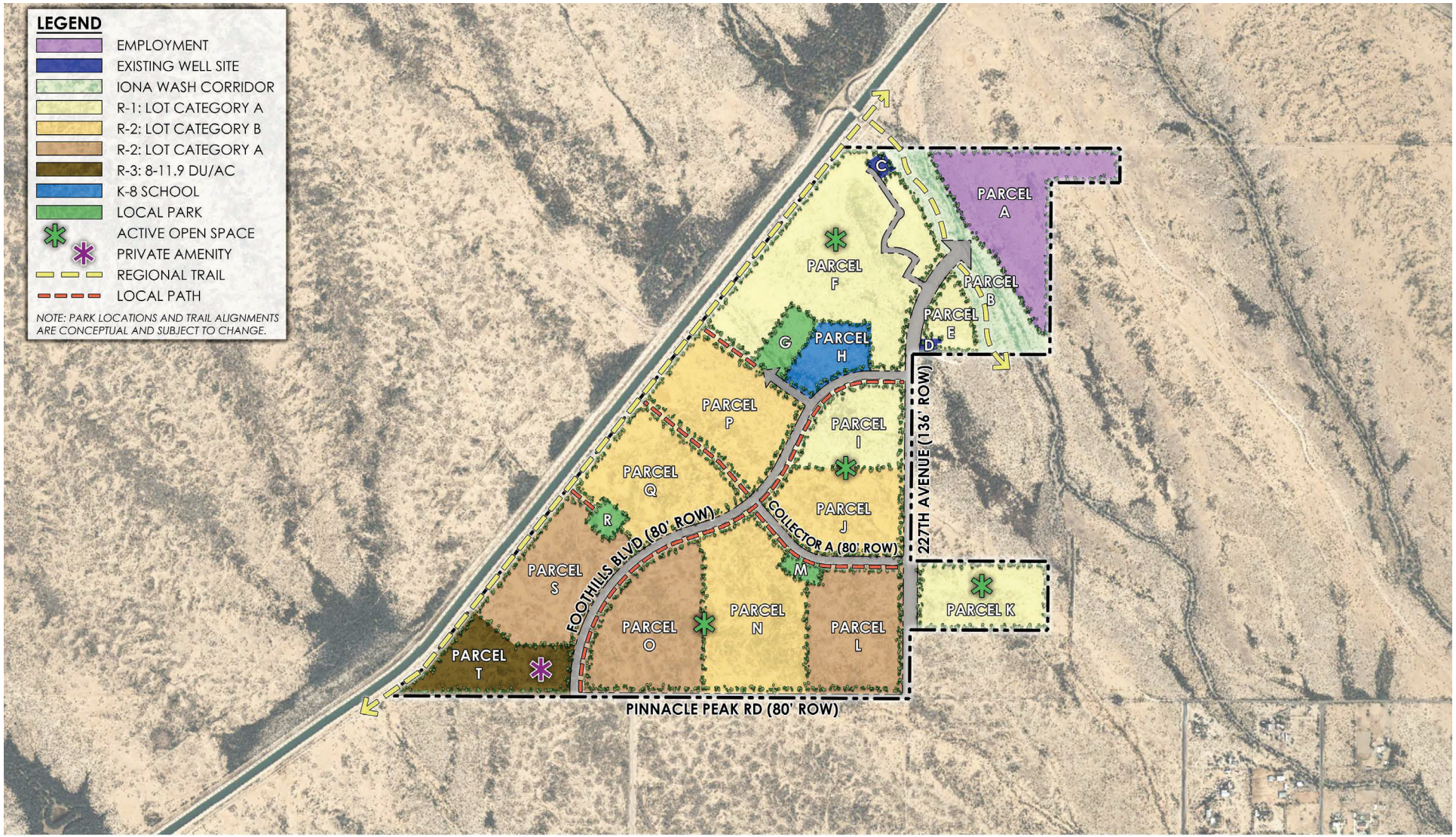

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FIGURE 8: REGIONAL TRANSPORTATION PLAN

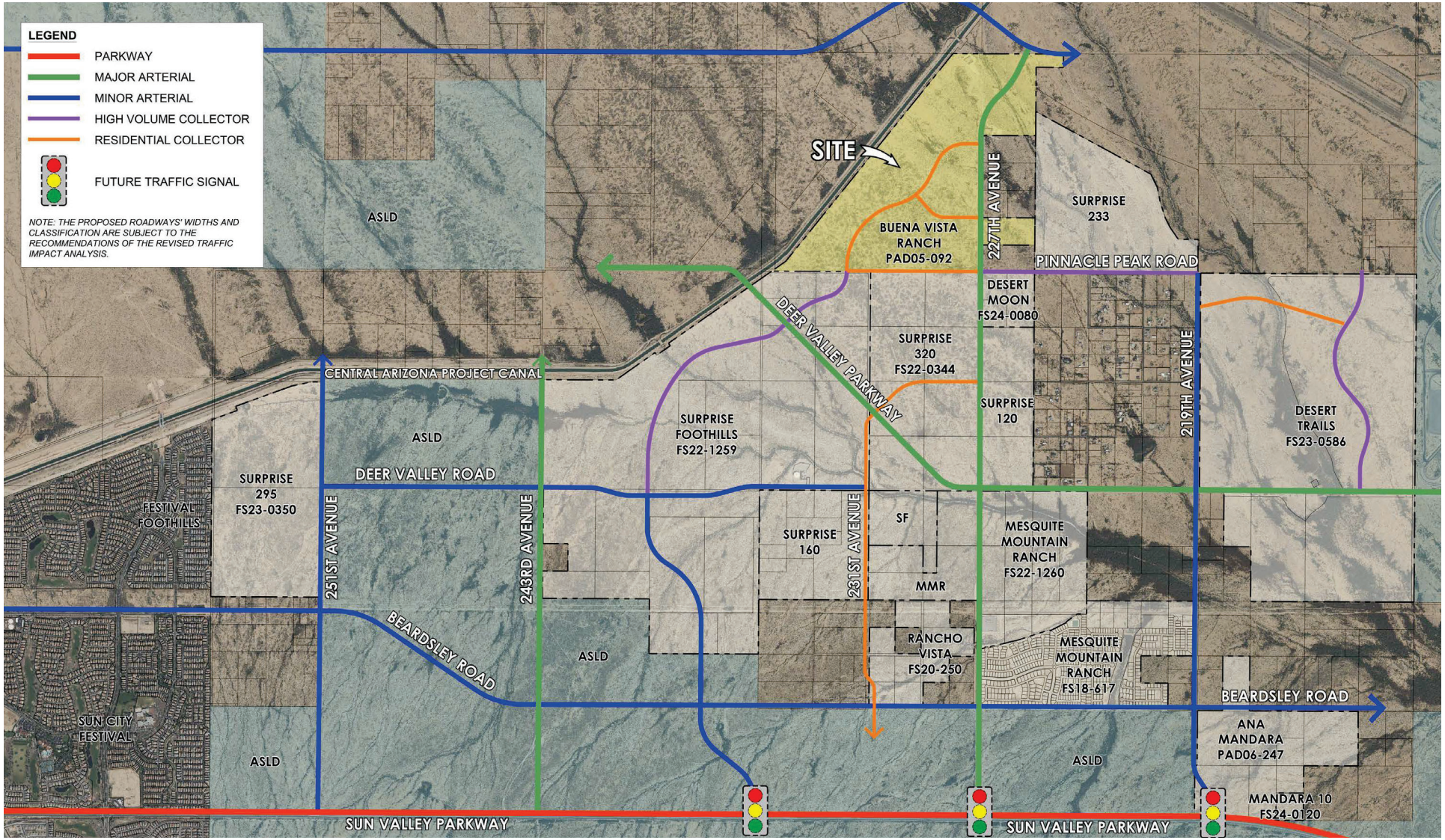

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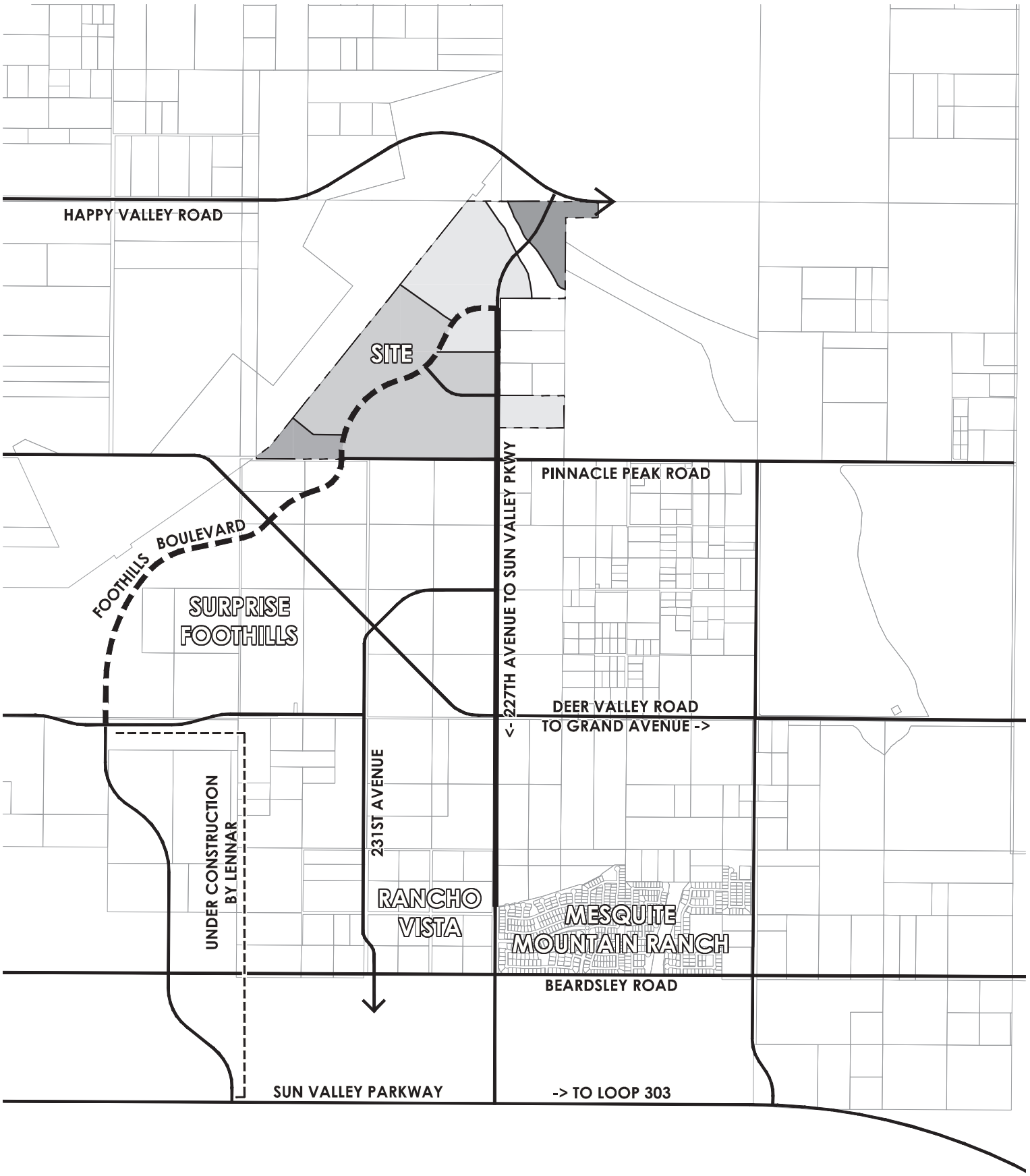
EXHIBIT D

Foothills Boulevard Off-Site Improvements



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www.rviplanning.com

BUENA VISTA RANCH • **EXHIBIT D: PRIMARY ACCESS**

- SURPRISE, AZ
- 2025-08-19
- # 24002985
- BUENA VISTA HOLDINGS, LLC

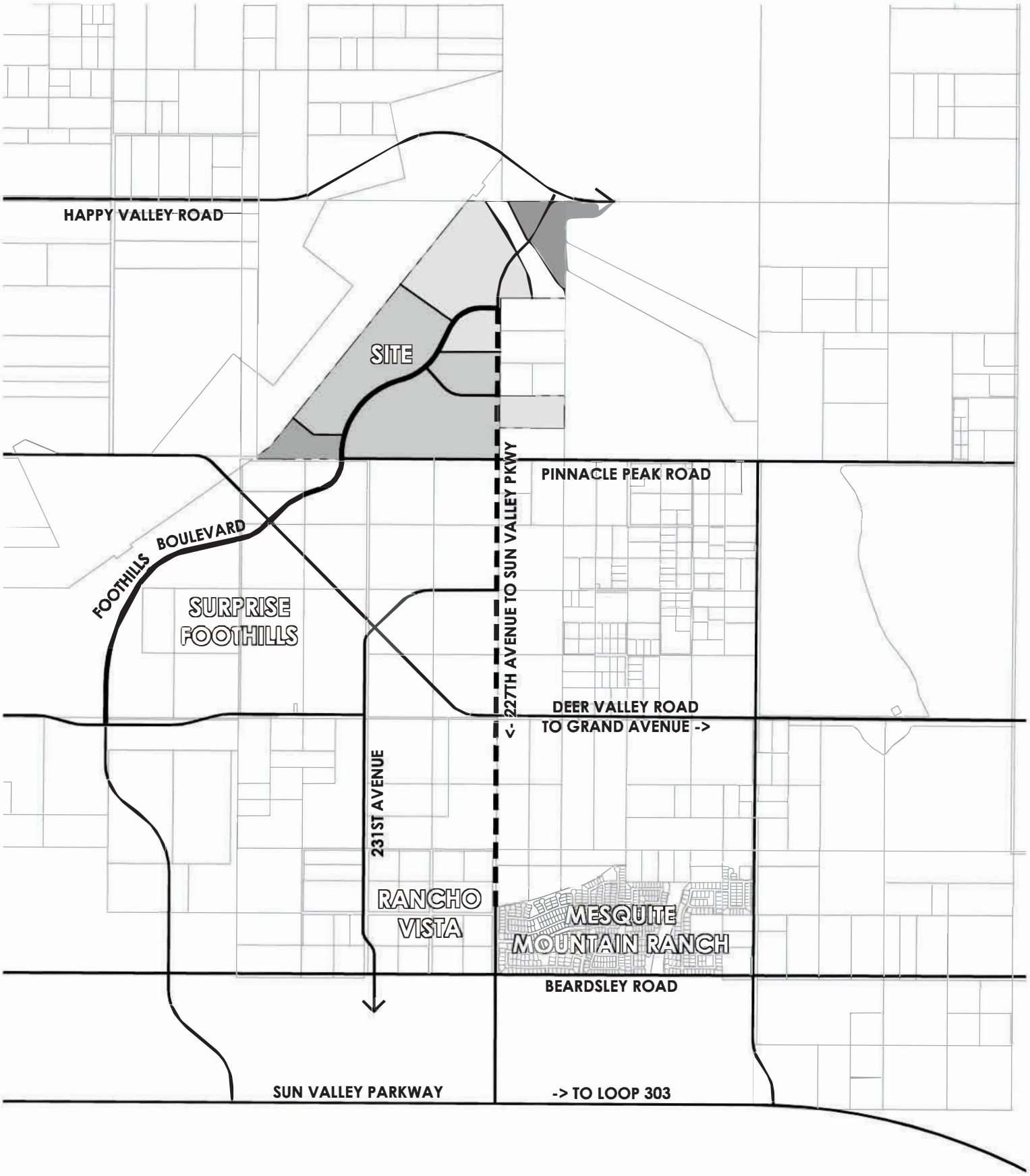
0 1320' 2640'
SCALE: 1" = 2640'-0"

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.

L:\24002985-BUENA VISTA RANCH\06 PLANNING\02 CAD\04 SUPPORTING EXHIBITS\RVi-2986-ACCESS EXHIBIT.dwg

EXHIBIT E

Depiction of Secondary Access



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Tel: 480.994.0994
www.rviplanning.com

BUENA VISTA RANCH • **EXHIBIT E: SECONDARY ACCESS**

SURPRISE, AZ

2025-08-19

24002985

BUENA VISTA HOLDINGS, LLC

0 1320' 2640'

SCALE: 1" = 2640'-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.

EXHIBIT F

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

EXHIBIT F

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

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

City of Surprise

227th Ave & Sun Valley Parkway
Traffic Signal Improvements

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST

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

Buena Vista Ranch Development Agreement
Resolution 2026-82

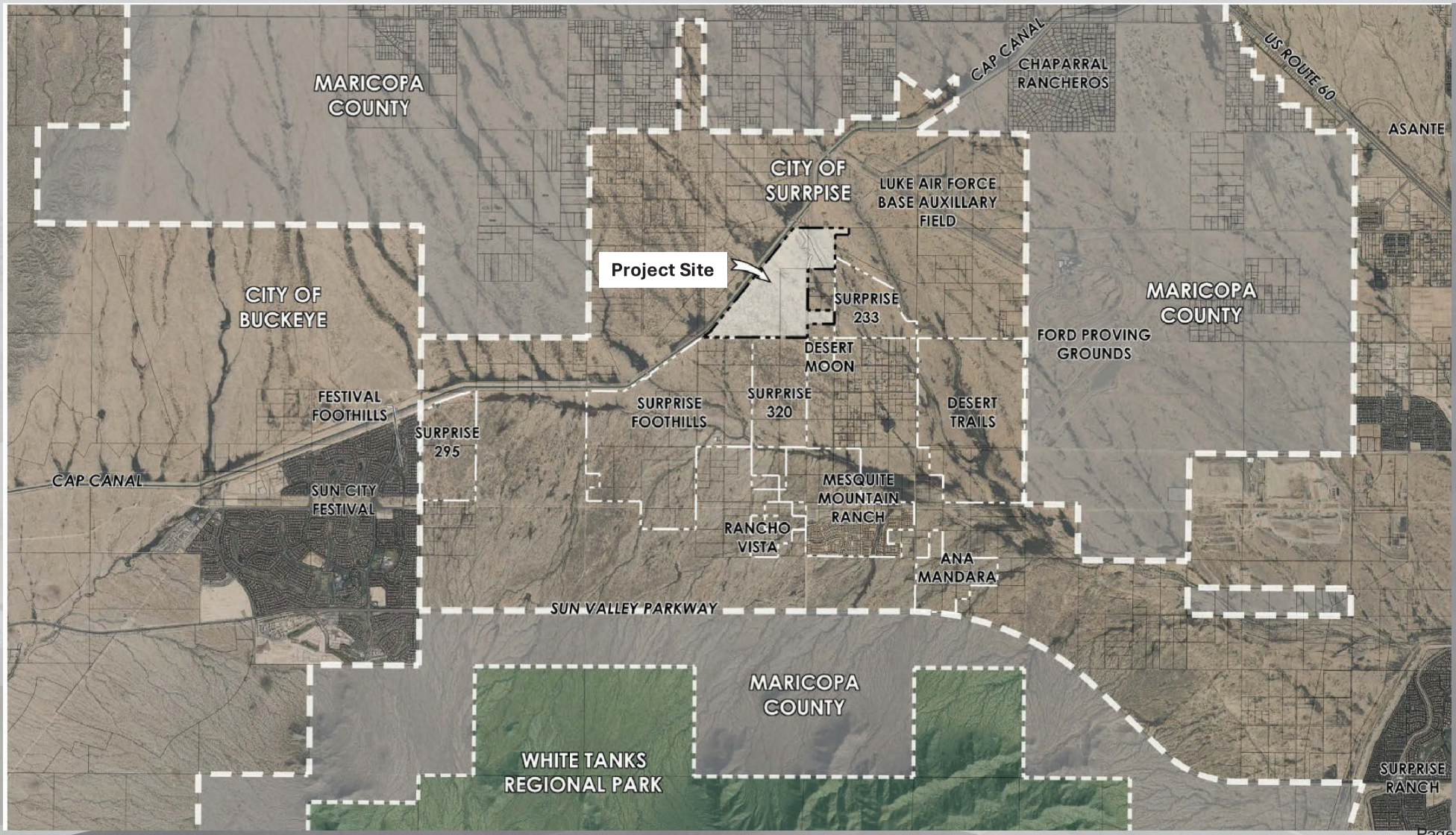
City Council

August 04, 2026

SURPRISE
ARIZONA

Background

- 422 acres at the northwest corner of 227th Avenue and Pinnacle Peak Road
- Annexed into the City in 1989 as Rural Residential (RR)
- Zoned Planned area development (PAD) in 2005
- Under separate action, Owners seek to rezone out of Planned area development (PAD) and Rural Residential (RR) to Residential low density (R-1), Residential medium density (R-2), Residential high density (R-3), Open space conservation (OS-1) and General industrial (I-2)
- This agreement outlines the Owner's obligations for roadway improvements, traffic signals, access, right of way, water and wastewater infrastructure, should the rezone be approved



VICINITY MAP

Owner Obligations

- Off-site roadway improvements for Foothills Blvd and 227th Avenue along eastern edge of development to Mesquite Mountain Ranch

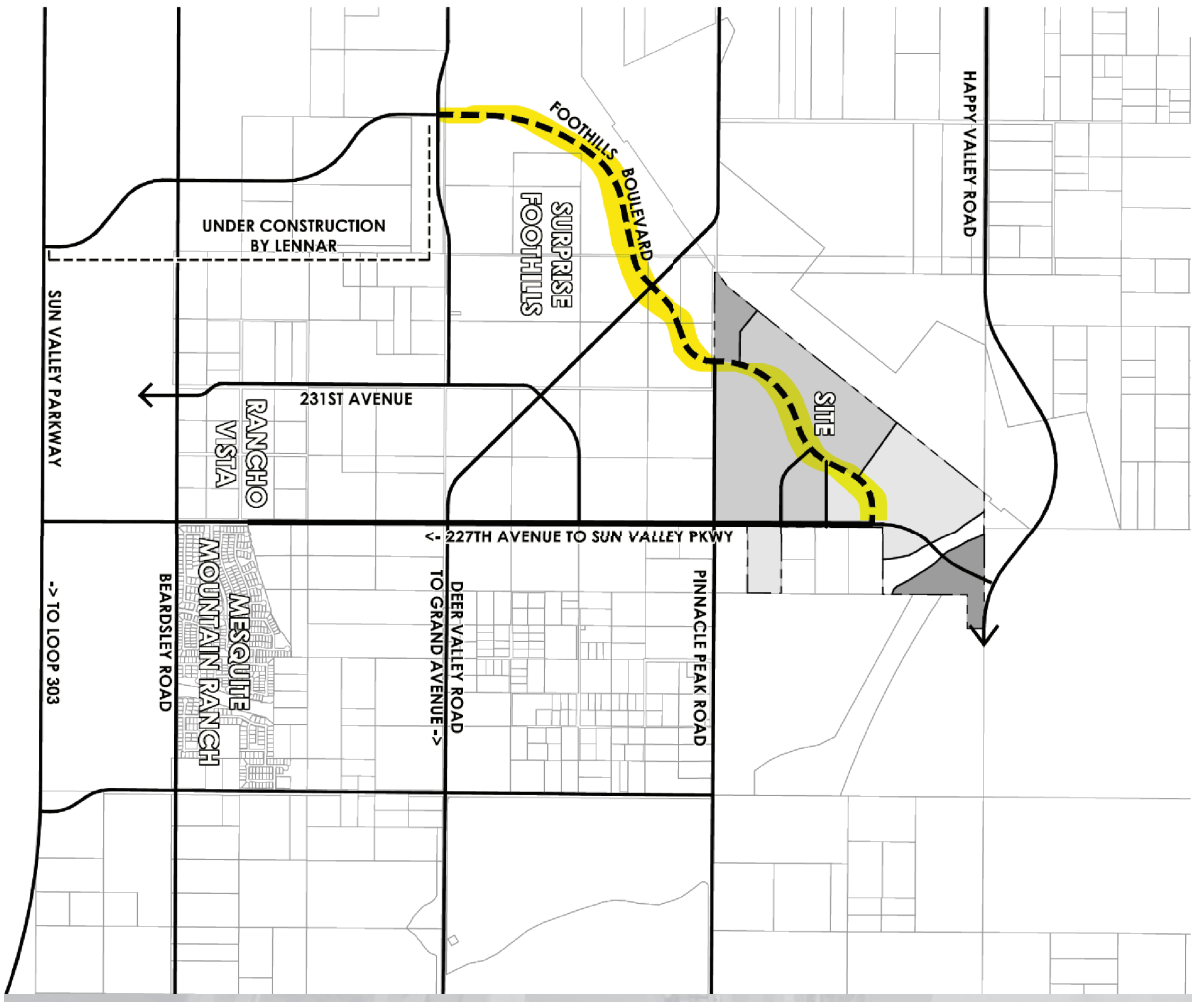
- 227th Ave and Sun Valley Parkway Traffic Signal
  - ➢$242, 086.00 proportionate share

- Acquire right of way and easements necessary to complete improvements
  - ➢If acquisition fails, developer may request City action (eminent domain)

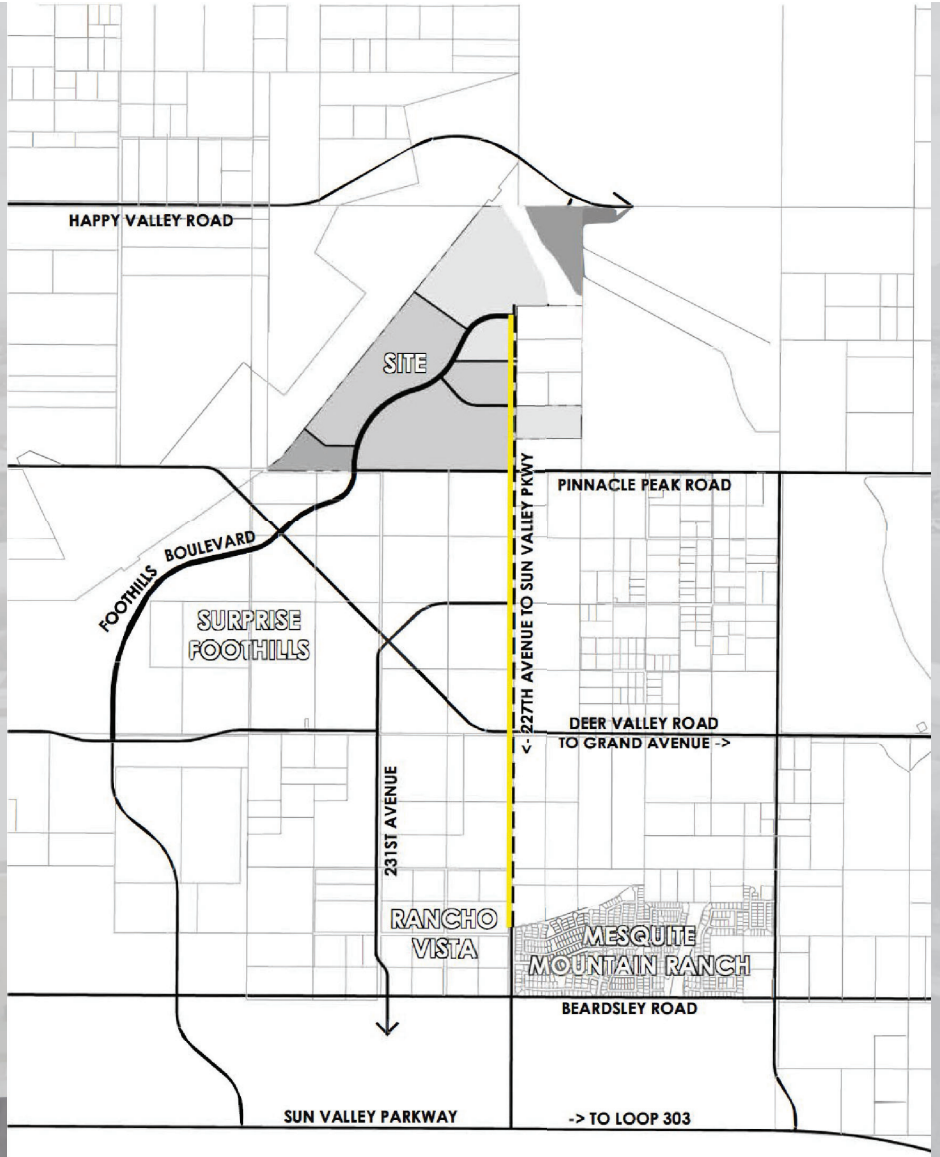
- Demonstrate assured water supply

Owner Obligations

- Payment of the City Water Resource Development Fee to acquire and or construct SPA 3 Recharge Basin
- Dedicate a well site to the City
- Secure capacity in the SPA 3 Water Reclamation Facility or participate in necessary facility expansion

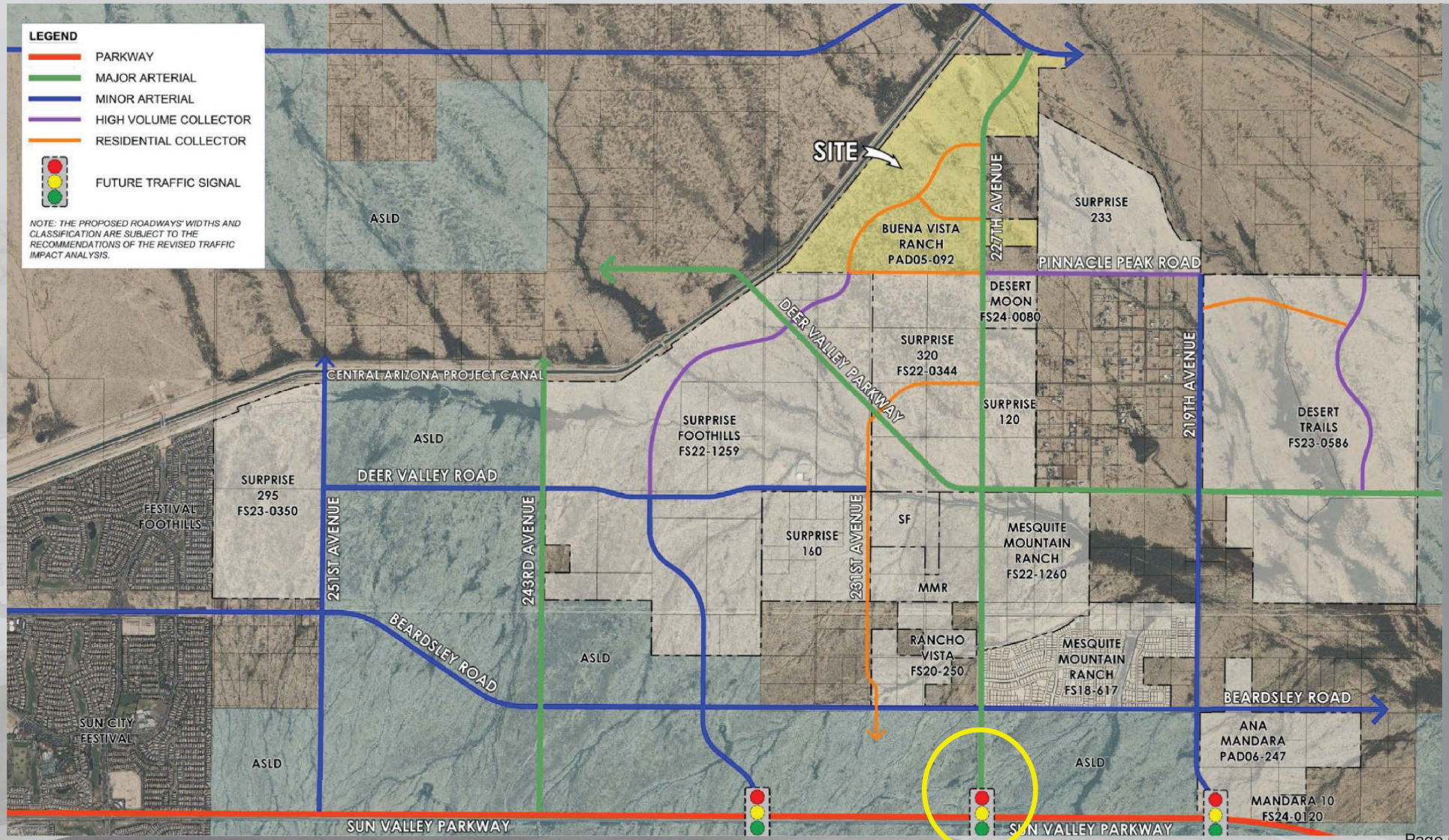


Foothills Boulevard



227th Avenue

Regional Transportation



City Obligations

- Timely collect applicable payments
- Continue to provide municipal services to the property

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Contact Person: Trever Fleetham, PLANNER SENIOR
Submitting Department: Community Development
District: District 4
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to an application for the Original Townsite Incentive Program to pay for building permit fees, building plan review fees, and City impact fees, in the amount of $22,405.69 relating to the construction of Shaughnessy Promenade, generally located at the northwest corner of Grand Ave and Greenway Rd. Case FS26-0459. Resolution 2026-114.

Motion:
I move to approve Resolution 2026-114 for the application for the Original Townsite Incentive Program to pay for building permit, building plan review, and Surprise development impact fees in the amount of $22,405.69 relating to the construction of Shaughnessy Promenade.

Background:
The applicant is seeking incentives provided under the Original Townsite Incentive program found in Section 111 of the Surprise Municipal Code. This program includes the 100 percent waiver of the building permit, building plan review, and Surprise development impact fees for qualifying commercial projects located in the Original Town Site. The request, if approved, will waive $22,405.69 and be paid out of the City's General Fund.

Objective Analysis:
If approved, the requested incentives will provide 100 percent waiver of building permit fees, building plan review fees, and City impact fees relating to the construction of Shaughnessy Promenade.

Policy Compliant:
The request is consistent with City and Council Policy.

Financial Impact:
The request, if approved, will waive $22,405.69 in building permit fees, building plan review fees, and City impact fees for the applicant. Fees will be paid out of the City’s General Fund. The fees are outlined as follows:
Building Permit & Plan Review Fees - $15,273.62
Impact Fees - $ 7,132.07

Total - $22,405.69

Budget Impact:

The FY2027 budget includes an appropriation within the General Operations General Fund in the amount of $375,000 for Original Townsite Incentives; therefore, there is no budget impact.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS26-0459 Shaughnessy Promenade OTI - Staff Report - 080426 CC
2. 01 - FS26-0459 Shaughnessy Promenade OTI - Vicinity Map
3. 02 - FS26-0459 Shaughnessy Promenade OTI - Zoning Map
4. 03 - FS26-0459 Shaughnessy Promenade OTI - Request Letter
5. 04 - FS26-0459 Shaughnessy Promenade OTI - Resolution 2026-114
6. FS26-0459 - Shaughnessy Promenade OTI - 080426 CC

16000 N. Civic Center Plaza | Surprise, AZ 85374 | Ph 623-222-3000 | Fax 623-222-3002

Original Townsite Incentive

Report to the City Council

Case:	**FS26-0459**
Project Name:	Shaughnessy Promenade OTI
Council District:	4 – Mulberry
City Council Date:	**August 4, 2026**
Planner:	Trever Fleetham
Owner:	JABS Holding LLC
Applicant:	Alexis Shaughnessy, Shaughnessy Contracting Inc.
Request:	The applicant is seeking incentives provided under Section 111-1.3 of the Surprise Land Development Ordinance (LDO) regarding the Shaughnessy Promenade development
Site Location:	12723 W. Grand Ave., Surprise, AZ 85374
Site Size:	0.93 acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2040
Support/Opposition:	No communication regarding support or opposition was received

Project Description:

The subject site is generally located at the northwest corner of Grand Avenue and Greenway Road. The site is located within the original townsite infill incentive district and is zoned Surprise Heritage District Commercial Overlay (SHD-CO). Shaughnessy Contracting Inc. constructed a development, known as Shaughnessy Promenade, that involves a 17,269 sq. ft. building that includes a two-story office fronting Grand Avenue and 11,455 sq. ft. of storage area at the rear. Associated site improvements include parking, landscaping, and lighting.

The applicant, Shaughnessy Contracting Inc., is seeking incentives provided under the Original Townsite Incentive program found in Section 111 of the Surprise Municipal Code. This program includes a possible 100 percent waiver of the building permit, building plan review, and Surprise development impact fees for qualifying commercial developments located in the original townsite infill district.

Background:

December 6, 1960 – The subject parcel was part of the original incorporation of the Town of Surprise.

June 21, 2016: The Mayor and City Council approved a zoning text amendment creating the Surprise Heritage District, Residential Overlay, and Commercial Overlay within the Original Town Site and the rezoning of the subject property from CC (Community Commercial) to Surprise Heritage District – Commercial Overlay (SHD-CO). The new zoning district and overlays are an implementation of the previous planning efforts to motivate revitalization and codify design standards desired by the community.

September 23, 2021: A building permit (2021003844) was issued for a temporary construction trailer for the subject development.

January 6, 2022: The Planning & Zoning Commission approved a Site Plan for the subject development under case FS20-799.

March 4, 2022: A building permit (2021005291) was issued for the subject development.

November 21, 2025: An elevation change was administratively approved for the subject development under case FS25-0886.

March 10, 2026: A Certificate of Occupancy was issued for the subject development, permit 2021005291.

April 10, 2026: The applicant submitted the subject Original Townsite Incentive request.

Summary:

Shaughnessy Contracting Inc. developed the property at 12723 W. Grand Avenue within the original townsite infill incentive district. The applicant is requesting that the qualifying fees of the associated building permits for this development be waived per Section 111-1.3 – Original Townsite Infill Incentive District Plan. The request, if approved, will waive $22,405.69 of fees for the applicant and will be paid out of the City's General Fund. Staff has confirmed payment that all fees included within this request were paid by the applicant. The fees are as follows:

Primary Building Permit (2021005291)

Building Permit & Plan Review Fees	$15,139.62
Impact Fees	$7,132.07
Total	$22,271.69

Temporary Construction Trailer Permit (2021003884)

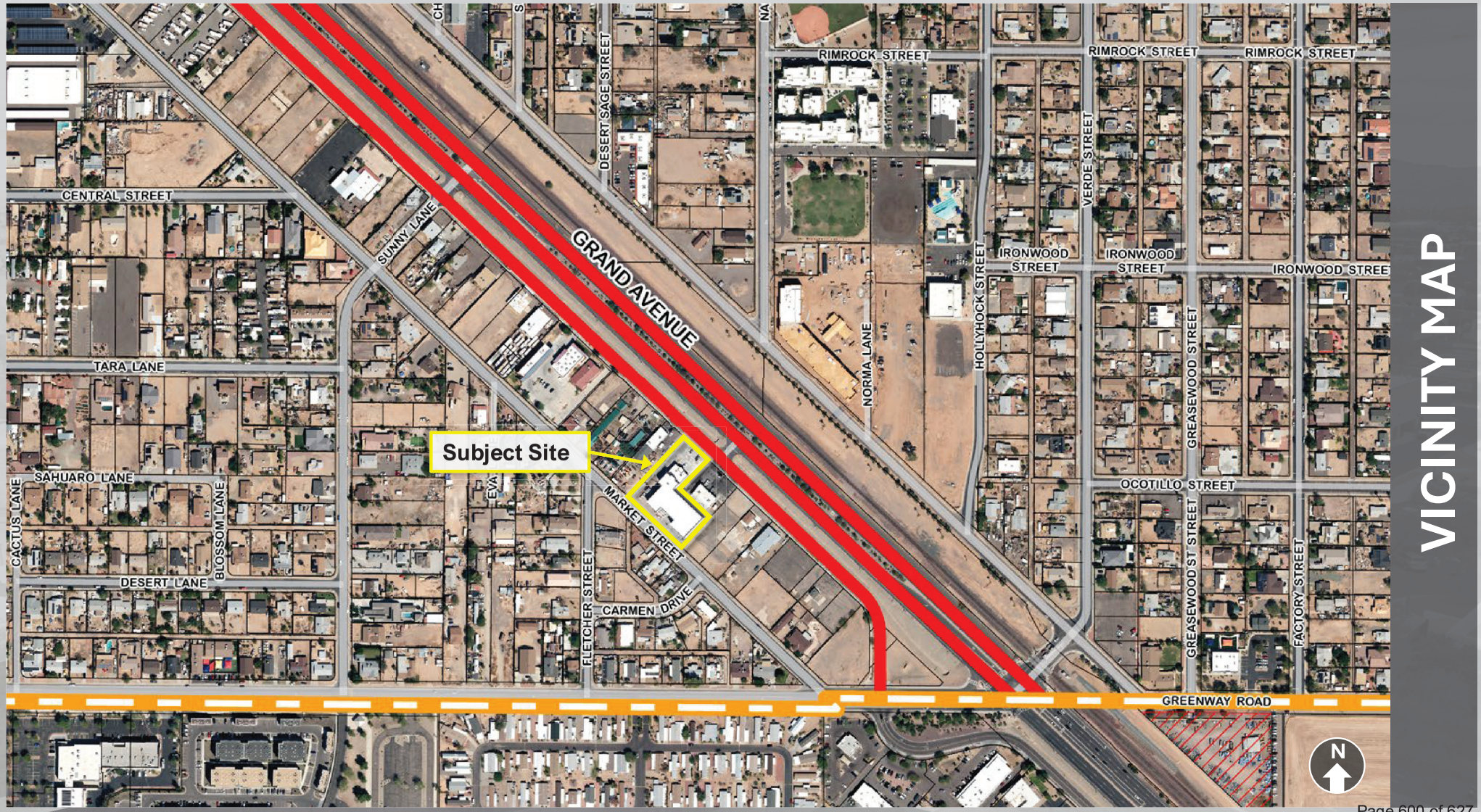
Building Permit & Plan Review Fees	$134.00
Total	$134.00

Aggregate total of all fees requested to be waived: **$22,405.69**

Findings:

- The proposed granting of incentives to Shaughnessy Promenade is consistent with the Surprise General Plan 2040.
- The proposed granting of incentives to Shaughnessy Promenade is consistent with the Surprise Municipal Code Section 111:
    - The property is zoned appropriately as SHD-CO
    - The project is a new qualifying commercial development
    - The applicant has remitted fees for the building permit and building plan review fees associated with this project
- The proposed granting of incentives to Shaughnessy Promenade is consistent with the Specific Plan for the Revitalization of the Original Town Site

Attachments:
01 Vicinity Map
02 Zoning Map
03 Request Letter
04 Resolution
PPT


VICINITY MAP
Subject Site
GRAND AVENUE
CENTRAL STREET
SUNNY LANE
TARA LANE
SAHUARO LANE
DESERT LANE
CACTUS LANE
BLOSSOM LANE
DESERT SAGE STREET
RIMROCK STREET
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VERDE STREET
HOLLYHOCK STREET
IRONWOOD STREET
IRONWOOD STREET
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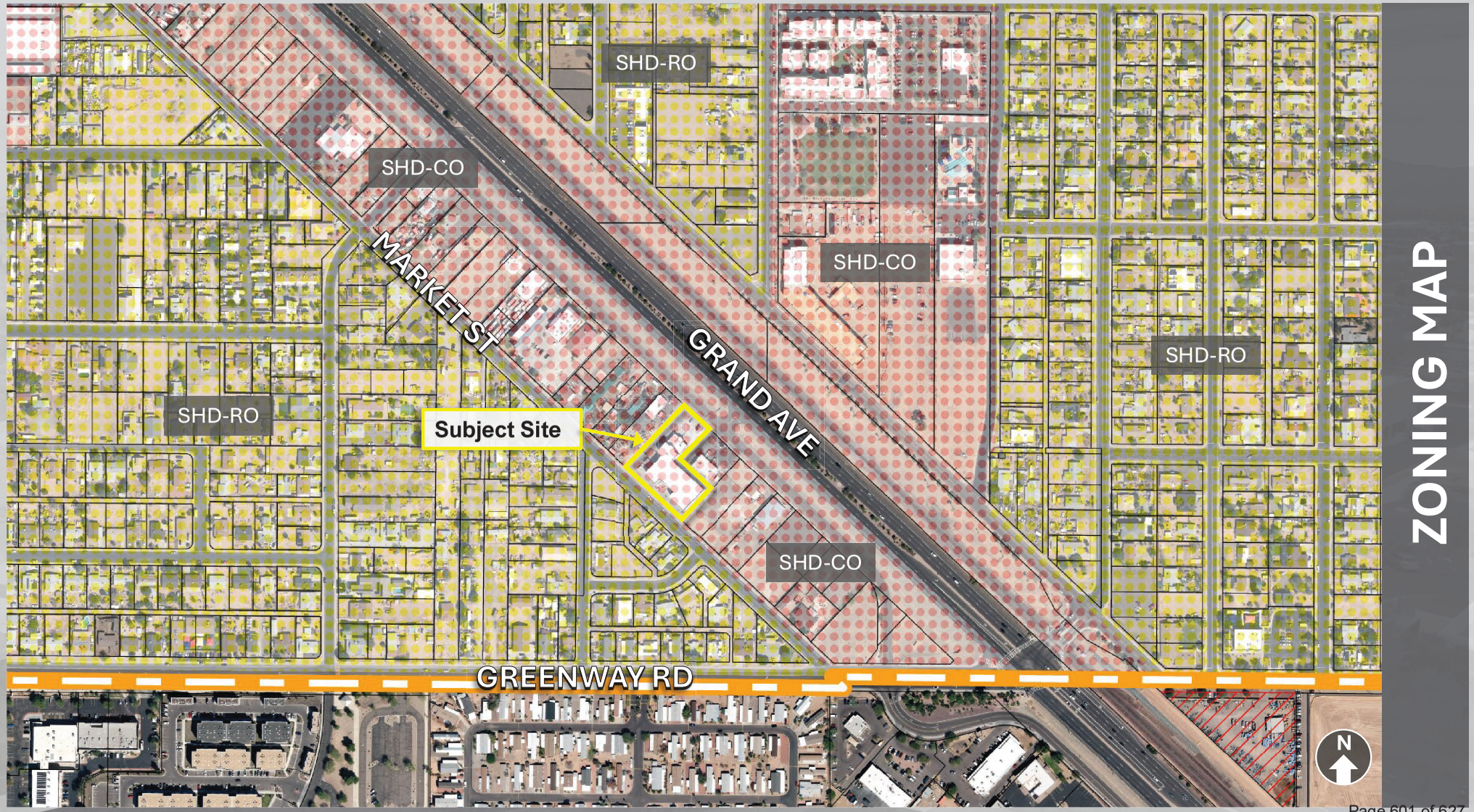
GREASEWOOD STREET
OCOTILLO STREET
GREASEWOOD ST STREET
FACTORY STREET
MARKET STREET
CARMEN DRIVE
FLETCHER STREET
EVA
GREENWAY ROAD
N


SHD-RO
SHD-CO
MARKET ST
GRAND AVE
SHD-CO
SHD-RO
SHD-RO
Subject Site
SHD-CO
GREENWAY RD
N
ZONING MAP

SHAUGHNESSY
CONTRACTING, INC.

April 10, 2026

To whom it may concern,

We are requesting reimbursement of 100% of our building permit, plan review fees and/or city development impact fees because we are a New commercial development zoned as SHD-CO.

Our Building has office suites which is a cost-effective way of bringing multiple businesses to Surprise historical district. At conceptual review the planning and zoning department told us our building fit the requirements to meet the qualifications for reimbursement, so we designed it accordingly.

Our business has cut off a thorough fare for crime at local business and has substantially lowered the crime rate in our neighborhood.

Below is a breakdown of the applicable fees and their respective permit invoices are attached:

- $6,232.51 Permit # 2021005291 (Inv 242-212-21-07763)
- $134.00 Permit # 2021003884 (Inv 242-212-21-08867)
- $15,964.18 Permit # 2021005291 (Inv 242-212-22-02041)
- $75.00 Permit # 2021005291 (Inv 242-212-23-00527)

Total **$22,405.69**

Regards,

Alexis Shaughnessy

12723 W Grand Ave · Surprise, AZ 85374
623.939.1336 Office 623.939.6077 Fax
R.O.C. 095713 · R.O.C. 252467

SURPRISE
ARIZONA

INVOICE

ISSUE DATE: 8/10/2021
NAME: SHAUGHNESSY CONTRACTING INC
ADDRESS: [redacted]
PHONE NUMBER: [redacted]

INVOICE NUMBER: 242-212-21-07763

PERMIT NUMBER: 2021005291
PROGRAM CODE:

FEE	AMOUNT
EG0023 - ADMIN	$850.51
EG0101 - PLAN REVIEW	$5,382.00
TOTAL	**$6,232.51**

DATE PAID: **PAYMENT METHOD:** **CHECK NUMBER:** **RECEIPT:**

SURPRISE
ARIZONA

INVOICE

ISSUE DATE: 9/16/2021
NAME: SHAUGHNESSY CONTRACTING INC
ADDRESS: [redacted]
PHONE NUMBER: [redacted]

INVOICE NUMBER: 242-212-21-08867

PERMIT NUMBER: 2021003884
PROGRAM CODE:

FEE	AMOUNT
EG0014 - PERMIT	$124.00
EG0239 - ZONING	$10.00
TOTAL	**$134.00**

SURPRISE
ARIZONA

INVOICE

ISSUE DATE: 3/1/2022
NAME: SHAUGHNESSY CONTRACTING INC
ADDRESS: [redacted]
PHONE NUMBER: [redacted]

INVOICE NUMBER: 242-212-22-02041

PERMIT NUMBER: 2021005291
PROGRAM CODE: 2999

FEE	AMOUNT
EG0014 - PERMIT	$8,125.61
EG0069 - GEN GOV	$483.53
EG0090 - LANDSCAPE PERMIT	$232.00
EG0091 - LANDSCAPE PLAN REVIEW	$232.00
EG0101 - PLAN REVIEW	$232.50
EG0239 - ZONING	$10.00
EG0314 - FIRE/EMS	$1,640.56
EG0313 - PARK/REC	$552.61
EG0315 - POLICE	$794.37
EG0320 - WASTEWATER	$3,661.00
TOTAL	**$15,964.18**

SURPRISE
ARIZONA

INVOICE

ISSUE DATE: 1/20/2023
NAME: SHAUGHNESSY CONTRACTING INC
ADDRESS: [redacted]
PHONE NUMBER: [redacted]

INVOICE NUMBER: 242-212-23-00527

PERMIT NUMBER: 2021005291
PROGRAM CODE:

FEE	AMOUNT
EG0101 - PLAN REVIEW	$75.00
TOTAL	**$75.00**

DATE PAID: **PAYMENT METHOD:** **CHECK NUMBER:** **RECEIPT:**

RESOLUTION # 2026-114

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN ORIGINAL TOWNSITE INCENTIVE APPLICATION TO PAY FOR BUILDING PERMIT FEES, BUILDING PLAN REVIEW FEES, AND CITY DEVELOPMENT IMPACT FEES IN THE AMOUNT OF $22,405.69 FOR A DEVELOPMENT KNOWN AS SHAUGHNESSY PROMENADE, GENERALLY LOCATED AT THE NORTHWEST CORNER OF GRAND AVENUE AND GREENWAY ROAD.

WHEREAS, Surprise Municipal Code ("S.M.C.") Chapter 111, Article I, Section 111-1.2 establishes an infill incentive district called the original townsite infill incentive district;

WHEREAS, S.M.C. § 111-1.3.B states new or expanding qualifying commercial developments within the original townsite infill district and zoned SHD-RO or SHD-CO may receive a one hundred (100) percent waiver of building permit, building plan review fees, and/or City development impact fees;

WHEREAS, Shaughnessy Contracting Inc., constructed a qualifying commercial development consisting of a new office and storage building on the property located at 12723 W. Grand Ave., Surprise, AZ 85374 (the "Property");

WHEREAS, the Property is located within the original townsite infill incentive district and zoned SHD-CO and is therefore eligible to apply for the incentives outlined in S.M.C. Chapter 111, Article I; and

WHEREAS, Shaughnessy Contracting Inc., submitted to the City an original townsite incentive application requesting waiver of building permit fees, building plan review fees, and city development impact fees, in the amount of $22,405.69, paid in association with the qualifying commercial development on the Property.

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

Section 1. Shaughnessy Contracting Inc.'s Original Townsite Incentive application, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The Mayor is hereby directed to execute the Original Townsite Incentive application on behalf of the City and any other documents necessary to effectuate the intent of this Resolution.

[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

SHAUGHNESSY
CONTRACTING, INC.

April 10, 2026

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Below is a breakdown of the applicable fees and their respective permit invoices are attached:

- $6,232.51 Permit # 2021005291 (Inv 242-212-21-07763)
- $134.00 Permit # 2021003884 (Inv 242-212-21-08867)
- $15,964.18 Permit # 2021005291 (Inv 242-212-22-02041)
- $75.00 Permit # 2021005291 (Inv 242-212-23-00527)

Total **$22,405.69**

Regards,

Alexis Shaughnessy

12723 W Grand Ave · Surprise, AZ 85374
623.939.1336 Office 623.939.6077 Fax
R.O.C. 095713 · R.O.C. 252467

SURPRISE
ARIZONA

INVOICE

ISSUE DATE: 8/10/2021
NAME: SHAUGHNESSY CONTRACTING INC
ADDRESS: [redacted]
PHONE NUMBER: [redacted]

INVOICE NUMBER: 242-212-21-07763

PERMIT NUMBER: 2021005291
PROGRAM CODE:

FEE	AMOUNT
EG0023 - ADMIN	$850.51
EG0101 - PLAN REVIEW	$5,382.00
TOTAL	**$6,232.51**

DATE PAID: **PAYMENT METHOD:** **CHECK NUMBER:** **RECEIPT:**

SURPRISE
ARIZONA

INVOICE

ISSUE DATE: 9/16/2021
NAME: SHAUGHNESSY CONTRACTING INC
ADDRESS: [redacted]
PHONE NUMBER: [redacted]

INVOICE NUMBER: 242-212-21-08867

PERMIT NUMBER: 2021003884
PROGRAM CODE:

FEE	AMOUNT
EG0014 - PERMIT	$124.00
EG0239 - ZONING	$10.00
TOTAL	**$134.00**

SURPRISE
ARIZONA

INVOICE

ISSUE DATE: 3/1/2022
NAME: SHAUGHNESSY CONTRACTING INC
ADDRESS: [redacted]
PHONE NUMBER: [redacted]

INVOICE NUMBER: 242-212-22-02041

PERMIT NUMBER: 2021005291
PROGRAM CODE: 2999

FEE	AMOUNT
EG0014 - PERMIT	$8,125.61
EG0069 - GEN GOV	$483.53
EG0090 - LANDSCAPE PERMIT	$232.00
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EG0313 - PARK/REC	$552.61
EG0315 - POLICE	$794.37
EG0320 - WASTEWATER	$3,661.00
TOTAL	**$15,964.18**

SURPRISE
ARIZONA

INVOICE

ISSUE DATE: 1/20/2023
NAME: SHAUGHNESSY CONTRACTING INC
ADDRESS: [redacted]
PHONE NUMBER: [redacted]

INVOICE NUMBER: 242-212-23-00527

PERMIT NUMBER: 2021005291
PROGRAM CODE:

FEE	AMOUNT
EG0101 - PLAN REVIEW	$75.00
TOTAL	**$75.00**

DATE PAID: **PAYMENT METHOD:** **CHECK NUMBER:** **RECEIPT:**

FS26-0459

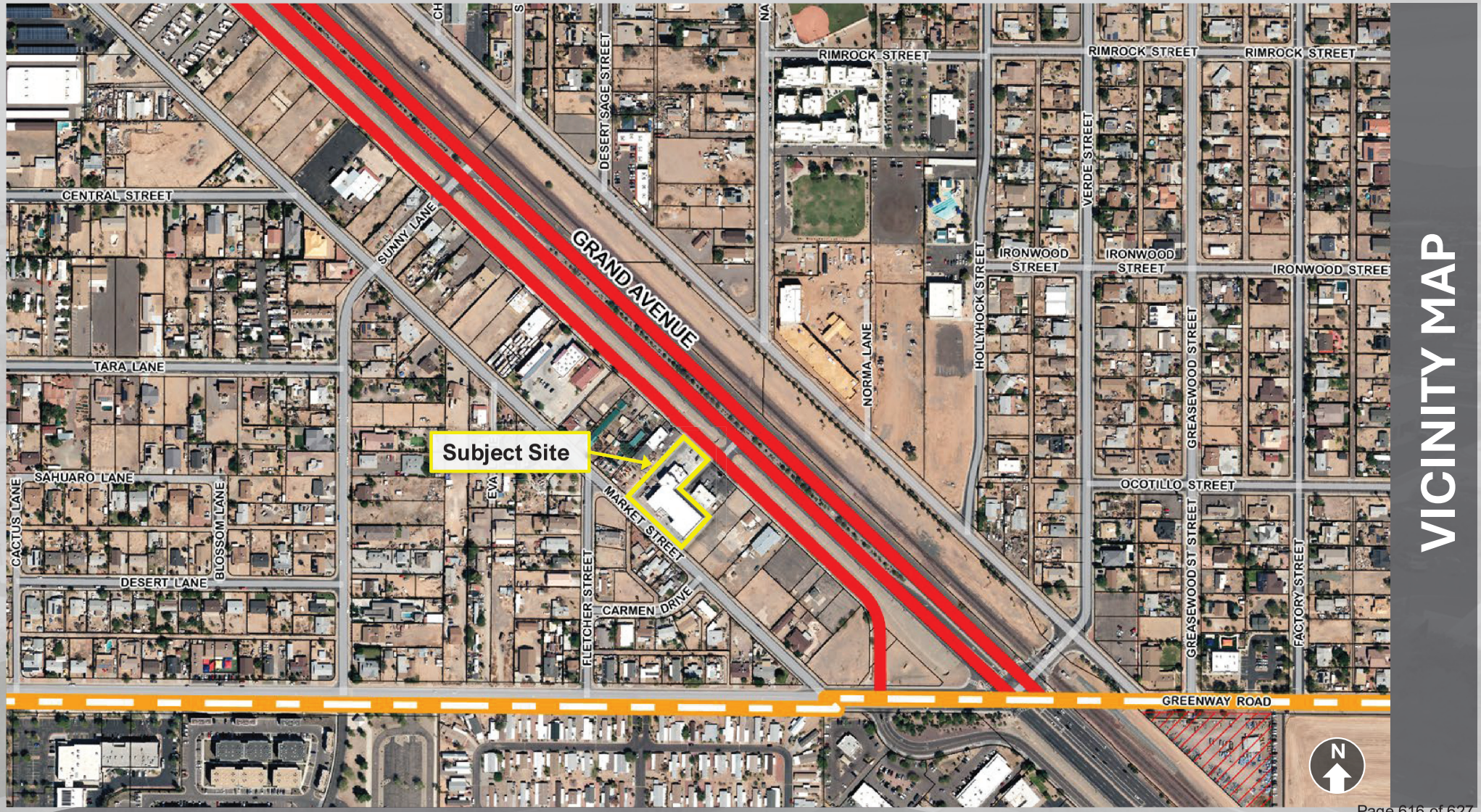
Shaughnessy Promenade

ORIGINAL TOWNSITE INCENTIVE

City Council

August 4, 2026

SURPRISE
ARIZONA


VICINITY MAP
Subject Site
GRAND AVENUE
CENTRAL STREET
SUNNY LANE
TARA LANE
SAHUARO LANE
CACTUS LANE
BLOSSOM LANE
DESERT LANE
DESERT SAGE STREET
RIMROCK STREET
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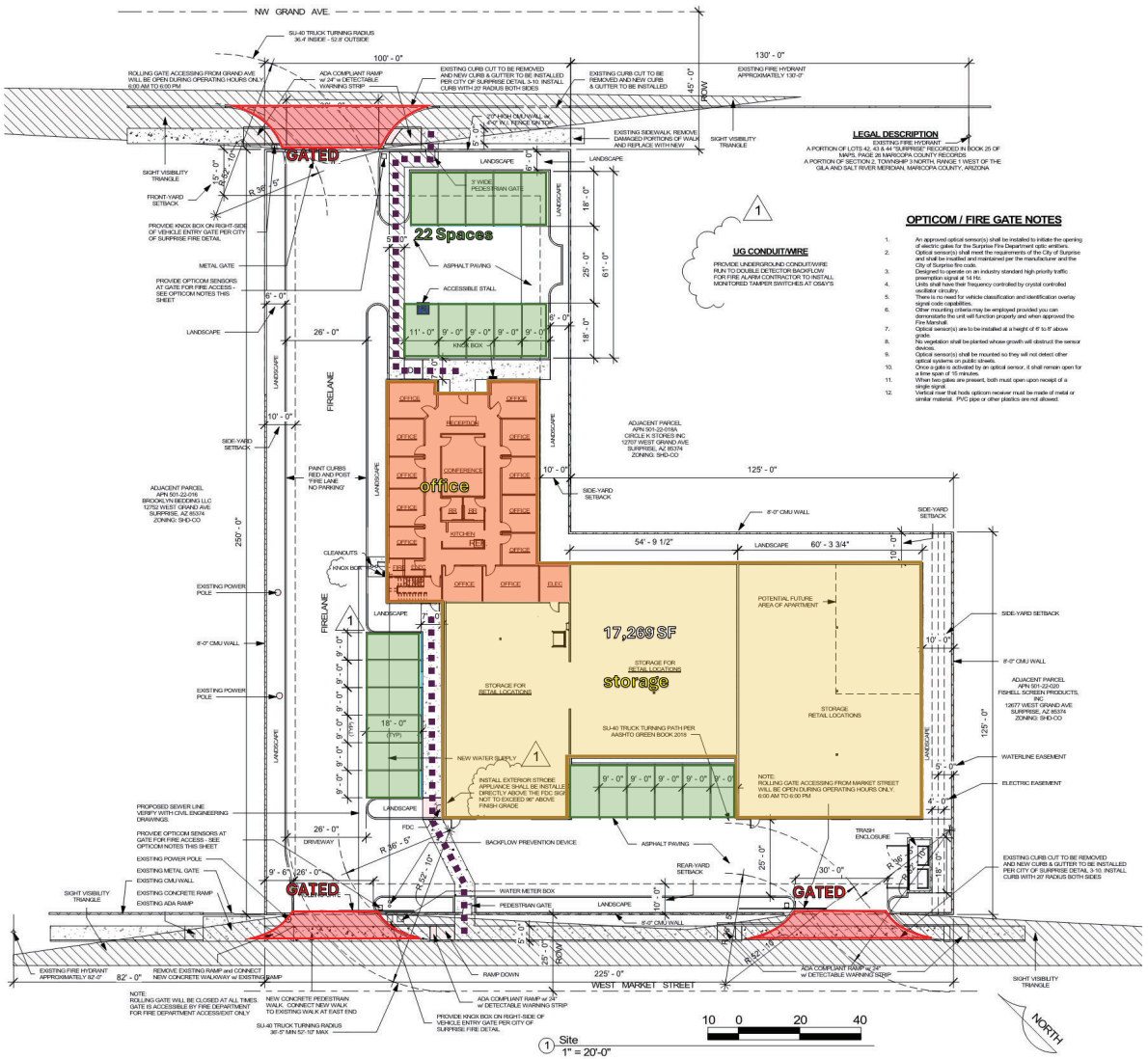
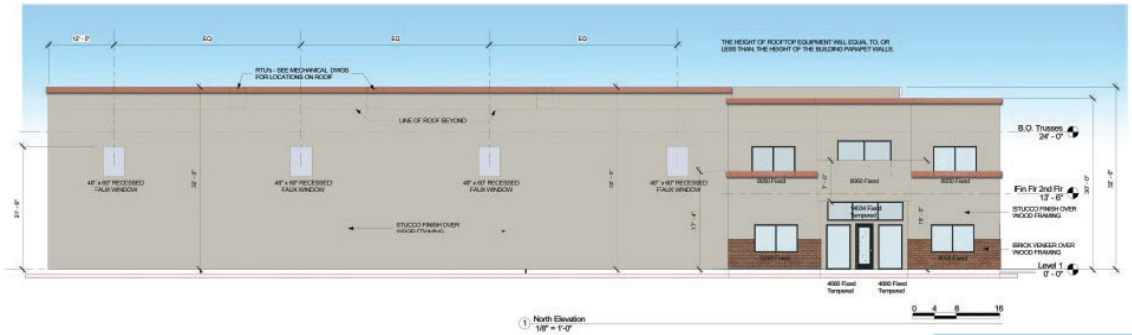
RIMROCK STREET
VERDE STREET
HOLLYHOCK STREET
IRONWOOD STREET
IRONWOOD STREET
IRONWOOD STREE
NORMA LANE
GREASEWOOD STREET
OCOTILLO STREET
GREASEWOOD ST STREET
FACTORY STREET
MARKET STREET
CARMEN DRIVE
FLETCHER STREET
EVA
GREENWAY ROAD
N

VICINITY MAP

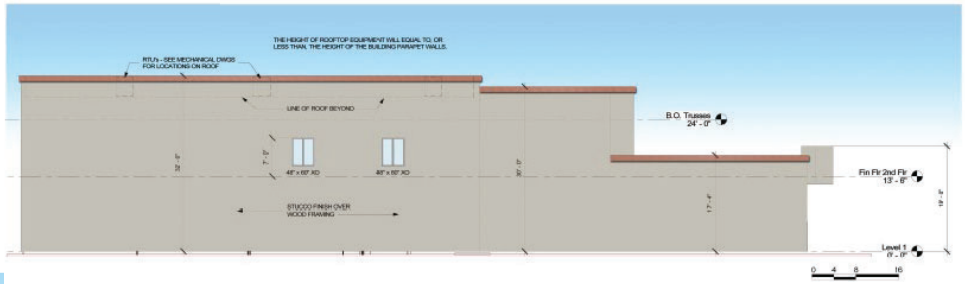
SHD-RO
SHD-CO
MARKET ST
GRAND AVE
SHD-CO
SHD-RO
SHD-RO
Subject Site
SHD-CO
GREENWAY RD
N
ZONING MAP


NW GRAND AVE.
GATED
22 Spaces
office
17,269 SF
storage
FIRELANE
WEST MARKET STREET
LEGAL DESCRIPTION
OPTICOM / FIRE GATE NOTES
UG CONDUIT/WIRE
NORTH
Site
1" = 20'-0"

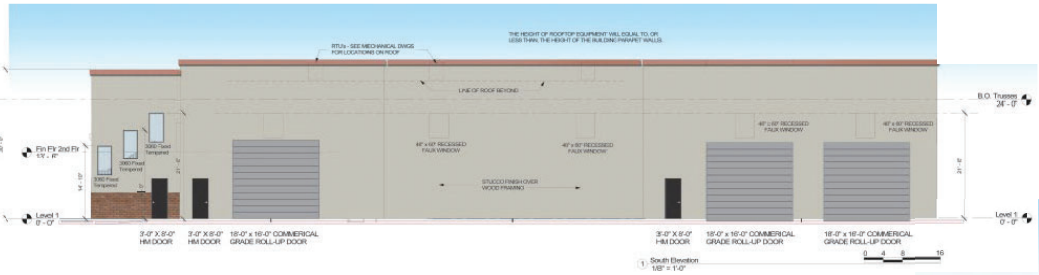
SITE PLAN



1 North Elevation
1/8" = 1'-0"



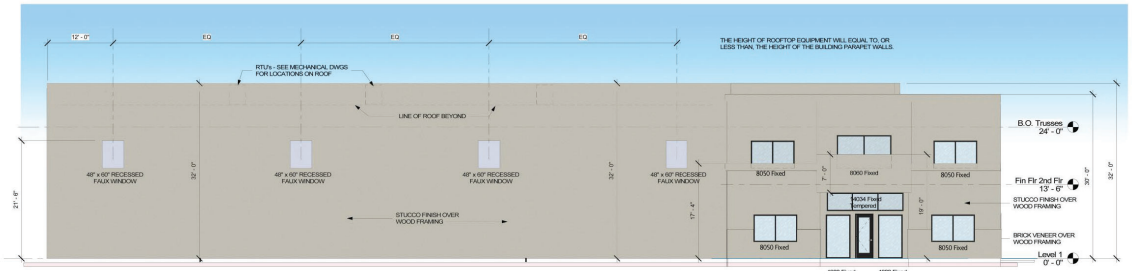
2 East Elevation
1/8" = 1'-0"



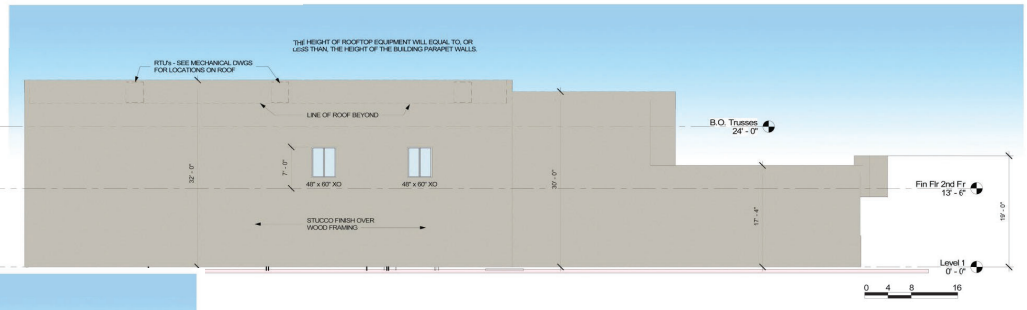
1 South Elevation
1/8" = 1'-0"

2 West Elevation
1/8" = 1'-0"

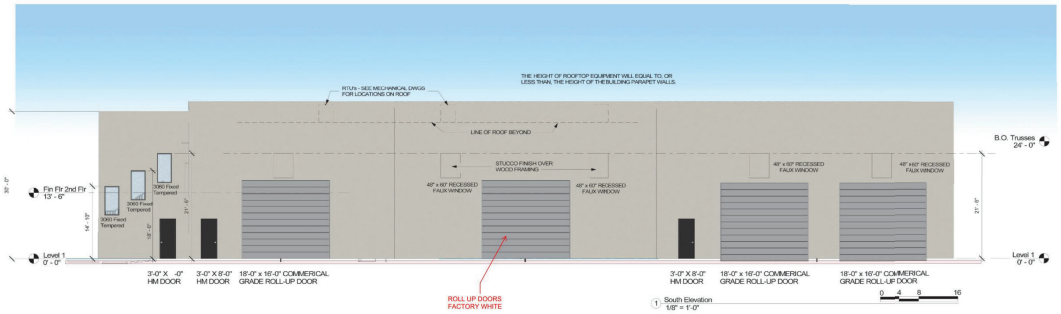
ORIGINAL ELEVATIONS



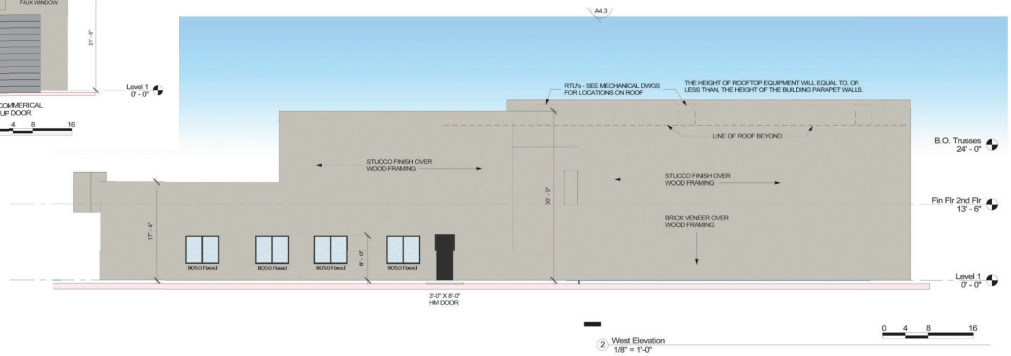
1 North Elevation
1/8" = 1'-0"



2 East Elevation
1/8" = 1'-0"



1 South Elevation
1/8" = 1'-0"



2 West Elevation
1/8" = 1'-0"

REVISED ELEVATIONS

BUILDING PHOTOS

INCENTIVE REQUEST

Primary Building Permit (2021005291)	
Building Permit & Plan Review Fees	$15,139.62
Impact Fees	$7,132.07
Total	$22,271.69

Temporary Construction Trailer Permit (2021003884)	
Building Permit & Plan Review Fees	$134.00

Aggregate Total	$22,405.69

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026

Contact Person: Jeffrey Murray, DEPUTY CITY ATTORNEY

Submitting Department: Legal

District: Citywide

Staff Recommendations:

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

Agenda Wording:

Consideration and action to approve the City's expenditure of funds to appeal the matter of City of Surprise v. The Industrial Commission of Arizona and Margaret Perez, ICA Claim No. 20211110244, including approving the Notice of Appeal filed on July 21, 2026, by Stephen Baker, on behalf of the City of Surprise, in the Arizona Court of Appeals, case No. 1 CA-IC 26-0032.

Motion:

I move to approve the City's expenditure of funds to appeal the matter of City of Surprise v. The ICA and Margaret Perez, to the Arizona Court of Appeals, including approving the Notice of Appeal filed on July 21, 2026, by Stephen Baker, on behalf of the City of Surprise, in the Arizona Court of Appeals, case No. 1 CA-IC 26-0032.

Background:

In or about July, 2018, former employee Margaret Perez alleged she sustained a knee injury stepping out of a City of Surprise work truck. During her physical therapy, she alleges that she sustained a back injury. Ultimately, her back injury required surgery.

Following surgery, Ms. Perez felt like she could not return to work. The City attempted to engage Ms. Perez in the ADA accommodation process, but in 2021, the applicant declined to participate in the ADA accommodation process and instead, retired. Ms. Perez filed a claim for worker's compensation, ultimately leading to a hearing before an Administrative Law Judge (ALJ). During the hearing, Ms. Perez presented testimony of her treating physician and her physical therapist, both of whom testified that she was permanently disabled, and could not return to full-time employment. The City presented testimony of a doctor who conducted an independent medical exam (IME) of Ms. Perez, and found that Ms. Perez was not permanently disabled, and could return to full-time employment based on her successful back surgery.

The court heard from two labor market analysts on behalf of Ms. Perez who testified that given Ms. Perez's physical limitations, Ms. Perez suffered a permanent loss of earning capacity (LEC) ranging from approximately $634/month to $883/month. The court also heard from the City's labor market analyst, who testified that Ms. Perez did not suffer any loss of earning capacity as she could have

continued working despite her work restrictions. The Judge ordered a monthly payment of $835.00.

The ALJ affirmed their decision on June 30, 2026. Mr. Baker recommended the City file a Notice of Appeal of this matter. The Notice of Appeal was required to be filed within 30 days of the ALJ's decision in the Arizona Court of Appeals. The appeal was filed on July 21, 2026.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 4, 2026
Submitting Department: Legal
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:
Consideration and action to recess into executive session pursuant to A.R.S. Sec. 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice regarding the filing of an appeal to the Arizona Court of Appeals in the matter of Margaret Perez v. City of Surprise, Industrial Commission of Arizona (ICA) Claim No. 20211110244, Administrative Law Judge (ALJ) Case No. ALJ0029239.

Motion:
I move to recess into executive session pursuant to A.R.S. Sec. 38-431.03(A)(3)(4) for the purpose of discussion or consultation for legal advice regarding the filing of an appeal to the Arizona Court of Appeals in the matter of Margaret Perez v. City of Surprise, Industrial Commission of Arizona (ICA) Claim No. 20211110244.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS: