



CITY OF SURPRISE
Arts and Cultural Advisory Commission Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Monday, February 3, 2020 @ 6:00 PM
COMMUNITY ROOM

- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Current Events and Reports
- E. Staff Reports
- F. Arts and Cultural Advisory Commission Agenda

CALL TO THE PUBLIC:

INSTRUCTIONS: In order to address the Board\Commission, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the Secretary before the meeting begins.

Note: A.R.S. 38-431.01(H) - During this time members of the public may address the Board\Commission only on issues within the jurisdiction of the Board\Commission which are not an item on the agenda. At the conclusion of the open call, the Board\Commission may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda. No discussion or action shall take place on any item raised.

CONSENT AGENDA:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|----|----------|--|--|
| 1. | Citywide | Consideration and action pertaining to the minutes of the January 6, 2020 Arts & Cultural Advisory Commission meeting. | Danielle Osborne
City Manager
Office |
| 2. | Internal | Discussion pertaining to a facility use agreement with the West Valley Arts Council. | Margaret Lieu -
Chair
City Manager
Office |
| 3. | Internal | Discussion pertaining to a centerpiece for the Development Center Bench. | Margaret Lieu -
Chair
City Manager
Office |
| 4. | Citywide | Discussion pertaining to a sports-themed exhibition. | Margaret Lieu -
Chair
City Manager
Office |
| 5. | Internal | Discussion pertaining to ongoing safety and maintenance issues for the "Top Knot" sculpture. | Margaret Lieu -
Chair
City Manager
Office |

- | | | | |
|----|----------|---|--|
| 6. | Internal | Discussion and action pertaining to the procurement and changes to Public Art Maps. | Margaret Lieu -
Chair
City Manager
Office |
| 7. | Internal | Discussion and action pertaining to the printing and purchase of flyers for the AZ Humanities Speaker Series. | Margaret Lieu -
Chair
City Manager
Office |
| 8. | Internal | Discussion and action pertaining to the purchase and printing of flyers for the Women's Heritage Trail event. | Margaret Lieu -
Chair
City Manager
Office |
| 9. | Internal | Discussion pertaining to use of the Mobile Museum at special events. | Margaret Lieu -
Chair
City Manager
Office |

G. Other Business and Future Agenda Items

H. Executive Session

For information purposes: Upon a public majority vote of a quorum ("Commission"), the Commission may hold an executive session, which will not be open to the public, but for only the following purposes: discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03(A)(2));

or discussion or consultation for legal advice with the attorney or attorneys of the public body (A.R.S. §38-431.03(A)(3)).

Confidentiality Requirements: Pursuant to A.R.S. §38-431.03(C)(D), any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney or by agreement of the Commission, or as otherwise ordered by a court of competent jurisdiction.

The Commission may vote to hold an executive session for the purpose of obtaining legal advice from the Commission's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

I. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Posted on Friday, January 31, 2020 @ 4:20 p.m.

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Arts and Cultural Advisory Commission Meeting

Council Meeting Date: February 3, 2020

Contact Person: Danielle Osborne, MGMT
ANALYST

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations:

Consent: No

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the minutes of the January 6, 2020 Arts & Cultural Advisory Commission meeting.

Motion:

I move to approve the minutes of the January 6, 2020 Arts & Cultural Advisory Commission meeting.

Background:

N/A

Objective Analysis:

N/A

Policy Compliant:

N/A

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. 20200106 SACAC Meeting Minutes - Draft
-

CITY OF SURPRISE
ARTS AND CULTURAL ADVISORY COMMISSION

Meeting Minutes – Draft

January 6, 2020 / 6:00 PM

COMMUNITY ROOM
16000 NORTH CIVIC CENTER PLAZA
SURPRISE, ARIZONA 85374

CALL TO ORDER:

Meeting began at 6:04 p.m.

A. Roll Call

Chair Margaret Lieu, Vice-Chair Deborah Welch, Commission members, Susan deJong, Kathie Morgan, Jack Hastings, Rhiannon Miett, Crystal Miller.

Staff: Paul Bernardo, Community Partnerships Manager, Danielle Osborne, Management Analyst.

B. Pledge of Allegiance

C. Current Events Reports

Chair Lieu welcomed everyone to 2020. Hoped everyone had a great holiday. Shared that there are two Surprise poets who participate in Poetry Slam regularly and will be representing Surprise at the All-Arizona Slam championships. Chair Lieu also shared that she recently visited Beaumont, TX which has a fire station museum. They have the world's largest working fire hydrant, created by Disney. She encouraged everyone to look at programs and how best to change, add, or remove them to be more successful. She felt that a full conversation can't be had about these events unless everyone has attended them at least once.

Ms. Miller entertained family for the holidays and saw "A Christmas Carol."

Vice-Chair Welch had a meeting with a collaboration of Surprise and the library who are doing a Women's Suffrage Centennial exhibit. She said that she will discuss in detail later in the meeting. Chair Lieu thanked Vice-Chair Welch for taking the lead on attending the meeting.

Mr. Hastings visited the Estrella Star Tower in Goodyear. It also contains history about the area. He said that it is a nice, quiet area located where Loop 303 and I-10 meet.

Ms. Morgan saw "A Christmas Carol" and met with Ms. deJong regarding the policies and procedures.

Ms. deJong went to Theater Works for "Amadeus," and attended the Lunchtime Theater ProMusica performance, where Mayor Hall sang with the group. She shared the latest issue of the Progress magazine and the arts spread within. The arts in Surprise also received a full page ad in the West Valley Symphony playbill. Ms. deJong passed around the Vision &

Sound opening ceremony invitation and encouraged everyone to spread the word. She added that AZ Humanities will be conducting a program on January 16th at 6pm as part of Martin Luther King, Jr. Day celebrations. Finally, she shared that the Joe Tyler tour is at capacity and now has a waiting list.

D. **Staff Reports**

Ms. Osborne wished everyone a happy New Year and reported on the following items:

- FY21 budget packages submitted; internal discussions taking place at this time.
- Reached out to Connie Whitlock about re-installing the “Give Your Community a Hand” mural; she’s got many commitments over the next couple of months but said she would send a quote over within the next few weeks. As of today, Ms. Osborne has not received anything, so she will follow up within next week.
- Development Center Bench – reached out to E² to see if they do acrylic fabrication; it turns out that they do, although the examples they sent were not pieces done exclusively in acrylic. The examples were the same pieces done through the Gallery 37 program and now housed along downtown Tolleson.

Ms. deJong asked whether another Call to Artists could be placed for the bench. Ms. Osborne said that this topic could be discussed at length in an agenda item. Chair Lieu asked if we received approval to install the mural at Dreamcatcher. Mr. Bernardo said that staff is reviewing the area to ensure that the same sprinkler issue does not arise as last time.

CALL TO THE PUBLIC:

Andy Cepon – commented on the trip to Texas. He said that when he goes on vacations, it’s amazing how sensitive he gets to the art all around. All of the miles he traveled, no matter the size of the city, there was art everywhere. One city had the largest roadrunner in the world made out of recycled materials. He was amazed by the creativity. The fire hydrant in Texas in particular was a centerpiece. Across the street, there was a two story brick station converted to a fire museum, and also served as a memorial park and tribute to firefighters. It was a beautiful mix of whimsy and honoring the firefighters.

REGULAR AGENDA ITEMS – NON PUBLIC HEARING

Item 1 – Consideration and action approving the November 19, 2019 Arts and Cultural Advisory Commission special meeting minutes.

Ms. deJong moved to approve the minutes of the November 19, 2019 Arts & Cultural Advisory Commission meeting. Ms. Miller 2nd. 7 Yes votes. Motion carried.

Item 2 – Consideration and action approving the December 2, 2019 Arts and Cultural Advisory Commission regular meeting minutes.

Mr. Hastings moved to approve the minutes of the December 2, 2019 Arts & Cultural Advisory Commission meeting. Ms. Mielt 2nd. 7 Yes votes. Motion carried.

Item 3 – Presentation and discussion pertaining to the Fiscal Year 2020 budget of the Arts and Cultural Advisory Commission.

Chair Lieu introduced the item. Ms. Osborne said that she listed every potential project, but if she missed any, to let her know.

Chair Lieu asked Ms. Morgan if she had enough AZ Humanities flyers to last the remainder of the year. Ms. Morgan would like to order more, especially for the next few events. Chair Lieu asked whether the calendar of events is also handed out, which they are. Ms. Osborne reminded the commission that a motion cannot be made on procuring additional flyers tonight, so it can be revisited at the next meeting and still have enough in time to promote the February 25th event. Ms. Morgan said that if we get into a bind, we can make color copies of the flyer.

Chair Lieu revisited the idea of purchasing shirts with commissioner names or the commission name printed, which could be worn to events. Since the commission does not have business cards, this would be a good way to identify the commissioners when they are working or soliciting for partnerships with outside companies or agencies. Mr. Hastings said that it was pretty split the last time, and that the commission would have to decide on a unified front whether to wear them or not. Ms. deJong said that they still have the name badges, but Ms. Miller said that not everyone has one, especially the new commissioners. Chair Lieu asked whether a majority of the commission would want the shirt, because if they did not, the conversation would stop. Ms. Miett suggested that the shirts be artistic and less formal looking. Ideas were discussed regarding the style of the shirt, including long sleeves, lightweight shirts, etc. Chair Lieu asked that Ms. Osborne research what is possible for the shirts, as well as costs.

Chair Lieu asked that the commissioners review the budget and begin brainstorming projects in case any current projects fall through. Ms. Osborne said that this item was placed first because the rest of the agenda concerns action items that will begin to consume the remainder of the budget, and to keep this in mind prior to proposing new projects or approving funds related to those that are ongoing.

Item 4 – Discussion and action pertaining to a recommendation of a final design of the Surprise Historical Timeline wall.

Ms. Osborne overviewed the latest draft of the Historical Timeline. She explained that the base of the design is a vinyl wrap, which will progress in color as it progresses in years. This will help to better utilize the space. Over the vinyl wrap will be hard plastic panels used for descriptive language, images printed on acrylic, and historical artifacts housed in Plexiglas cases. These elements will provide a multi-dimensional feel for the overall display.

Multiple commissioners chimed in stating that they loved the design. Ms. Miller asked some questions related to how the acrylic would be adhered to the wall. Chair Lieu asked whether the curator was involved in the design. Ms. Osborne said that while staff has been in consult with the curator, his preference was that the graphic artist flesh out the design, and then he review it as a whole. Chair Lieu asked where the stained glass and the acrylic would be included, to which Ms. Osborne shared some additional renderings and explained that the design included in the packet is only one part of the entire display. Four total panels are expected and will include existing artifacts, which will all be protected by Plexiglas cases. The acrylic panels that were purchased a few years back may not work well with the design,

however they may be utilized in white space throughout the atrium. Chair Lieu asked what the timeline would be moving forward. Ms. Osborne requested approval for the concept so that the remainder of the design could be finished and brought to the Council at the first meeting in February. Ms. Morgan verified that the display would need to be installed on time for the State of the City event. Ms. Osborne explained that time for printing, procurement, and installation is needed, which is why she is seeking immediate approval. Her intent was for the commission to view the design concept and sign off on it to move forward based on previously viewed content. Ms. Mielt opined that the design exceeded the commission's expectations. Chair Lieu felt that the collaboration between the graphic artist and the curator could be trusted to finish the project well.

Mr. Hastings asked whether there was a cost on the project. Ms. Osborne explained that she placed a high estimate on the agenda because she was still in the process of receiving quotes from vendors. She went on to lay out various costs and estimates, which she had been struggling to get from vendors due to the holidays. Ms. deJong noted the cost of the Plexiglas cases. Ms. Mielt felt that there should be no expenses spared for this project. Ms. Morgan suggested a high approval amount so that staff would have room to work with. Ms. Osborne said that while her estimates are high, she plans to utilize the best quality vendors at the best price points. Chair Lieu asked that staff spend from the general fund budget prior to utilizing the municipal art fund, which is what Ms. Osborne intended to do.

Ms. Miller moved to recommend a final design of the Surprise Historical Timeline wall to the City Council for final approval at a cost not to exceed \$40,000 utilizing existing funds first. Ms. deJong 2nd. 7 Yes votes. Motion carried.

Item 5 – Discussion and action pertaining to the commissioning of a public art mural in Surprise.

Ms. Osborne shared that she spoke with BacPac, who is very eager to work with the city on a mural for the Aquatic Center. She was planning to make a site visit to assess the area and determine her fees. She is requesting a design sketch fee of \$150 per 3-5 sketches. Ms. Osborne set the amount at \$300.00 in case all designs are rejected and she has to start over. Ms. Osborne advised that per her conversations with the artist, the mural cost may get into the five-figure range, but it would be dependent on the level of equipment she needs.

Mr. Bernardo stated that the Aquatic Center has been approved for final placement of the mural, and that a public outreach strategy will need to be developed. Ms. Osborne said that BacPac was willing to participate in any public outreach related to this project. Mr. Bernardo described some ways in which the outreach could be conducted. Mr. Hastings asked whether the public would be allowed to talk and interact with the artist while she is working, to which Ms. Osborne responded that she encourages it.

Ms. Mielt moved to approve expenditures toward design concept fees at a cost not to exceed \$300.00. Mr. Hastings 2nd. 7 Yes votes. Motion carried.

Item 6 – Discussion and action pertaining to maintenance on “The Learning Tree.”

Ms. Osborne provided an overview of the quote for improvements to “The Learning Tree” landscaping. She explained that maintenance staff sought a quote from a different vendor utilized by the city, and were able to obtain a cost estimate at half the price of the previous quote. She also explained that after inquiring with staff about the disparity in amounts, it was

explained to her that sometimes when a vendor has a high workload, they prefer to offer an inflated quote rather than outright decline the work. Ms. deJong and Ms. Miller asked why plants were going to be installed. Ms. Osborne responded that it would be utilized to beautify the area, but rather than sprinklers, a drip system would be installed. She added that since Parks & Recreation was paying half the costs, she had no issue with them having input on the landscaping. Chair Lieu agreed, stating that she had forgotten they were going to absorb half the costs. Discussion pursued regarding the specific plants being used for the landscaping.

Mr. Hastings moved to approve maintenance of “The Learning Tree” at a cost not to exceed \$2,500.00. Ms. Miett 2nd. 7 Yes votes. Motion carried.

Item 7 – Discussion and action pertaining to the maintenance efforts on the “Reflections of Surprise” mural at the Northwest Regional Library.

Ms. Osborne explained that this item was regarding repairs to the mural on the library building. She further explained that she conducted much outreach, but exhausted her options and was able to receive quotes from two artists, based on referrals from trusted arts partners. The first artist – Ruben Hernandez – specializes in aerosol work, while the second artist – Ignacio Garcia – uses paintbrushes as his medium. Mr. Hernandez quoted higher than Mr. Garcia.

Mr. Hastings asked whether we had to pay the first artist who attempted to restore the mural last year. Ms. Osborne added that through this process she found that there is no average price for this type of work and that the market varies depending on the artist. She also found that it is extremely difficult to find artists willing to restore other artists’ works.

Ms. deJong discussed the Mr. Garcia’s proposal and said that he had beautiful works. Ms. Osborne explained how she was able to connect with him. She also elaborated on his quote and some areas where he would help to cut costs for the city. Chair Lieu pointed out that with all things considered, the fees for both artists were very similar. Mr. Hastings added that Mr. Hernandez included repairs to holes in the wall as part of his proposal. He asked whether Mr. Garcia would perform the same repairs. Ms. Osborne explained that he lives in Tucson and was unable to see the work up close.

Chair Lieu shared her opinion that while Mr. Hernandez is proposing a higher fee, he has the experience needed to achieve the restoration. Ms. Miett liked that he was backed by a non-profit organization that could be held accountable more easily than an individual artist. Ms. Osborne pointed out that Mr. Garcia addressed the fact that his medium does not match the original style, but that he was confident he could achieve the same look. Chair Lieu felt that he still would not be able to obtain the gradient look that the original paint had. Mr. Hastings felt that it would be best to use the artist better suited for the job. Chair Lieu added that an artist has been sought for a long time, so it would be worth the expense. Discussion pursued regarding the best way to cut costs based on the two proposals. Ms. Morgan asked that staff work with the artist to see if there are any ways to reduce the price.

Chair Lieu asked that the commission look at the proposals and make their decision based on who would be better suited for the job, rather than whose artworks are more preferable to the commission. Chair Lieu asked whether a vote was needed prior to negotiations with the artist. Ms. Osborne said she would prefer to know definitively which artist was preferred. Ms.

Miett felt it would be better to jump at opportunities like this rather than leave money on the table each year.

Mr. Bernardo clarified that any costs related to this item and where to source the funds. Chair Lieu preferred that the general fund budget be exhausted before using the municipal arts fund. Ms. Osborne added that aside from this restoration, cost estimates for the Aquatic Center mural are pending as well, and would need to be sourced from the municipal art fund if the goal was to complete it this year. Chair Lieu said that all of these projects are aimed to be completed this year, and that it would be Ms. Osborne's job to pull the funds from the appropriate sources based on the work being performed.

Ms. Miett asked whether the work could be completed by or during Spring Training season, since there will be a high volume of traffic in the area. Ms. Osborne said she would ask, but it is dependent on his schedule. He anticipates a 4-7 day turnaround on the work.

Ms. Miett moved to approve repairs of "Reflections of Surprise" at a cost not-to-exceed \$14,000.00 using artist Ruben Hernandez. Ms. Miller 2nd. 7 Yes votes. Motion carried.

Chair Lieu asked that Ms. Osborne start a list of artists to keep in mind for future projects, since the commission loved the work provided by Mr. Garcia.

Item 8 – Discussion and action pertaining to the purchase of promotional materials for special events and tent rental.

Ms. Osborne reviewed prices for promotional materials to be used during special events. She shared that while she pursued costs for bookmarks, the Marketing & Communications department proposed a customized 8-page coloring book using the outlines of public art pieces in Surprise. She explained that if the bookmarks were chosen, those also would be customized. She went on to share that she also researched costs for colored pencils and crayons, which are not included when purchasing either product.

The commission discussed which option to pursue and whether to purchase crayons with them. Ms. deJong pointed out that the next event is taking place within a week, and that there is no rush to purchase the items. Ms. Miett said that it would not hurt to stock up on materials, to which Ms. Osborne agreed that this was the intent. Mr. Hastings agreed with the sentiment. The commission continued to discuss whether the promotional materials were needed immediately. It was ultimately decided to hold off on procuring those materials until the new budget year.

Ms. Osborne moved on to discuss the upcoming Thunderbird Art & Wine festival. She said that the promoters do not allow any tents other than white canopies, so tents would need to be rented. She said that WHAM rented them out last year at \$50 per tent. The commission decided to rent two tents and display the interior as normal.

Ms. Welch moved to approve the rental of tents at a cost not to exceed \$100.00 for the upcoming Thunderbird event. Mr. Hastings 2nd. 7 Yes votes. Motion carried.

Item 9 – Presentation and discussion pertaining to an update on the Women’s Heritage Trail event.

Vice-Chair Welch and Ms. Miller met with City Clerk Aguilar to finalize concepts surrounding the Women’s Heritage Trail event. Ms. Aguilar was going to talk with HSCV Director Seth Dyson regarding the use of facilities. Three locations would be utilized, and the event would conclude at the Community Center. It works best for center to host in the afternoon rather than morning. Ms. Aguilar has hosted other events there before. She will also bring maps to pass around. The second location would be the Fulcher home; Ms. Aguilar plans to contact them, and have the family members come outside and chat with visitors. The event would end at the community center, where a presentation would be held regarding the Women’s History Trail. It has been recommended to do the event on March 10th.

Ms. Morgan had an organization reach out to Mr. Bernardo regarding the Women’s Suffrage movement. Surprise has secured the display, and will be able to display it at the same time that Sherry is discussing the Women’s Heritage Tour. It was suggested that there be a launch on March 3rd for this display at City Hall, and the commission could have a table there publicizing the Women’s Heritage Trail event. March 2nd is when the group would come in to organize the display. Vice-Chair Welch said that she would need help on the 3rd for the big kick-off at 3 p.m. She asked staff if they could look into costs associated with advertisement in the local paper. Vice-Chair Welch said that it would also be great to host the tent at the suffrage display kick-off event.

Ms. Osborne said that she would look into the costs, and also inquire with the Marketing & Communications Department about doing promotion through social media. She explained that the paper will sometimes take our social media promotion and advertise it, but if the desire was to have a guaranteed advertisement, the commission should pay for it. Ms. Morgan felt that an ad should be bought since they would be partnering with a large organization. The commission understood that any expenditures related to this item would not allow for action today, so they asked to bring it forward at the next meeting.

Item 10 – Discussion pertaining to a sports-themed gallery display.

Chair Lieu introduced the item. Ms. deJong said that they have about ¾ of what is needed, but need the remainder. The Call to Artists is out, and available through Arts HQ and City Hall. She said that the commission needs to decide on a night for the reception, and that it can’t be on a night with baseball night games. She presented March 12th, 19th or 20th as options for an opening reception. Due to the timing of Spring Training and Dysart Unified School District’s spring break schedule, it was decided that March 12th would be the best option for a reception, and that it would be held from 5-7 p.m.

Mr. Bernardo suggested that the commission set tent up their tent during a Spring Training game to promote the exhibition. The commission liked the idea. Ms. Miller suggested setting up the tent at the game which takes place the same day of the reception in order to promote it and invite people to attend later that night. Mr. Bernardo reviewed additional promotional opportunities for this exhibition, including advertisements and PA announcements. The commission agreed to revisit this topic at an upcoming meeting.

Item 11 – Discussion pertaining to the list of events and duties for the Arts & Cultural Advisory Commission.

Chair Lieu tabled this item for a future meeting. She asked that they think about this list in the meantime and think about continuity of these programs and how best to run them. She asked that they come to the next meeting prepared with any information they feel needs to be added to the document.

Other Business and Future Agenda Items:

Printing of AZ Humanities Flyers
Printing of Heritage Trail Flyer
Public Art Maps
Events & Responsibilities
Sports Gallery Reception
Policies & Procedures – changes and updates
Top Knot
Call for bench area
Hands mural

ADJOURNMENT – Motion to adjourn 8:31 p.m. – Vice-Chair Welch, 2nd by Ms. Miett. 7 Yes votes. Motion carried.

ATTEST:

Paul Bernardo, Community Partnerships
Manager.

CERTIFICATION:

I, Danielle Osborne, Management Analyst for the City of Surprise City Manager's Office, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Arts and Cultural Advisory Commission meeting held on January 6, 2020.

Danielle Osborne, Management Analyst



CITY OF SURPRISE Arts and Cultural Advisory Commission Meeting

Council Meeting Date: February 3, 2020
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Margaret Lieu - Chair
District: Internal

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

Agenda Wording:

Discussion pertaining to a facility use agreement with the West Valley Arts Council.

Motion:

Discussion only.

Background:

The City Hall art gallery regularly features rotating artwork by local artists, coordinated through the West Valley Arts Council per a facility use agreement. This item has been placed on the agenda to discuss the upcoming schedule for the gallery and display cases, and to allow an opportunity for the Commission to provide feedback for a revision to the agreement, specifically components that address the install policy/liability, art selection, and commission representation.

The attached document shows the existing agreement with the WVAC for reference, but no revisions thereto.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. This discussion is directly tied to the placement of public art as listed within the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(6) of the Surprise Municipal Code directs the Commission to serve as arts advocates through art awareness activities.

Financial Impact:

There is no financial impact associated with this item.

Budget Impact:

There is no budget impact associated with this item.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Executed WVAC Facility Use Agreement

2. WVAC Agreement Amendment 3

AGREEMENT FOR USE OF SURPRISE CITY HALL TO DISPLAY ART

This AGREEMENT FOR USE OF SURPRISE CITY HALL (the "Agreement") is entered into this 23RD day of MAY, 2016 (the "Effective Date"), by and between the City of Surprise, an Arizona municipal corporation (the "City"), and the West Valley Arts Council, an Arizona non-profit corporation (the "WVAC"). The City and the WVAC are sometimes collectively referred to in this Agreement as the "Parties," and each individually as a "Party."

RECITALS

A. The City is the owner of certain improved real property located at 16126 N. Civic Center Drive in Surprise, Arizona (the "Property").

B. On January 2, 2013, the City and the WVAC entered into that certain "Facility Use Agreement Between the City of Surprise and the West Valley Arts Council for the Use of City Hall to Display Public Art" (the "2013 Agreement"), which expired on December 31, 2013.

C. Thereafter, on June 1, 2014, the City and the WVAC entered into a "Facility Use License" for the Property (the "License") pursuant to which the WVAC has been occupying 3,200 square feet of the north portion of the Property as shown on Exhibit A to the License (the "Site Plan"), a copy of which is attached to this Agreement as Exhibit 1.

D. The City constructed certain improvements within the area depicted in the Site Plan listed on Exhibit C to the License (the "Tenant Improvements").

E. The WVAC has been conducting its operations on the Property pursuant to certain Rules and Regulations, set forth in Exhibit B to the License, and certain Parking Rules described in Section 7 below. A copy of the Rules and Regulations is attached to this Agreement as Exhibit 2.

F. The License is scheduled to expire on May 31, 2016, and the Parties desire to extend and continue their relationship pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the WVAC hereby agree as follows:

AGREEMENT

1. Licensed Premises. The City hereby authorizes and licenses the WVAC to continue its use of the Property as described on Exhibit 1.

1.1 The WVAC acknowledges that it has inspected the Licensed Premises, is familiar with its condition and accepts the same "as is" in its present condition.

1.2 Upon the WVAC performing all covenants of this Agreement, the WVAC shall have quiet possession of the Licensed Premises, subject to any exceptions or other provisions of this Agreement, and so long as the WVAC is not in default.

1.3 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statement or acts by or between the Parties, the WVAC's rights to the Licensed Premises are limited to the license rights created and granted by this Agreement, which creates only a revocable license in the Licensed Premises. The City and the WVAC do not by this Agreement intend to create a lease, easement, or other real property interest. The WVAC shall have no real property interest in the Licensed Premises.

2. Term. The initial Term of this Agreement will be for two (2) years from the date of approval by the City Manager, unless sooner terminated as hereinafter set forth.

2.1 Notwithstanding anything in this Agreement to the contrary, each Party shall have the right, in its sole discretion and without cause, to terminate this Agreement by giving the other Party thirty (30) days' written notice.

2.2 This Agreement may be extended for an additional two (2) years if mutually agreed upon by the Parties in writing.

2.3 Any holding over by the WVAC shall not be deemed to operate as a renewal or extension of this Agreement.

3. City Obligations.

3.1 The City shall furnish and pay for heat, electricity, water, and all other utility services to the Licensed Premises during the Term.

3.2 The City shall provide in January or February 2017 and upon each anniversary thereafter during the Term up to Three Thousand Five Hundred Dollars (\$3,500.00) payable to the WVAC to be used for operating expenses. The amount of each annual contribution shall be determined by the City during that year's budget process and shall be contingent upon the availability of funding.

3.3 The City shall purchase, install, and maintain the art display equipment.

3.4 The City shall provide a staff member to oversee the use of any City provided equipment and the Licensed Premises.

3.5 The City shall ensure that the Licensed Premises are secured after normal business hours and after any event held by the WVAC that should occur after normal business hours.

3.6 The City shall promote the WVAC's activities and events at the Licensed Premises on the City's webpage, in program guides, and in information releases. The Parties shall review and mutually agree on the content of any items promoting the WVAC's operations.

4. WVAC Responsibilities for Art Display.

4.1 The WVAC shall provide the City with art for public display accompanied by general information about the artists and an art display schedule.

4.2 The WVAC shall ensure that it has written permission from each artist to display his or her artworks and shall provide such documentation to the City upon request.

4.3 The WVAC shall ensure that all potential art for display has been reviewed and juried by the WVAC and no less than two members of the City of Surprise Arts and Cultural Advisory Commission.

4.4 The WVAC shall designate a member to serve as the liaison between the City and the WVAC.

4.5 The WVAC shall arrange for and ensure delivery, set up, and removal of all art exhibits.

5. City Right of Refusal. Prior to display of any art work(s), the Parties shall review the art proposed for display. The City may reject any pieces of art determined by the City to be inappropriate for display in the Licensed Premises and City Hall.

6. Use of Licensed Premises.

6.1 Without prior approval of the City, the WVAC shall not use the Licensed Premises for any use other for the purpose of the WVAC's operations.

6.2 The WVAC may rent or otherwise open the Licensed Premises for use of private events at no charge or for a fee so long as the WVAC maintains a written record of all such events available upon request by the City. The WVCA shall provide notice to the City no less than seven (7) business days in advance of any private event. Approval by the City in writing is not required; a non-response or a verbal approval shall be deemed approval. In addition, the WVAC shall, during any such event, have a staff member present on the Licensed Premises at all times to assure compliance with all applicable terms and conditions of this Agreement.

6.3 The WVAC and its agents, contractors, customers, directors, employees, invitees, officers, and patrons (collectively, "Permittees") have a non-exclusive privilege and license to use, during the Term, the Common Areas in common with all other

authorized users and occupants of the Licensed Premises and the Property. "Common Areas" consists of those areas intended by the City to be available for the use, benefit, and enjoyment of all occupants of the Property. All "Automobile Parking Areas" are Common Areas, but certain parking areas may be restricted to use by certain occupants.

6.4 The WVAC shall not conduct or permit to be conducted in or around the Licensed Premises any auction or sale, whether such auction be voluntary or involuntary, unless such auction or sale has been approved in advance in writing by the City.

6.5 The WVAC shall not display any merchandise for sale outside the exterior walls or permanent doorway of the Licensed Premises, unless otherwise permitted by the City.

6.6 The WVAC shall not and shall not allow others to commit any waste upon the Licensed Premises, the Property, the Common Areas, or the Parking Lot.

6.7 The WVAC shall not and shall not allow others to engage in any activity that has the likelihood of increasing the existing insurance premium rates for the Licensed Premises, the Property, the Common Areas, or the Parking Lot or that could cause cancellation of any insurance policy or permit any condition to remain that may be prohibited by standard form fire insurance policies.

6.8 The WVAC shall not and shall not allow others to use the Licensed Premises, the Property, the Common Areas, or the Parking Lot for any offensive, noisy, or dangerous trade, business, activity, or occupation, or any activity against public policy, or interfere with the business of or disturb the quiet enjoyment of any other authorized user of the Property, Common Areas, or Parking Lot.

6.9 The WVAC shall not use and shall not allow others to use the exterior of the roof or walls of the Licensed Premises or the Property for any purpose.

6.10 The WVAC shall not use and shall not allow others to use the Common Areas or the Parking Lot for purposes other than those intended for such areas.

6.11 The WVAC shall observe and comply with and ensure that its Permittees also observe and comply with the Rules and Regulations attached as Exhibit 2 and the Parking Rules and Regulations described in Section 7, and all reasonable modifications thereto.

7. Parking.

7.1 The City shall operate and maintain or cause to be operated and maintained a parking area, of which the Property is a part. The "Automobile Parking Area" is for the benefit and use of all persons authorized by the City to use the Property and their Permittees. However, the City may, in its sole discretion, reserve parking spaces, and any area(s) designated by the City as being for reserved parking shall not

be accessible or available for use by the WVAC, other authorized persons, or by the general public.

7.2 The WVAC's right to use the Automobile Parking Area as herein provided is solely for the accommodation of the WVAC. The City assumes no liability of any kind whatsoever for any cause of action with respect to the use thereof by the WVAC or its Permittees, all of whom shall be deemed to have assumed all risks or to have released the City from all liability in connection with the utilization thereof.

7.3 The City may restrict parking spaces from time to time for repairs or maintenance to the Automobile Parking Area, in connection with construction at or deliveries to the Property, or for any other reason deemed reasonable and appropriate by the City.

8. Construction of Additional Improvements.

8.1 The WVAC shall make no structural alterations, modifications, additions, or other significant construction work to the Licenses Premises without first having received the written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Such review shall include all improvements, equipment, fixtures, pain, and other construction work of any description or described in all plans delivered by the WVAC to the City. All such plans and construction are subject to inspection and final approval by the City as to colors, materials, site plan, design, function, and appearance.

8.2 All existing improvements to the Licensed Premises are the property of the City and any additional improvements shall become the property of the City upon completion and acceptance by the City.

8.3 The City may require that the work be performed by the City's own employees, its construction contractors, or under the City's direction, but at the expense of the WVAC.

8.4 In the event the City consents to the use by the WVAC of its own architect and/or contractor for the installation of any such alterations or improvements, prior to the commencement of such work, the WVAC shall provide the City with evidence that the WVAC's contractor has produced worker's compensation, liability, and property damage insurance (naming the City as an additional insured) in a form and in an amount approved by the City, and evidence that the WVAC's architect and/or contractor has procured the necessary permits, certificates, and approvals from the City or any other necessary governmental authorities.

8.5 The WVAC acknowledges and agrees that prior to the commencement of any improvements approved by the City, it shall provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required

construction work, and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Each bond shall be executed by a surety company duly authorized to do business in Arizona and acceptable to the City.

8.6 The WVAC acknowledges and agrees that any review by the City of the WVAC's plans and specifications and/or right of approval exercised by the City with respect to the WVAC's architect and/or contractor is for the City's benefit only, and the City shall not, by virtue of such review or right of approval, be deemed to make any representation, warranty, or acknowledgment to the WVAC or to any other person or entity as to the adequacy of the WVAC's plans and specifications or as to the ability, capability, or reputation of the WVAC's architect and/or contractor.

8.7 The WVAC shall maintain as-built records of any approved improvements made to the Licensed Premises and shall furnish copies of such records to the City, at no cost to the City, upon completion of such improvements and any changes to the same.

8.8 All changes to utility facilities shall be limited to the Licensed Premises and shall be undertaken by the WVAC only with the prior written consent of the City.

8.9 All of the WVAC's improvements shall be designed so as to present uniformity in design, function, appearance, and quality throughout and consistency with other improvements located on the Licensed Premises.

8.10 The WVAC, or its designated contractors, subcontractors and employees, shall perform any additions or alterations in a lien-free and good and workmanlike manner and in all respects in accordance with all applicable legal requirements, permits or approvals, as the case may be.

9. Preservation of the Licensed Premises.

9.1 The WVAC shall maintain, clean, and repair the Licensed Premises, as necessary or as directed by the City, at its cost and expense, unless the City chooses to do so itself. The WVAC shall also replace any improvements to the Licensed Premises that are determined by the City to need replacement, at its cost and expense, unless the City undertakes such replacement itself.

9.2 At the expiration or earlier termination of this Agreement, the WVAC shall return the Licensed Premises to the City in a condition as good as it was at the Effective Date (fair wear and tear excepted) and, at the City's option, inclusive of any improvements that may be approved.

10. Signs and Advertising.

10.1 The WVAC shall not erect or place any sign, lettering, design, banner, decoration, exterior lighting, or other advertising device or material either outside the

Licensed Premises, or inside the Licensed Premises if visible from the outside, without prior written approval of the City.

10.2 Any signs of WVAC not in conformity with this Agreement and any signs remaining at the end of the Term shall, upon the City's demand, be immediately removed by the WVAC at its expense, and the WVAC shall promptly repair any damage to the Licensed Premises resulting from such removal.

10.3 The WVAC will be responsible for maintaining, operating, and replacing as necessary, at its own cost and expense, any existing signage upon the Licensed Premises.

11. Regulatory Requirements.

11.1 The WVAC shall promptly observe and comply with all present and future laws, ordinances, requirements, rules and regulations of all governmental authorities having or claiming jurisdiction over the Licensed Premises or any part thereof and of all insurance companies writing policies covering the Licensed Premises or any part thereof. Without limiting the generality of the foregoing, unless affirmatively waived by the City, the WVAC shall also procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Licensed Premises or required in connection with any building, structure or improvement now or hereafter erected thereon.

11.2 The WVAC covenants and agrees not to use, generate, release, manage, treat, manufacture, store, or dispose of, on, under or about, or transport to or from the Licensed Premises any hazardous materials, including, but not limited to, asbestos, urea formaldehyde, polychlorinated biphenyls, oil, petroleum products, pesticides, radioactive materials, hazardous wastes, toxic substances and any other related or dangerous, toxic or hazardous chemical, material or substance defined as hazardous or regulated or as a pollutant or contaminant in, or the use of or exposure to which is prohibited, limited, governed or regulated by, any federal, state, county, municipal, local, or other statute, law, ordinance, or rule now hereafter enacted which may relate to or deal with the protection of human health or the environment, including but not be limited to the Comprehensive Environment Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601 et seq.; Ariz. Rev. Stat. Ann., Title 49 (the "Arizona Environmental Quality Act of 1986"); and any rules, regulations or guidelines adopted or promulgated pursuant to any of the foregoing as they may be amended or replaced from time to time.

11.3 The WVAC shall have no authority to do any act or make any contract that may create or be the basis for any lien, mortgage or other encumbrance upon any interest of the City in the real property that includes the Licensed Premises. Should the

WVAC cause any construction, alterations, restorations, replacements, changes, additions, improvements or repairs to be made on the Licensed Premises, or cause any labor to be performed or material to be furnished thereon, therein or thereto, neither the City nor the real property including the Licensed Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, and the WVAC shall be solely and wholly responsible to contractors, laborers and materialmen performing such labor and furnishing such material.

12. Property and Public Liability Insurance.

12.1 The WVAC shall at all times, throughout the Term of this Agreement, keep the Licensed Premises insured against perils in amounts and with insurance carriers acceptable to the City. The WVAC shall ensure that all insurance policies in effect for the Licensed Premises name the City of Surprise as an additional insured.

12.2 The WVAC shall provide certificates of insurance evidencing coverage acceptable to the City no less than ten (10) days after the Effective Date. Such coverage must include (i) general liability insurance with a limit of not less than \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate; and (ii) coverage for loss, theft, or property damage.

13. Indemnification by the WVAC.

13.1 The WVAC shall protect, indemnify and hold the City, its agents, representatives, officers, directors, elected and appointed officials and employees harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or asserted against the City, its agents, representatives, officers, directors, elected or appointed officials, and employees, by reason of any of the following (unless resulting from negligent or intentional actions of the City, its agents, representatives, officers, directors, elected and appointed officials, or employees): (a) any use, nonuse or condition of the Licensed Premises or any part thereof; (b) any accident, injury to or death of persons (including workmen) or loss of or damage to property occurring on or about the Licensed Premises or any part thereof; (c) any failure on the part of the WVAC to perform or comply with any of the terms of this Agreement; (d) performance of any labor or services or the furnishing of any materials or other property with respect to the Licensed Premises or any part thereof; or (e) any failure on the part of the WVAC to comply with any of the matters set forth herein.

13.2 In the event the City, its agents, representatives, officers, directors, elected and appointed officials, and employees should be made a defendant in any action, suit or proceeding brought by reason of any of the occurrences described in this Section 12, the WVAC shall at its own expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the WVAC and reasonably approved by the City. If any such action, suit or proceeding

should result in a final judgment against the City, the WVAC shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of the WVAC under this Section 12 arising by reason of any such occurrence taking place while this Agreement is in effect shall survive any termination or other form of cancellation of this Agreement.

14. Indemnification by the City.

14.1 Except for any responsibility alleged or allocated to the City by reason of its failure to enforce the terms of this Agreement, the City shall protect, indemnify and hold the WVAC harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including reasonable attorney's fees and expenses) imposed upon or asserted against the WVAC by reason of the negligent or intentional actions of the City, its agents, representatives, officers, directors, elected and appointed officials, or employees.

14.2 In the event the WVAC should be made a defendant in any action, suit or proceeding brought by reason of the negligent or intentional actions of the City, its agents, representatives, officers, directors, elected and appointed officials, or employees, the City shall at its own expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the City. Except to the extent of negligent or intentional actions of the WVAC, its agents, representatives, officers, directors, or employees, if any such action, suit or proceeding should result in a final judgment against the WVAC, the City shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of the City under this Section 13 arising by reason of any such occurrence taking place while this Agreement is in effect shall survive any termination or other form of cancellation of this Agreement.

14.3 Notwithstanding the obligations imposed upon the City, its agents, representatives, officers, directors, elected and appointed officials, and employees shall not be required to protect, defend, indemnify, satisfy any judgment or hold the WVAC harmless for any negligence imputed against the City, its agents, representatives, officers, directors, elected and appointed officials, and employees by operation of law as a result of the action or non-action of the WVAC, its agents, servants, employees, directors, representatives, officials, customers, vendors, guests, licensees or invitees on the Licensed Premises.

15. Fixtures; Personal Property; and Surrender of Licensed Premises

15.1 All trade fixtures installed by the WVAC, movable furniture that is not permanently affixed to the Licensed Premises, and personal property shall remain the property of the WVAC, with the exception of items paid for by the City or loaned by the City to the WVAC for its use on the Licensed Premises.

15.2 The WVAC shall remove its trade fixtures, movable furniture, and personal property from the Licensed Premises not later than the expiration of the Term or earlier termination of this Agreement. The WVAC shall promptly repair any damage that may occur to the Licensed Premises due to removal of its trade fixtures and personal property.

15.3 Notwithstanding the foregoing, the WVAC shall have no right to remove its trade fixtures, movable furniture, and/or personal property if it is in default under this Agreement, until the default has been resolved to the satisfaction of the City.

15.4 If the WVAC fails to remove its trade fixtures, movable furniture, and personal property from the Licensed Premises upon expiration of the Term or earlier termination of this Agreement, its right to possession shall cease, and the items left shall be deemed abandoned and become property of the City.

15.5 The WVAC assumes the risk and responsibility for any damage that may occur to its trade fixtures, movable furniture, and personal property during its movement to the Licensed Premises and any movement that should occur during the Term.

15.6 All cabinetry, built-in appliances, wall coverings, floor coverings, window coverings, electrical and plumbing fixtures and conduits, lighting, and other special fixtures that are and may be placed upon, installed in, or attached to the Licensed Premises by the WVAC shall, at the expiration of the Term or earlier termination, become the property of the City and remain upon surrender of the Licensed Premises, without disturbance, molestation, or injury, unless designated by the City to be removed, in which case, the WVAC shall remove the same prior to expiration of the Term or earlier termination of this Agreement and repair any damage caused thereby.

16. Defaults by the WVAC. Each of the following occurrences shall be an event of default hereunder:

16.1 Default made by the WVAC of any of the covenants, agreements, conditions, or undertakings herein to be kept, observed and performed by the WVAC that continues for thirty (30) days or the cure of which has not been diligently commenced within thirty (30) days after written notice is given by the City.

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

16.3 If a trustee or receiver shall be appointed for the WVAC or for a major portion of its property.

16.4 If any court shall have taken jurisdiction of a major portion of the property of the WVAC in any involuntary proceeding for dissolution, liquidation or winding up of the WVAC and such jurisdiction shall not be relinquished or vacated within sixty (60) days.

16.5 If the WVAC makes an assignment for the benefit of its creditors.

17. Right of Reentry; Right of Termination.

17.1 Upon the occurrence of any default that is not cured within the applicable cure period, and at any time after the expiration of the applicable cure period, the City shall have the right, at its election, to reenter the Licensed Premises and to expel, remove and put out the WVAC and all persons occupying or upon the same under the WVAC, using such force as may be necessary in so doing, and again to possess the premises and take full possession of and control over the Licensed Premises. No reentry by the City shall be deemed an acceptance of a surrender of this Agreement, nor shall it absolve or discharge the WVAC from any liability under this Agreement. Upon such reentry, all rights of the WVAC to occupy the Licensed Premises shall cease and terminate.

17.2 Upon the occurrence of any default and at any time thereafter, the City shall have the right, at its election, with or without reentry, to give written notice to the WVAC stating that this Agreement shall terminate on the date specified by such notice, and upon the date specified in such notice this Agreement and all rights of the WVAC hereunder shall terminate. Upon such termination, the WVAC shall quit and peacefully surrender to the City the Licensed Premises.

17.3 The WVAC shall pay upon written demand by the City those costs incurred by the City in reentering the Licensed Premises or terminating this Agreement and shall reimburse the City the cost of repairing any damage to the Licensed Premises other than normal wear and tear. The City shall provide an itemized list of all damage with the cost of repair for each item.

17.4 In the event of any breach by the WVAC of any of the terms, covenants, or agreements contained in this Agreement, the City shall have, in addition to any specific remedies provided in this Agreement, the right to invoke any right or remedy allowed by law or in equity or by statute or otherwise, including the right to enjoin such breach.

17.5 Each right and remedy of the City provided for in this Agreement shall be cumulative and in addition to every other right or remedy provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or beginning of the exercise by the City of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

17.6 If during any one period of twelve (12) consecutive months, the City has served three (3) written notices of default upon the WVAC, the fourth default shall be deemed an incurable default and the City shall be entitled to immediate possession of the Demised Premises.

17.7 In the event the WVAC shall be in default of this Agreement, which default remains uncured during any applicable cure period provided herein, the City may at any time, without further notice, cure such breach for the account and at the expense of the WVAC. If the City at any time, by reason of such breach, is compelled to pay or elects to pay any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any actions or proceedings to enforce the City's rights under this Agreement or otherwise, the sum or sums so paid by the City, with all interest, costs and damages, shall be paid by the WVAC to the City within ten (10) business days of an itemized written demand.

17.8 Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the control of the Party obligated to perform (a "Force Majeure Event"), shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.

18. Disputes. Notwithstanding any other provision of Section 16, any dispute by the WVAC regarding a default under this Agreement or the City's failure to provide approval as may be required herein, shall be submitted in writing to the City within ten (10) business days of the City's written notification to the WVAC of the event giving rise to the default under this Agreement or failure to provide approval. After receipt of such written notice of dispute from the WVAC, the City shall schedule an informal meeting with a representative(s) of the WVAC to allow the WVAC the opportunity to explain the nature of the dispute and seek resolution. If the Parties are unable to reach a resolution, the dispute may be submitted to a mediator chosen by the City with the mediation to be conducted and decided within ten (10) business days of referral. No legal action may be instituted by either Party until after the mediator has issued his decision.

19. Miscellaneous.

19.1 Corporate Status of the WVAC. The WVAC covenants that it is a valid and existing not for profit corporation under the laws of the State of Arizona, that it is duly qualified to do business in the State of Arizona and in the City of Surprise, Arizona, and that it has full right and authority to enter into this Agreement.

19.2 The WVAC's Statutory Rights. In the event of any early termination of this Agreement (or any repossession of the Licensed Premises), the WVAC, so far as

permitted by law, waives any notice of reentry with or without the institution of legal proceedings to that end.

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

19.4 Remedies Cumulative. Each right, power and remedy provided for in this Agreement or now or hereafter existing at law, in equity or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law, in equity or otherwise; and the exercise or beginning of the exercise of any one or more of the rights, powers or remedies provided in this Agreement shall not preclude the simultaneous or later exercise of any or all such other rights, powers or remedies.

19.5 Attorneys Fees. In the event the City should bring suit for possession of the Licensed Premises, for the recovery of any sum due hereunder, or for any other relief against the WVAC, declaratory or otherwise, arising out of a breach of any term or condition of this Agreement, or in the event the WVAC should bring any action for any relief against the City, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

19.6 Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given within (1) day after the same has been mailed by electronic mail (provided that a copy must also be sent via another approved form of delivery), within three (3) days after the same has been mailed by registered or certified mail, postage prepaid, or within two (2) days after delivery by a nationally recognized overnight courier service (e.g., UPS, Federal Express) or personally delivered to the respective Party, at the address shown below:

To the WVAC: Bernadette Mills
 West Valley Arts Council
 13243 N. Founders Park Blvd.
 Surprise, AZ 85379

To the City: City Manager
 City of Surprise, AZ
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

With a Copy to: City Attorney
 City of Surprise, AZ
 16000 North Civic Center Plaza
 Surprise, Arizona 85374

or at such other address as either Party shall from time to time designate in writing to the other.

19.7 Time of Essence. Time is declared to be of the essence of this Agreement.

19.8 Section Headings; References; Interpretation. The section headings contained in this Agreement are for purposes of convenience and reference only and shall not limit, describe or define the meaning, scope or intent of any of the terms or provisions hereof. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

19.9 Severability. If any provision of this Agreement is declared void, unenforceable or against public policy, such provision shall be deemed stricken and severed from this Agreement, with the remainder of the Agreement remain in full force and effect.

19.10 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein shall be exercised only to the extent that the exercise thereof shall not violate any applicable law and are intended to be limited to the extent necessary so that they shall not render this Agreement invalid or unenforceable under any applicable law. If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable or against public policy, such provision shall be deemed stricken from this Agreement and the validity of the other terms of this Agreement shall in no way be affected thereby and this Agreement, absent the stricken provision, shall otherwise remain in full force and effect.

19.11 Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona without giving effect to the principles of conflict of laws. Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of Maricopa County, Arizona (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona if, and only if, the Maricopa County Superior Court lacks or declines jurisdiction over such action).

19.12 Consent or Approval. Except as otherwise expressly provided herein, any consent or approval required in this Agreement shall not be unreasonably withheld or

delayed. The requesting Party shall be entitled to seek specific performance at law and shall have such other remedies as are reserved to it under the Agreement, but in no event shall the City or the WVAC be responsible for damages to anyone for such failure to give consent or approval.

19.13 Relationship. This is a license agreement. This Agreement shall not be construed as creating a joint venture, partnership or any other cooperative or joint arrangement between the City and the WVAC, and it shall be construed strictly in accordance with its terms and conditions. Nothing contained herein is intended to confer a benefit upon any third parties.

19.14 Further Instruments and Documents. The City and the WVAC shall, upon request from the other, promptly acknowledge and deliver to the other any and all further documents, instruments or assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

19.15 Intended Agreement. This Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual and intended agreement of the Parties. This Agreement shall not be construed for or against either Party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or of any exhibits or documents prepared to carry out the intent of this Agreement.

19.16 Integration Clause; No Oral Modification. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement may not be changed, modified or rescinded, except as provided for herein, absent a written agreement signed by the City and the WVAC. Any attempt at oral modification of this Agreement shall be void and of no effect.

19.17 Conflict of Interest. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

19.18 Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

SIGNATURES ON THE FOLLOWING PAGE

"City"

City of Surprise, an Arizona municipal corporation

Bb L. W. Wingert

Name: BOB WINGERT

Title: CITY MANAGER

Date: 5-23-16

APPROVED AS TO FORM:

[Signature]
City Attorney

"West Valley Arts Council"

West Valley Arts Council, an Arizona non-profit corporation

[Signature]

Name: Bernadette Mills

Title: Executive Director

Date: 5-19-16

EXHIBIT 1
16126 N. Civic Center Plaza

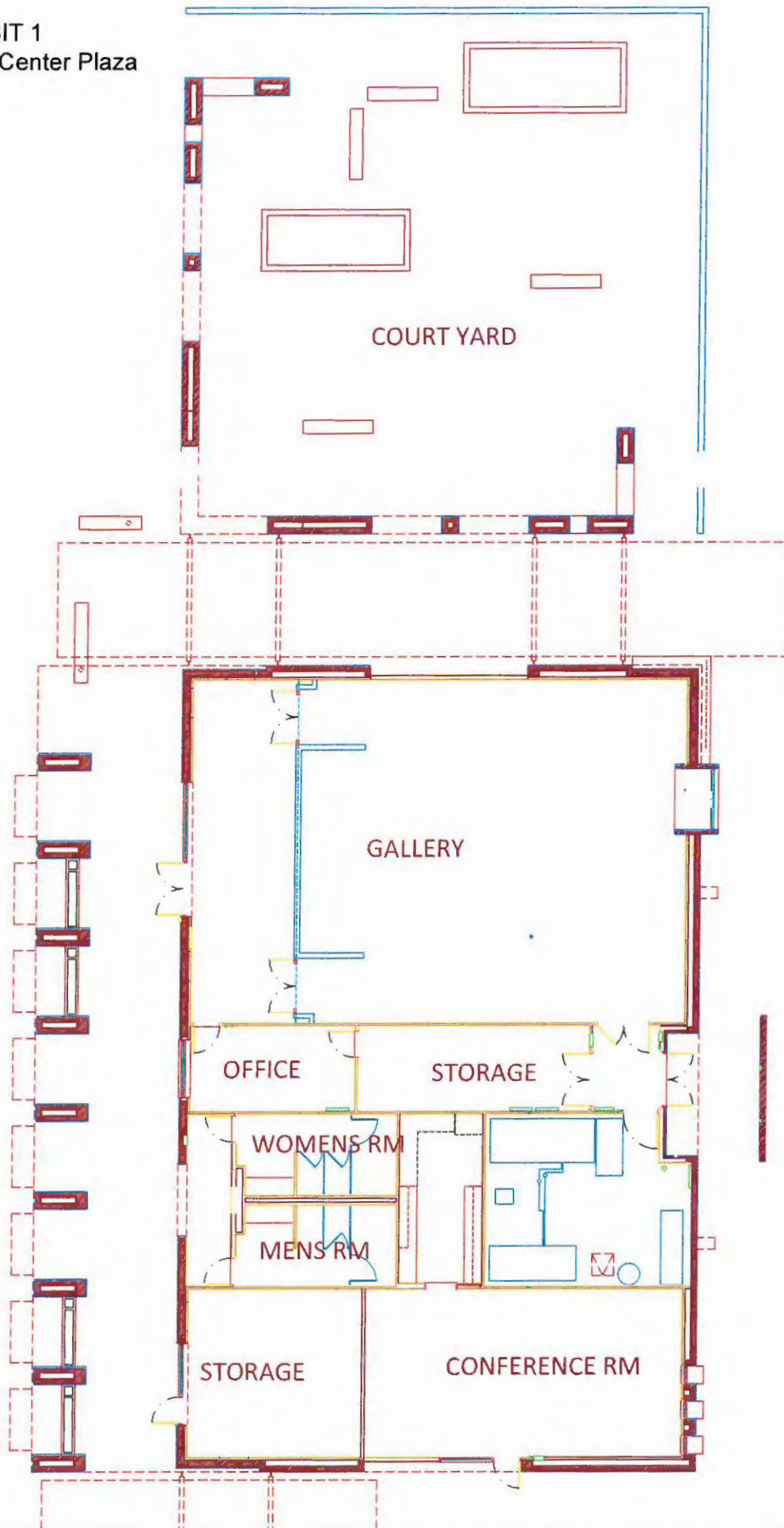


EXHIBIT 2 RULES AND REGULATIONS

(Incorporates defined terms from Facility Use Agreement)

1. The West Valley Arts Council ("WVAC") will refer all contractors, contractor's representatives and installation technicians rendering any service to WVAC, to City for City's supervision, approval and control before performance of any contractual service. This provision shall apply to all work performed on the Licensed Premises, including installations of telephones, telegraph equipment, electrical devices and attachments, and installations of any nature affecting doors, walls, windows, ceilings, equipment or any other physical portion of the Licensed Premises.
2. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by WVAC or any of its Permittees nor shall any changes be made in existing locks or the mechanism thereof without City's prior written consent.
3. Movement in or out of the Licensed Premises of furniture or equipment, or dispatch or receipt by WVAC of any merchandise or materials, shall be restricted to normal business hours, unless otherwise approved in advance by City. All such movement shall be under supervision of City and in the manner agreed between WVAC and City by prearrangement before performance. Such prearrangement initiated by WVAC will include determination by City and subject to its decision and control, as to the concerns that may prohibit any equipment or other item from being brought into the Licensed Premises. WVAC is to assume all risk as to damage to items moved and injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel of City if damaged or injured as a result of acts in connection with carrying out this service for WVAC from time of entering the Licensed Premises to completion of work; and City shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from, any act in connection with such service performed for WVAC. Any hand trucks, carryalls or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as reasonably required to protect the Licensed Premises.
4. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other parts of the Licensed Premises or the Property, except of such color, size and style and in such places, as shall be first approved in writing by City and in compliance with all local ordinances governing such items.
5. No portion of the Licensed Premises or the Property shall at any time be used for sleeping or lodging quarters, or for any residential purpose whatsoever (the term "residential" being construed in its widest possible and most inclusive meaning).
6. In the event WVAC requires the disposal of foodstuffs, edible matter, or any materials attractive to pests or vermin, WVAC shall provide at its sole cost and

expense a vermin-proof receptacle for the disposal of such materials, and take active measure to control pests and vermin. Neither WVAC nor any Permittee shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Licensed Premises.

7. City will not be responsible for lost or stolen personal property, equipment, money or jewelry from WVAC's area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.
8. No birds or animals shall be brought into or kept in or about the Licensed Premises or the Property, except assistance animals.
9. Employees of City shall not receive or carry messages for or to WVAC or other person, nor contract with or render free or paid services to WVAC or WVAC's Permittees.
10. City will not permit entrance to the Licensed Premises by use of pass keys controlled by City to any person at any time without written permission by WVAC, except employees, contractors, or service personnel directly supervised by City.
11. The entries, passages, doors, or hallways shall not be blocked or obstructed; no rubbish, litter, trash, or material of any nature shall be placed, emptied or thrown into these areas; and WVAC and WVAC's Permittees shall not use such areas at any time except for ingress or egress.
12. The City desires to maintain the highest standards of environmental comfort and convenience for all authorized users of the Property and the Licensed Premises. WVAC shall report any observed undesirable conditions or lack of courtesy or attention directly to the management. WVAC shall give immediate notice to the Building Manager and City in case of accidents on the Licensed Premises or the Property or of defects therein or in any fixtures or equipment, or of any known emergency on the Licensed Premises or the Property.
13. WVAC shall not make, or permit to be made, (except for fire and burglar alarms) any unseemly, excessively loud, or disturbing noises, or interfere with occupants of this or neighboring buildings or premises, or those having business with them.
14. City shall have the right to make such other and further reasonable rules and regulations as in the judgment of City may from time to time be needful for the safety, appearance, care and cleanliness of the Licensed Premises and the Property, and for the preservation of good order therein. City shall not be responsible to WVAC for any violations of rules and regulations by other authorized users of the Licensed Premises or the Property.
15. WVAC and WVAC's Permittees shall adhere to and obey all such parking control measures as may be placed into effect by the City through the use of signs,

identifying decals or other instructions. No vehicles of any kind shall be brought into or kept on the Property except in designated areas specified for parking of such vehicles.

16. No objects larger or heavier than the Licensed Premises is limited to carry shall be brought into or installed on the Licensed Premises. The City shall have the power to prescribe the weight and position of such objects, which shall, if considered necessary by the City, be required to be supported by such additional materials placed on the floor as the City may direct, and at the expense of WVAC.
17. WVAC shall see that the doors of the Licensed Premises are closed and securely locked before leaving the Licensed Premises and must observe strict care not to leave such doors and so forth open and exposed to the weather or other elements, and WVAC and its Permittees shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before WVAC or its Permittees leave the Licensed Premises, and that all electricity, gas, air conditioning and heating shall likewise be carefully shut off, so as to prevent waste or damage, where controlled by WVAC.
18. Canvassing, soliciting and peddling in the Licensed Premises or on the Property are prohibited. WVAC shall cooperate to prevent the same.
19. All nail holes are to be patched and repaired by WVAC before vacating the Licensed Premises.
20. All holiday decorations and other temporary or special decorations must be flame-retardant. No live holiday trees or live flame candles are to be used in the Licensed Premises. No decorations shall be hung on the exterior windows or exterior walls of the Licensed Premises without permission by the City.



CITY OF SURPRISE, ARIZONA
Procurement Division
16000 N. Civic Center Plaza
Surprise, Arizona 85374

FACILITY USE LICENSE AGREEMENT
AMENDMENT

Agreement Number/Name	Amendment #	Effective Date
318000164/Facility Use Agreement/License	3	5/23/2018
Purpose of Amendment: Extend agreement for two (2) additional years.		
The above referenced agreement is hereby modified as follows: The term of this agreement is hereby extended for two (2) additional years, expiring on May 23, 2020.		
EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT. In Witness whereof the Parties Hereto Sign Their Names in Agreement.		
Offeror hereby acknowledges receipt and understanding of this agreement amendment <u>West Valley Arts Council</u> Name of Company / Agency <u>Benedette Canale, Exec. Director</u> Name and Title <u>[Signature]</u> 3.23.18 Signature Date		For City Internal Use Only: Amendment/Budget Approval: <u>[Signature]</u> Procurement Manager



CITY OF SURPRISE
Arts and Cultural Advisory Commission Meeting

Council Meeting Date: February 3, 2020
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Margaret Lieu - Chair
District: Internal

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

Discussion pertaining to a centerpiece for the Development Center Bench.

Motion:

None, discussion only.

Background:

The City Hall Art Display Plan was approved by City Council on May 16, 2017, and included the implementation of seven new art projects. Since the approval by Council, the Commission has advised staff on the design of the bench, and a centerpiece to be determined for completion of the bench. This item has been placed on the agenda to discuss opportunities to create a centerpiece for the Development Center Bench.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Action on this item would lend itself to implementation of public art. City staff do not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(1) of the Surprise Municipal Code directs the Commission to develop and present to city council an art master plan that will identify suitable art projects for city buildings or property, including location, and size.

Financial Impact:

None at this time, however future action related to this item may lead to financial impact.

Budget Impact:

None at this time, however future action related to this item may lead to budget impact.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:



CITY OF SURPRISE Arts and Cultural Advisory Commission Meeting

Council Meeting Date: February 3, 2020
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Margaret Lieu - Chair
District: Citywide

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

Agenda Wording:

Discussion pertaining to a sports-themed exhibition.

Motion:

None, discussion only.

Background:

The City Hall art gallery regularly features rotating artwork by local artists, coordinated through the West Valley Arts Council per a facility use agreement. This item has been placed on the agenda to discuss the current sports related showing in the gallery and display cases, and upcoming reception.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. This discussion lends itself to the advocacy component of the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(5) of the Surprise Municipal Code directs the Commission to serve as arts advocates through art awareness activities. Participation in this event will allow the Commission to promote current and future arts and cultural efforts throughout the city.

Financial Impact:

The commission previously approved a not-to-exceed amount of \$1,200.00 for all future expenses related to exhibition receptions.

Budget Impact:

Currently, \$1,100.00 remains budgeted towards Special Event Hosting.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:



CITY OF SURPRISE
Arts and Cultural Advisory Commission Meeting

Council Meeting Date: February 3, 2020
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Margaret Lieu - Chair
District: Internal

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

Agenda Wording:

Discussion pertaining to ongoing safety and maintenance issues for the "Top Knot" sculpture.

Motion:

None, discussion only.

Background:

On October 5, 2016, the art piece Top Knot was placed on exhibit at City Hall. Over the past few years, the pedestal of the art piece has received significant damage due to skateboarding activity on the premises of City Hall. This item was requested to be placed on the agenda for the Commission to discuss and determine options for protecting the art piece from further vandalism. Staff are currently researching the costs and potential of options for protecting the piece.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. This item has been placed on the agenda to discuss ongoing preservation of existing public art.

Policy Compliant:

Sec. 2-299 (d)(2) directs the commission to assist and advise the city council, through the city manager, on establishing policies, rules, and methods pertaining to the siting, presentation, acquisition, maintenance, and promotion of public art as part of the City of Surprise One and One-Third Percent Public Art Program.

Financial Impact:

None at this time, however future action related to this item may lead to financial impact.

Budget Impact:

None at this time, however future action related to this item may lead to budget impact.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:



CITY OF SURPRISE Arts and Cultural Advisory Commission Meeting

Council Meeting Date: February 3, 2020
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Margaret Lieu - Chair
District: Internal

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

Agenda Wording:

Discussion and action pertaining to the procurement and changes to Public Art Maps.

Motion:

I move to approve the printing of the public art maps, with recommended changes, at a cost not to exceed \$1,400.00.

Background:

For the past few years, the Arts & Cultural Advisory Commission has produced pocket-sized Public Art Maps for distribution to individuals interested in viewing Public Art throughout the City. The maps are distributed to local venues and organizations, and have been very successful. This item has been placed on the agenda to recommend revisions and order an additional set of maps for the upcoming fiscal year.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Approval to produce additional maps would lend itself to the education and advocacy components of the mission statement. City staff do not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(5) of the Surprise Municipal Code directs the Commission to serve as arts advocates through art awareness activities. The Public Art Maps are designed to direct the public towards art located throughout Surprise, thereby bringing awareness to local art pieces.

Financial Impact:

If approved, the City will incur costs at an amount not to exceed \$1,400.00.

Budget Impact:

Currently, \$9,300.00 remains budgeted towards Printing Services.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:



CITY OF SURPRISE

Arts and Cultural Advisory Commission Meeting

Council Meeting Date: February 3, 2020
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Margaret Lieu - Chair
District: Internal

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

Agenda Wording:

Discussion and action pertaining to the printing and purchase of flyers for the AZ Humanities Speaker Series.

Motion:

I move to approve the printing of additional AZ Humanities Speaker flyers at a cost not to exceed \$60.00.

Background:

Art Encounters are activities the Commission previously developed and implemented to expand awareness of arts and cultural activities in Surprise. Commissioner Morgan is the commissioner responsible for the selection and proposal of topics and dates for the series. This item has been placed on the agenda to allow for approval of the printing of additional flyers to continue promotion of the ongoing series.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Approval to host the AZ Humanities Speaker series in Surprise would lend itself to the education and advocacy components of the mission statement. City staff do not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(6) of the Surprise Municipal Code directs the Commission to serve as arts advocates through art awareness activities.

Financial Impact:

If approved, the City may incur costs at a price not to exceed \$60.00.

Budget Impact:

Currently, \$9,300.00 is budget towards Printing Services.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. 12620-Rack Cards

**ABD Signs & Printing**

8945 W. Larkspur Drive
Suite 103
Peoria, AZ 85381
Ph: (623) 205-6996
FAX: (623) 594-7177
Email: orders@ABDSignsandPrinting.com
Web: http://www.ABDSignsandPrinting.com

Estimate #: 12620

Page 1 of 1

Created Date:	1/7/2020 4:06:00PM	Prepared For:	City of Surprise, AZ
Salesperson:	House Account	Contact:	Lorena Cano
Email:	orders@abdsignsandprinting.com	Office Phone:	(623) 222-1430
Office Phone:	(623) 205-6996	Email:	Lorena.Cano@surpriseaz.gov
Entered by:	Sydnee Esterline	Address:	16000 N Civic Center Plaza Surprise, AZ 85374

Description: Rack Cards

We appreciate the opportunity to provide this estimate. Please Note: Pricing provided is subject to inventory & pricing at the time of acceptance. Final costs will be determined after review of final copy, art and author's corrections. Any applicable taxes are additional. *The above prices are Cash Prices (Cash, ACH or Check). Non cash price may be subject to a 3% fee.

Payment Policy: All Estimated Design Fees MUST be PAID UP FRONT. Design Fees are billed hourly at \$85/hr. All Print Jobs must be PAID IN FULL prior to heading to print.

Exterior Signage: 50% Deposit is required prior to permitting, production and installation.

		Quantity	Price	Unit Price	Subtotal
1	Product: Small Format Prints Description: • 250- 4 in (W) x 11 in (H) Double Sided, Color Print(s) on 100# Gloss Cover	250	\$51.67	\$0.21	\$51.67
		Quantity	Price	Unit Price	Subtotal
2	Product: Small Format Prints Description: • 300- 4 in (W) x 11 in (H) Double Sided, Color Print(s) on 100# Gloss Cover	300	\$58.78	\$0.20	\$58.78

Estimate Total:	\$110.45
Subtotal:	\$110.45
Taxes:	\$8.95
Total:	\$119.40

Payment Terms: DUE ON RECEIPT: Unless otherwise stated or agreed upon IN WRITING, ALL orders must be PAID IN FULL PRIOR TO SERVICES RENDERED. Your order WILL NOT be processed until notification of payment is received.
To ensure prompt delivery of services, please pay now using our online payment link or contact your Customer Service Representative to make other arrangements.
Invoices past the stated due date, will be charged interest the day after job completion at 1.5% monthly.
Please note: There will be a \$45 fee for any returned checks, including e-checks.

Client Reply Request☐ Estimate Accepted "As Is". Please proceed with Order.☐ Other: _____☐ Changes required, please contact me.

SIGN: _____ Date: ____ / ____ / ____

Print Date: 1/7/2020 4:09:37PM

Your Vision is Our Passion!

Page 44 of 48



CITY OF SURPRISE
Arts and Cultural Advisory Commission Meeting

Council Meeting Date: February 3, 2020
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Margaret Lieu - Chair
District: Internal

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

Discussion and action pertaining to the purchase and printing of flyers for the Women's Heritage Trail event.

Motion:

I move to approve the purchase of advertisements for the Women's Heritage Trail event at a cost not to exceed \$XXX.XX.

Background:

At the August 5, 2019 meeting, Vice-Chair Deborah Welch, along with City Clerk Sherry Aguilar discussed a potential event related to the Women's Heritage Trail, which the Commission voted to pursue. This item has been placed on the agenda to receive an update regarding the progress of planning the event, and to discuss the design of a flyer and the purchase of ads in the paper to help promote the event.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Approval to formalize an event related to the Surprise Women's Heritage Trail, and promote it through the Calendar of Events and newspaper advertisements would lend itself to the advocacy component of the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(6) of the Surprise Municipal Code directs the Commission to serve as arts advocates through art awareness activities. By creating a formal Women's Heritage Trail tour and by designing a flyer specific to the event, it may be promoted to a broader audience.

Financial Impact:

If approved, advertisements for this item will be expended at a cost not to exceed \$8,000.00.

Budget Impact:

Currently, \$8,000.00 is budgeted towards Printing Services.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Women's Heritage Trail flyer
-

Tour The Surprise Women's Heritage Trail

TUESDAY, MARCH 10, 2020

1 PM - 3 PM

— TOUR LOCATIONS —



1:00 p.m. - 1:30 p.m.

First Baptist Church

12987 W. Market Street

1:45 p.m. - 2:15 p.m.

Fulcher Home

12533 W. Santa Fe Drive

2:30 p.m. - 3:00 p.m.

Community Center

15832 N. Hollyhock Street

**Spend a day following the trail blazed by
Surprise's original female settlers!**

**You'll learn the history of Surprise while
visiting points of interest in the city's
early development.**

**Participants must coordinate their own
transportation.*

For more information,
contact Deborah Welch
at 602.670.2667

**Light
refreshments
provided*





CITY OF SURPRISE Arts and Cultural Advisory Commission Meeting

Council Meeting Date: February 3, 2020
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person: Margaret Lieu - Chair
District: Internal

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

Agenda Wording:

Discussion pertaining to use of the Mobile Museum at special events.

Motion:

None, discussion only.

Background:

At the October 7, 2019 meeting, a member of the Sports & Tourism Department spoke to the commission about upcoming events and activities, and opportunities to include the Mobile Museum. Additionally, the commission recently hosted the tent at the Thunderbird Art and Wine Festival. This item has been placed on the agenda to allow for discussion regarding upcoming events, and to provide an opportunity for the commission to further enhance the Mobile Museum display as they see fit.

Objective Analysis:

The mission of the Surprise Arts & Cultural Advisory Commission is to spur cultural growth through education and advocacy, and to assist the city to create and implement a plan for the placement of public art within the community. Discussions regarding potential collaborative opportunities are directly linked to education and advocacy, as noted in the mission statement. City staff does not anticipate any negative impacts at this time.

Policy Compliant:

Sec. 2-299 (d)(6) of the Surprise Municipal Code directs the Commission to serve as arts advocates through art awareness activities.

Financial Impact:

There is no financial impact associated with this item.

Budget Impact:

There is no budget impact associated with this item.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:
