



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

Tuesday, September 6, 2022 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

- | | | | |
|----|----------|---|---------------------|
| 1. | Citywide | Hispanic Heritage Month Proclamation | None |
| | | | City Manager Office |

E. City Manager Report

F. City Clerk Report

G. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins. [Download the Call to the Public form](#) (PDF download requires Adobe Acrobat Reader)
[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.
The Call to the Public form is also available at the front counter.

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

Approval of items on the Consent Agenda – all items with an asterisk (*) are considered to be routine matters and will be enacted by one motion and one roll call vote to the City Council. There will be no separate discussion on these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

Please be aware that Council Members may not discuss or respond to matters raised during call to the public that are not specifically identified on the agenda. Council Members may however, in their discretion, discuss or respond to relevant matters raised during a noticed public hearing or agenda item.

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|---|---|
| 1. | Internal | Consideration and action on the Regular City Council Work Session, Regular Council Meeting and Executive Session minutes of August 16, 2022. | None
Sherry Aguilar
City Clerk |
| 2. | District 5 | Consideration and action to approve a new application for a Series 12 (Restaurant) liquor license for Quench Taps and Tapas located at 14010 N. Litchfield Road, #212, Surprise, AZ 85379. | None
Sherry Aguilar
City Clerk |
| 3. | District 1 | Consideration and action to approve a liquor license request for a series 12 (Restaurant) for Good Fortune located at 17014 W. Bell Road, #106 & #107, Surprise, AZ 85374. | None
Sherry Aguilar
City Clerk |
| 4. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled "Kunz Estates Rural Subdivision" and dated June 28, 2022, a property generally located northwest of Jomax Road and 155 th Avenue; Case FS22-0693. | None
Tanner Wessel
Community
Development |
| 5. | District 1 | Consideration and action pertaining to acceptance of a Sewer Line Easement from Kent Xander and Wittrock Land 4 LLC, near San Ysidro and 156 th Avenue. | None
Lloyd Abrams
Community
Development |
| 6. | Internal | Consideration and action pertaining to amending the compensation eligibility for Presiding Judge Louis Dominguez; Resolution #2022-89. | None
Donna Meuse
Human Resources |
| 7. | Internal | Consideration and action pertaining to amending the compensation eligibility for Associate Judge Catherine Gaudreau; Resolution #2022-90. | None
Donna Meuse
Human Resources |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|---|---|
| 8. | Citywide | Consideration and action pertaining to approval of the Agreement Between the Greater Phoenix Economic Council and the City of Surprise for participation and support of regional economic development programs, in the amount of \$73,313 for Fiscal Year 2023. | None
Economic
Development |
| 9. | Citywide | Consideration and action pertaining to the approval of an amendment to Fiscal Year 2023 Budget by moving budget authority of \$30,000 within the Tourism fund from contingency to services to support expanding The Patriot All-America Golf Invitational to include a tournament field that would be located in the City of Surprise; Resolution #2022-91. | None
Kendra Pettis
Sports and Tourism |
| 10. | Internal | Presentation and discussion pertaining to the FY2022 Financial Status Report through June 2022. | None
Andrea Davis
Finance |
| 11. | Citywide | Consideration and action pertaining to a recommendation of a preferred location for the new City of Surprise Pool. | Parks and
Recreation |

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

- | | | | |
|-----|----------|---|-------------------------------|
| 12. | Internal | Consideration and action to recess into executive session for discussion and consultation for legal advice with the City Attorney pertaining to <i>City of Surprise v. Circle City Water Company LLC</i> pursuant to A.R.S. 38-431.03(A)(3). | None
Robert Wingo
Legal |
| 13. | Internal | Consideration and action to recess into executive session to discuss and consider end of year personnel evaluations and Fiscal Year 2023 goals for the City Manager, City Clerk, City Auditor, and City Attorney pursuant to A.R.S. 38--431.03 (A)(1). | None
Human Resources |
| 14. | Internal | Consideration and action to recess into executive session for discussion and consultation for legal advice with the City Attorney pertaining to the City's administrative and legal obligations under Arizona Revised Statutes Title 19 pursuant to A.R.S. 38-431.03(A)(3). | None
Robert Wingo
Legal |

For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, but for only the following purposes:

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: September 01, 2022 at 12:30 PM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 6, 2022
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 6, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Agenda Wording:

Consideration and action on the Regular City Council Work Session, Regular Council Meeting and Executive Session minutes of August 16, 2022.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 81622 Work Session Minutes
 2. 8.16 REG Minutes
-

CITY OF SURPRISE
Regular City Council Work Session Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, August 16, 2022 @ 5:00PM

DRAFT

Call To Order

Roll Call

Mayor Hall called the Regular Work Session of August 16, 2022 at 5:00 PM. Also in attendance were Vice-Mayor Aly Cline, Council Members; Winters, Duffy, Remley, Judd and Hastings.

Staff Present: City Manager, Bob Wingenroth; City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Call To The Public

Regular City Council Work Session Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to congregate living homes from Arizona Department of Health Services - NO ACTION

Director of Human Services and Community Vitality, Seth Dyson introduced Tom Salow, Interim Assistant Director with Department of Health Services.

Mr. Salow provided a powerpoint presentation on this item.

Council Member Remley - commented on compliance

Council Member Winters - What is the obligation of the City for the group homes?

Mr. Salow - C of O, part of licensing.

Executive Session

Adjournment

Vice Mayor Cline made the motion to adjourn the Regular City Council Work Session of August 16, 2022 at 5:18 PM. Council Member Winters seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, August 16, 2022.**

Sherry Ann Aguilar, City Clerk, MMC

CITY OF SURPRISE
Regular City Council Meeting Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, August 16, 2022 @ 6:00PM

DRAFT

Call To Order

Invocation

Roll Call

Mayor Hall called to order the Regular City Council Meeting of August 16, 2022 at 6:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Cline and Council Members: Winters, Duffy, Remley, Judd and Hastings.

Staff Present: City Manager, Bob Wingenroth; City Attorney, Robert Wingo and City Clerk, Sherry Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

City Manager Report

1. Reports

City Clerk Report

1. Reports

Call To The Public

Regular City Council Meeting Agenda

CONSENT AGENDA:

Vice Mayor Cline made the motion to approve the consent agenda. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

- **1. Consideration and action to approve the Regular City Council Meeting Minutes from August 1, 2022 - APPROVED**
- **2. Consideration and action pertaining to the Final Plat entitled, Replat of Lot 1 of Village at Prasada and dated June 28, 2022, a property generally located at the southeast corner of Waddell Road and SR 303; Case FS22-0178 - APPROVED**
- **3. Consideration and action pertaining to the Final Plat entitled, Replat of Lot 5 of Village at Prasada and dated June 7, 2022, a property generally located at the southeast corner of Waddell Road and SR 303; Case FS22-0249 - APPROVED**
- **4. Consideration and action pertaining to the Final Plat entitled, Replat of Lot 4 of Village at Prasada and dated June 3, 2022, a property generally located at the southeast corner of Waddell Road and SR 303; Case FS22-0248 - APPROVED**
- **5. Consideration and action pertaining to the Final Plat entitled, Final Re-plat Toll at Prasada, Unit Q “ Phase 3 and dated May 20, 2022, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS22-0387 - APPROVED**
- **6. Consideration and action pertaining to the Final Plat entitled, Re-Plat No. 2 of Graham Ranch Estates Rural Subdivision and dated April 16, 2022, a property generally located north of Tierra Buena Lane and east of Reems Road; Case FS21-696 - APPROVED**
- **7. Consideration and action pertaining to the Final Plat entitled, Paloma Creek Phase 5 & Enclave III and dated May 6, 2022, a property generally located north of Happy Valley Road and east of 155th Avenue; Case FS22-0179 - APPROVED**
- **8. Consideration and action pertaining to the Final Plat entitled, Vukoder Property and dated June 23, 2022, a property generally located at the northwest corner of Knudson Drive and 221st Avenue; Case FS22-0675 - APPROVED**

- **9. Consideration and action pertaining to approval of the Independent Contract Agreement between the City of Surprise and Arizona Community Action Association DBA Wildfire; authorizing the City to accept grant funding for the Utility Assistance Program; and amending the Fiscal Year 2023 Budget by moving budget authority of \$22,900 from Contingency within the Grants Fund; Resolution # 2022-78 - APPROVED**
- **10. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 budget by reallocating appropriations of \$27,200 within the General Fund from Services in the Public Works Department to Services in the Parks and Recreation Department for landscaping at the Northwest Regional Library; Resolution # 2022-87 - APPROVED**

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- **12. Consideration and action to approve a resolution of the Mayor and Council of the City of Surprise, Maricopa County, Arizona declaring and adopting the results of the Primary Election held on August 2, 2022, and ordering the recording of such resolution; Resolution #2022-86 - APPROVED**

Vice Mayor Cline made the motion to approve Resolution 2022-86. Council Member Winters seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - PUBLIC HEARING:

- **11. Consideration and action pertaining to the Preliminary Development Plan for the Truman Ranch Marketplace PAD (PAD08-015); Case FS20-829; Ordinance # 2022-18 - APPROVED**

City Manager Wingenroth gave a background report on this item.

Trever Fleetham and Lloyd Abrams gave staff powerpoint presentation regarding this item.

City Attorney Wingo - My comments tonight will be of a general nature. My intent is not to provide legal advice. The City is a general law City, not a charter. Any action the City takes comes from the State Legislature. All of our authority flow from the State. Land Development Ordinance. Regulate development in the City. Focus on private property rights. Property owner rights.

Public comments:

James Truman - 75 year resident of the area. Does not meet the legal requirements, must be denied and it expired in 2009.

Stephen Truman - Asked for denial and it does not meet the City Code.

Quintus Schulzke - spoke in opposition

Patrick Boyd - spoke in opposition

Pamela Tufegdzcic - Letter entered into the record.

Patrick Tudisco – Withdrew

Beverly Backa -

Barb Berrafato - Letter for the record

James Dutcher - Opposition, City greatly out of balance. Infrastructure will not support the growth.

Nenah Sylver - spoke in opposition

George Bradbury - spoke in opposition

Nate Pomeroy - spoke in opposition

Cindy Saverino - Area Agency on Aging - spoke on lack of housing for the elderly.

Connie Phillips - Lutheran Social Services - Need for affordable housing for Surprise.

Kyle Terwelo - spoke in opposition

Jim Brubaker - spoke in opposition

Patrick Boyd -

Noelle Boothby - spoke in opposition

Benjamin Cummings - spoke in opposition

Council Member Remley - We've heard a lot of speakers with a lot to say. I would like to request an executive session so that we may digest all of this. Vice Mayor Cline seconded. Council Member Hastings requested a roll call vote to enter into executive session. (7:33 PM). Roll call vote: Yes-Hall, Cline, Remley and Duffy. No-Hastings, Winters and Judd, motion carried.

Executive Session

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

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

Mayor Hall reconvened the Regular City Council Meeting at 8:00 PM.

City Attorney Wingo addressed Mr. Truman's comments about the PAD zoning no longer being in place due to reversion.

Council Member Duffy - Neighbor of this project, safety issue it's going to be, the infrastructure is not there, and there is a well and there is traffic problems galore. Safety is a viable issue. The 2008 PAD is absolutely not even close. Council back then didn't receive a request to rezone.

Vice Mayor Cline - I have concerns about these becoming the projects. I grew up in Hollywood, I lived there for many years. This project is not what this is. Starting wages for teachers is \$40,000.

Council Member Remley - I lived here through the last recession, different city and council. We also want what's best for this city we look at things a lot closer.

Council Member Judd - The most participation we have ever seen. Does this PDP match the zoning?

Mr. Abrams - yes it is in compliance. Staff will evaluate the plans submitted to make sure it follows the PAD.

Council Member Judd discussed and inquired about; Ranch Style, different variations, architecture components, residential density, Luke contour and 15-21 dwelling units. He commented that he watched the 2008 Council Meetings.

Council Member Hastings - I've been on both sides of the issue look at both sides attended meetings, drove out to mesa toured read a lot of emails, 95 were opposed, drove out to the area red light/, lives in Sierra Verde and shares on your concerns and opposes this project.

Council Member Duffy - Question on 2008 PAD, if they are not following PAD, why isn't that a PAD amendment?

Council Member Remley made the motion to approve Ordinance 2022-18. Vice Mayor Cline seconded the motion. Roll Call vote: Yes-Hall, Cline, Remley and Winters. No-Duffy Hastings and Judd. Motion carried.

Other Business and Future Agenda Items

No requests were made.

City Council Reports

No reports were given.

Adjournment

Vice Mayor Cline made the motion to adjourn the Regular City Council Meeting of August 16, 2022 at 8:38 PM. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, August 16, 2022.**



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 6, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 5

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

Agenda Wording:

Consideration and action to approve a new application for a Series 12 (Restaurant) liquor license for **Quench Taps and Tapas** located at 14010 N. Litchfield Road, #212, Surprise, AZ 85379.

Motion:

I move to approve a new application for a Series 12 (Restaurant) liquor license for **Quench Taps and Tapas** located at 14010 N. Litchfield Road, #212, Surprise, AZ. 85379.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. CD Quench Taps and Tapas, August 2022 MAP
 2. FINANCE QUENCH TAPS
 3. FIRE 14010 N Litchfield Rd Ste Quench Taps and Tapas Ste 212 Liquor License
 4. Quench Taps and Tapas
 5. CD Quench 2022 Report
 6. quench taps
-

QUENCH TAPS AND TAPAS

PAD ROYAL RANCH

PAD ROSEVIEW

PAD SIERRA VERDE

RL-5, R1-5

IG, I-2

SITE

CC, C-2

RR, R1-43

Nick's Diner 2

RL-5, R1-5

PAD MARLEY PARK

Venue Taproom

Amigos Authentic Mexican Grill and Bar

AMC

PAD SURPRISE POINTE



MEMO

Date: 08/08/2022

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk

From: Annie Vazquez

RE: Liquor License Application – Quench Taps and Tapas - 14010 N Litchfield Rd Ste 212

Business License Status:

- ☐ Application link emailed on .
- ☒ License # 1024555 , current and valid for 12/31/22 .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



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



August 10, 2022

To: Sherry Ann Aguilar
From: Keith Tanner, Fire Marshal
Subject: Liquor License Application
Applicant: Quench Taps and Tapas
14010 N Litchfield Rd, #212

On November 6, 2017, I conducted a fire inspection for a liquor license application at the above referenced location to ensure compliance with the applicable fire codes within the tenant space.

This tenant space has some outstanding fire code violations that will need to be corrected however they will be handled through the normal channels and will not interfere with the liquor license application.

Therefore we have no comment on the application at this time.

If you have any questions feel free to contact me.

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

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

REFERENCE:

DATE: August 18, 2022

JOB NUMBER: 203673

Series #12 – New Application Restaurant

APPLICANT:

Quench Taps and Tapas

14010 N. Litchfield Road #212

Surprise, Arizona 85379

FINDINGS:

- 1) *Evidence concerning the nature of the proposed business, its potential market and its likely customers.*

Quench Taps and Tapas is replacing the previous establishment, Nick and Ben's Pizza with a restaurant menu, consisting of traditional tapas, salads, pizza and appetizers, along with wine and beer. There is seating for 88 patrons, including 12 for the bar area. There are also three televisions planned for the restaurant.

- 2) *Effect of vehicular traffic in close proximity.*

There are multiple ingress/egress points for Quench Taps and Tapas, which is located near the main intersection of Litchfield and Waddell Roads. The new restaurant should not have an effect on traffic.

- 3) *The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.*

In the last five years, the establishment was under prior ownership as Nick and Ben's Pizza. In this time there have been various calls for service to include: a burglary in February 2022 in which unknown suspects shattered the glass of the north entry doors and stole the two cash registers. There were no other reports of criminal activity at the location, although there were a few calls of theft and disorderly conduct and some of the other surrounding establishments, but nothing extreme.

- 4) *Comparison of hours of operation of the proposed premises to the existing businesses in proximity.*

Quench Taps and Tapas is in a retail plaza on the northwest corner of Litchfield and Waddell Roads. The main hub is a Fry's Grocery store around the corner from Quench. Fry's closes usually by 10 PM every night. Other businesses in the connected plaza are a Subway sandwich shop which closes by 10 PM as well, and most of the other businesses in the plaza don't stay open past 10 PM as well, including a veterinarian's office and a UPS store. There is a Sonic Drive-In fast-food restaurant not too far away that is open until 11 PM.

5) *Appropriateness of series license requested.*

A series 12 license is appropriate and applicable for Quench Taps and Tapas per state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059



COMMUNITY DEVELOPMENT DEPARTMENT

Date: August 18, 2022
To: Sherry Aguilar, City Clerk
From: Chris Boyd, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

Agent, Jeffrey Michael Cline
QUENCH TAPS AND TAPAS
14010 N. Litchfield Road #212, Surprise, Arizona 85379

New Series 12 (New Application – Restaurant) – Job # 203673

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

1. Safeway Food & Drug # 2699 (Series # 9) – 13828 W Waddell Rd.
2. Nick's Diner (Series 12) – 13765 N. Litchfield Rd.
3. AMC Surprise Pointe 14 (Series 6) – 13649 N. Litchfield Rd. (Not Shown)
4. Amigos Authentic Mexican Grill and Bar (Series 12) – 13621 N. Litchfield Rd. (Not Shown)
5. Uptown Alley II (Series 6) – 13525 N. Litchfield Rd.
6. Venue Taproom (Series 12) – 13699 N. Litchfield Rd. (Not Shown)
7. Song Lynn Vietnamese Cuisine (Series 12) – 13749 N. Litchfield Rd. #109
8. Walgreen's #12087 (Series 10) – 13723 N. Litchfield Rd.
9. Native Grill & Wings (Series 12) – 13929 W. Waddell Rd.
10. Quiktrip #466 (Series 10) – 14057 W. Waddell Rd. (Expired)
11. Fry's Marketplace #674 (Series 9) – 13982 W. Waddell Rd.

The immediate area is comprised of commercial establishments. The property is zoned PAD C-2 which is consistent with the proposed use.

Commercial and residential growth is expected to remain static.

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

State of Arizona
Department of Liquor Licenses and Control

Created 07/29/2022 @ 08:45:02 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	QUENCH TAPS AND TAPAS		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	14010 N LITCHFIELD ROAD #212 SURPRISE, AZ 85379 USA		
Mailing Address:	30319 N 123RD DRIVE PEORIA, AZ 85383 USA		
Phone:	(623)328-7209		
Alt. Phone:	(360)710-6418		
Email:	JEFF@QUENCHTAPS.COM		

AGENT

Name:	JEFFREY MICHAEL CLINE
Gender:	Male
Correspondence Address:	30319 N 123RD DRIVE PEORIA, AZ 85383 USA
Phone:	(360)710-6418
Alt. Phone:	
Email:	JEFF@QUENCHTAPS.COM

OWNER

Name:	QUENCH TAPS AND TAPAS LLC		
Contact Name:	JEFFREY CLINE		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23358844	State of Incorporation:	AZ
Incorporation Date:	04/08/2022		
Correspondence Address:	30319 N 123RD DRIVE PEORIA, AZ 85383 USA		
Phone:	(360)710-6418		
Alt. Phone:			
Email:	JEFF@QUENCHTAPS.COM		

Officers / Stockholders

Name:
ANGELA LOUISE CLINE

Title:
Manager-LLC

% Interest:
100.00

QUENCH TAPS AND TAPAS LLC - Manager-LLC

Name: ANGELA LOUISE CLINE
Gender: Female
Correspondence Address: 30319 N 123RD DRIVE
PEORIA, AZ 85383
USA
Phone: (425)429-8441
Alt. Phone:
Email: ANGLAM72@OUTLOOK.COM

MANAGERS

Name: ANGELA LOUISE CLINE
Gender: Female
Correspondence Address: 30319 N 123RD DRIVE
PEORIA, AZ 85383
USA
Phone: (425)429-8441
Alt. Phone:
Email: ANGLAM72@OUTLOOK.COM

APPLICATION INFORMATION

Application Number: 203673
Application Type: New Application
Created Date: 07/18/2022

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
balance of months on lease
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Liquor Board floorPlans.pdf	07/19/2022
INTERIM PERMIT (INP) NOTARY PAGE	interim permit AZDLLC.pdf	07/19/2022
MENU	Copy of Quench Taps and Tapas for AZLLCB.pdf	07/19/2022
QUESTIONNAIRE	questionnaire Angie.pdf	07/19/2022
QUESTIONNAIRE	Questionnaire Jeff.pdf	07/19/2022
QUESTIONNAIRE	Liquor Board Fingerprints.pdf	07/19/2022
RECORDS REQUIRED FOR AUDIT	records required for audit.pdf	07/19/2022
RESTAURANT OPERATION PLAN	lic_restaurantoperationplan_access.pdf	07/19/2022

State of Arizona
Department of Liquor Licenses and Control

Created 07/29/2022 @ 08:45:09 AM

Local Governing Body Report

LICENSE

Number:	INP070019515	Type:	INP INTERIM PERMIT
Name:	QUENCH TAPS AND TAPAS		
State:	Active		
Issue Date:	07/29/2022	Expiration Date:	11/11/2022
Original Issue Date:	07/29/2022		
Location:	14010 N LITCHFIELD ROAD #212 SURPRISE, AZ 85379 USA		
Mailing Address:	30319 N 123RD DRIVE PEORIA, AZ 85383 USA		
Phone:	(623)328-7209		
Alt. Phone:	(360)710-6418		
Email:	JEFF@QUENCHTAPS.COM		

AGENT

Name:	JEFFREY MICHAEL CLINE
Gender:	Male
Correspondence Address:	30319 N 123RD DRIVE PEORIA, AZ 85383 USA
Phone:	(360)710-6418
Alt. Phone:	
Email:	JEFF@QUENCHTAPS.COM

OWNER

Name:	QUENCH TAPS AND TAPAS LLC		
Contact Name:	JEFFREY CLINE		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23358844	State of Incorporation:	AZ
Incorporation Date:	04-08-2022		
Correspondence Address:	30319 N 123RD DRIVE PEORIA, AZ 85383 USA		
Phone:	(360)710-6418		
Alt. Phone:			
Email:	JEFF@QUENCHTAPS.COM		

Officers / Stockholders

Name:
ANGELA LOUISE CLINE

Title:
Manager-LLC

% Interest:
100.00

QUENCH TAPS AND TAPAS LLC - Manager-LLC

Name: ANGELA LOUISE CLINE
Gender: Female
Correspondence Address: 30319 N 123RD DRIVE
PEORIA, AZ 85383
USA
Phone: (425)429-8441
Alt. Phone:
Email: ANGLAM72@OUTLOOK.COM

MANAGERS

Name: ANGELA LOUISE CLINE
Gender: Female
Correspondence Address: 30319 N 123RD DRIVE
PEORIA, AZ 85383
USA
Phone: (425)429-8441
Alt. Phone:
Email: ANGLAM72@OUTLOOK.COM

APPLICATION INFORMATION

Application Number: 203835
Application Type: New Application
Created Date: 07/19/2022

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
1207A962
- 2) Is the license currently in use?
YES
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
YES



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 6, 2022
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 1

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

Agenda Wording:

Consideration and action to approve a liquor license request for a series 12 (Resaurant) for **Good Fortune** located at 17014 W. Bell Road, #106 & #107, Surprise, AZ 85374.

Motion:

I move to approve a liquor license request for a series 12 (Resaurant) for Good Fortune located at 17104 W. Bell Road, #106 & #107, Surprise, AZ. 85379.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. good fortune
 2. FINANCE GOOD FORTUNE
 3. FIRE 17014 W Bell Rd Ste 106 Liquor License
 4. PD Good Fortune (Chinese Restaurant)
 5. CD GOOD FORTUNE MAP
 6. CD GOOD FORTUNE REPORT
-

2022-15

State of Arizona
Department of Liquor Licenses and Control

Created 08/03/2022 @ 08:26:40 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	GOOD FORTUNE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	17104 W BELL ROAD #106 & #107 SURPRISE, AZ 85379 USA		
Mailing Address:	6201 N 35TH AVENUE #B3 PHOENIX, AZ 85017 USA		
Phone:	(623)584-8911		
Alt. Phone:			
Email:	JCHEN@JCFSLLC.COM		

AGENT

Name:	QIANXIONG LI
Gender:	Male
Correspondence Address:	6201 N 35TH AVENUE #B3 PHOENIX, AZ 85017 USA
Phone:	(623)584-8911
Alt. Phone:	
Email:	JCHEN@JCFSLLC.COM

OWNER

Name: HAPPY LI LLC
Contact Name: QIANXIONG LI
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23393558 State of Incorporation: AZ
Incorporation Date: 07/01/2022
Correspondence Address: 6201 N 35TH AVENUE
#B3
PHOENIX, AZ 85017
USA
Phone: (623)584-8911
Alt. Phone:
Email: JCHEN@JCFSLLC.COM

Officers / Stockholders

Name:	Title:	% Interest:
QIANXIONG LI	MEMBER	100.00

HAPPY LI LLC - MEMBER

Name: QIANXIONG LI
Gender: Male
Correspondence Address: 6201 N 35TH AVENUE
#B3
PHOENIX, AZ 85017
USA
Phone: (623)584-8911
Alt. Phone:
Email: JCHEN@JCFSLLC.COM

APPLICATION INFORMATION

Application Number: 203836
Application Type: New Application
Created Date: 07/19/2022

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Questionnaire - Sign.pdf	07/19/2022
RECORDS REQUIRED FOR AUDIT	Records Required for Audit - Sign.pdf	07/19/2022
RESTAURANT OPERATION PLAN	Restaurant Operation Plan - Sign.pdf	07/19/2022
SECTION 5 INTERIM PERMIT	Section 5.pdf	07/19/2022
MENU	Menu - Liquor.pdf	07/19/2022
MENU	Menu - Non-alcoholic.jpg	07/19/2022
MENU	Menu 2.pdf	07/19/2022
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	07/19/2022
MISCELLANEOUS	Arizona Statement of Citizenship or Alien Status for State Public Benefits - Sign.pdf	07/19/2022
INTERIM PERMIT (INP) NOTARY PAGE	Application - Sign.pdf	07/19/2022

State of Arizona
Department of Liquor Licenses and Control

Created 08/03/2022 @ 08:26:44 AM

Local Governing Body Report

LICENSE

Number:	INP070019550	Type:	INP INTERIM PERMIT
Name:	GOOD FORTUNE		
State:	Active		
Issue Date:	08/03/2022	Expiration Date:	11/16/2022
Original Issue Date:	08/03/2022		
Location:	17104 W BELL ROAD #106 & #107 SURPRISE, AZ 85379 USA		
Mailing Address:	6201 N 35TH AVENUE #B3 PHOENIX, AZ 85017 USA		
Phone:	(623)584-8911		
Alt. Phone:			
Email:	JCHEN@JCFSLLC.COM		

AGENT

Name:	QIANXIONG LI
Gender:	Male
Correspondence Address:	6201 N 35TH AVENUE #B3 PHOENIX, AZ 85017 USA
Phone:	(623)584-8911
Alt. Phone:	
Email:	JCHEN@JCFSLLC.COM

OWNER

Name: HAPPY LI LLC
Contact Name: QIANXIONG LI
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23393558 State of Incorporation: AZ
Incorporation Date: 07/01/2022
Correspondence Address: 6201 N 35TH AVENUE
#B3
PHOENIX, AZ 85017
USA
Phone: (623)584-8911
Alt. Phone:
Email: JCHEN@JCFSLLC.COM

Officers / Stockholders

Name:	Title:	% Interest:
QIANXIONG LI	MEMBER	100.00

HAPPY LI LLC - MEMBER

Name: QIANXIONG LI
Gender: Male
Correspondence Address: 6201 N 35TH AVENUE
#B3
PHOENIX, AZ 85017
USA
Phone: (623)584-8911
Alt. Phone:
Email: JCHEN@JCFSLLC.COM

APPLICATION INFORMATION

Application Number: 204381
Application Type: New Application
Created Date: 07/28/2022

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
012070018571
- 2) Is the license currently in use?
YES
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
YES

REVISED



MEMO

Date: 08/16/2022

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk

From: Annie Vazquez

RE: Liquor License Application – Good Fortune - 17014 W Bell Rd Ste 106-107

Business License Status:

- ☐ Application link emailed on .
- ☒ License # 1024589 , current and valid for 12/31/22 .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



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



August 8, 2022

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: 17014 W Bell Rd, Ste 106/107
Surprise, AZ 85374

The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location within the last 12 months to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time.

Therefore fire has no comment on the application at this time.

If you have any questions feel free to contact me.

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

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

REFERENCE:

DATE: August 17, 2022

APPLICATION NUMBER – 204381
Series #12 – New License
Current License at Location - 12070018571

APPLICANT:

Good Fortune
17014 W Bell Road, #106 & 107
Surprise, Arizona 85379

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Good Fortune is being opened as a full-service Chinese food restaurant, that is taking over a previously well-established Chinese food restaurant, Golden Wei. Their market is open to all ages and demographics. The seating arrangements appears to be the same as the prior restaurant, including 76 patrons with four of those seats for a small bar area. There are also plans for two TVs inside the restaurant.
- 2) ***Effect of vehicular traffic in proximity.***
This new license should have no effect on vehicular traffic.
- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at lest 20 days before the hearing.***
No criminal activity noted at this location in the last five years.
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
Good Fortune is open every day, except Mondays, for lunch and dinner until 9 PM. There are other eateries in the small strip plaza as well. The Toast Craft Kitchen & Cocktails (Series 12) closes by 9 PM, as does Oscar's Tacos, although Oscar's has no liquor license. There are also other businesses in the plaza that do not close any later than 9 PM, including a nearby Ace Hardware and a U.S. military recruiter's office.
- 5) ***Appropriateness of series license requested.***
A series 12 license is appropriate and applicable for the Good Fortune, per state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059

GOOD FORTUNE

PAD
HAPPY TRAILS

RL-5, R1-5

PAD
SUN CITY GRAND

SITE

CC, C-2

Circle K #2741713

Oregano's Pizza
Bistro

Winco

Babbo Italian Eatery

Sakura Sushi
Teppan Steak
Seafood

RR, R1-43

PAD
SURPRISE VILLAGE MARKETPLACE

RH, R-3

PAD
SURPRISE FARMS

PAD
NORTHWEST RANCH



COMMUNITY DEVELOPMENT DEPARTMENT

Date: August 18, 2022
To: Sherry Aguilar, City Clerk
From: Chris Boyd, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

Agent, Qianxiong Li
GOOD FORTUNE
17014 W. Bell Road, Suite 106 & 107
Surprise, Arizona 85374
New Series 12 (New Application – Restaurant) – Job # 203836

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

1. Oregano's Pizza Bistro (Series 12) – 16914 W. Bell Rd. (Not Shown)
2. Eddie's European Bistro (Series 12) – 16846 W. Bell Rd. #109 (EXPIRED)
3. Mule Creek Saloon (Series 6) – 16846 W. Bell Rd.#100
4. Albertson's #1026 (Series 9) – 16750 W. Bell Rd.(EXPIRED)
5. Circle K #2741713 (Series 10) – 16794 W. Bell Rd. (Not Shown)
6. Babbo Italian Eatery (Series 12) – 16433 W. Bell Rd. (Not Shown)
7. Sakura Sushi Teppan Steak Seafood (Series 12) – 16525 W. Bell Rd. (Not Shown)
8. Sam's Club #4955 (Series 9) – 16573 W. Bell Rd.
9. Peter Piper Pizza (Series 12) – 16641 W. Bell Rd. (EXPIRED)
10. Winco Foods #127 (Series 9) – 16925 W Bell Rd. (Not Shown)
11. Safeway Food & Drug #1997 (Series 9) – 17049 W. Bell Rd.
12. Walgreens #06806 (Series 10) – 17088 W. Bell Rd
13. The Toast (Series 12) – 17058 W. Bell Rd.

The immediate area is comprised of commercial establishments. The property is zoned C-2 which is consistent with the proposed use.

Commercial and residential growth is expected to remain static.

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



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 6, 2022 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled “Kunz Estates Rural Subdivision” and dated June 28, 2022, a property generally located northwest of Jomax Road and 155th Avenue; Case FS22-0693.

Motion:

I move to approve the Final Plat entitled “Kunz Estates Rural Subdivision” and dated June 28, 2022.

Background:

Jordan Kunz seeks approval of a Final Plat of the subject property.

Objective Analysis:

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

Policy Compliant:

This proposed Final Plat is consistent with the Surprise General Plan 2035 and the Land Development Ordinance.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00-FS22-0693 Your Dreams Our Dreams Final Plat - Staff Report
 2. 01-FS22-0693 Your Dreams Our Dreams Final Plat - Vicinity Map
 3. 02-FS22-0693 Your Dreams Our Dreams Final Plat - Zoning Map
 4. 03-FS22-0693 Your Dreams Our Dreams Final Plat - Final Plat
 5. 04-FS22-0693 Your Dreams Our Dreams Final Plat - Final Plat Exhibit
 6. 05-FS22-0693 Your Dreams Our Dreams Final Plat - Luke Letter
 7. FS22-0693 Your Dreams Our Dreams Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-0693

Project Name: Your Dreams Our Dreams - Final Plat

Council District: 1 - Acacia

City Council Date: September 06, 2022

Planner: Tanner Wessel, Planner I

Owner: Your Dreams Our Dreams LLC

Applicant: Jordan Kunz

Request: Final Plat to subdivide one (1) 4.58 acre (approx.) parcel into four (4) lots

Site Location: Generally located northwest of Jomax Road and 155th Avenue

Site Size: Approximately 4.58 acres

Findings:

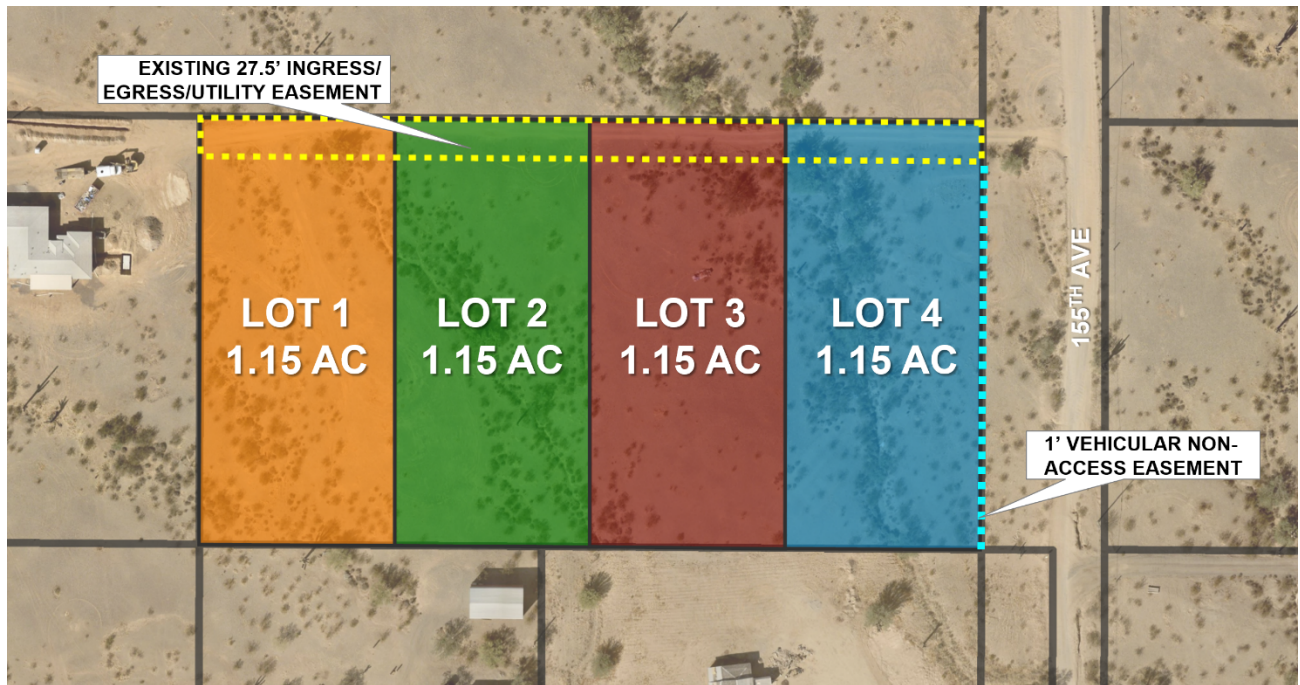
- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Land Development Ordinance.

Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

Jordan Kunz of Your Dreams Our Dreams LLC requests approval of a Final Plat entitled “Kunz Estates Rural Subdivision” dated June 28, 2022. The subject parcel is zoned Rural Residential (RR) and is located approximately 1,300 feet north of Jomax Road and West of 155th Avenue. The proposed Final Plat will subdivide one (1) vacant lot of approximately 4.58 acres into four (4) lots.

A 1-foot Vehicular Non-Access Easement (VNAE) will be located along the eastern boundary of Lot 4. An existing 27.5’ ingress/egress/utility easement is currently located along the northern boundary of the parcel.



The square footage for each parcel is below:

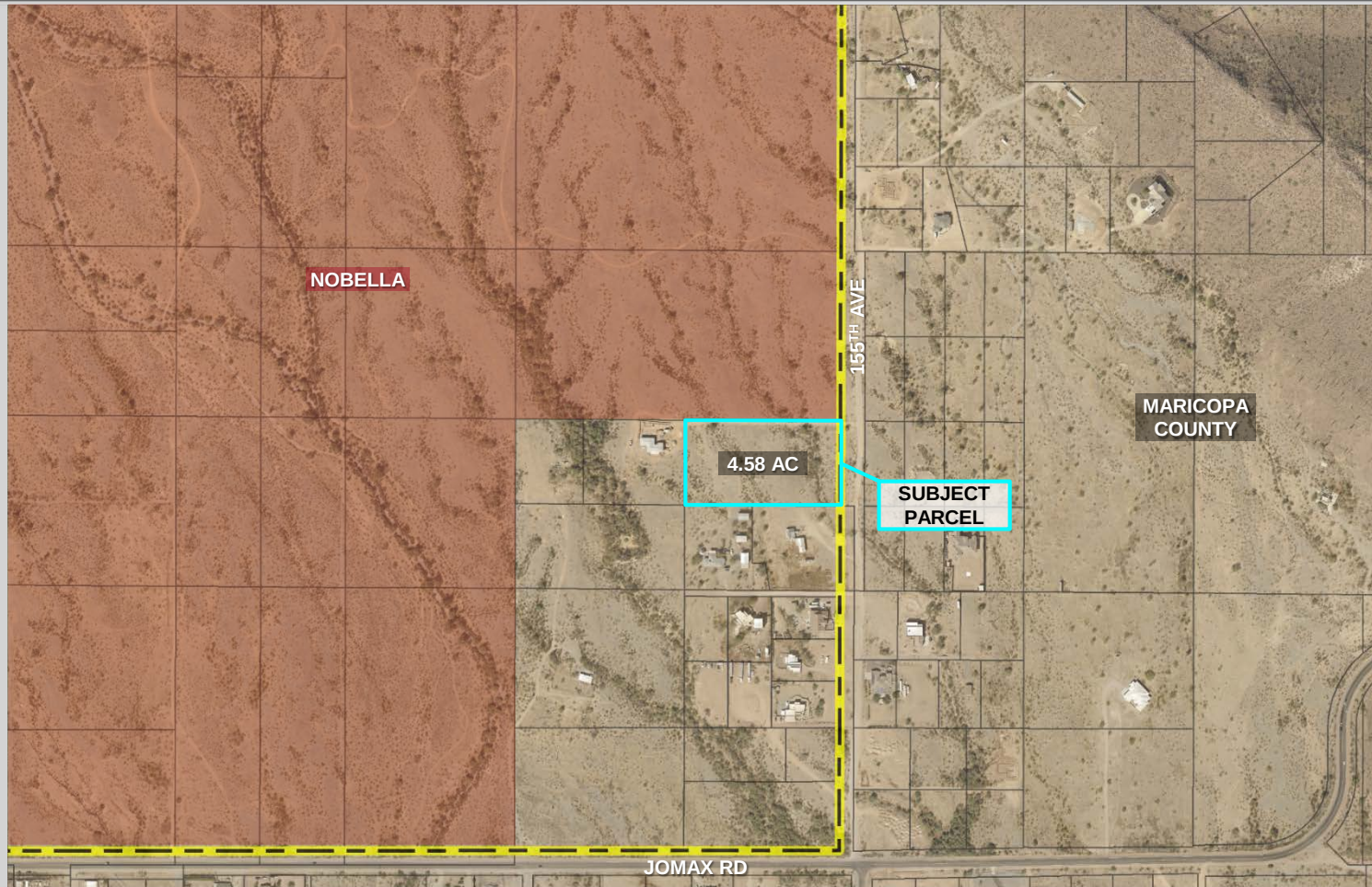
- Lot 1 – 1.15 acres (49,921 square feet)
- Lot 2 – 1.15 acres (49,922 square feet)
- Lot 3 – 1.15 acres (49,922 square feet)
- Lot 4 – 1.15 acres (49,922 square feet)

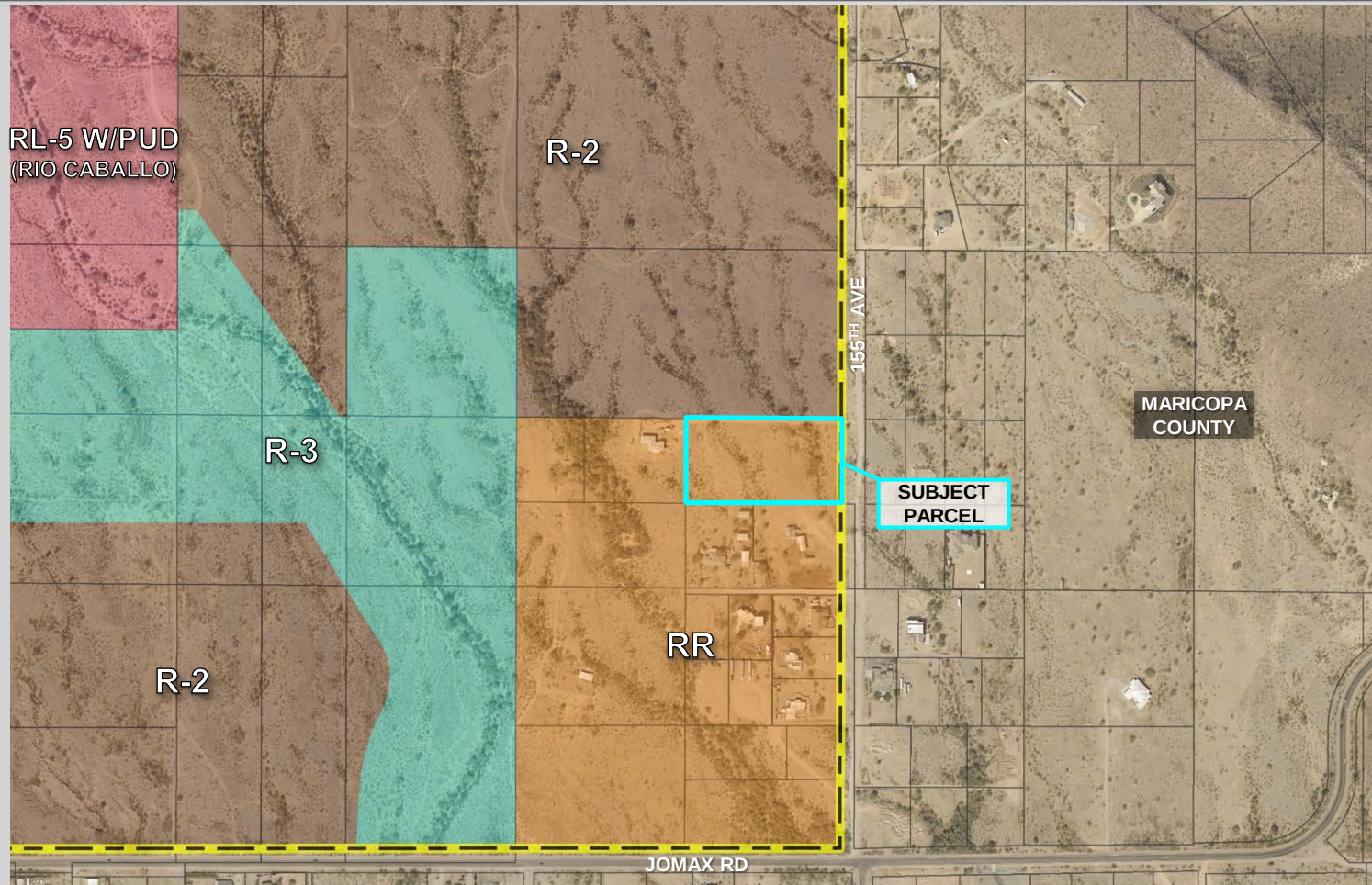
The proposed Final Plat dedicates the following easements:

- Lot 4 – 1' Vehicular Non Access Easement (VNAE) along the eastern boundary of the lot.

Attachments:

01 Vicinity Map
 02 Zoning Map
 03 Final Plat
 04 Plat Exhibit
 05 Luke AFB comments
 PPT





DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS: THAT YOUR DREAMS OUR DREAMS, LLC, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "KUNZ ESTATES" A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "KUNZ ESTATES" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSION OF EACH LOT, AND THAT EACH LOT, SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS, AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING PUBLIC UTILITIES.

NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTABLE BY FORMAL COUNCIL ACTION.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2022.

BY: _____
JORDAN KUNZ, OWNER

BY: _____
SHANELLE KUNZ, OWNER

APPROVALS - FINAL PLAT

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEW AND APPROVED THIS ____ DAY OF _____, 2022 BY THE CITY ENGINEER OF SURPRISE, ARIZONA.2

APPROVED: _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS ____ DAY OF _____, 2022.

ATTEST:

MAYOR DATE

CITY CLERK DATE

ACKNOWLEDGMENT

BEFORE ME THIS ____ DAY OF _____, 2022, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THEMSELVES TO BE THE LEGAL OWNERS OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT YOUR DREAM OUR DREAMS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, EXECUTED THIS INSTRUMENT FOR PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RELEASE OF LIABILITY

YOUR DREAMS OUR DREAMS, LLC., JORDAN KUNZ AND SHANELLE KUNZ, DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF) AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGES SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGES OR INJURY TO PERSON CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

FINAL PLAT OF
KUNZ ESTATES RURAL SUBDIVISION

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA.

PARENT PARCEL LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND

EXCEPT A FRACTIONAL PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY , ARIZONA, MORE COMPLETELY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID SECTION 31; AND

RUNNING THENCE NORTH 00 DEGREES 06 MINUTES 16 SECONDS EAST, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 1065.70 FEET TO THE NORTHEAST CORNER OF "JOMAX RANCHES" SUBDIVISION ;

THENCE NORTH 89 DEGREES 37 MINUTES 48 SECONDS WEST, ALONG THE NORTHERLY LINE OF "JOMAX RANCHES", A DISTANCE OF 325.89 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 37 MINUTES 48 SECONDS WEST, A DISTANCE OF 334.00 FEET TO THE NORTHWEST CORNER OF "JOMAX RANCHES";

THENCE NORTH 00 DEGREES 06 MINUTES 01 SECONDS EAST, A DISTANCE OF 329.96 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;

THENCE SOUTH 89 DEGREES 37 MINUTES 43 SECONDS EAST, A DISTANCE OF 264.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 01 SECONDS WEST, A DISTANCE OF 224.95 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 10 DEGREES 39 MINUTES 02 SECONDS EAST, A DISTANCE OF 107.21 TO THE TRUE POINT OF BEGINNING; AND

EXCEPT ALL COAL AND OTHER MINERALS, AS RESERVED BY THE UNITED STATES IN PATENT TO SAID LAND.

LOT 1 - LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MERIDIAN COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, BEING MARKED BY A BRASS CAP IN HAND HOLE, LYING SOUTH 00°06'16" WEST 2385.48 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 31, BEING MARKED BY A G.L.O. BRASS CAP;

THENCE NORTH 00°06'16" EAST (BASIS OF BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, 1395.53 FEET;

THENCE NORTH 89°37'23" WEST, 508.69 FEET TO A 1/2" REBAR LS #41076 AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°37'23" WEST, 151.22 FEET TO A 1/2" REBAR LS #41076;

THENCE NORTH 00°06'14" EAST, 330.12 FEET TO A FOUND PIPE LS #21381;

THENCE SOUTH 89°37'23" EAST, 151.22 FEET TO A 1/2" REBAR LS #41076;

THENCE SOUTH 00°06'16" WEST, 330.12 FEET TO THE POINT OF BEGINNING.

LOT 2 - LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MERIDIAN COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, BEING MARKED BY A BRASS CAP IN HAND HOLE, LYING SOUTH 00°06'16" WEST 2385.48 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 31, BEING MARKED BY A G.L.O. BRASS CAP;

THENCE NORTH 00°06'16" EAST (BASIS OF BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, 1395.53 FEET;

THENCE NORTH 89°37'23" WEST, 357.46 FEET TO A 1/2" REBAR LS #41076 AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°37'23" WEST, 151.23 FEET TO A 1/2" REBAR LS #41076;

THENCE NORTH 00°06'16" EAST, 330.12 FEET TO A 1/2" REBAR LS #41076;

THENCE SOUTH 89°37'23" EAST, 151.23 FEET TO A 1/2" REBAR LS #41076;

THENCE SOUTH 00°06'16" WEST, 330.12 FEET TO THE POINT OF BEGINNING.

LOT 3 - LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MERIDIAN COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, BEING MARKED BY A BRASS CAP IN HAND HOLE, LYING SOUTH 00°06'16" WEST 2385.48 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 31, BEING MARKED BY A G.L.O. BRASS CAP;

THENCE NORTH 00°06'16" EAST (BASIS OF BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, 1395.53 FEET;

THENCE NORTH 89°37'23" WEST, 206.23 FEET TO A 1/2" REBAR LS #41076 AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°37'23" WEST, 151.23 FEET TO A 1/2" REBAR LS #41076;

THENCE NORTH 00°06'16" EAST, 330.12 FEET TO A 1/2" REBAR LS #41076;

THENCE SOUTH 89°37'23" EAST, 151.23 FEET TO A 1/2" REBAR LS #41076;

THENCE SOUTH 00°06'16" WEST, 330.12 FEET TO THE POINT OF BEGINNING.

LOT 4 - LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MERIDIAN COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, BEING MARKED BY A BRASS CAP IN HAND HOLE, LYING SOUTH 00°06'16" WEST 2385.48 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 31, BEING MARKED BY A G.L.O. BRASS CAP;

THENCE NORTH 00°06'16" EAST (BASIS OF BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, 1395.53 FEET;

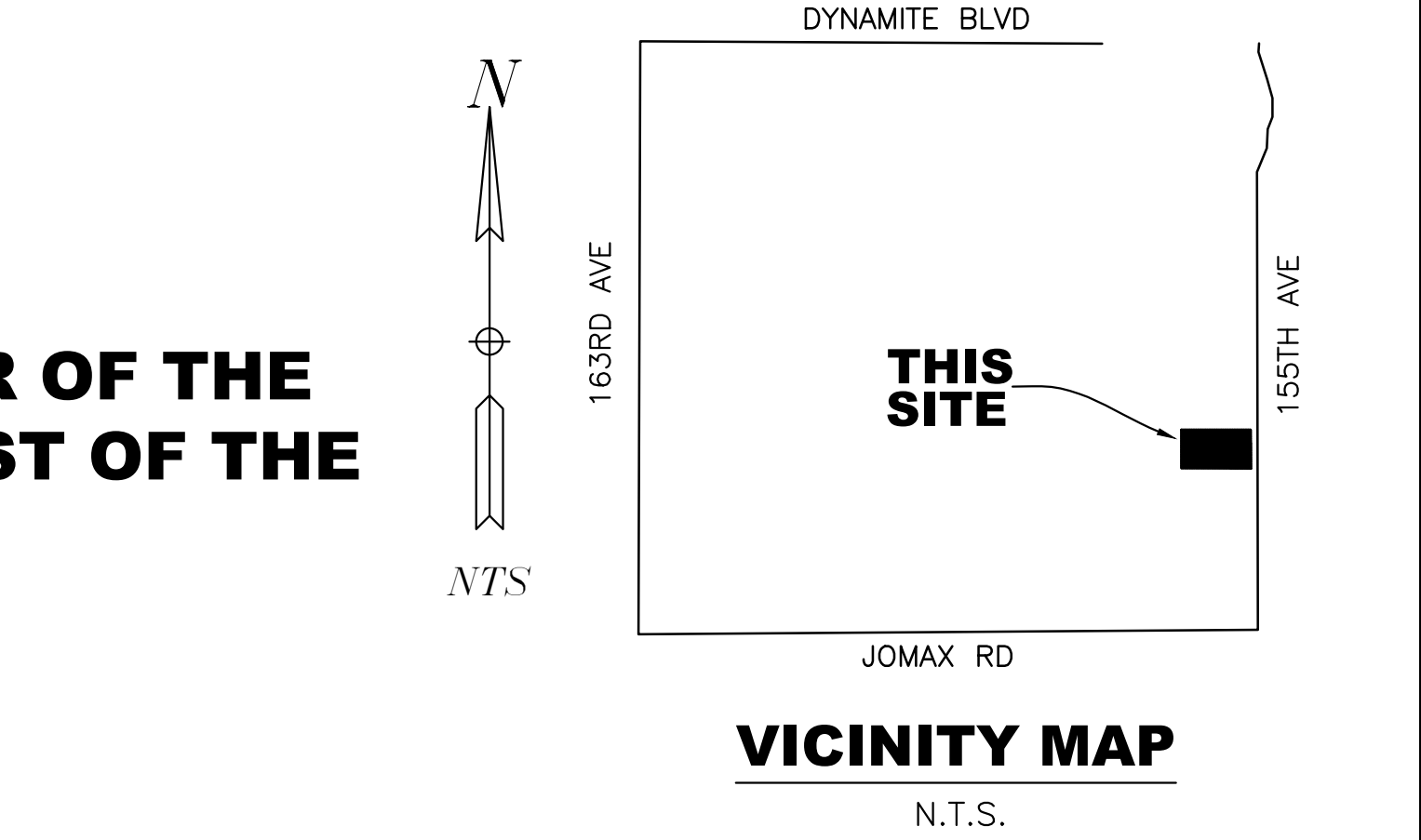
THENCE NORTH 89°37'23" WEST, 55.00 FEET TO A 1/2" REBAR LS #41076 AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°37'23" WEST, 151.23 FEET TO A 1/2" REBAR LS #41076;

THENCE NORTH 00°06'16" EAST, 330.12 FEET TO A 1/2" REBAR LS #41076;

THENCE SOUTH 89°37'23" EAST, 151.23 FEET TO A 1/2" REBAR LS #41076;

THENCE SOUTH 00°06'16" WEST, 330.12 FEET TO THE POINT OF BEGINNING.



OWNER

YOUR DREAMS OUR DREAMS LLC
PO BOX 8043 SURPRISE AZ 85374

SITE DATA

APN: 503-52-137
ZONING: RURAL RESIDENTIAL (RR)

ZONE DISTRICT:

THE LOTS REPRESENTED IN THIS FINAL PLAT, ARE IN ZONING DISTRICT RURAL RESIDENTIAL, ZONE, AND MEET THE MINIMUM REQUIREMENTS OF THE ZONING DISTRICT.

TOTAL AREA = 199,687 SF
4.584 AC

LOT 1 AREA = 49,921 SF
1.146 AC

EXISTING ZONING

RURAL RESIDENTIAL (RR)

GENERAL NOTES

1. IN ACCORDANCE WITH ARS S 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
2. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
3. THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.
4. THE OWNER OR SUBSEQUENT OWNERS OF ANY EXISTING OR FUTURE WELLS ON THE LAND DESCRIBED IN THIS PLAT SHALL BE REQUIRED TO SIGN A WELL IMPACT WAIVER(S) WITH THE CITY OF SURPRISE.
5. THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

CERTIFICATION:

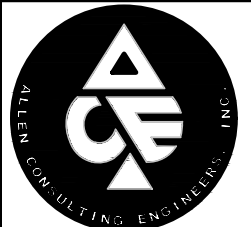
I, ANTHONY N. ZAUGG, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS FINAL PLAT, CONSISTING OF 2 SHEET(S), CORRECTLY REPRESENTS A SURVEY DONE UNDER MY SUPERVISION DURING THE MONTH OF APRIL 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN OR WILL BE SET; THAT THEIR POSITIONS ARE CORRECT AND ACCURATE AS SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ANTHONY N. ZAUGG DATE .
LS #41076

NOTE: PER ARS 32-151 THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS THAT ARE THE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.



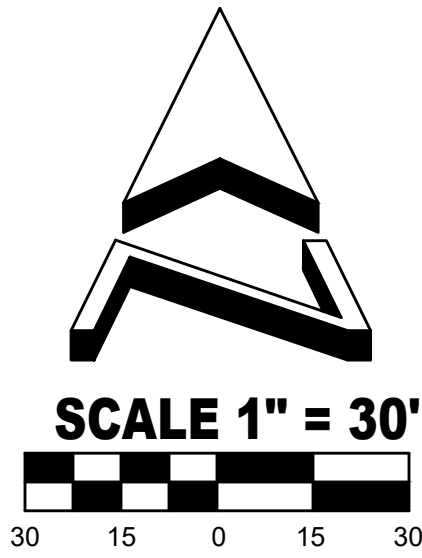
DATE
▲ ▲ ▲ ▲



ALLEN CONSULTING ENGINEERS, INC.

4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 644-1666
E-MAIL: ace@allenconsultengr.com

KUNZ ESTATES FINAL PLAT RURAL SUBDIVISION SURPRISE, ARIZONA			
JOB NUMBER	96483	SHEET	1 OF 2
DRAWING	PLAT SHT 1		
DRAFTSMAN	CHECKED BY	DATE	06-28-2022



LEGEND

- BRASS CAP
- ▲ FOUND 1/2" REBAR
- FOUND 1" PIPE
- SET 1/2" REBAR LS#41076
- POB POINT OF BEGINNING

APN: 503-52-024L
TITLEY
JEFFREY/MARKOWSKI
ROBERTA

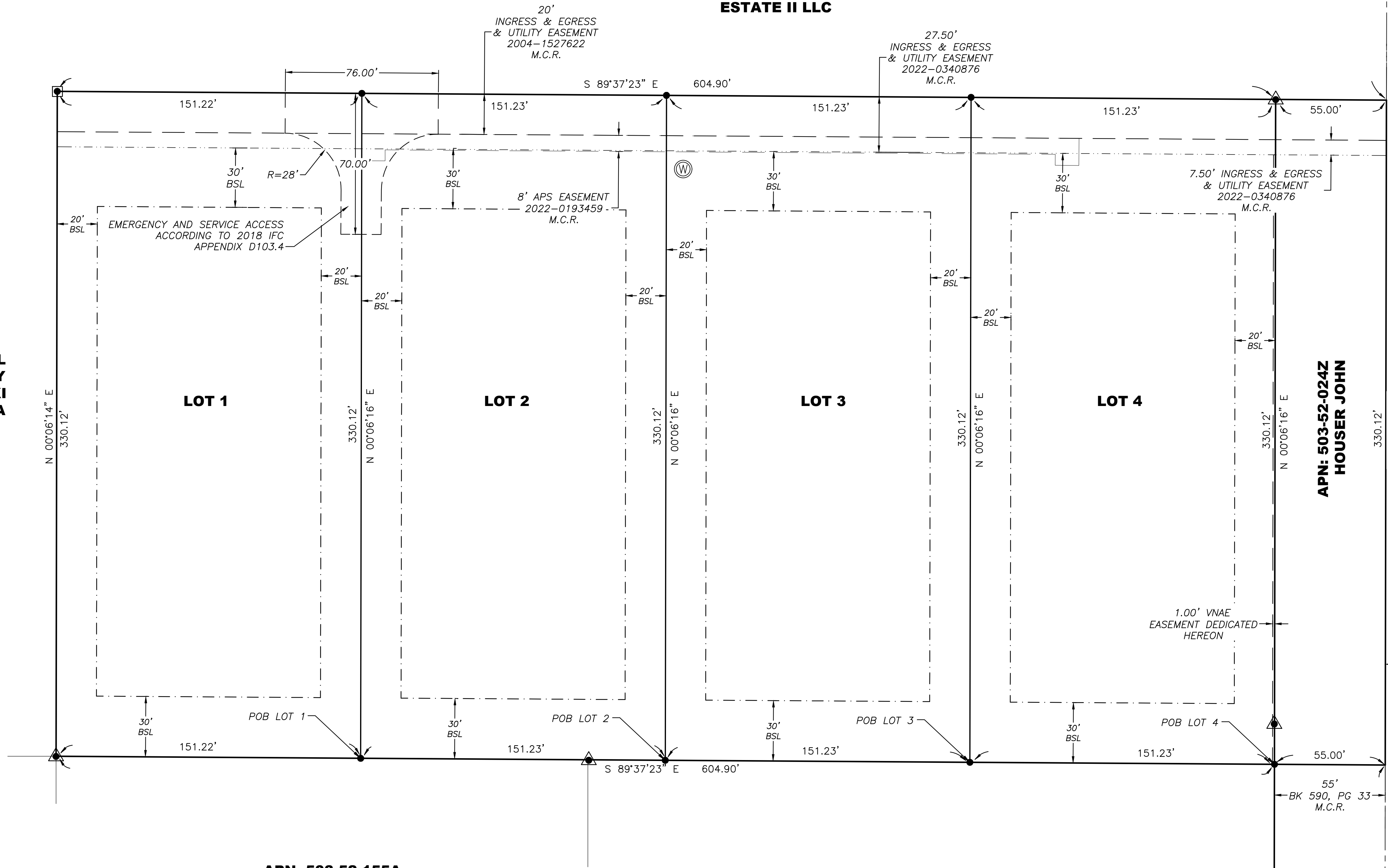
APN: 503-52-024K
BIG BLUE LLC

APN: 503-52-155A
SHIPLEY KENNETH
O/SHANNON K

APN: 503-52-156A
GARCIA LAZARO
PEDROZA

APN: 503-52-024Z
HOUSER JOHN

APN: 503-52-015B
SHEMER REAL
ESTATE II LLC

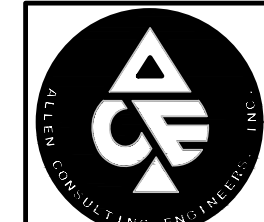


FOUND G.L.O. BRASS CAP IN HAND HOLE
EAST QUARTER CORNER SECTION 31,
T-5-N, R-1-W,
M.C.R.

FOUND BRASS CAP IN HAND HOLE
SOUTHEAST CORNER SECTION 31,
T-5-N, R-1-W,
M.C.R.

REFERENCE DOCUMENTS

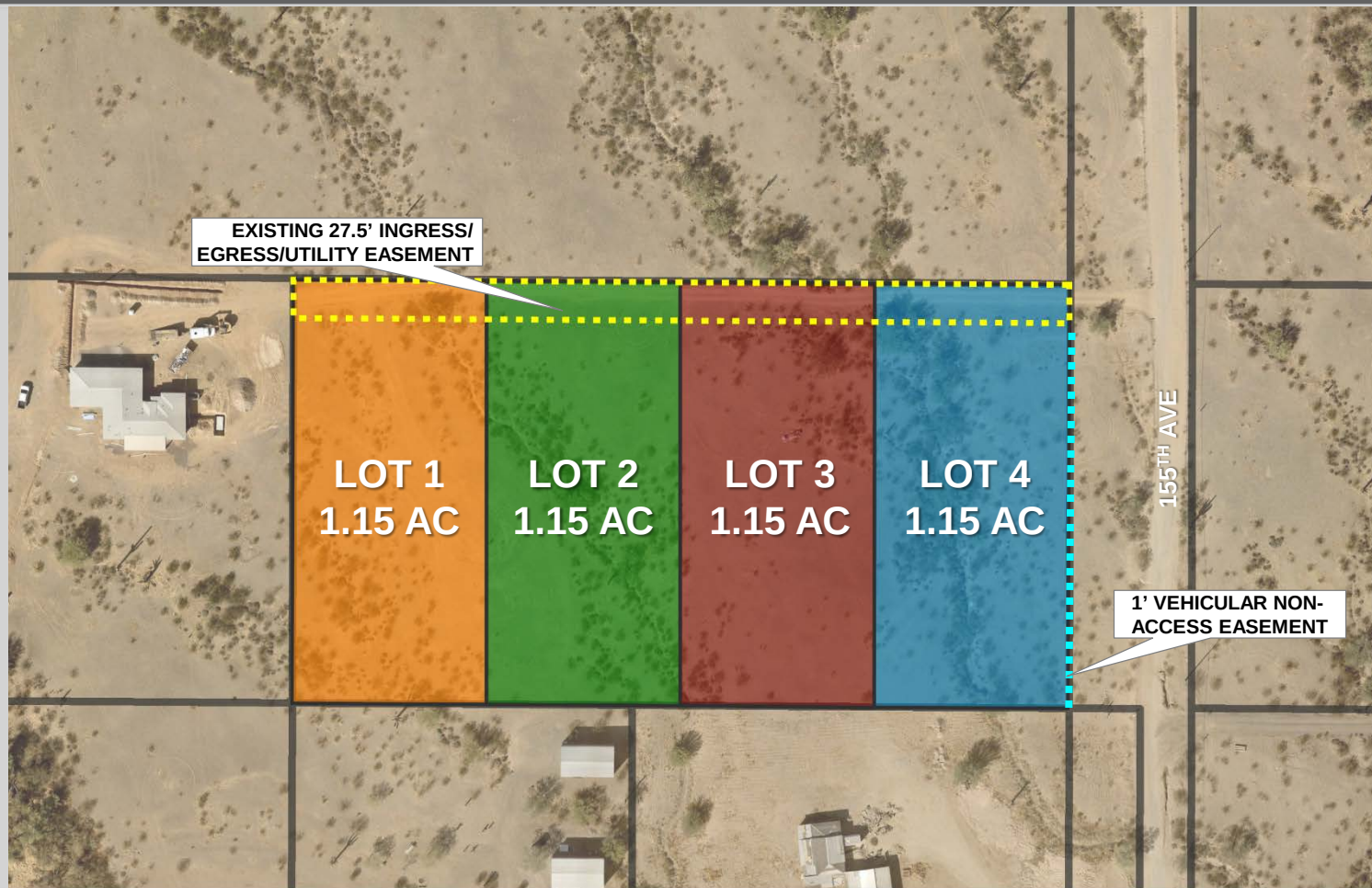
1. WARRANTY DEED #2020-0631797
2. WARRANTY DEED #2005-0936320
3. BOOK 590 OF MAPS, PAGE 33, M.C.R.



ALLEN
CONSULTING
ENGINEERS, INC. 4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1886
E-MAIL: ace@allenconsultengr.com

KUNZ ESTATES FINAL PLAT
RURAL SUBDIVISION
SURPRISE, ARIZONA

JOB NUMBER	96483	SHEET	2	OF	2
DRAWING	PLAT SHT2	CHECKED BY		DATE	06-28-2022
DRAFTSMAN					



From: [JAMES, MARK C GS-12 USAF AETC 56 FW/CVE](#)
To: [Tierney Farago](#)
Cc: [56 FW/CIT Community Initiative](#)
Subject: FW: [URL Verdict: Neutral][Non-DoD Source] FS22-0693 Your Dreams Our Dreams - New Digital Submittal
Date: Thursday, May 26, 2022 10:37:41 AM
Attachments: [FS22-0693 Development Review Application Jordan Kunz.pdf](#)
[FS22-0693 FINAL PLAT SET - 05092022 Jordan Kunz.pdf](#)
[FS22-0693 Project Narrative Jordan Kunz.pdf](#)
[smime.p7s](#)
[ATT00001.txt](#)
[ATT00002.htm](#)

Tierney,

Thank you for the opportunity to provide comments on the final plat for Your Dreams Our Dreams. The site sits on approximately 4.5 acres of vacant land and is located approximately 4.3 miles outside the Aux-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461. In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. The proposal for the property as stated in the narrative is outside the GDC area and therefore *will not have a negative impact on Luke AFB flight operations.*

Since the site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day. If this development is approved, we recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential residents about Luke AFB operations.

Respectfully,

Mark James

Planning Manager, Community Initiatives Team
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>

Sent: Thursday, May 12, 2022 4:55 PM

To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Maricopa) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza - MAG <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bob Woodring - TEMPX <Bob.Woodring@mail.maricopa.gov>; Chris Cain - MWD <chrisc@mwdaz.com>; Debbie Trasancos - MWD <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS

<lbeth.L.Roman@usps.gov>; Jerome Choy - ADOT <jchoy@azdot.gov>; Kerre - Nadaburg <klaabs@nadaburgsd.org>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay O'Neill, AICP, CFM <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Peter Hughes - FCDX <PeterHughes@mail.maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>

Subject: [URL Verdict: Neutral][Non-DoD Source] FS22-0693 Your Dreams Our Dreams - New Digital Submittal

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Lorraine Nevarez

Planning Project Coordinator
City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov

623.222.3154 t

623.222.3001 f

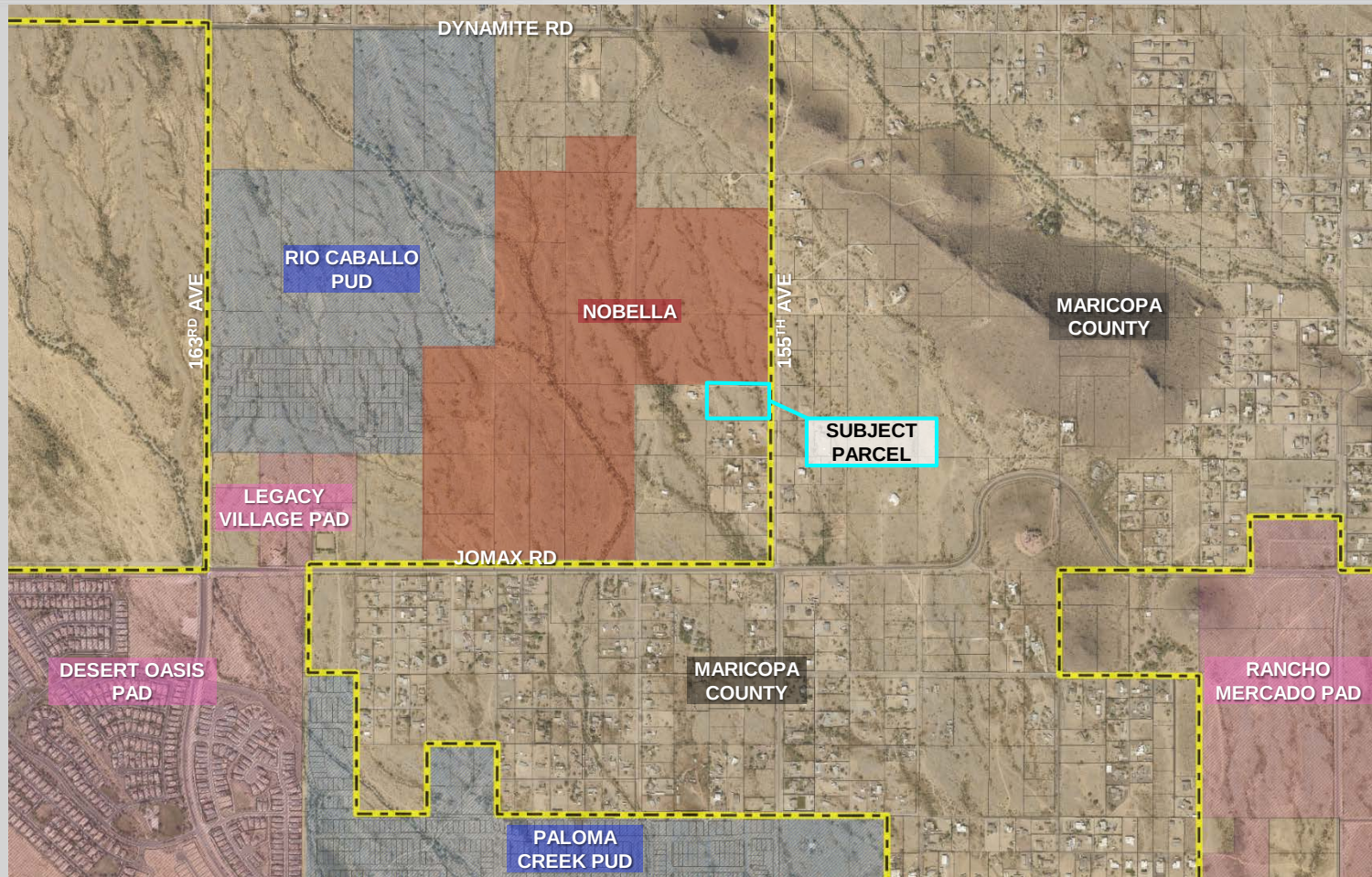
This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
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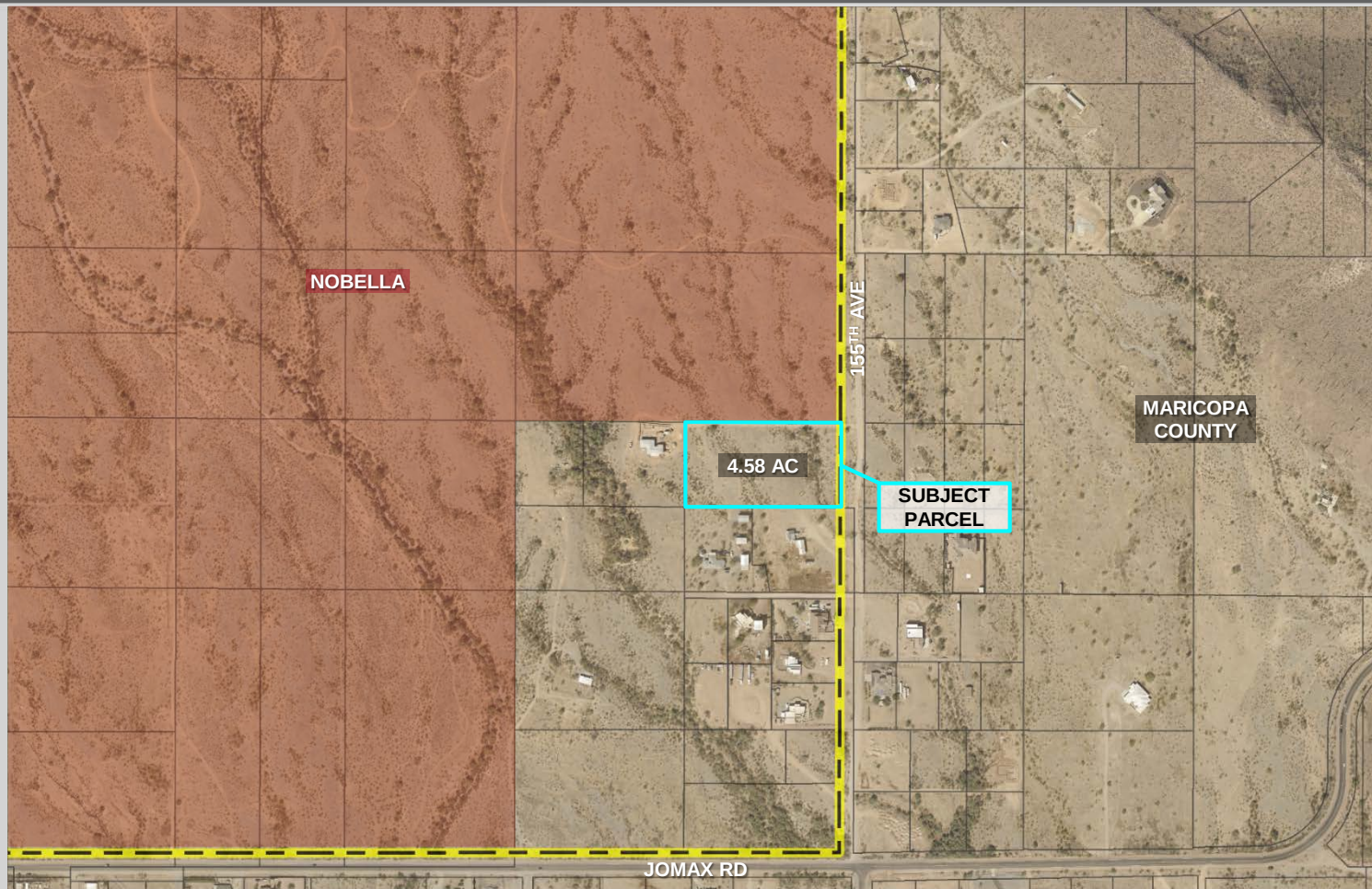


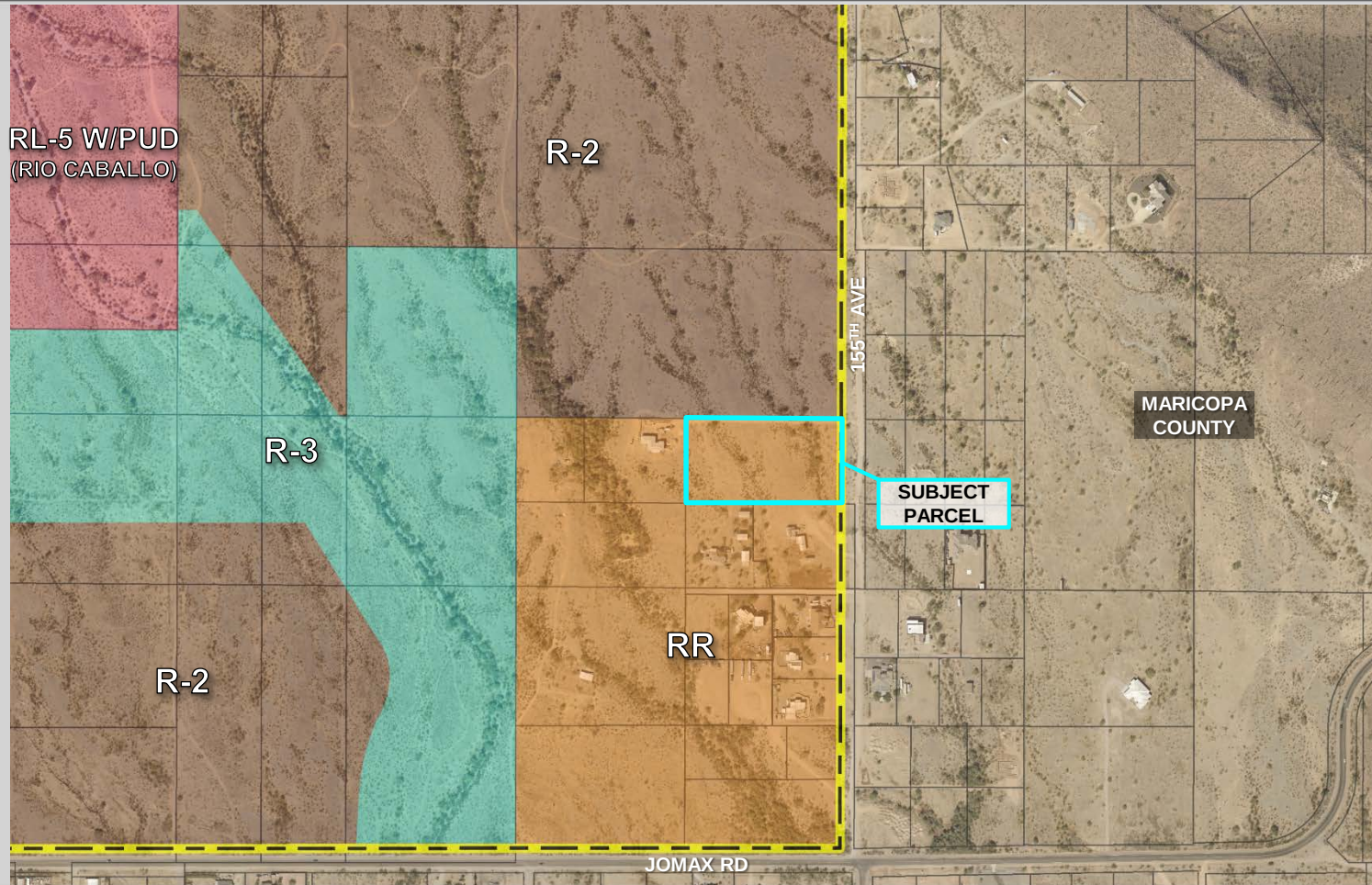
FS22-0693

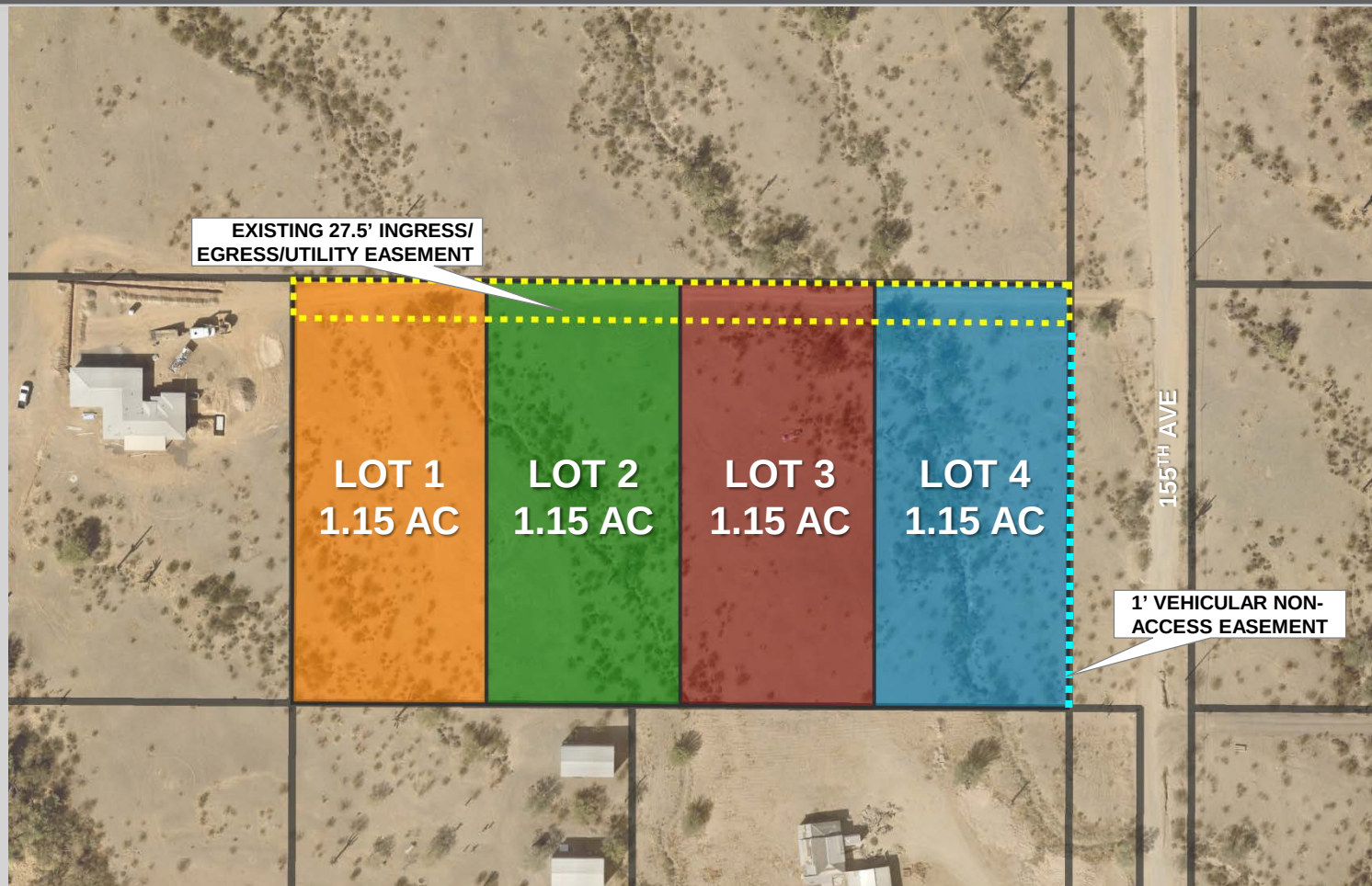
Your Dreams Our Dreams – Final Plat

City Council
September 06, 2022











LEGEND

- BRASS CAP
 - ▲ FOUND 1/4" NEMA
 - FOUND 1" PIPE
 - SET 1/2" NEMA L5#41070
- FOR POINT OF BEGINNING

APN: 503-52-024L
TITILE
JEFFREY MARKOWSKI
ROBERTA

APN: 503-52-024K
BIG BLUE LLC

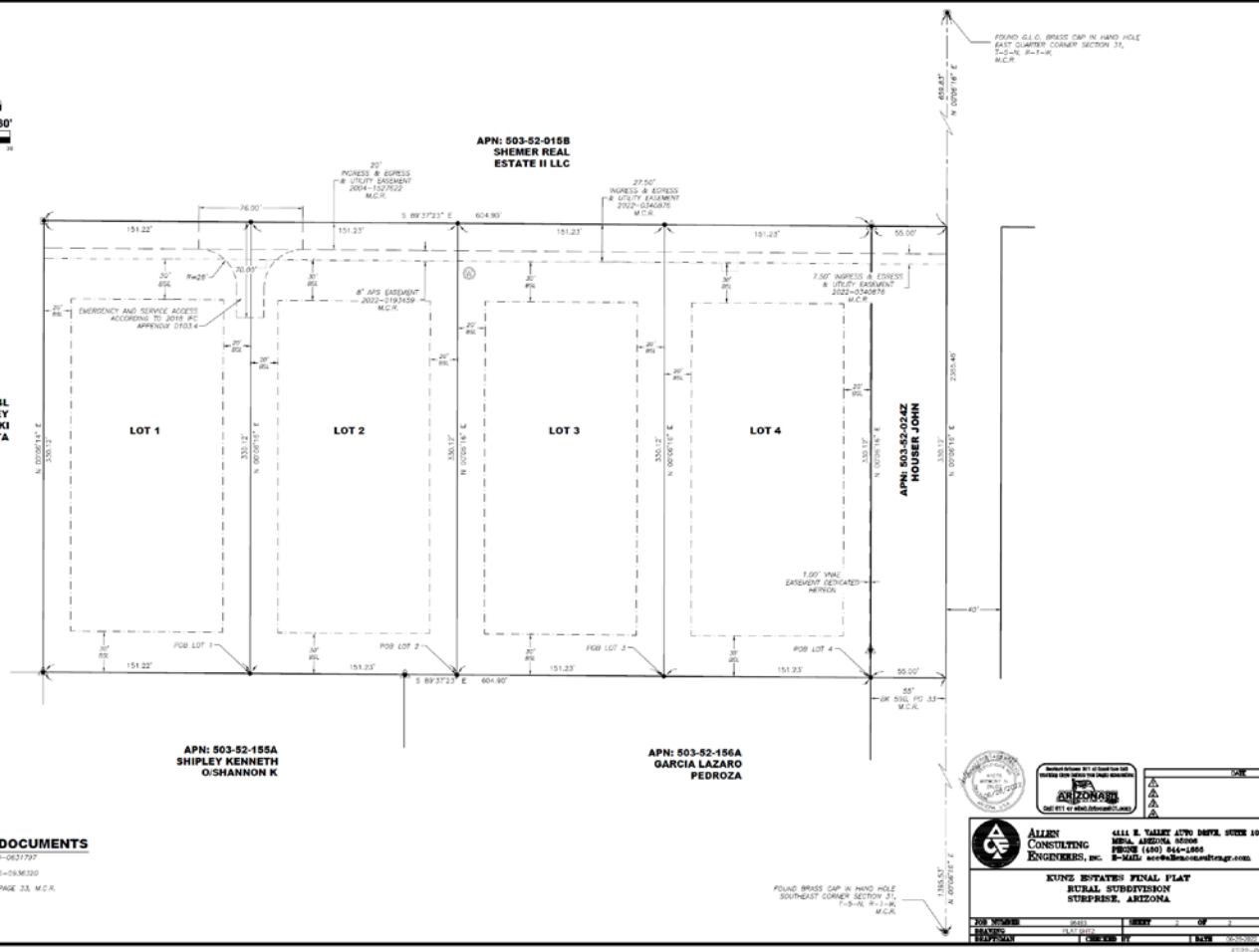
APN: 503-52-155A
SHIPLEY KENNETH
O'SHANNON K

APN: 503-52-156A
GARCIA LAZARO
PEDROZA

REFERENCE DOCUMENTS

1. WARRANTY DEED #2020-0537797
2. WARRANTY DEED #2005-0536330
3. BOOK 590 OF MAPS, PAGE 23, M.C.A.

APN: 503-52-0158
SHEMER REAL
ESTATE II LLC



ALLI & TAYLOR ATTORNEY AT LAW
4411 N. TULARE AVE. SUITE 100
MESA, ARIZONA 85205
PHONE (480) 844-6885
E-MAIL: kevin@allietaylor.com



KEVIN R. TAYLOR
RURAL SUBDIVISION
SURPRISE, ARIZONA

DATE	10/10/2020	BY	KEVIN R. TAYLOR
DATE	10/10/2020	BY	KEVIN R. TAYLOR

FINAL PLAT



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 6, 2022 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to acceptance of a Sewer Line Easement from Kent Xander and Wittrock Land 4 LLC, near San Ysidro and 156th Avenue.

Motion:

I move to accept the Sewer Line Easement from Kent Xander and Wittrock Land 4 LLC.

Background:

Kent Xander and Wittrock Land 4 LLC, owners of Bonita Place, would like to grant a sewer line easement to the City of Surprise. The easement will give Dande Development, the adjacent owner, access through Bonita Place to connect to the existing sewer line in San Ysidro Road. The granting of the easement will allow the Dande Development property to move forward with development when they are ready, without relying on Bonita Place to develop.

Objective Analysis:

Approval of this item will allow future development to connect to the City's sewer to provide services to those properties.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the sewer line is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Bonita Place Sewer Line Easement Document
 2. Bonita Place Sewer Line Easement Map
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

SEWER LINE EASEMENT

This Sewer Line Easement (the "Easement") Agreement is executed this ____ day of September, 2022, by and between Kent A. Xander, a married man as his sole and separate property, as to an undivided 50% interest and Wittrock Land 4, LLC, an Arizona limited liability company, as to an undivided 50% interest, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Deed # 2021-1335686, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive sewer line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".
- C. NOW, THEREFORE, for and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:
 - a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the sewer line for installation and maintenance of a sewer line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Sewer Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said sewer line.
 - b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold the Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to

the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

- c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.
- d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.
- e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.
- f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.
- g. Miscellaneous. Headings in this Sewer Line Easement are for convenience only and shall not define or limit the provision hereof. This Sewer Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Sewer Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Sewer Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

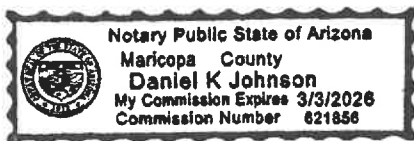
WITTROCK LAND 4, LLC, an Arizona
limited liability company

By: Wittrock Investments, LLC, an Oklahoma
limited liability company, its Member

By: [Signature]
Name: John Wittrock
Title: Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of August, 2022,
by John Wittrock, known by me as Manager of WITTROCK INVESTMENTS, LLC, an
Oklahoma limited liability company, as Member of WITTROCK LAND 4, LLC, an Arizona
limited liability company.



[Signature]
Notary Public

My Commission Expires:

3/3/2026

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

 Skip Hall
Its: Mayor

Attest:

Sherry Aguilar, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by _____, known by me as the Mayor of the City of
Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:



Exhibit "A"
Easement Area

Job No. 21-0184

August 10, 2022

A SEWER EASEMENT WITHIN A PARCEL OF LAND BEING DESCRIBED IN DOCUMENT 2021-1335686 MARICOPA COUNTY RECORDERS (MCR) LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7 AND THE EAST 3.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS POSSIBLE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7, BEING AN ALUMINUM CAP WITH RLS 36562, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 7, BEING A BRASS CAP FLUSH, BEARS SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, A DISTANCE OF 2638.25 FEET (**BASIS OF BEARING**);

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, A DISTANCE OF 1318.72 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, NORTH 89 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 657.05 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, NORTH 89 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE ALONG A LINE PARRALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER, NORTH 00 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 659.29 FEET;

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2021\21-0184\Land Survey\Legals\21-0184 San Ysidro - Sewer Easement\21-0184 Sewer Easement - Legal Description.docx



THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 44 MINUTES 39 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF 659.29 FEET TO THE **POINT OF BEGINNING.**

SAID SEWER EASEMENT CONTAINS AN AREA OF 13,186 SQUARE FEET OR .3027 ACRES, MORE OR LESS.



EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2021\21-0184\Land Survey\Legals\21-0184 San Ysidro - Sewer Easement\21-0184 Sewer Easement - Legal Description.docx

EXHIBIT "B"

Aug 10, 2022 12:46pm S:\Projects\2021\21-0184\Land Survey\Legals\21-0184 Sewer Easement - Layout.dwg

APN 503-56-025

APN 503-56-023

APN 503-56-022

FND ALUMINUM CAP
"RLS 36562 2007" AT THE
NE COR SEC 7, T4N, R1W
(POINT OF COMMENCEMENT)

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°44'19"W	20.00'
L2	N00°11'14"W	659.29'
L3	S89°44'39"E	20.00'
L4	S00°11'14"E	659.29'

SEWER EASEMENT AREA
13,186 SQUARE FEET OR
0.3027 ACRES

POINT OF BEGINNING
(TIE LINE)
657.05'
N89°44'19"W

1318.72'

1319.53'

(BASIS OF BEARINGS)
S0°12'49"E 2638.25'

EAST LINE OF THE NE 1/4 SEC 7, T4N, R1W

REEMS ROAD

FND BRASS CAP FLUSH
AT THE E 1/4 COR
SEC 7, T4N, R1W



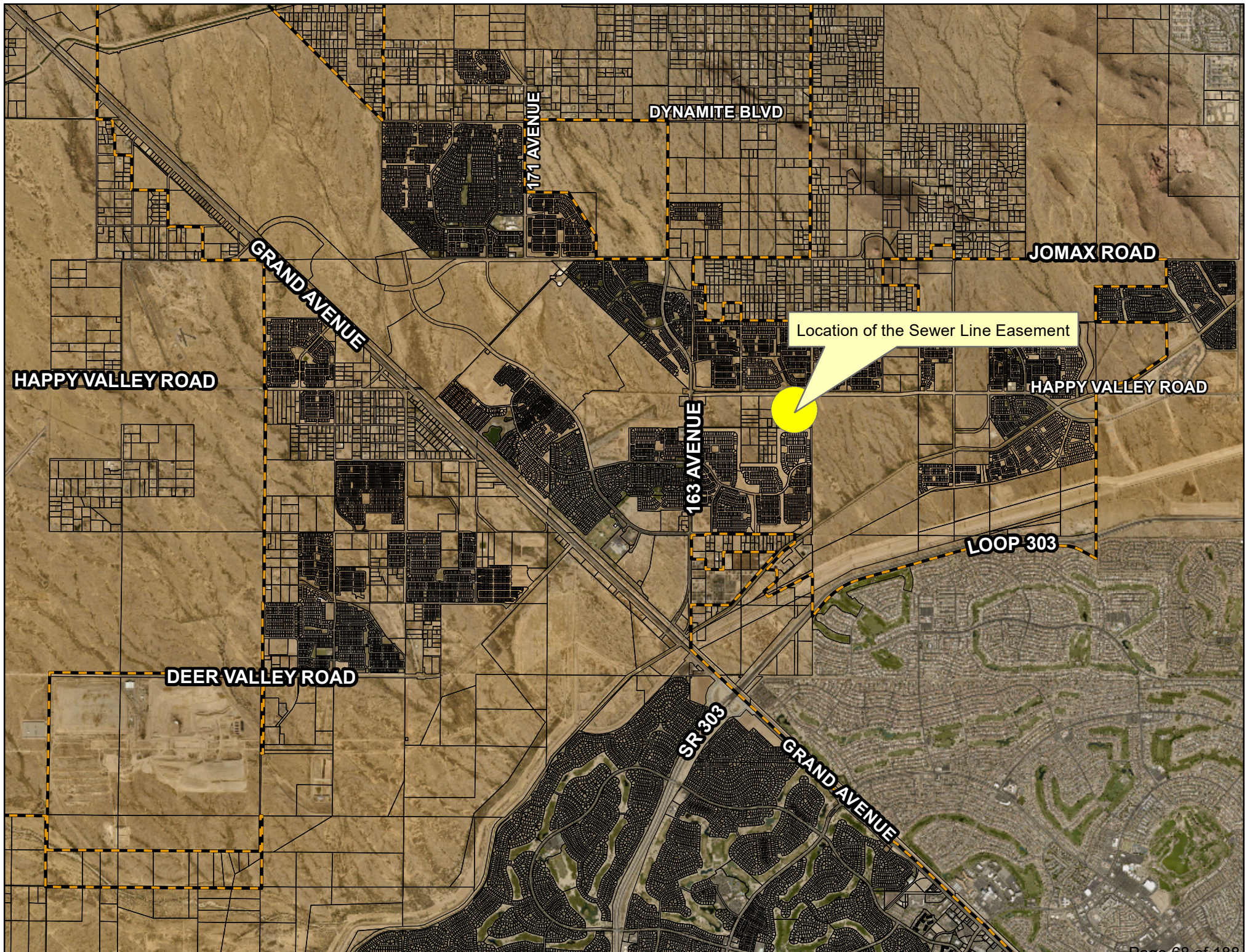
50 0 100
scale feet

21-0184

SEWER EASEMENT DEPICTION



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 6, 2022

Contact Person: Donna Meuse, Human Resources
Director

Submitting Department: Human Resources

District: Internal

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to amending the compensation eligibility for Presiding Judge Louis Dominguez; Resolution #2022-89.

Motion:

I move to approve Resolution #2022-89.

Background:

At the June 15, 2021 City Council meeting, Resolution #2021-46 was approved and adopted re-appointing Presiding Judge Louis Frank Dominguez. The Resolution also determined compensation for the Presiding Judge coinciding with City Code. In an effort to maintain competitive wages over the duration of the appointment and compensate the Presiding Judge in the same manner as other appointed officials, Resolution #2022-89 will allow the Presiding Judge to receive merit pay automatically, if approved by City Council, without the completion of a performance review, and therefore without regard to performance in compliance with City Code section 30-7.

Objective Analysis:

This Resolution clarifies pay practices for the appointed Presiding Judge in compliance with City Code section 30-7.

Policy Compliant:

This Resolution is compliant with City Code and City policies related to compensation.

Financial Impact:

This item will allow the appointed Presiding Judge to receive merit pay automatically, if approved by City Council. For FY2023, this increase is approximately \$15,500.

Budget Impact:

The FY2023 personnel budget in the City Court general fund can absorb the proposed increase.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. 22.08.25 Resolution 2022-89_Final
-

RESOLUTION # 2022-89

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING RESOLUTION # 2021-46, SECTION 2.(a), AS IT RELATES TO THE COMPENSATION OF PRESIDING JUDGE LOUIS FRANK DOMINGUEZ.

WHEREAS, Chapter 30 of the Surprise Municipal Code provides, among other things, that the City Council shall set the compensation for Surprise Municipal Court judges;

WHEREAS, Resolution # 2021-46 regarding the reappointment and current compensation of Presiding Judge Louis Frank Dominguez was approved and adopted by City Council on June 15, 2021;

WHEREAS, said Resolution expressly excepted merit or performance increases from being included in any salary adjustments afforded the presiding judge;

WHEREAS, pursuant to the Surprise Municipal Code, City Council has the discretion to allow adjustments, which are applied to employees city-wide, including merit and performance increases, to the presiding judge's salary so long as the City Council does not engage in a performance evaluation of the presiding judge as a prerequisite to said adjustments; and

WHEREAS, City Council has determined that it is equitable that the presiding judge receive comparable merit or performance salary adjustments generally afforded the majority of City of Surprise non-classified employees.

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

Section 1. Resolution #2022-46, Section 2.(a), is hereby amended to read as follows:

- (a) Salary: \$204, 652.51 Dollars annually (\$7,871.25) bi-weekly. Per City Code, this salary shall automatically be amended to reflect any salary adjustments that are generally provided or required by the City's compensation policies to all employees such as cost of living adjustments, merit or performance increases, or other discretionary pay as approved by City Council. Merit or performance pay adjustments shall not require an evaluation of the presiding judge's performance.

Section 2. The presiding judge shall receive and be compensated for the merit increase approved in the Fiscal Year 2023 Budget adopted June 7, 2022.

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 6, 2022

Contact Person: Donna Meuse, Human Resources
Director

Submitting Department: Human Resources

District: Internal

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to amending the compensation eligibility for Associate Judge Catherine Gaudgreau; Resolution #2022-90.

Motion:

I move to approve Resolution #2022-89.

Background:

At the June 15, 2021 City Council meeting, Resolution #2021-47 was approved and adopted re-appointing Associate Judge Catherine Ann Gaudreau. The Resolution also determined compensation for the Associate Judge coinciding with City Code. In an effort to maintain competitive wages over the duration of the appointment and compensate the Associate Judge in the same manner as other appointed officials, Resolution #2022-89 will allow the Associate Judge to receive merit pay automatically, if approved by City Council, without the completion of a performance review, and therefore without regard to performance in compliance with City Code section 30-7.

Objective Analysis:

This Resolution clarifies pay practices for the appointed Associate Judge in compliance with City Code section 30-7.

Policy Compliant:

This Resolution is compliant with City Code and City policies related to compensation.

Financial Impact:

This item will allow the appointed Associate Judge to receive merit pay automatically, if approved by City Council. For FY2023, this increase is approximately \$14,200.

Budget Impact:

The FY2023 personnel budget in the City Court general fund can absorb the proposed increase.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. 22.08.25 Resolution 2022-90_Final
-

RESOLUTION # 2022-90

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING RESOLUTION # 2021-47, SECTION 2.(a), AS IT RELATES TO THE COMPENSATION OF ASSOCIATE JUDGE CATHERINE ANN GAUDREAU.

WHEREAS, Chapter 30 of the Surprise Municipal Code provides, among other things, that the City Council shall set the compensation for Surprise Municipal Court judges;

WHEREAS, Resolution # 2021-47 regarding the reappointment and current compensation of Associate Judge Catherine Ann Gaudreau was approved and adopted by City Council on June 15, 2021;

WHEREAS, said Resolution expressly excepted merit or performance increases from being included in any salary adjustments afforded the associate judge;

WHEREAS, pursuant to the Surprise Municipal Code, City Council has the discretion to allow adjustments, which are applied to employees city-wide, including merit and performance increases, to the associate judge's salary so long as the City Council does not engage in a performance evaluation of the associate judge as a prerequisite to said adjustments; and

WHEREAS, City Council has determined that it is equitable that the associate judge receive comparable merit or performance salary adjustments afforded the majority of City of Surprise non-classified employees.

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

Section 1. Resolution #2022-47, Section 2.(a), is hereby amended to read as follows:

- (a) Salary: \$186, 803.40 Dollars annually (\$7,184.75) bi-weekly. Per City Code, this salary shall automatically be amended to reflect any salary adjustments that are generally provided or required by the City's compensation policies to all employees such as cost of living adjustments, merit or performance increases, or other discretionary pay as approved by City Council. Merit or performance pay adjustments shall not require an evaluation of the associate judge's performance.

Section 2. The associate judge shall receive and be compensated for the merit increase approved in the Fiscal Year 2023 Budget adopted June 7, 2022.

APPROVED AND ADOPTED this ____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 6, 2022 Contact Person:
Submitting Department: Economic Development District: Citywide
Staff Recommendations: None

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

Consideration and action pertaining to approval of the Agreement Between the Greater Phoenix Economic Council and the City of Surprise for participation and support of regional economic development programs, in the amount of \$73,313 for Fiscal Year 2023.

Motion:

I move to approve the Agreement Between the Greater Phoenix Economic Council and the City of Surprise.

Background:

The Greater Phoenix Economic Council (GPEC) is a public-private partnership founded in 1989 to leverage resources to attract and grow business to Greater Phoenix. Their goal is to develop a high-performance economy by attracting high-quality investments and jobs. The annual agreement with GPEC provides Surprise with the opportunity to partner with GPEC to attract quality jobs to the community, to receive marketing services that reach a targeted national and international industry and site selection audience, and to engage with local industry leaders in initiatives to enhance the overall regional competitiveness. Surprise is an inaugural community member of GPEC and has been a member since 1990.

Objective Analysis:

The City agrees to pay **\$73,313** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2023. This amount is based on approximately \$.4897 per capita, based upon the 2021 Office of Economic Opportunity population estimate, listing the City's population as 149,710.

Policy Compliant:

This action item is consistent with Council policy.

Financial Impact:

The amount of the FY 2023 proposed contract is based on \$.4897 per capita, using the 2021 Office of Employment and Population Statistics, Arizona Department of Administration, estimating the City's

population as 149,710. This item has been approved by the Mayor and Council in the FY2023 budget. The total budget amount for this line item is **\$73,313**.

Budget Impact:

The amount has been budgeted as part of the Economic Development Department annual FY2023 budget.

FTE Impact:

There are no anticipated FTE impacts with this item.

ATTACHMENTS:

1. Surprise FY23 legal approved contract
 2. Action Plan FY23
 3. Exhibit B FY23 Metrics
 4. Exhibit C Target Industries
 5. Exhibit D FY23 Reporting draft
 6. Exhibit E FY23 City default
 7. Exhibit F FY23 Regional Cooperation Protocol Policy
 8. Community Benefits Report - Surprise
 9. GPEC-Surprise FY 2023 Presentation
-

AGREEMENT BETWEEN THE GREATER PHOENIX ECONOMIC COUNCIL AND THE CITY OF SURPRISE

The City Council of the CITY OF SURPRISE, an Arizona municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL, an Arizona non-profit corporation (“GPEC”). The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City, and the payments of the City to GPEC for the fiscal year July 1, 2022 - June 30, 2023 (“FY2023”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

- A. MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix’s competitiveness.
- B. GOALS:** GPEC is guided by and strategically focused on two specific long-range goals:
 - 1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
 - 2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.
- C. RETENTION AND EXPANSION POLICY:**
 - 1. GPEC’s primary role is developing the Greater Phoenix region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
 - 2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
 - 3. GPEC will support its member communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
 - 4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.
- D. ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC will implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). GPEC will inform the City of any changes in the adopted Action Plan which materially affect or alter the priorities

established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, after providing the City with reasonable notice, in GPEC's reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required as a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC will solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and will be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, GPEC may revise these performance targets with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC will provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2022. Monthly Activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

In the event GPEC fails to meet any benchmark, GPEC will meet with the EDDT within 30 calendar days to provide an explanation of the relevant factors and circumstances, and to present a plan for improving performance in order to achieve the target(s) within the term of this Agreement. Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event, or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement. Such an event of default allows the City to terminate this Agreement pursuant to paragraph IV.J below.

II. RESPONSIBILITIES OF THE CITY

- A. STAFF SUPPORT OF GPEC EFFORTS:** To the extent permitted by law and/or the City's internal policies, the City will provide staff support to GPEC's economic development efforts as follows:
1. The City will respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if, in the City's sole discretion, the City desires to compete. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
 2. The City will provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
 3. The City will provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;

4. The City will cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
5. The City will attempt in good faith to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the City's requirements, the City will, at the City's sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC may not disclose the same to the other participants in GPEC, their representatives, or any other third parties without the express written permission of the City Manager;
7. The City will utilize good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself;
8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries");

B. RECOGNITION OF GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City, at the City's own expense, are entitled to participate in GPEC's marketing events. GPEC will provide no funding or otherwise share in any way the expense with the City's expense related to participating in any GPEC marketing events. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$73,313** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2023. This amount is based on approximately \$.4897 per capita, based upon the 2021 Office of Economic Opportunity population estimate, listing the City's population as **149,710**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased during the term of this Agreement consistent with any changes in the per capita payments by other municipalities which support GPEC.

2. Funding of this Agreement is subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.
3. Nothing herein precludes the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder; and
4. GPEC will submit an invoice for payment due under this agreement pursuant to Paragraph III.B.1 on an annual basis within 30 days of City Council approval of Agreement.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, and to cooperate in furthering GPEC's goals for FY2023. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2024 contract.
3. The City agrees to work with GPEC during FY2023 to develop a revised public sector funding plan, including a regional allocation formula FY2024, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City has the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Surprise which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement is void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. The parties acknowledge that the services provided under this Agreement are being provided as an independent contract, not as an employee or agent of the City. City has no right to control GPEC beyond the results of GPEC's services contemplated pursuant to this

Agreement. GPEC has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC has no authority, express or implied, under to this Agreement to bind City to any obligation whatsoever.

- E. INDEMNIFICATION AND HOLD HARMLESS:** GPEC agrees to indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees for, from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, arising out of this Agreement for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity must notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and must give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E may be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. INSURANCE:** GPEC must procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings may be reviewed by any competent court consistent with Subsection L. In the event of such termination, the City is entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, including travel shall not be deemed a gratuity.

- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions do not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, GPEC will provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports will be accomplished upon forms furnished by the City or in such other format as the City may prescribe.

I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.

1. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.
2. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all federal immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The City retains the legal right to inspect the papers of any employee of GPEC who works on this Agreement to ensure compliance with this warranty.
3. The City will not consider GPEC in material breach of the foregoing warranty if GPEC establishes that it has complied with the employment verification provisions prescribed by 8 USC § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).
4. GPEC hereby certifies that it does not, and will not, participate in during the term of this contract, a boycott of Israel in accordance with Arizona Revised Statute §35-393.01. GPEC hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City's

action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

- J. TERMINATION.** This Agreement will expire on June 30, 2023 unless otherwise extended by the Parties. In addition to the termination provisions otherwise set forth in this Agreement, including Section III(B)(2) above, City has the right to terminate this Agreement if GPEC fails to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied is given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default will be deemed to have occurred or to exist if, and so long as, GPEC commences such action within that period and diligently and continuously prosecutes the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.
- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder must materially comply with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona, in Phoenix, Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, will be tried according to the laws of the State of Arizona, and GPEC agrees that the venue for any such action will be in the State of Arizona as set forth above.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement must be in writing and is deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Bob Wingenroth
City Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-3300
FAX: (623) 222-3301

And to: Robert Wingo
City Attorney
Surprise City Attorney's Office
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
(623) 222-1120
FAX: (623) 222-1101

If to GPEC: Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
(602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this section.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No councilmember, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- T. SEVERABILITY.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be

affected thereby and will be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity has any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** To the extent permitted by law recognizing that the City is subject to Arizona Public Records laws set forth in the Arizona Revised Statutes, Title 39, this Agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the Party must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

- X. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment

Exhibit E – Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2022.

CITY OF SURPRISE, a municipal corporation

By: _____
Honorable Skip Hall, Mayor

ATTEST:

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By:  _____

Chris Camacho
President & Chief Executive Officer

#GreaterPHXtogether

Action Plan FY23



Letter from Chris Camacho

President and CEO, Greater
Phoenix Economic Council

What we experienced in FY22 was a new beginning. The world was challenged and changed by two years of uncertainty spurred by the COVID-19 pandemic. Our normal was redefined while our market shifted and found strength in the power of collaboration and unstoppable spirit. An agile response from the GPEC team and

our partners across the region and a deliberate approach to diversify our economy over the last decade enabled us to once again drive a record number of jobs to the region, growing investments in Greater Phoenix in high-tech and emerging market sectors. Recognized as the top EDO globally by the International Economic Development Council, GPEC built upon momentum in the market to drive high-quality



development focused on equitable, dynamic and anti-fragile growth.

As the world changes around us, we must adapt and lead. In FY23, GPEC embarks on the first year of its new strategic plan – envisioning Greater Phoenix as a national and international leader and building an economy that serves all residents. Tactics in this action plan articulate the ways we will execute upon the

strategies enumerated in the three-year strategic plan. GPEC will continue to learn and grow. We are committed to maintaining our status as a best-in-class economic development organization and will expand our capabilities to bring positive outcomes to the region we serve – impacting *one business, one job, one life at a time*.

“We are committed to maintaining our status as a best-in-class economic development organization and will expand our capabilities to bring positive outcomes to the region we serve – impacting one business, one job, one life at a time.”

Our Mission

To attract and grow quality businesses, and advocate for Greater Phoenix's competitiveness.



Our Values

The GPEC Way

- ➔ We are an inclusive, diverse family
- ➔ We are change agents
- ➔ We lead from the front
- ➔ We promote intellectual curiosity
- ➔ We remain on the edge
- ➔ We are tenacious
- ➔ We are agile and adapt to change
- ➔ We are committed to selfless service

Our Vision

Be the leading market driving innovation in a dynamic, anti-fragile and equitable economy that enables all residents to benefit and prosper.



FY23-25 Strategic Plan Goals

GOAL 1

Lead an ambitious shared vision for the region's economic future

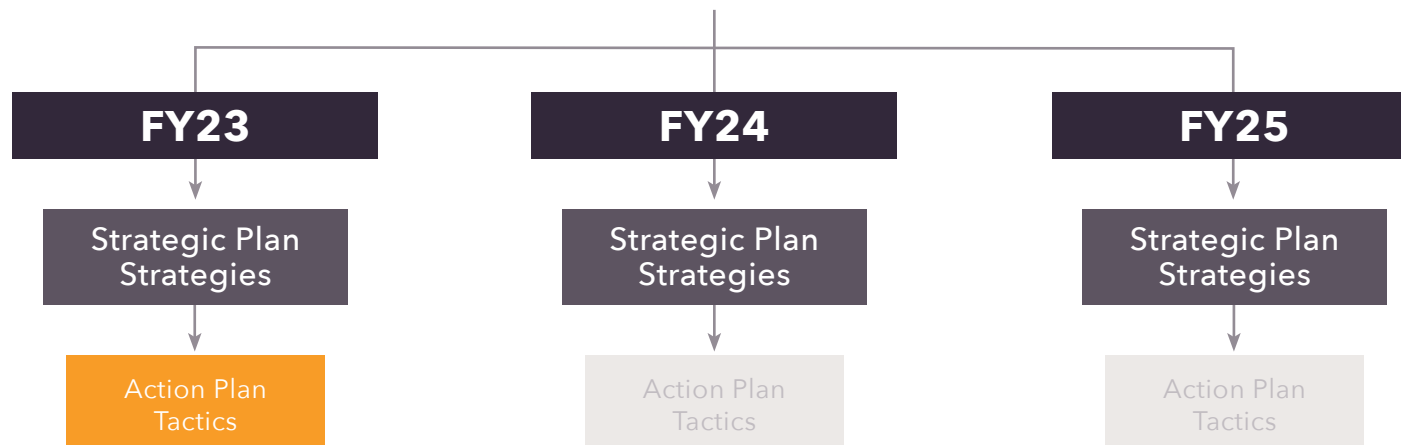
GOAL 2

Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors

GOAL 3

Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market

Three-year Strategic Plan Goals



Strategies and Tactics

Building on a comprehensive approach to economic development, FY23 will focus on working with partners to identify, articulate, and pursue objectives that will create impact on key economic imperatives and policy priorities.

Strategies

- ⊕ Convene the community to articulate a vision for the region's future and inspire action around key economic imperatives
- ⊕ Drive conversations around policy priorities that enhance the pillars of an innovation economy such as infrastructure, education and workforce development, smart and agile land use, and a capital-friendly environment
- ⊕ Be a leading voice regionally and nationally on economic development priorities and strategies

FY23 Tactics

- ✓ Continue working with peer organizations to understand, monitor, and refine coordinated efforts to address economic imperatives and make clear why these imperatives are vital to continued economic success for our region
- ✓ Create a policy playbook to provide guidance on economic-development-enabling legislation
- ✓ Engage legislative and executive branch leadership on key policy issues
- ✓ Support economic development and transportation initiatives, including Prop. 400
- ✓ Author thought leadership pieces to convey priorities for the region
- ✓ Continue to engage federally to advance national competitiveness focused on innovation industries
- ✓ Utilize GPEC's network as advocates to carry key messaging throughout the market

Strategies and Tactics

GPEC has maintained an aggressive approach to economic development and will continue to be laser focused on excelling and innovating on business attraction, branding and cluster development strategies.

Strategies

- ⊕ Fortify business attraction efforts to remain best-in-class and execute on sector-focused strategies

- ⊕ Enhance the perception of the Greater Phoenix market as a premier location for people and businesses to live, grow and work

- ⊕ Lead on data analytics and cutting-edge research capabilities to provide intelligence to clients and stakeholders

FY23 Tactics

- ✓ Maintain strong ties in key international markets, specifically the APAC, European and North American regions
- ✓ Evaluate new markets and lead generation capabilities in strategic industries
- ✓ Continue robust outreach to business attraction multipliers such as site selectors and brokers

- ✓ Take advantage of key events in the region to increase brand recognition and competitiveness
- ✓ Explore partnerships that can enhance GPEC voice to drive #GreaterPHXtogether messaging
- ✓ Collaborate to create aftercare processes to ease transitions following client entry to market
- ✓ Evaluate outreach strategies to enhance engagement with GPEC

- ✓ Use novel data and analytics to identify emerging industries and high-wage sectors primed for growth
- ✓ Enhance abilities to proactively identify and assess risk and mitigating factors to expanding companies as part of GPEC's consultative model
- ✓ Create an economic scorecard to measure and monitor the health of Greater Phoenix beyond top line economic indicators, incorporating diversity, equity and inclusion measures
- ✓ Provide intelligence to the market on key developments impacting key industries and competitiveness

⊕ Intensify support for regional entrepreneurship with a focus on equity, capital strategies and innovation in collaboration with regional partners

- ✓ Align efforts with local partners to further enhance the entrepreneurial ecosystem
- ✓ Advance opportunities for growth in innovation infrastructure regionally



Strategies and Tactics

Named the top economic development organization globally in FY22, GPEC will build on successful strategies to enhance the organization's influence and longevity, honing world-class talent and delivering value for the region.

Strategies

- ⊕ Grow capacity through increased investment and diversified funding to provide resources that enable execution against strategic economic initiatives
- ⊕ Coordinate with key stakeholder groups to enable an agile response to the needs of Greater Phoenix
- ⊕ Evaluate organizational metrics to measure impact beyond business attraction

FY23 Tactics

- ✓ Pursue strategies to target high-level investor opportunities
- ✓ Drive and support pursuit of federal monies to support work focused on innovation infrastructure development
- ✓ Continue to provide programming relevant to stakeholders through the ambassador program and regional reports to the market
- ✓ Evaluate means for real-time feedback from communities and partners on imperatives for the region and GPEC's role in driving them
- ✓ Utilize the Community Partnership Program to work with communities to identify and address emerging needs
- ✓ Survey best-practices from peer organizations to demonstrate value the organization provides beyond business attraction efforts



⊕ Invest in and fortify internal capabilities through recruitment and professional development to maintain a best-in-class economic development team anchored in innovation

⊕ Evaluate best practices and bylaws to ensure the GPEC's Board of Directors remains high-caliber and activated to support the organizational mission

-
- ✓ Provide opportunities for GPEC staff members in-market and nationally to be elevated and recognized as experts in our field
 - ✓ Continue to enhance and streamline platforms internally to ensure efficient and effective data management
 - ✓ Review internal processes to ensure diversity, equity, and inclusion are top of mind

-
- ✓ Evaluate best practices and bylaws to ensure the GPEC's Board of Directors remains high-caliber and activated to support the organizational mission
 - ✓ Implement recommendations from the Ad Hoc Governance Committee of the Board of Directors to encourage best practices for board development and engagement

Metrics

GPEC calculated the metrics for FY23 based on historical performance and recent trends in office and industrial prospect activity. Prospect metrics have returned to pre-pandemic levels.



	FY23 Metrics		
	Contract	Target	Stretch
Payroll (in Millions)	\$429.88	\$477.64	\$525.41
Jobs	7,683	8,537	9,391
- High-Wage Jobs	4,173	4,637	5,101
Average High-Wage Salary	\$64,198	\$71,331	\$78,464
Qualified Prospects	239	266	293
- Qualified International Prospects	43	48	53
GPEC Assists	10	12	14

Budget Overview

Income	Approved FY23	Approved FY22	YOY Var. \$	YOY Var. %
City/County Contract Revenue	\$2,822,580	\$2,793,743	\$28,837	1%
Pledge Revenue	\$3,783,476	\$3,147,120	\$636,356	20%
New Pledges	\$500,000	\$350,000	\$150,000	43%
In-Kind Contributions	\$140,500	\$140,500	\$-	0%
Special Events & Programs	\$181,609	\$181,400	\$209	0%
Sponsorship Income	\$281,000	\$51,293	\$229,707	448%
Grant Income	\$-	\$225,062	\$(225,062)	(100%)
Other Income	\$1,000	\$1,000	\$-	0%
Total Income	\$7,710,165	\$6,890,118	\$820,047	12%
Expenses	Approved FY23	Approved FY22	YOY Var. \$	YOY Var. %
Business Development	\$716,878	\$458,522	\$258,356	56%
Marketing & Communications	\$474,278	\$480,510	\$(6,232)	(1%)
Research & Analytics	\$261,720	\$243,324	\$18,396	8%
Engagement	\$167,647	\$157,868	\$9,779	6%
Strategy	\$67,680	\$119,130	\$(51,450)	(43%)
Regional Initiatives	\$249,235	\$291,200	\$(41,965)	(14%)
Operations	\$474,270	\$467,279	\$6,991	1%
Personnel	\$5,072,166	\$4,212,671	\$859,495	20%
Facilities	\$561,033	\$530,133	\$30,900	6%
Special Events & Programs	\$181,609	\$404,842	\$(223,233)	(55%)
Total Expenses	\$8,226,516	\$7,365,479	\$861,037	12%
Net Income/(Loss)	\$(516,351)	\$(475,361)	\$(40,990)	9%

Investors

Chairman's Council



Corporate Council



Executive Council



Directors Council

- Acronis SCS
- Alaska USA Federal Credit Union
- Alliance Bank of Arizona
- American Airlines
- American Express
- Arizona Coyotes
- Arizona Diamondbacks
- Arizona Republic / LOCALiQ
- Bank of America
- Banner Health
- Benchmark Electronics, Inc.
- BMO Harris Bank
- Brookfield Residential
- CBRE
- Chicanos Por La Causa
- Clayco
- Cousins Properties
- Creighton University
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- EMD Electronics
- Empire Southwest
- Ernst & Young
- Freeport McMoRan Inc.
- Goodmans Interior Structures
- Goodwill of Central and Northern Arizona
- Grand Canyon University
- Helios Education Foundation
- Hensel Phelps

- Honeywell Aerospace
- HonorHealth
- Intel
- JE Dunn Construction
- Kitchell
- Knight-Swift Transportation
- M Culinary
- Mayo Clinic
- MidFirst Bank
- Mortenson
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- Polsinelli
- Quarles & Brady
- Rise48 Equity
- Sherman & Howard
- Snell & Wilmer
- Squire Patton Boggs
- Valley Metro
- Valley of the Sun United Way
- Weitz Company
- Bell Bank
- Blue Cross Blue Shield of Arizona
- Bridge Relocation Concierge
- Bristol Myers Squibb
- BRPH
- Bryan Cave Leighton Paisner LLP
- BRYCON Construction
- Burns & McDonnell
- Cancer Treatment Centers of America
- CapRock Partners
- Colliers International
- Commonwealth Land Title National Commercial Services
- Cresa
- Crescent Crown Distributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- Deloitte
- De Rito Partners
- Deutsch Architecture Group
- DFDG Architecture
- Dircks Moving & Logistics
- DLR Group
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Equality Health
- Everest Holdings
- FCL Builders

Leadership Council

- Aerotek
- Aetna
- Archicon L.C. Architecture
- Arizona Israel Technology Alliance
- Baker Development

- FirstBank
- Flinn Foundation
- Gammage & Burnham
- Graycor Construction
- Green Maple Law Group
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- HotFoot Recruiters
- Immedia
- Irgens
- JLL
- Layton Construction
- Lee & Associates
- Lincoln Property Company
- Meritage Homes
- MST Solutions
- Nationwide Realty Investors
- Northern Trust
- Okland Construction
- Olsson
- OneAZ Credit Union
- Opus Development Company
- Page
- Partners Personnel
- Phoenix Children's Hospital
- Rexco
- RSM
- Ryan Companies US Inc.
- Savills
- Silicon Valley Bank

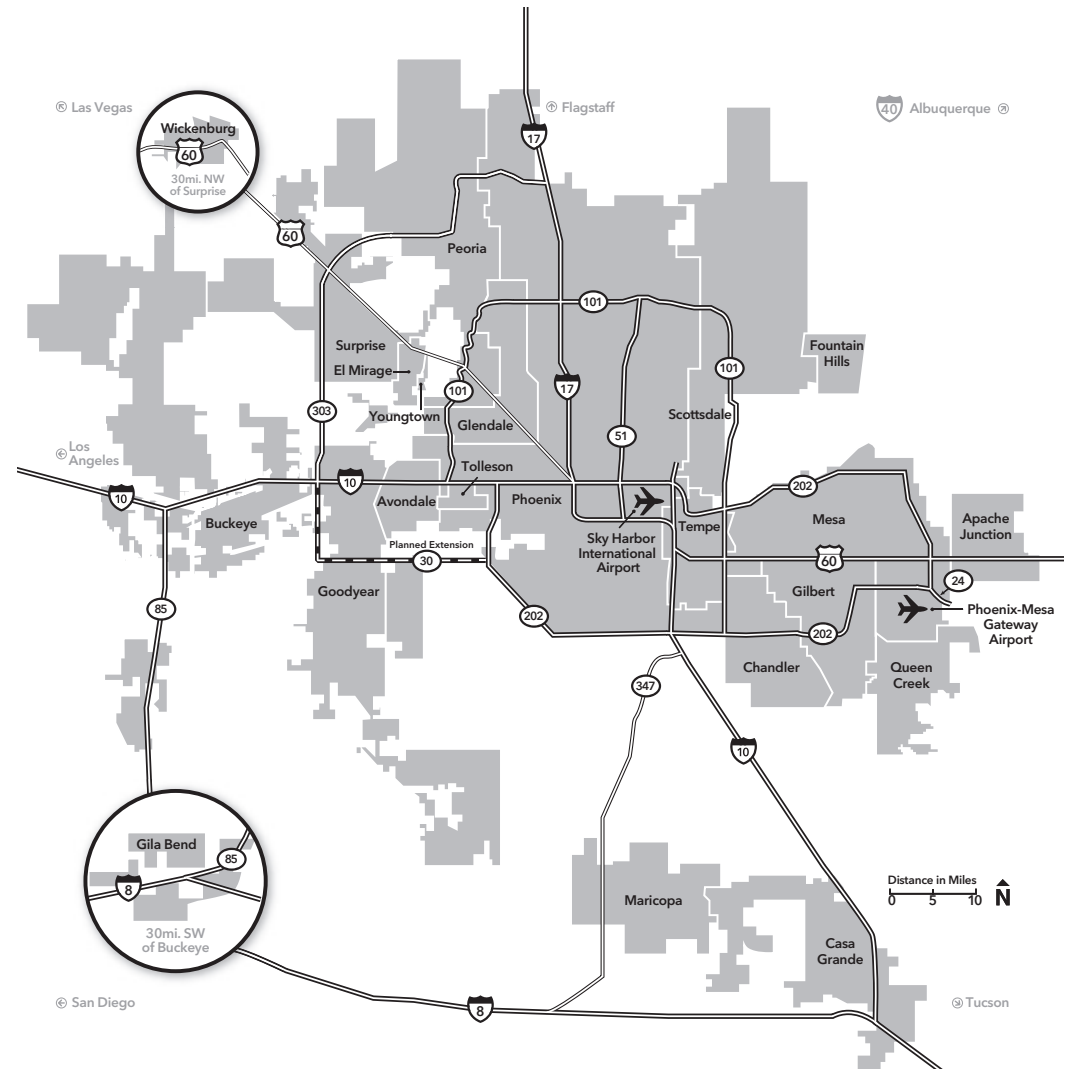
- Skanska USA Building
- SmithGroup
- Social Television Network (STN)
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- Sundt Construction
- Suntec Concrete
- Terracon
- The Plaza Companies
- Trammell Crow Company
- Transwestern Commercial Services
- TSMC Arizona
- University of Arizona
- USAA
- ViaWest Group
- Wespac Construction
- Wexford Science + Technology
- Willmeng Construction
- Wist Office Products

Ambassador

- Air Products and Chemicals
- Arizona Community Foundation
- Atmosphere Commercial Interiors
- AvenueWest Arizona Corporate Housing
- Avnet Inc.

- BNSF Railway
- BOK Financial
- Caliber Companies
- Carvana
- CoStar Group
- Cypress Office Properties
- Derek Builders
- DSV Inventory Solutions
- Enterprise & National Car Rental
- Equity Land Group
- Globe Corporation
- Horrocks Engineers
- Industrial Storage
- KTAR
- Lyft
- Macerich
- Mangat Group, Inc.
- Merit Partners
- Meta
- Midwestern University
- MSSBTA
- National Bank of Arizona
- Newmark Knight Frank
- Northrop Grumman
- Prologis
- qBotica
- RED Development
- Saint Holdings
- Sunstate Equipment Company
- TerraCap Management
- Trinity Capital Investment
- Union Pacific Railroad
- Van Trust Real Estate LLC

Member Communities





2 N. Central Ave. Suite 2500, Phoenix, AZ 85004 /// 602.256.7700 /// gpec.org

EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2023

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$429.88M
2. Total Number of Jobs Created	7,683
3. Total Number of High-Wage Jobs¹	4,173
4. Average High-Wage Salary	\$64,198
5. GPEC Assists²	10
6. Number of Qualified Prospects	239
7. Number of Qualified International Prospects	43

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently \$53,702).
2. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size for example; and would otherwise be listed as “non-reported locates.”

EXHIBIT C

TARGETED INDUSTRIES

FY2023

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2023, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

Apache Junction

Manufacturing (focus on electronic equipment & components and electric & autonomous vehicles), distribution/logistics, retail, and hospitality/entertainment/tourism

Avondale

Healthcare; hospitality/tourism; manufacturing & logistics, technology; retail & entertainment; and technology

Buckeye

Advanced business services; renewable energy; high tech (data center and services); environmental technology/sustainability; standard and advanced manufacturing; medical and educational institutions; logistics/transportation/distribution; small business/incubator; aerospace/aviation; and ag-tech

Casa Grande

Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler

Advanced business services; corporate/regional headquarters; healthcare; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills

Advanced business services; financial services; healthcare, medical, bio-life sciences and wellness; entrepreneurship/small business; tourism; and retail

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert

Aerospace/aviation and defense; advanced business and professional services; finance and insurance;

healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear

Advanced business services; advanced manufacturing; medical manufacturing; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial/start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)

Professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce; semiconductor; EV manufacturing; high tech; and research and development

Mesa

Standard and advanced manufacturing including medical device; automotive technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and research & development

Peoria

Advanced business and financial services; advanced manufacturing; bioscience and healthcare; technology and innovation; innovation; and research and development

Phoenix

BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries, EV and their supply chains; higher education; trade and FDI; circular economy; food system entrepreneurship and innovation

Queen Creek

Agritainment/destination tourism; healthcare; I.T./software; business services; and advanced manufacturing

Scottsdale

IT services and software; financial and insurance services and technology; healthcare services and innovation; logistics Management; tourism; and corporate headquarters

Surprise

Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; signature retail; specialty services for global companies/FDI; tourism and hospitality

Tempe

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; software as a service; clean tech, renewable energy and manufacturing

Tolleson

E-Commerce/fulfillment centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg

Resort/tourist-oriented development; healthcare with an emphasis on behavioral health; transportation & distribution; expanded retail opportunities; senior industries, equestrian and rodeo industries

Youngtown

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2022

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. **Commercial General Liability** - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project
Products-Completed Operations Aggregate
Personal & Advertising Injury
Each Occurrence
Fire Damage (Any one fire)
Directors and Officers
Medical Expense (Any one person) Optional

2. **Automobile Liability** - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit
Per Accident for Bodily Injury and Property Damage

3. **Workers' Compensation and Employers' Liability**
Workers' Compensation Statutory
Employers' Liability

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. Verification of Coverage. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. Approval. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy

Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.
10. Agree that the consideration of a future community to GPEC's membership will be brought before

EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTs will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

City of Surprise Community Benefits Report

40:1
Revenue Return

Surprise Investment

\$73,313

Funding Request for FY23

AZ Office of Economic
Opportunity 2021 population

\$69,286

Previous Funding for FY22

AZ Office of Economic
Opportunity 2020 population

Return on Investment (5-Yr Trend)

\$40

of direct revenue¹ for
every \$1 invested

\$78

of total revenue² for every
\$1 invested

\$161.6M

in new consumer
spending generated by
new Surprise jobs and
employed Surprise
residents. An addition of
\$140.3 million created by
multiplier effects results in
total consumer spending
of \$301.9 million.

\$12.8M

in new Surprise direct
revenues (boosted to \$24.7
million when including
related multiplier effects of
\$11.9 million).

GPEC has assisted 234 locates in Greater Phoenix in the last five years, including 3 in Surprise, creating 138 jobs and \$44.3 million in capital investment.



Results Through Regional Success

The City of Surprise benefits from site location projects and GPEC activities that occur across the region. Economic development projects create value by generating public and private revenues.

Commute patterns and retail studies show that employees of 'locates' live and spend their incomes in all Greater Phoenix communities. Thus, when a company selects a Greater Phoenix location, all communities benefit with increased tax revenues. GPEC-assisted locates have created 2,824 jobs region-wide for Surprise residents over the past five years.

¹ Includes property, sales and utility taxes, as well as state-shared and other local revenues.

² Includes direct revenues plus those generated by related supplier and consumer jobs.

³ Estimates are from the Greater Phoenix Consensus Impact Model. In 1999, GPEC and our members developed the region's first-ever consensus-based revenue and economic impact model. Based on nationally accepted multiplier data provided by IMPLAN, the model is customized to calculate economic and revenue benefits for GPEC's members and the State of Arizona.

Community Leadership

Leadership is critical to ensuring the success of your community, GPEC and the region's economic vitality.

Engagement Opportunity	Surprise Involvement
GPEC Board of Directors	Chet Keizer (Ottawa University) Scott Phillips (Carefree Partners)
GPEC Executive Committee	Scott Phillips (Carefree Partners)
Economic Development Directors Team (EDDT)	Jeanine Jerkovic Mike Hoover Stacy Cieszynski Heather Donaldson
Mayors and Supervisors	Mayor Skip Hall
Certified Ambassadors	Jeanine Jerkovic Mayor Skip Hall Kirsten Hall

About GPEC

Established in 1989, the Greater Phoenix Economic Council (GPEC) actively works to attract and grow quality businesses and advocate for the competitiveness of Greater Phoenix. As the regional economic development organization, GPEC works with 22 member communities including Surprise, Maricopa County and more than 190 private investors to accomplish its mission and serve as a strategic partner to companies across the world as they expand or relocate.

Regional Results Summary

	FY22	FY21	5 Year Total
Payroll Generated (\$M)	\$635.0	\$594.9	\$2,875.6
Jobs	10,859	9,928	47,960
Hi-Wage Jobs	4,748	5,470	26,704
Average Salary	\$58,477	\$59,921	\$59,958
Qualified Prospects	272	277	1,345
Assisted Locates	55	45	234
Capital Investment (\$M)	\$3,211.7	\$13,020.1	\$22,862.4

Strategic Collaboration

The City of Surprise advances GPEC's mission of attracting quality companies to the region by:

- Responding to prospect requests for proposals
- Participating in prospect community visits
- Hosting ExecTours, tailored events for high-level decision-makers
- Prospecting at trade shows, conferences and sales missions to expand the project pipeline

Competitive Intelligence

GPEC offers the City of Surprise access to the following unique tools and expertise:

- Comprehensive demographic, labor, targeted industry information and marketing assistance
- CoStar real estate database
- MetroComp operating cost-comparison software for 50 markets
- Greater Phoenix Consensus Impact Model analysis
- Customized research requests

GPEC FY23-25 Strategic Plan

Greater Phoenix will be the leading market driving innovation in a dynamic, anti-fragile and equitable economy that enables all residents to benefit and prosper. The FY23-25 strategic plan will drive to that outcome through three overarching goals:

- Lead an ambitious shared vision for the region's economic future
- Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors
- Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market



Greater Phoenix Economic Council FY 2023 Annual Contract

Jeanine Jerkovic
Surprise Economic Development Department
September 6, 2022

Mission: Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.



GPEC OVERVIEW

- **Experienced:** Est. 1989 / Surprise was an inaugural member
- **Public-Private Partnership:** 22 cities / 190+ investors
- **Core Competencies:** Market Analysis & Site Selection Assistance
- **Strategic Collaboration:** Requests for proposals, facilitated prospect community visits, Executours, sales missions
- **Tools & Expertise:** Targeted demographic, labor, industry info; access to real estate database; economic impact modeling; customized research

GPEC VALUE PROVIDED

City of Surprise – GPEC Annual Contract

FY 2023 Contract \$73,313	\$0.4897 per capita / 149,710 pop.
FY 2022 Contract \$69,286	\$0.4897 per capita / 141,486 pop.
FY 2021 Contract \$66,694	\$0.4897 per capita / 136,194 pop.
FY 2020 Contract \$65,058	\$0.4897 per capita / 132,852 pop.
FY 2019 Contract \$60,471	\$0.4647 per capita / 130,129 pop.

**Business
Investment:
40:1 ROI**

**Board Level
Engagement**

**Strategic
Support**

**Regional
Branding**

FY 2022 Surprise Engagement

FY 2022 Stand-out Highlights:

- Washington D.C. Annual Mission
- Taiwanese delegation visits:
 - Semiconductor supply chain
 - Food, retail & beverage franchises
- Site selector Executour with WM Open
- SelectUSA delegation to D.C.
- EDA Build Back Better Regional Challenge Grant
- Certified Ambassador events



Results Through Regional Success

Over the Last Five Years:

- Assisted regionally with 234 corporate locates, including 3 in the City of Surprise: Central Garden & Pet, Rinchem & SeaCa Plastic Packaging (pictured).
- Direct Surprise impact: 138 jobs and \$44.3 million in cap. investment.
- GPEC-assisted locates have created 2,824 jobs region-wide for Surprise residents over the past 5 years!





SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 6, 2022

Contact Person: Kendra Pettis, DIR -
SPORTS/TOURISM

Submitting Department: Sports and Tourism

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the approval of an amendment to Fiscal Year 2023 Budget by moving budget authority of \$30,000 within the Tourism fund from contingency to services to support expanding The Patriot All-America Golf Invitational to include a tournament field that would be located in the City of Surprise; Resolution #2022-91.

Motion:

I move to approve Resolution #2022-91.

Background:

In 2018, the City Council approved a Tourism Strategic Plan with a focus area of attracting events that bring visitors from outside the city limits, supporting the economic vitality of the community. The Strategic Plan also includes goals of creating partnerships with other organizations to enhance tourist-driven events within the City of Surprise as well as highlighting the City as a sports tourism destination.

The Patriot All-America Golf Invitational is an amateur golf event, attracting PING All-America golfers from all three NCAA Divisions, NAIA and NJCAA rankings as well as from universities outside the United States. The tournament was started in 2011 and has been hosted at the Wigwam Golf Club by the West Valley Mavericks Foundation, a charitable 501(c)3 organization, with the support of the Arizona Golf Association (AGA), Golf Coaches Association of America (GCAA) and Women's Golf Coaches Association of America (WGCAA). They are looking to expand the tournament in 2022 to include a field of 72 players that would play at the Sterling Grove Golf and Country Club in Surprise. The proceeds of the tournament benefit the Folds of Honor Foundation and the West Valley Mavericks Foundation which has donated over \$1.2 million to local west valley charities since their inception.

Last year's Patriot All-America received 2.5 million impressions through television coverage, social media and attendance by spectators. Players and families come from all over the country to participate or watch the tournament, benefiting local hotels and businesses. The West Valley Mavericks estimate 2,400 in attendance for the Surprise field and 250 room nights that will be generated in Surprise hotels, as well as an expected marketing reach of over 3 million impressions in 2022.

Objective Analysis:

The objective of supporting the Patriot All-America with Tourism Funds is to help ensure that the tournament expands to a City of Surprise location and benefits the community through increased economic impact from tourism-generated revenues.

Policy Compliant:

This item is compliant with the Tourism Strategic Plan, Council Strategic Plan and City policies.

Financial Impact:

This action will allow for the expenditure of up to \$30,000 which will be paid on a reimbursement basis to support marketing and operational costs of The Patriot All-America in Surprise. The tourism activity associated with The Patriot All-America Invitational is anticipated to generate additional tourism revenue within the city.

Budget Impact:

This action will allow for the movement of budget authority of \$30,000 within the Tourism fund from contingency to services. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure limit.

FTE Impact:

There would be no FTE impact associated with this item.

ATTACHMENTS:

1. Patriot All-America Tourism Fund Application
 2. Council Presentation The Patriot Tourism Fund Application Request_09_06_22
 3. 22.08.29 Tourism Fund Resolution_The Patriot All-America_Draft (4)
-

CITY OF SURPRISE TOURISM FUND APPLICATION

III. Organization Information

West Valley Mavericks Foundation
Organization Name

Sean Scibienski
Organization Contact Name

Tournament Chair
Organization Contact Title

Contact Phone

Contact Email

Street Address

City

AZ
State

85340
Zip Code

Applicant Status (Check one): ☒ Non-Profit

☐ For-Profit

☐ Public Agency

IV. Event / Project Information

Patriot All-America (Expanded Field)
Event Name

NCAA Golf Tournament
Event Type (Ex. Sport tournament, conference, arts / music)

27-31 Dec 2022
Event Date(s)

Sterling Grove Golf and Country Club
Event Location / Address

800 people per day x 3 day tournament
Estimated Event Attendance

\$50,000

Amount Requested (\$) – Max 50% of Budget

2400 50 rooms x 5 nights = 250 nights
Estimated Hotel Stays (Total Nights)

\$105,000 for Sterling Grove Field
Total Project Budget (\$)

\$496,386 for entire tournament

Which Surprise Tourism Strategic Plan focus area does the event or project support? (Check one or more)

☒ Events and entertainment

☒ Marketing that would promote Surprise tourism

☐ Tourism based partnership and facility development

Application continued on next page.

CITY OF SURPRISE TOURISM FUND APPLICATION

I. Application Checklist

Please ensure all of the following documents are included with the application when submitted. If you are unable to provide information for one of the categories/requirements, please note in your application. The more information provided within the application will give the reviewers the best illustration of your candidacy for funding.

- ☐ Completed and signed Tourism Fund Application (Page 1 and 2)
- ☐ Narrative proposal as defined in Section V (Page 3)
- ☐ Business license (for-profit entities) or 501(c)(3), (4), or (6) status letter (non-profits).
- ☐ Detailed project budget for event outlining:
 1. Proposed use of Tourism Funds and matching funds associated with request.
 2. ALL expenses and revenues for entire project (including those not associated with this funding request).
- ☐ Event marketing and media plan detailing all types of media, names of publications, stations, websites, ad sizes, costs, impressions, audience, and other relevant information.
- ☐ Professional references (at least two) with contact information.
- ☐ Proof of ability to obtain general liability insurance with minimum policy limits of \$1 million per occurrence and \$2 million aggregate.
- ☐ For at least one prior event, provide a historical event report including final budget, balance sheet, attendance figures, economic impacts, and examples of marketing materials.

II. Applicant Signature

I attest the information in this application is accurate, that I am an Agent authorized to represent the Organization and I understand the funds requested, if granted, will go to the Organization. I have contacted the City of Surprise and will meet all necessary requirements including, but not limited to, insurance, business licensing, permitting and reporting requirements. If my activity is funded I agree to use the approved City of Surprise logo in all promotional material.

Patriot All-American Invitational (Expanded Field) 27-31 Dec 2022
Name of Activity or Program Date of Program
West Valley Mavericks Foundation Mr. Sean Scibienski / Mr. Mark James
Organization Name Organization Representative Name
[Signature] 2 Jun 2022
Organization Representative Signature Date

For any questions regarding the Tourism Fund Application, please contact:
Tara Combs – 623.222.2239 | Tara.Combs@surpriseaz.gov

Submit application via email (Tara.Combs@surpriseaz.gov) or mail/drop-off applications to:
City of Surprise Sports and Tourism Department
15930 N. Bullard Ave., Surprise, AZ 85374

2022 PATRIOT ALL-AMERICA INVITATIONAL (Expanded Field)

Hosted at Sterling Grove Golf and Country Club

Surprise, Arizona

A. Project Description

The Patriot All-America is a top amateur golf event in the country, attracting PING All-America golfers from all three NCAA Divisions, NAIA and NJCAA rankings as well as from universities outside the United States. The West Valley Mavericks Foundation, a charitable 501(c)3 organization, with the support of The Arizona Golf Association (AGA), Golf Coaches Association of America (GCAA), Women's Golf Coaches Association of America (WGCAA) put on the tournament with proceeds benefiting the Folds of Honor Foundation and the West Valley Mavericks Foundation which has donated over \$1.2M to local west valley charities since its inception.

The tournament field at Sterling Grove this year will be comprised of 72 of the top players in the world. Player invitations to The Patriot All-America are primarily based on individuals earning PING All-America honors the previous season in NCAA Divisions I, II and III as well as the NAIA and NJCAA Divisions I and II. Additionally, a member from each of the nation's (3) military academies and players who play for Historically Black Colleges and Universities (HSBCUs) are invited as well as GCAA national award recipients, members of the most recent Arnold Palmer Cup Teams and AJGA All-Americans and Toyota Junior Golf World Cup participants currently enrolled in their freshman year of college. Lastly, Special exemptions are made for the past women's and men's national champions from the Veteran's Golf Association of America.

In cooperation with the Folds of Honor Foundation, the golfers in The Patriot All-America play in honor of and represent a fallen soldier. Every participant receives a golf bag at the event's opening ceremony with the name and branch of service of a fallen or injured military member whom they represent. At the conclusion of the tournament, the golf bags are shipped to players' schools and auctioned with all proceeds benefitting the Folds of Honor Foundation, which provides post-secondary educational scholarships for children and spouses of military service men and women killed or disabled while in active service.

Vendors Used: A-Z Rentals, Cox Communications, Hensley Beverage, Action Golf Cart Rentals, Antigua, Encore Audio/Visual, Sugar and Spice Donuts, 47onCentral Production, Phoenix Scaffolding and Equipment, Cre8tive Event Rentals, Oakley Sunglasses, Titleist, PING, Black Clover Hats, Circle K, Swire Beverage. *To Be Determined:* Surprise Catering Company, Surprise Hotel.

Market Origin of Attendees: U.S. – Europe – Asia – South America

Tourism Funds received for Wigwam Field: Avondale, Litchfield Park and Glendale.

Without tourism funding, we will be unable to expand this field to Sterling Grove/ Surprise. This tournament has become one of the top amateur collegiate golfing events in the world and is highly regarded by the players and coaches. Bringing a portion of this tournament to Surprise and the best Golf Course in the West Valley (Sterling Grove) is essential. The goal is to grow the Sterling Grove portion of the tournament to the size that currently takes place at the Wigwam, which will be a huge win for the Surprise and Sterling Grove communities.

FOR MORE INFORMATION, PLEASE SEE ATTACHED PATRIOT ALL AMERICA YEARBOOK

B. Support for Surprise's Tourism Strategic Goals

Last year's Patriot All-America received 2.5 million impressions through television coverage, social media and attendance by spectators. Additionally, being a top collegiate amateur golf tournament in the world; players and families come from coast to coast and all corners of the globe to the west valley. Between both fields (Wigwam and Sterling Grove) they are going to be approximately 5,000 people watching the action in person. With an expected marketing reach of well over 3,000,000 putting eyes on the incredible gem that is Phoenix's West Valley.

FOR MORE INFORMATION, PLEASE SEE ATTACHED MARKETING RECAP

C. Estimated Attendance and Hotel Stays/Accommodations

- (1) Staying overnight in paid accommodations: Est. 675 room nights (135 per night x 5 nights) (In Surprise) details can be provided on Litchfield Park stays if needed.
- (2) Staying overnight in unpaid accommodations: Est. 1,500 (residents living in S.G. and Surprise area x 3-day tournament) (In Surprise) details can be provided on Litchfield Park stays if needed.
- (3) Staying for the day and traveling 50+ miles: Est. 60 (attendees traveling from local area x 3-day tournament) (In Surprise) details can be provided on Litchfield Park stays if needed.

Participants will be required to stay in Surprise, AZ hotel.

The dates are tightly fit within the already packed NCAA golf schedule. It is the perfect time of year for many players and families to escape the cold winters at their school location and come to beautiful Surprise, AZ. It is also highly attended because the players/families are on winter school break for the Holidays.

D. Economic Impact and Community Benefit

The Patriot All-America continues to receive tremendous community support by a variety of local businesses and organizations including the West Valley Mavericks charity group and The Thunderbirds, host organization of the Waste Management Phoenix Open. By bringing our expanded field event to Sterling Grove and the City of Surprise we believe the key demographic

for Sterling Grove and Surprise new residents will be given a firsthand experience of all Surprise and Phoenix's West Valley has to offer. The friends, family members, and fans of these collegiate athletes come from all over the country and world to see the best AZ has to offer. The average collegiate golfer's family and fans are upper middle class professional people and retired upper middle class professionals (grand parents of players, etc.). The Patriot All-America event budget is more than \$500,000 with most of the expenses paid out to West Valley companies. The Patriot organizers will strive to use Surprise vendors, or Phoenix vendors with Surprise locations as vendors for the Surprise expanded field event at Sterling Grove. It is the goal of the committee to keep 90% of the dollars spent on the Sterling Grove field in Surprise.

WEST VALLEY MAVERICKS: The West Valley Mavericks Foundation (a 501(c)(3) non-profit) was born of the imagination and vision of a group of community leaders late in 2012. The West Valley Mavericks (or just 'Mavericks') is a group led by gentlemen who believe that the West Valley is an incredible place to live, work, and play. The Mavericks' charter is to advance charity, culture, community, and commerce in the West Valley of Phoenix. As an organization, we use individual contributions, fundraising events, business sponsorships, ticket sales donations, as well as hands-on community service to raise money to assist children and families, help people in need, and improve the quality of life in our West Valley communities.

FOR MORE INFORMATION, PLEASE SEE THE ATTACHED PATRIOT ALL AMERICA YEARBOOK AND MARKETING RECAP.



2022 PATRIOT ALL-AMERICA INVITATIONAL EXPANDED FIELD HOSTED AT STERLING GROVE FACT SHEET

DATES: Tournament Week – December 27-31, 2022
54-hole stroke-play competition – December 29, 30, 31
10th Annual Event – First played in 2011

LOCATION: Sterling Grove Golf and Country Club
Surprise Arizona

DEFENDING CHAMPION: **Men's: Connor Howe**
Women's: Valerie Plata

PAST PATRIOT ALL-AMERICA CHAMPIONS:

2021	Connor Howe, Georgia Tech University, -15 (66-66-63=195)
2021	Valerie Plata, Michigan State University, -12 (67-65-66=198)
2020	Graysen Huff, Auburn University, -8 (65-70-67=202)
2019	Noah Norton, Georgia Tech University, -7 (70-65-68=203)
2018	Isaiah Jackson, University of Memphis, -5 (67-68-70=205)
2017	Mason Overstreet, University of Arkansas, -11 (67-68-64=199)
2016	Cameron Champ, Texas A&M, -7 (68-69-66=203)
2015	Braden Thornberry, University of Mississippi, (73-67-71=211)
2014	Kyle Kochevar, University of Virginia, (72-69-68=209)
2013	Kyle Westmoreland, Air Force Academy, (67-69-69=205)
2012	Sebastian Cappelen, University of Arkansas, (68-70-68=206)
2011	Cory Whitsett, University of Alabama, (69-64-66=199)

CURRENT OR PAST PGA TOUR PLAYERS TO PLAY IN PATRIOT ALL-AMERICA:

2011, 2012	Richy Werenski, Georgia Tech
2011, 2012	Ollie Schniederjans, Georgia Tech
2011, 2012, 2013	Sebastian Cappelen, University of Arkansas
2011, 2012	Austin Cook, University of Arkansas
2011	Bobby Wyatt, University of Alabama
2011	Chase Wright, University of Indiana
2011	Tyler Duncan, Purdue
2011	Trey Mullinax, University of Alabama
2011	Brooks Koepka, Florida State University
2011	Patrick Rodgers, Stanford University
2011	Justin Thomas, University of Alabama
2011	Andrew Yun, Stanford University
2011	Seth Reeves, Georgia Tech
2011	Luke Guthrie, University of Illinois

2011	Anders Albertson, Georgia Tech
2012	Daniel Berger, Florida State University
2012	Brandon Hagy, University of California, Berkeley
2012	Zachary Blair, BYU
2012	Matt NeSmith, University of South Carolina
2013	Bryson DeChambeau, Southern Methodist University
2013	Hank Lebioda, Florida State University
2014	JT Poston, Western Carolina University
2014	Aaron Wise, University of Oregon
2014, 2016	Cameron Champ, Texas A&M
2015	Collin Morikawa, University of California, Berkeley
2016	Doc Redman, Clemson University
2016 – 2020	Michael Feagles, University of Illinois
2017	Austin Eckroat, Oklahoma State University
2018, 2019	Alex Schaake, University of Iowa

PGA TOUR WINS BY PATRIOT ALL-AMERICA ALUMNI:

2011	Brooks Koepka, Florida State University	8 WINS
2011	Justin Thomas, University of Alabama	15 WINS
2011	Tyler Duncan, Purdue	1 Win
2011, 2012	Richy Werenski, Georgia Tech	1 Win
2011, 2012	Austin Cook, University of Arkansas	1 WIN
2012	Daniel Berger, Florida State University	4 WINS
2013	Bryson DeChambeau, Southern Methodist University	8 WINS
2014, 2016	Cameron Champ, Texas A&M	2 WINS
2014	JT Poston, Western Carolina University	1 WIN
2014	Aaron Wise, University of Oregon	1 WIN
2015	Collin Morikawa, University of California, Berkeley	5 WIN
2014	Aaron Wise, University of Oregon	1 Win

MAJOR CHAMPIONSHIPS WON BY PATRIOT ALL-AMERICA ALUMNI:

2017	Justin Thomas, PGA Championship
2017	Brooks Koepka, U.S. Open
2018	Brooks Koepka, PGA Championship
2018	Brooks Koepka, U.S. Open
2019	Brooks Koepka, PGA Championship
2020	Bryson DeChambeau, U.S. Open
2020	Collin Morikawa, PGA Championship
2022	Justin Thomas, PGA Championship

PRESIDENTS CUP TEAM MEMBERS TO PLAY IN PATRIOT ALL-AMERICA:

2017	Brooks Koepka, Justin Thomas, Daniel Berger
2019	Justin Thomas, Bryson DeChambeau

RYDER CUP TEAM MEMBERS TO PLAY IN PATRIOT ALL-AMERICA:

2016	Brooks Koepka – 2016 US Ryder Cup Team
2018	Brooks Koepka, Justin Thomas – 2018 US Ryder Cup Team

NCAA INDIVIDUAL CHAMPIONSHIPS WON BY PATRIOT ALL-AMERICA ALUMNI:

2013	Bryson DeChambeau
------	-------------------

2014	Aaron Wise
2017	Braden Thornberry
2021	Turk Pettit

COMMUNITY SUPPORT: The Patriot All-America continues to receive tremendous community support by a variety of local businesses and organizations including the West Valley Mavericks charity group and The Thunderbirds, host organization of the Waste Management Phoenix Open.

WEST VALLEY MAVERICKS: The West Valley Mavericks Foundation (a 501(c)(3) non-profit) was born of the imagination and vision of a group of community leaders late in 2012. The West Valley Mavericks (or just 'Mavericks') is a group led by gentlemen who believe that the West Valley is an incredible place to live, work, and play. The Mavericks' charter is to advance charity, culture, community, and commerce in the West Valley of Phoenix. As an organization, we use individual contributions, fundraising events, business sponsorships, ticket sales donations, as well as hands-on community service to raise money to assist children and families, help people in need, and improve the quality of life in our West Valley communities.

ARIZONA GOLF ASSOCIATION: The Arizona Golf Association has been serving amateur golfers in Arizona since 1923 when it held the first State Amateur Championship. Today, it is licensed by the United States Golf Association to provide handicapping and course rating services to member clubs, to provide tournament and rules expertise and to oversee the application of amateur status.

GOLF COACHES ASSOCIATION: Established in 1958, the Golf Coaches Association of America (GCAA) is the professional organization of golf coaches. The GCAA's mission is to support its member coaches by creating educational opportunities, providing resources, and promoting its members with the purpose of enhancing their overall performance as coaches, mentors, and teachers. The GCAA also recognizes the excellence and achievements of its members and their student-athletes in academic, athletic and civic endeavors.

WEBSITE: www.patriotallamerica.com
SOCIAL MEDIA INFO: Twitter: [@PatriotAllAm](https://twitter.com/PatriotAllAm)
Facebook: [@PatriotAllAmerica](https://www.facebook.com/PatriotAllAmerica)
Instagram: [@PatriotAllAm](https://www.instagram.com/PatriotAllAm)



TV Media Campaign



Total Media Campaign	
Total Views	4,276,390
Total engagement	574



Digital Media Campaign



Campaign date	12/13-12/17
Total impressions	83,867



Carousel Arcade Bar
We do not have analytic on impressions

Social Media Campaign

Total Recorded Views 147,900

Total Recorded Engagement 3848

Multiple influencers posted about the event on social media channels, encouraging fan attendance. Here's a few mentions:

[Macaroni Kid Surprise Peoria El Mirage Arizona- Facebook](#)

[@Macaronikidssuprisepeoria- Instagram](#)

[@abigail the fun princess- Instagram](#)

[@amateurgolf](#)

[@gatorsgolf](#)

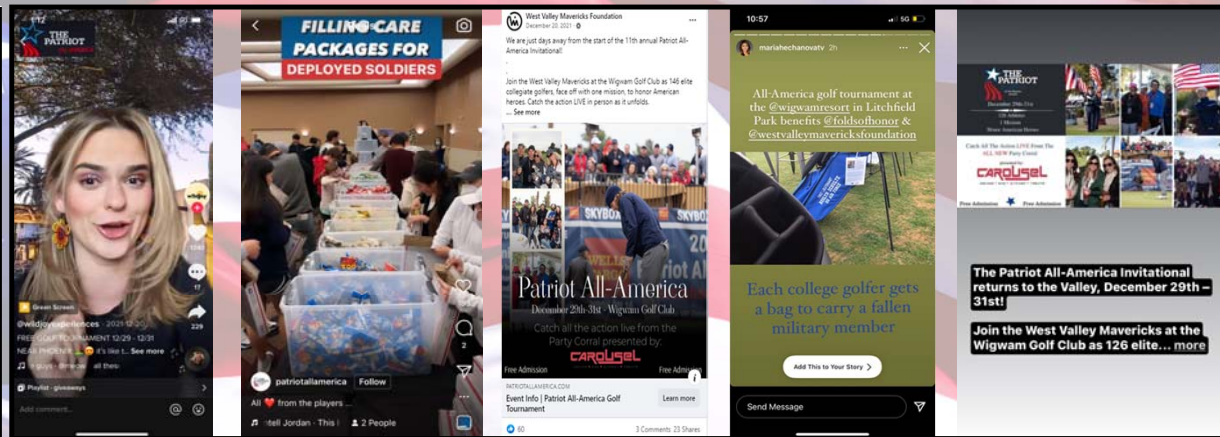
[@matchplay](#)

[@wigwamarizona](#)

[@patriotallamerica](#)

Posts were also shared by players, sponsors, and other organizations.

(Analytics for all accounts not available)



Print Media Campaign

- <https://phoenix.org/teeingup/>
- https://www.westvalleyview.com/patriot-all-america/image_5927eab6-6350-11ec-b051-6f1e9a9fbff5.html
- <https://www.fultonsun.com/news/2021/dec/19/william-woods-smith-to-play-at-patriot-invitational/>
- <https://www.thenewzealandtimes.com/patriot-all-america-invitational-pitch-raised-with-the-addition-of-a-womens-field/>
- <https://ourcommunitynow.com/surprise-az/patriot-all-america-invitational-field-elevated-with-addition-of-womens-field>
- <https://businessnewspress.com/2021/12/29/four-spartans-to-play-in-patriot-all-america-invitational-tournament/>
- <https://6park.news/oklahoma/mcgintry-and-romero-start-fast-at-patriot-all-america.html>
- https://www.azfamily.com/shows/good_morning_arizona/seen_on_good_morning_arizona/seen-on-tv---tuesday-dec-28/article_6413b43e-680d-11ec-8855-df9dea8ef0fc.html

Golf Writer, Todd Kelly wrote an article for Golf Week/USA Today that also ran in the Arizona Republic. Multiple papers across the country also ran press release and event information.

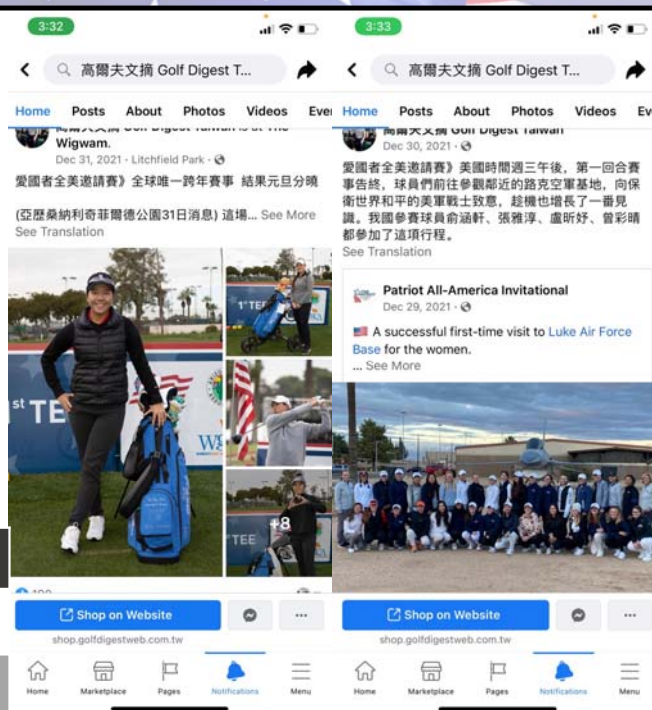
Estimated Readership: 557,156



"Golf Digest" magazine is the Chinese version of the world-renowned golf special issue GOLF DIGEST. It was founded in Taiwan in August 1989 (1989). It is the earliest English copyrighted golf magazine in Greater China. It has been published for more than 23 years. It is not only the oldest golf magazine among Taiwan golf magazines, but also the golf monthly magazine with the largest circulation in the world.

Golf Digest Taiwan featured Chinese players who were apart of the Patriot All America on their Facebook page.

Total posts	28
Total engagement	350



Article Mentions:

Irish Golf Desk- <https://www.irishgolfdesk.com/news-files/2021/12/31/hill-moves-up-at-patriot-all-america>

Irish Golfer- <https://irishgolfer.ie/latest-golf-news/2021/12/31/hill-climbs-with-68-on-day-two-of-patriot-all-america/>

The Switzerland Times- <https://www.switzerlandtimes.com/raised-patriot-all-america-invitational-pitch-with-the-addition-of-a-womens-field/>

Noti Mundo- <https://noticiasdelmundo.news/el-campo-del-patriot-all-america-invitational-se-eleva-con-la-incorporacion-del-campo-de-mujeres/>

Email Campaign



Alumni Club
of Phoenix

**Buckeyes playing in
the Patriot Golf
Tournament at
Wigwam Resort**

**Maxwell Maldovan and
Aneka Seumanutfa are
2 Buckeyes playing in
this charity event**

Tournament will be held at the
Wigwam Resort
In Litchfield Park, AZ
December 27-31

The Patriot All-America is a top
amateur golf event since 2011
It consists of All Americans from
all e NCAA Divisions plus 5
universities outside the USA
Each golfer carries a PING bag
with the schools name AND the
soldier from their hometown or
school.

At the end of the tournament the
bags are auctioned off and the
proceeds go to Folds of Honor
Admission is free
there is a VIP Area with food and
drinks for \$100

Subject: Come party at the Patriot Party Corral -
Free Admission




**The Patriot All-America Invitational returns to
Wigwam Golf Club for the 11th consecutive
year, December 29th - 31st**

Join the West Valley Mavericks at the Wigwam
Golf Club as 146 elite collegiate golfers, face off
with one mission, to honor American heroes.
Catch the action LIVE in person as it unfolds.

Make sure to stop by the ALL NEW Party Corral
presented by Carousel, where you can enjoy food,
music, and drinks from 10:30a.m. - 4:30p.m. daily.

General Admission is Free!

Mark your calendars and plan to join us for one
epic week of golf and good times. Proceeds from
the tournament benefit Folds of Honor and the
West Valley Mavericks Foundation. For more
information click the button below.

[Click here](#)

Thank you for your support! Please share on your favorite social channel!



PHOENIX



News, Upcoming Events & Merry Christmas!

Another Day, Another Michigan Football Award! This
week, the Wolverines won the national award for "Best
Offensive Line"! [U-M Offensive Line Earns Incredible
Honor - Sports Illustrated Michigan Wolverines
News, Analysis and More](#)

*Let's All Wish Coach Harbaugh a Resounding "Happy
Birthday!"* We figure he's already received some of the
best birthday presents he could've imagined -- beating
Ohio State, winning the "National Coach of the Year
Award", qualifying for the CFP Semifinal Orange Bowl,
etc.!

New Event! Join us *December 28th - 31st*, as we
welcome some of the country's very best golfers -
including, Wolverine women and men - to the historic
Wigwam Resort and Golf Club
(www.wigwamarizona.com) to play in *The Patriot All-
America NCAA Golf Tournament!* General Admission is
free. This event honors our fallen veterans in an incredibly
unique way. Please read on.
<https://patriotallamerica.com> (Photos of the Wigwam and
event appear below).

Emails campaigns went out on West Valley
Mavericks, Patriot All America, and multiple
University Alumni Association platforms here in
Arizona.

Estimated reach: 55,000+

a few examples shown

Live Stream

Uploads ▶ **PLAY ALL**



CONNOR HONE 5:10

Patriot All-America Day 3 recap



PALMER JACKSON 1:31

Patriot All-America Day 2 HoleOut



2:52

Patriot All-America Day 2 recap



2:28

Patriot All-America Day 1 recap



DAY 3

SAVE THE DATE
Patriot All-America
LIVESTREAM

3:38:41

The Patriot All-America Invitational Day 3

Total Countries Viewed
9
Total Impressions
21,724

Sponsor Pictures



Sponsor Pictures



CATCH THREE
CREATIVE

Estimated Total Reach



GOLF WEEK

Estimated Total Numbers

Estimated Total Reach of Campaign	5,563,548
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CATCH THREE
CREATIVE

THANK YOU!



2022

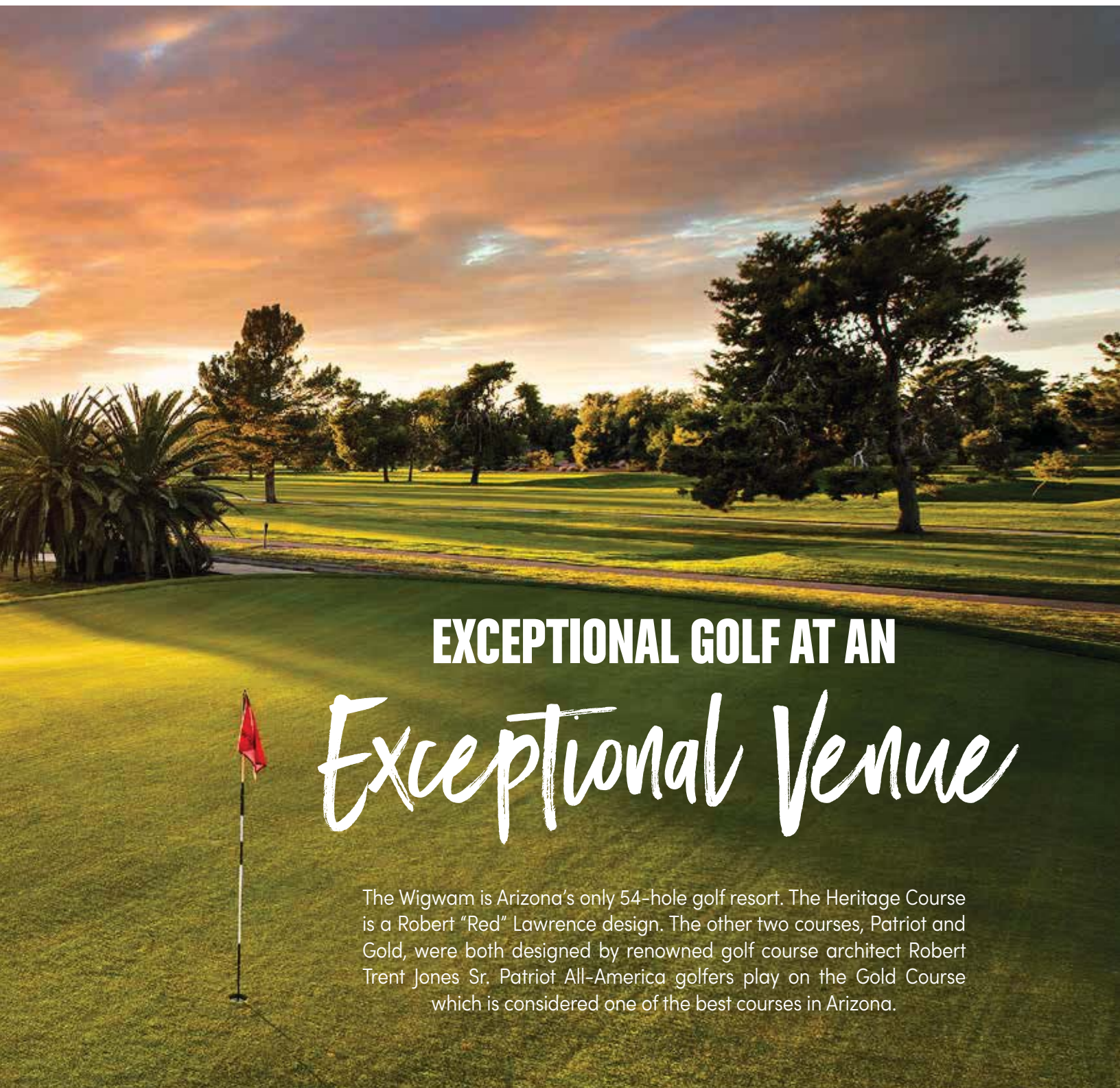
PATRIOT ALL-AMERICA GOLF INVITATIONAL



FOLDS *of* HONOR

In its 12th year, the Patriot All-America combines a bowl-like championship for top collegiate golfers from all NCAA divisions who are named to the PING All-American teams as well as invited members of the United States Service Academy golf teams and other select invitees from around the world.

The Patriot All-America goes beyond a 54-hole stroke play championship. It also provides a unique and valuable life experience for these young golfers. Throughout the event, each Patriot golfer carries a golf bag, donated by PING, embroidered with the names of a fallen or severely injured military hero. Golfers carry the golf bags in honor of these soldiers and their families. At the conclusion of the event, the bags are presented to each golfer's college where the bags are auctioned, and proceeds raised are donated to the Folds of Honor Foundation, which provides educational scholarships to spouses and children of America's fallen and disabled service-members.



EXCEPTIONAL GOLF AT AN *Exceptional Venue*

The Wigwam is Arizona's only 54-hole golf resort. The Heritage Course is a Robert "Red" Lawrence design. The other two courses, Patriot and Gold, were both designed by renowned golf course architect Robert Trent Jones Sr. Patriot All-America golfers play on the Gold Course which is considered one of the best courses in Arizona.



OPENING CEREMONIES

The Patriot All-America Opening Ceremonies are a breathtaking event honoring our military and the fallen soldiers that our Patriot golfers proudly represent. The Opening Ceremonies begin with the Wings of Blue parachute team effortlessly arriving by air behind all 84 elite Patriot golfers. The final Wings of Blue paratrooper enters with the American Flag.

The Ceremonies conclude with an impressive performance of the presentation of colors by the Luke Air Force Base Joint Color Guard.



THE PATRIOT ALL-AMERICA TOURNAMENT IS THE FIRST OF ITS KIND AND IS THE COMBINED EFFORT OF THE ARIZONA GOLF ASSOCIATION, THE GOLF COACHES ASSOCIATION OF AMERICA, THE WEST VALLEY MAVERICKS FOUNDATION AND THE WIGWAM GOLF RESORT IN CONJUNCTION WITH THE TOURNAMENT'S BENEFICIARY, THE FOLDS OF HONOR FOUNDATION.





PATRIOT ALL-AMERICA AM-AM TOURNAMENT

Following the Opening Ceremonies, sponsors, community supporters, and a select few of the general public play in the Patriot All-America Am-Am.

The Am-Am is a unique opportunity for participants to enjoy a round of golf with Patriot golfers, who are some of the best amateur golfers in the world. Supported, in part, by Luke Air Force Base, each team has the opportunity to interact with members of our military and remotely “drive” an EOD (Explosive Ordnance Disposal) Robot to test their skills beyond the game of golf. If interested in playing in this once in a lifetime event, please contact a West Valley Maverick for details.



LUKE AIR FORCE BASE

The Patriot All-America is very grateful to the brave men and women of Luke Air Force Base for hosting our golfers.

Prior to the beginning of the tournament, Patriot golfers are privileged to receive a private tour of Luke Air Force Base. Each year, eight lucky golfers are randomly drawn for an opportunity to experience an F-16 simulator. Other Patriot golfers have the privilege to visit the flight tower, interact with EOD Robots, view military vehicle displays and watch the K-9 working dog training unit.

The private tour concludes with dinner hosted by Fighter Country Partnership. After dinner, Patriot All-America golfers participate in a special coin exchange. This military tradition dates back to WW1, whereby a "challenge coin" is shared among military units to symbolize unit identity and brotherhood.



At the beginning of the tour, the participants are taken to the base flagstaff for the customary playing of Retreat and the National Anthem, at the conclusion of which tournament officials are presented the flag to be given to the winner of the 2019 Patriot All-America. Each year, eight lucky golfers are randomly drawn for an opportunity to experience an F-16 simulator. Other Patriot golfers have the privilege to visit the flight tower, interact with EOD Robots, view military vehicle displays and watch the K-9 working dog training unit.





THE FIRST TEE CEREMONIES

Each Patriot All-America golfer signs his name on the pocket of his golf bag and on the bag of each member of his group. This is repeated for each of the three rounds. At the conclusion of the Patriot All-America, these bags are sent to each golfer's college or university to be auctioned to raise funds for the Folds of Honor Foundation.

Each day, distinguished members of The Thunderbirds, greater Phoenix's leading civic organization and hosts of the PGA's Waste Management Phoenix Open, announce the Patriot All-America golfers on the first tee. The announcement includes the golfer's name, school and the name, branch and rank of the soldier he is honoring. Patriot All-America golfers are also formally announced by The Thunderbirds as they approach the 18th green.



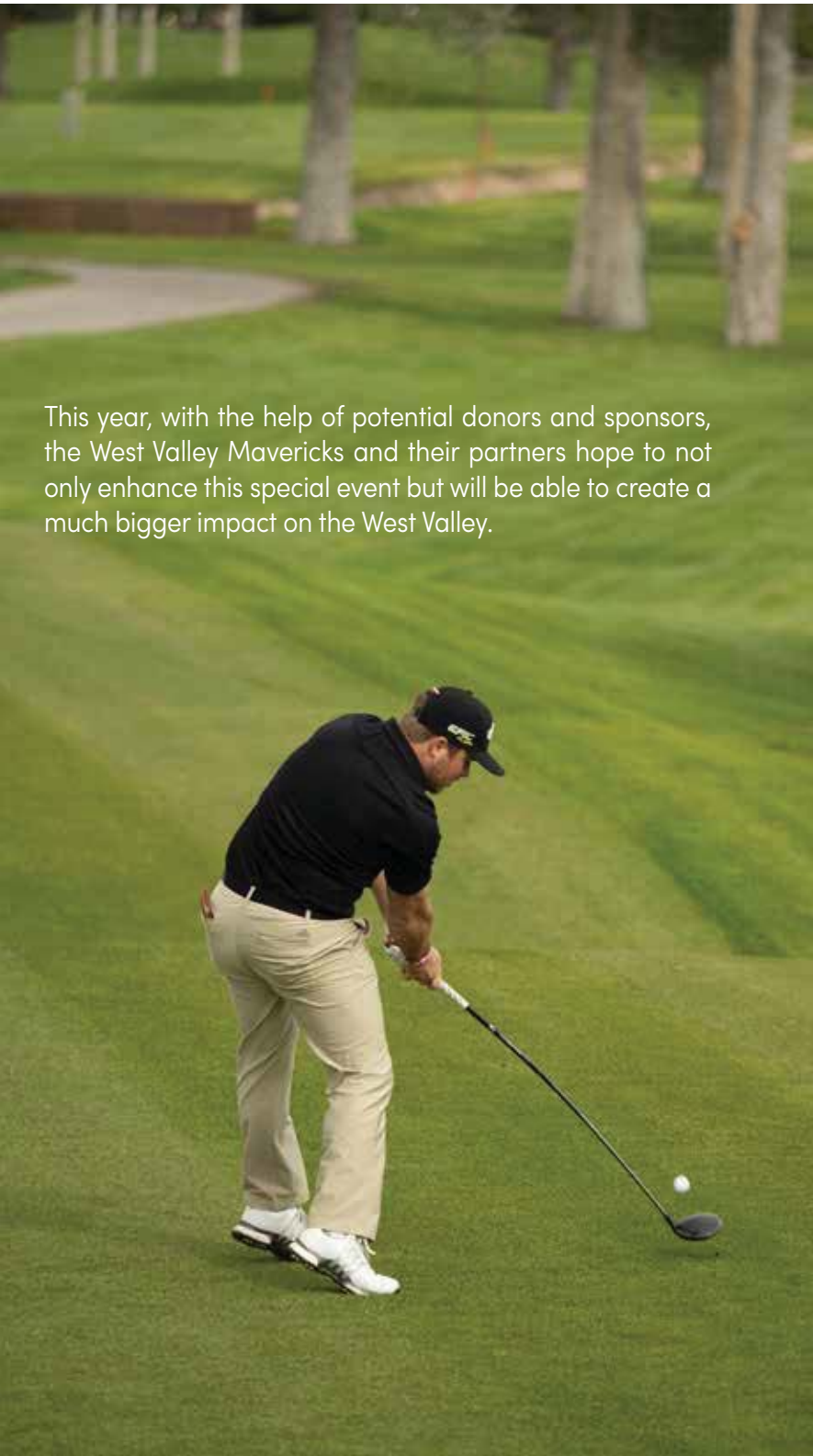


JUNIOR PATRIOTS CLINIC

A Junior Patriots Clinic is hosted and organized by the First Tee of Phoenix and the Junior Golf Association of Arizona. Led by golf pros, these young participants enjoy practicing their swings and learning more about the game of golf. At the end of the clinic, the kids are served lunch while several Patriot All-America golfers answer questions, share some advice and show off some of their trick shots for the enjoyment of the youngsters.



This year, with the help of potential donors and sponsors, the West Valley Mavericks and their partners hope to not only enhance this special event but will be able to create a much bigger impact on the West Valley.





IN ADDITION TO THE HOSPITALITY TENT

on the 18th green, The West Valley Mavericks host a viewing deck near the 16th green with excellent views of the 8th tee box, 12th tee box and 16th green. Patriot All-America Fans, military members, community leaders and supporters in attendance have an outstanding elevated view of these three holes, all the while enjoying the same electric atmosphere with food, beverages, entertainment, and music throughout all three days of play.



HOSPITALITY

The West Valley Mavericks, a leading local civic organization, provide a first-class hospitality tent and viewing deck on the 18th green, for all Patriot All-America fans, military members, community leaders and supporters in attendance. This hospitality area provides an electric atmosphere with food, beverages, entertainment and music throughout all three days of play.



New THIS YEAR



It's no secret that this year has been a pivotal year for Women in Sports, and more specifically collegiate sports.

As a committee and organization, we believed that now more than ever before, it was important to promote and support equality in sports. As part of our overall vision to expand the reach of the tournament and to demonstrate our commitment to supporting female athletes, we announced and hosted our first ever Women's Field at the Patriot All-America 2022 tournament- and what an addition it was!

Together with our partners, we highlighted 48 of the world's most promising female collegiate athletes. These women brought a level of excitement and interest to the tournament we have never seen before. It is our hope that with the help of sponsors like you, we can expand not only our women's fields this year but include activations that highlight the contribution women in sports have made to the industry as a whole.





For More Info

CONTACT US

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Erik Rasmussen

Erik.Rasmussen@WVMavericks.org

602.312.8262



 THE PATRIOT™
ALL-AMERICA
at The Wigwam
Arizona





The Patriot All-America Golf Invitational TOURISM FUND REQUEST

City Council Meeting
September 6, 2022

The Patriot: Overview

- Amateur Golf Event attracting PING All-America golfers from all 3 NCAA Divisions, NAIA, NJCAA as well as universities from outside the U.S.
- Tournament started in 2011 and has been hosted at the Wigwam
- Hosted by the West Valley Mavericks
- Looking to expand the tournament in 2022 to include a field of 72 players that would play at Sterling Grove Golf & Country Club in Surprise
- Proceeds of the tournament benefit the Folds of Honor Foundation & West Valley Mavericks Foundation
- Tournament Date: December 29-31, 2022



The Patriot: Tourism Fund Request

- Currently, 126 nationally recognized players participate in a 54-hole amateur event held at the Wigwam Resort in a holiday bowl-like experience
- The West Valley Mavericks are looking to expand the event and add 72 more players who would play a 3 Day Tournament in Surprise at Sterling Grove
- Estimated Attendance: 2,400 (800 people per day for a 3 Day Tournament)
- Estimated Hotel Room Nights: 250 nights in Surprise (50 rooms for 5 nights)
- Estimated Event Budget: \$105,000 for Surprise Field (\$496,000 entire event)
- Marketing Reach: 2021 = 2.5M Impressions, 2022 Est. = 3M Impressions
- WVM Goal: Keep 90% of the dollars spent on Surprise Field in Surprise
- **Tourism Fund Request: \$50,000**

Review Process – Strategic Plan Alignment

COUNCIL STRATEGIC PLAN

- **Strategy 2.8**

Leverage new opportunities to attract visitors with enhanced event and entertainment opportunities

TOURISM STRATEGIC PLAN

- **Focus Area 3: Partnership Development**

Cultivate partnerships that enhance tourism events that will increase visitors, room nights and enhance quality of life for Surprise residents

TOURISM FUND EVALUATION CRITERIA

- **Surprise Hotel Nights Generated**
- **Economic Impact to Surprise**
- **Attendance**
- **Regional/National Recognition**
- **Long term benefits to the Community**
- **Evaluation of Proposed Business Plan**

TOURISM FUND GUIDELINES

Category 1: Surprise Hotel Nights Generated	
100-300 room nights	Up to \$2500
301-599 room nights	Up to \$5000
600+ room nights	\$5000+
Category 2: Attendance	
1,000-3,000	Up to \$2500
3,001-5,000	Up to \$5000
5,000+	\$5000+
Category 3: Event Days	
1 day	Up to \$2500
2 days	Up to \$5000
3 days	\$5000+
Category 4: Seasonality (bonus for events between May-September)	
1 day	Up to \$2500
2 days	Up to \$5000
3 days	\$5000+
Category 5: Operating Budget	
Based off of submitted budget	Up to 50% of total projected expenditure budget

- Subcommittee and Council approved reimbursement categories and guidelines for Tourism Fund requests

TOURISM FUND SUB-COMMITTEE RECOMMENDATION

Tourism Fund Sub-Committee Recommendation: not to exceed \$30,000 (reimbursement only)

- **\$15,000 based off of Evaluation Criteria and Categories 3-5 on the Fund Guidelines:**
 - Can be used for reimbursement of regional/national media contracts (radio, TV, social media, etc.)
 - Can be used for reimbursement of City of Surprise hotel invoices
 - Can be used for reimbursement of event operational costs paid to Surprise businesses (catering, transportation, event supplies, etc)
 - Can be reimbursed prior to event
 - All marketing must include “Surprise, Arizona” to be considered for the reimbursement
 - Include a link to ExploreSurprise.com on Patriot website, social media posts with links and signage at event
- **An additional \$15,000 will be available based on performance of Categories 1 & 2:**
 - Up to \$5,000 based off of total room nights for the event
 - 100+ room nights = \$2,500
 - 301+ room nights = \$5,000
 - Up to \$10,000 based off of total attendance for the event
 - 1,000+ in attendance = \$2,500
 - 3,001+ in attendance = \$5,000
 - 5,001+ in attendance = \$10,000
 - Can be used for reimbursement of regional/national media contracts (radio, TV, social media, etc.)
 - Can be used for reimbursement of City of Surprise hotel invoices
 - Can be used for reimbursement of event operational costs paid to Surprise businesses (catering, transportation, event supplies, etc)
 - All marketing must include “Surprise, Arizona” to be considered for the reimbursement



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

RESOLUTION # 2022-91

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2023 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$30,000 WITHIN THE TOURISM FUND FROM CONTINGENCY TO SERVICES FOR THE PATRIOT ALL-AMERICA INVITATIONAL.

WHEREAS, the FY2022 City of Surprise Comprehensive Financial Management Policies (“Policy”), were adopted by Council Resolution #2021-49 on May 4, 2021;

WHEREAS, pursuant to the Policy, the City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging, of which one percent (1.00%) is recorded in the General Fund and the remaining 3.52% is recorded in the City’s Tourism Fund;

WHEREAS, of the amount recorded in the Tourism Fund, the Mayor and Council designated that seventy-five percent (75%) be spent for sports tourism facility development and improvement, while twenty-five (25%) be spent on marketing, studies and special events;

WHEREAS, on December 3, 2019, the Mayor and Council adopted a “Strategic Plan” seeking to attract visitors to the City with new and enhanced event and entertainment opportunities;

WHEREAS, on August 3, 2022, pursuant to the Policy and the Strategic Plan, the Tourism Fund Sub-committee recommended to approve the allocation of tourism funds not to exceed \$30,000 for The Patriot All-America Invitational;

WHEREAS, the FY2022 budget was adopted by Council Resolution #2022-56 on June 7, 2022;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2022 through June 30, 2023.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2022.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2022-91
Exhibit A

1. Appropriation - The allocations below represent a reallocation of appropriations in the amount not to exceed \$30,000 from the Tourism Fund within the Contingency Fund to services within the Grant Contingency Revenue Fund To establish a budget for the Patriot All America Invitational. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	<u>Rev/</u> <u>Exp</u>	Current Budget	Increase/ (Decrease)	Amended Budget
Tourism	General Operations	Contingency	E	1,431,700	(30,000)	1,401,700
Tourism	Sports and Tourism	Services	E	595,000	30,000	625,000
Expense Total				2,026,700	-	2,026,700



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 6, 2022

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Internal

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Presentation and discussion pertaining to the FY2022 Financial Status Report through June 2022.

Motion:

Discussion only.

Background:

This update will review the financial activity through the month of June 2022.

Objective Analysis:

The comparison of the actual financial activity to the plan laid out in the budget helps the city to determine the current financial position. This will allow for better short and long term financial planning as the current fiscal year is underway and the planning for the next budget begins.

Policy Compliant:

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

Financial Impact:

The attached presentation provides an update of the unaudited revenue and expenditures for the General Fund for Fiscal Year 2022, through June 2022.

Budget Impact:

This item does not amend the current fiscal year budget. There will be discussion of the city's financial performance to-date.

FTE Impact:

This item does not change the full-time equivalent position count.

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 6, 2022
Submitting Department: Parks and Recreation
Staff Recommendations:

Contact Person:
District: Citywide

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

Consideration and action pertaining to a recommendation of a preferred location for the new City of Surprise Pool.

Motion:

In as much as staff will be seeking direction from City Council on the preferred location of the new pool, staff may request a formal vote if consensus of City Council is uncertain. If a motion is needed, and City Council desires to adopt the location recommendation of the Parks and Recreation Advisory Commission, then the following is potential language that may be utilized:

I move to adopt the recommendation of the Parks and Recreation Commission.

If an alternative location is preferable, then:

I move to direct staff to proceed with design of a new pool with the preferred location at ____.

Background:

In the FY2023 budget process, the City's third public pool was approved as a high priority for the Council. In July 2022, a public survey went out to Surprise residents to ask what amenities the public would like to see included in the new pool. The survey closes on August 26th. This presentation will discuss the public survey results as well as receive Surprise City Council's recommendation and approval on the location of the pool in order to begin design.

Objective Analysis:

Review and present public survey results as well as review location differences and similarities.

Policy Compliant:

Compliant with Policy.

Financial Impact:

\$3,000,000 was allocated in the FY2023 budget to design the pool. This item will allow the department to go out for bid to design the pool.

Budget Impact:

Design is funded in the FY2023 budget.

FTE Impact:

None at this time.

ATTACHMENTS:

1. 090622 Council Presentation Draft
-



Pool # 3 Update and Location Selection

SEPTEMBER 6, 2022

POOL SURVEY

1. What do you use current pools for?
2. Where would a community pool be best located?
3. What amenities would you like to see?
4. What kind of programs would you like to see?
5. Have you participated in competitive swim?
6. What items would you like to see in a 50-meter pool?
7. What programs would you wish to see offered in a 50-meter competitive pool?



SURVEY RESULTS



CITY OF SURPRISE
PARKS AND RECREATION

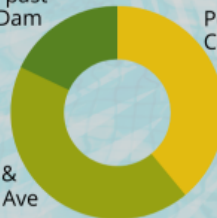
2,756 PARTICIPANT
RESPONSES

BEST LOCATION

Bell Rd past
McMicken Dam

Perryville Rd &
Cactus Rd

175th Ave &
Sweetwater Ave



68% USE CITY POOLS
FOR OPEN SWIM

TOP 3 AMENITIES

Lazy River

Water Slide

Beach
Entry

COMPETITIVE SWIM

674 PARTICIPATED IN
COMPETITIVE SWIM

TOP 3 PROGRAMS

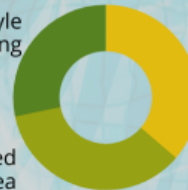
1. Competitive Swim Team
2. Recreational Swim Team
3. Master's Swim Team

TOP 3 ITEMS

Stadium Style
Seating

Shaded
Spectator area

Host Large
Swim Meets



We appreciate all of the feedback & are working to develop a plan for a splashtastic new pool!

MORE INFO AT [SURPRISEAZ.GOV/AQUATICS](https://surpriseaz.gov/aquatics)

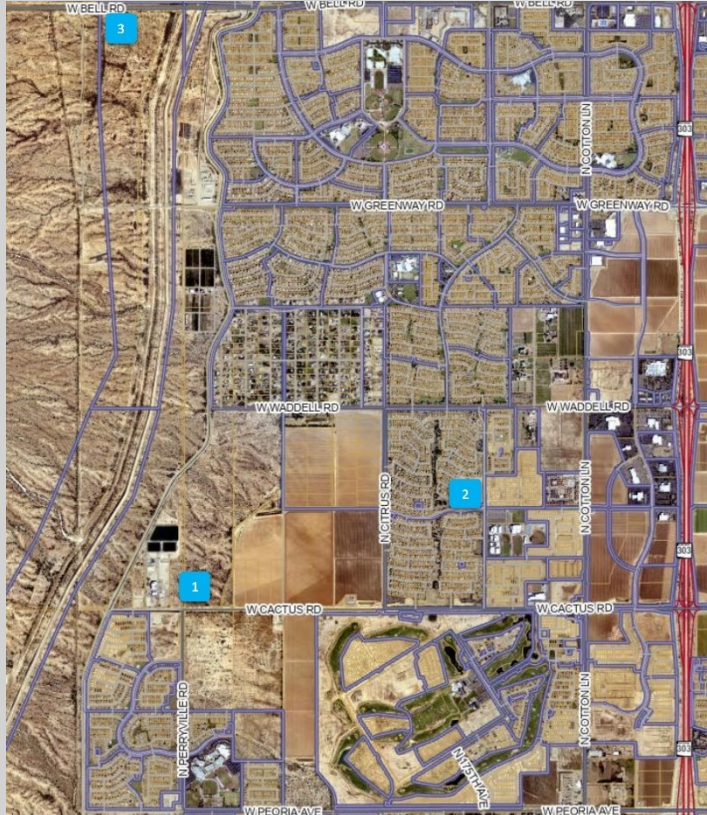
IDEA BOARDS



IDEA BOARDS



LOCATION OPTIONS



1. Perryville Rd. and Cactus Rd. near Shadow Ridge High School
2. 175th Ave. and Sweetwater Ave. near Paradise Honors High School
3. Bell Rd. past McMicken Dam near Sun Valley Pkwy



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 6, 2022
Submitting Department: Legal
Staff Recommendations: None

Contact Person: Robert Wingo, CITY ATTORNEY
District: Internal

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

Agenda Wording:

Consideration and action to recess into executive session for discussion and consultation for legal advice with the City Attorney pertaining to *City of Surprise v. Circle City Water Company LLC* pursuant to A.R.S. 38-431.03(A)(3).

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 6, 2022
Submitting Department: Human Resources
Staff Recommendations: None

Contact Person:
District: Internal

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

Agenda Wording:

Consideration and action to recess into executive session to discuss and consider end of year personnel evaluations and Fiscal Year 2023 goals for the City Manager, City Clerk, City Auditor, and City Attorney pursuant to A.R.S. 38--431.03 (A)(1).

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 6, 2022
Submitting Department: Legal
Staff Recommendations: None

Contact Person: Robert Wingo, CITY ATTORNEY
District: Internal

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

Agenda Wording:

Consideration and action to recess into executive session for discussion and consultation for legal advice with the City Attorney pertaining to the City's administrative and legal obligations under Arizona Revised Statutes Title 19 pursuant to A.R.S. 38-431.03(A)(3).

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
