



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

Tuesday, December 16, 2014 @ 6:00 PM

[Back](#) [Print](#)

- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS
- E. City Manager Report:
- F. City Attorney Report:
- G. Regular City Council Meeting Agenda:

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.

Consent Agenda:

- | | | | |
|-----|-------------------|---|--|
| *#1 | District 5 | <u>Approval of a final plat for the West Point Towne Center Parcel 12, subdividing property generally located at the south west corner of Grand Avenue and Dysart Road; Resolution #2014-120.</u> | Approve
Eric Fitzer,
Community
Development |
| *#2 | District 6 | <u>Consideration and action declaring the City's intention to create Marley Park Ph 4, #140, Street Light Improvement District, pursuant to A.R.S. § 48-616; Res #2014-119.</u> | Approve
Kristin
Tytler,
Public
Works
Department |
| *#3 | District Citywide | <u>Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of December 2, 2014.</u> | Approve
Sherry Ann
Aguilar,
City Clerk |
| *#4 | District 4 | <u>Consideration and action to approve continuation of Off-Track Wagering requested by Daniel Lucero on behalf of American Greyhound Racing for Runner' Sports Bar located at 12751 W. Bell Road, Suites 8 & 9, Surprise, Arizona 85374 thru December 16, 2015.</u> | Approve
Sherry Ann
Aguilar, City
Clerk MMC |
| *#5 | District Internal | <u>Consideration and action on an Intergovernmental Agreement with</u> | Approve |

	<u>Maricopa County regarding the acceptance of HOME funds, as part of the Maricopa County Housing Consortium and requesting a budget amendment for FY2015 by reallocating appropriations of \$133,500 from Grants and Contingency to the Neighborhood Revitalization Fund; Resolution 2014-117.</u>	Eric Fitzer, Community Development
*#6 District 6	<u>Consideration and action approving the Marley Park Legacy Charter School final plat, dated December 4, 2014, a property generally located along the north side of Sweetwater Avenue alignment, approximately ¼ mile east of Bullard Road; Resolution 2014 - 121.</u>	Approve Eric Fitzer, Community Development
*#7 District Citywide	<u>Consideration and action authorizing the City Manager to apply for and accept a FY2015 Arizona Lottery Fund (ALF) grant funds in the amount of \$346,740; Resolution #2014-122.</u>	Approve David Kohlbeck, Public Works
Regular Agenda Item - Non-Public Hearing:		
#8 District Internal	<u>Consideration and action to appoint the following to fill vacancies on City Boards/Commissions: Mary Pate to fill a vacancy on the Arts & Cultural Advisory Commission with a term expiration of July 1, 2016; Christine Baker; Nicole Jeffords and Joseph Poschner to fill 3 vacancies on the Disability Advisory Commission all with term expirations of July 1, 2015; Matthew Keating to fill a vacancy on the Planning & Zoning Commission with a term expiration of July 1, 2015 and Ryan Spotts to fill a vacancy on the Health Benefits Trust Fund Board with a term expiration of September 23, 2018, and to direct the City Clerk to issue the oath of office.</u>	Approve Sherry Ann Aguilar, City Clerk MMC
#9 District Citywide	<u>Presentation and discussion regarding the FY2014 Budget Status Report through October 2014.</u>	No Action Lindsey Duncan, Finance Director
#10 District 4	<u>Presentation and discussion on the development of a Heritage Overlay District for the Original Town Site.</u>	No Action Jackie Keller, Community Development
#11 District Citywide	<u>Consideration and action on the 2014-2015 Surprise Community Outreach Program funding recommendations as follows:1. Benevilla - \$10,0002. Friends of the Library - \$2,0003. Northwest Valley Connect - \$10,0004. St. Vincent de Paul - \$10,0005. West Valley Arts Council - \$10,0006. WHAM - \$8,000</u>	Approve Janeen K. Gaskins, Grants Administrator
#12 District 3	<u>Consideration and possible action regarding the course of the APS line siting running along 303, west along Cactus Road, then north along approximately 195th Avenue; and community impact.</u>	Approve City Manager, Bob Wingenroth

H. 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 on any item not 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.

I. Other Business and Future Agenda Items:

J. Mayor/Council Reports:

K. Executive Session:

#13	District Internal	Litigation Update: discussion/consultation with the City Attorney to receive legal advice; and to consider its position on active litigation. (A.R.S. §38-431.02(A)(3)&(4))	No Action Misty Leslie, City Attorney
#14	District Internal	Discussion and consideration of employment matters, conducting performance evaluations and 2015 goals for appointed officials, pursuant to Ariz. Rev. Stat. §38-431.03(A)(1).	No Action Misty Leslie, City Attorney
#15	District Internal	Discussion and consultation with the City Attorney for legal advice, and to consider its position and to instruct the City Attorney regarding contracts subject to negotiations related to third party use of City facilities pursuant to ARS §38-431.03(A)(3).	None Misty Leslie, City Attorney

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.

L. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Amended on 12/15/2014 at 4:26 p.m. adding item #12

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

December 16, 2014 @ 6:00:00 PM

+ Back Print

Council Meeting Date:	December 16, 2014	Contact Person:	Eric Fitzer, Community Development
Submitting Department:	CD	District:	5
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Approval of a final plat for the West Point Towne Center Parcel 12, subdividing property generally located at the south west corner of Grand Avenue and Dysart Road; Resolution #2014-120.

Motion:

I move to approve Resolution 2014-120.

Background:

The Final Plat will encompass approximately 19.12 acres and produce two commercial lots. This Final Plat is associated with the Minor General Plan Amendment and Major PAD Amendment currently being processed under FS14-381.

Financial Impact Statement:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Resolution and Plat](#)
 - ☐ [Vicinity Map](#)
 - ☐ [ADOT Comments](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
------------	---	-------	-------------	-------	---

Presentation Speaker Names (spelling and titles for TV captions):

Robert Kuhfuss, Planner



COMMUNITY DEVELOPMENT DEPARTMENT

Date: December 16, 2014
To: Mayor and City Council
From: Eric Fitzer, Community Development Director
Robert H. Kuhfuss, AICP, Planner II
Re: FS14-390 – West Point Towne Center Parcel 12

Application Summary

Alan Beaudoin of LVA Urban Design Studio, LLC on behalf of Lexington Investments, Inc. filed an application for a Final Plat West Point Towne Center Parcel 12. The Final Plat will encompass approximately 19.12 acres and produce two (2) commercial lots. This Final Plat is associated with the Minor General Plan Amendment and Major PAD Amendment currently being processed under FS14-381.

Location

The subject property is located at south of Grand Avenue and west of Dysart Road on what is known as Parcel 20 of the West Point Towne Center PAD. The attached aerial photograph depicts the property within that PAD and its surrounds.

History

October 26, 1995: The City Council approved the original Planned Area Development (PAD) for West Point Towne Center under PAD95-044 per Ordinance #95-15.

April 24, 2003: The City Council approved a Major Amendment pertaining to Parcel 12 of the West Point Towne Center under PADA02-336, which served to change the land use mix of the subject property from Multi-family to Mixed Use.

September 9, 2010: The City Council approved the Village 1 Plan under Resolution #10-89.

May 14, 2013: The City Council approved the Surprise General Plan 2035 under Resolution 2013-39. Said Plan was subsequently amended by the City Council on June 25, 2013 and ratified by the voters in November of 2013.

August 20, 2014: Staff from Economic Development and Planning met with the applicant to discuss the project.

September 17, 2014: The applicant filed a request for a Concept Review under CR14-356. Said meeting was held on September 25, 2014, with comments delivered on October 2, 2014.

October 6, 2014: The applicant filed a request for a Minor General Plan Amendment (GPA) together with a Major PAD Amendment under FS14-381, the subject case.

October 10, 2014: City staff met with the applicant, ADOT and MAG to discuss issues relating to the MAG COMPASS study as they pertain to site access from Grand Avenue (US-60).

November 18, 2014: The City Council heard a presentation regarding the development activity being planned for the subject property during a Regular workshop session.

November 20, 2014: The Planning and Zoning Commission recommended approval of the related Minor General Plan Amendment and the Major PAD Amendment to the City Council.

Summary

The proposed final plat covers approximately 19.12 acres of currently developed property. Two related cases, a Minor General Plan Amendment (GPA) and a Major PAD Amendment (PADA) are being processed under FS14-381. Both cases were heard by the Planning and Zoning Commission on November 20, 2014, who recommended approval to the City Council. Those cases are scheduled for hearing by the City Council on December 2, 2014.

Findings

- The proposed Final Plat meets the requirements of the West Point Towne Center PAD, as amended by the Major PAD Amendment associated with this request.
- The proposed Minor PAD Amendment is consistent with the Original West Point Towne Center PAD with respect to scope and process.

Recommendations:

Staff recommends approval of the Final Plat.

Attached:

Vicinity Map
Case Map
Resolution
Final Plat
ADOT Comments

RESOLUTION #2014-120

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT ENTITLED "WEST POINT TOWNE CENTER PARCEL 12," GENERALLY LOCATED SOUTH OF GRAND AVENUE AND WEST OF DYSART ROAD AND WAIVING PRELIMINARY PLAT.

WHEREAS, on October 26, 1995 the Mayor and City Council approved the West Point Towne Center Planned Area Development;

WHEREAS, Arizona Revised Statutes A.R.S § 9-463.01 allows the City Council to approve a Final Plat for a subdivision consisting of 10 or fewer lots in the absence of a Preliminary Plat;

WHEREAS, the proposed subdivision consists of two lots;

WHEREAS, the proposed final plat does not create any substandard or nonconforming lots; and

WHEREAS, the proposed Final Plat is in compliance with the Surprise Municipal Code and Surprise General Plan.

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

Section 1. To waive the requirement for a preliminary plat prior to review and adoption of this Final Plat.

Section 2. To approve the Final Plat entitled "West Point Towne Center Parcel 12," dated October 13, 2014.

APPROVED AND ADOPTED this _____ day of _____ 2014.

Sharon R. Wolcott, Mayor

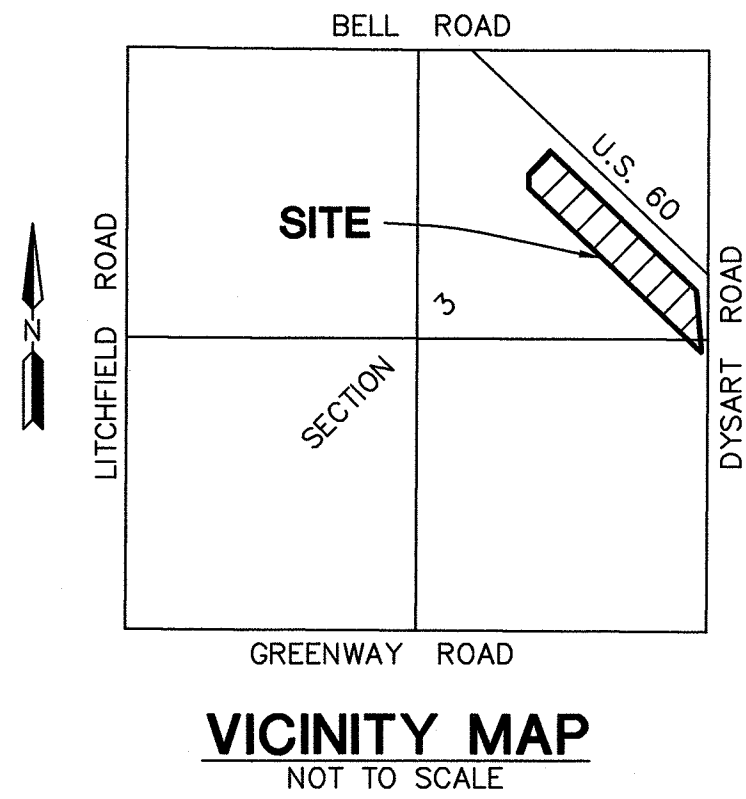
Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

FINAL PLAT
OF
WEST POINT TOWNE CENTER PARCEL 12
SURPRISE, ARIZONA
A PORTION OF THE EAST HALF OF SECTION 3, TOWNSHIP
3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }SS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LEXINGTON INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "WEST POINT TOWNE CENTER PARCEL 12", LOCATED IN THE EAST HALF OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "WEST POINT TOWNE CENTER PARCEL 12" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER 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.

EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES AS SHOWN.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND 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.

OWNER HEREBY GRANTS TO THE PUBLIC A NON-EXCLUSIVE EASEMENT (PUE) OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE ACCESS OVER THE COMMON DRIVABLE AREAS WITHIN THIS PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR PUBLIC SAFETY AND TRASH COLLECTION VEHICLES.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-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 ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF ANY EASEMENT SHOWN OR GRANTED HEREIN, GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO ANY EASEMENT SHOWN OR GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND SUCH OTHER PIPES OR CONDUITS. UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER PIPES CROSSING ANY EASEMENT SHOWN OR GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

IN WITNESS WHEREOF:

LEXINGTON INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS 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 _____, 2014.

LEXINGTON INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ BY: _____
GARY TORHJELM JANLEN AVIATION

ITS: _____ ITS: _____
PRESIDENT MANAGER

ACKNOWLEDGMENT

ON THIS, THE ____ DAY OF _____, 2014, BEFORE ME, _____ OF: _____
WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF:
LEXINGTON INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND
ACKNOWLEDGED THAT HE/SHE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED
THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES _____

PUBLIC NOTICE:

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 CONTOUR LINES 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.

RELEASE OF LIABILITY

LEXINGTON INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER"), DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS 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 DAMAGE 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. 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 DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

NOTES

- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING SHADED FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1240L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN 2035.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
- DEVELOPMENT STANDARDS FOR THIS PLAT PER ZONING AMENDMENT FS14-381 OR AS SUBSEQUENTLY AMENDED.
- A CROSS ACCESS AGREEMENT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL WITHIN THIS PLAT SHALL BE GRANTED BY SEPARATE INSTRUMENT AT THE TIME OF (FUTURE) DEVELOPMENT OF THIS SITE.

OWNER

LEXINGTON INVESTMENTS LLC
7201 E. CAMELBACK ROAD, SUITE 305
SCOTTSDALE, ARIZONA 85251
PH: (480) 296-1846
CONTACT: GARY TORHJELM

SURVEYOR

HILGARTWILSON
2141 EAST HIGHLAND ROAD
SUITE 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: KIRK J. PANGUS

BASIS OF BEARING

BASIS OF BEARING IS S00°04'28"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

SHEET INDEX

FP01 COVER SHEET
FP02 FINAL PLAT

CERTIFICATE OF ASSURED WATER SUPPLY

THIS SUBDIVISION WAS ISSUED A CERTIFICATE OF ASSURED WATER SUPPLY BY THE ARIZONA DEPARTMENT OF WATER RESOURCES ON MAY 02, 1996. CERTIFICATE NUMBER 51-300133.0000. THIS SUBDIVISION WILL BE SERVED BY EPOR WATER COMPANY.

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2014, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2014.

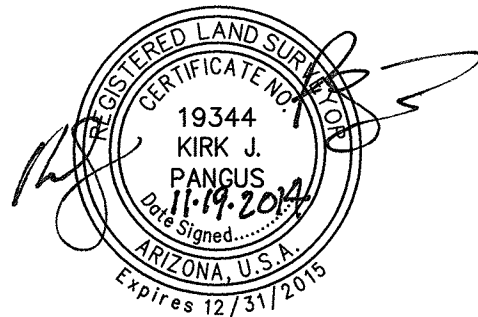
MAYOR

ATTEST:

CITY CLERK

LAND SURVEYOR CERTIFICATION

I, KIRK J. PANGUS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2014; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



KIRK J. PANGUS
RLS# 19344
HILGARTWILSON
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535

NOTE:
A.R.S. 32-151 STATES THAT 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 FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

COUNTY RECORDER

LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN THE EAST HALF OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3 FROM WHICH THE SOUTHEAST CORNER THEREOF BEARS SOUTH 00°04'28" WEST, 2663.97 FEET;

THENCE SOUTH 00°04'28" WEST, 62.97 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3;

THENCE LEAVING SAID EAST LINE, NORTH 89°55'32" WEST, 65.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DYSART ROAD, BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°04'28" WEST, 52.46 FEET TO THE NORTHEAST CORNER OF THE FINAL PLAT OF DAVE BROWN AT WEST POINT, AS RECORDED IN BOOK 436, PAGE 09, RECORDS OF MARICOPA COUNTY, ARIZONA;

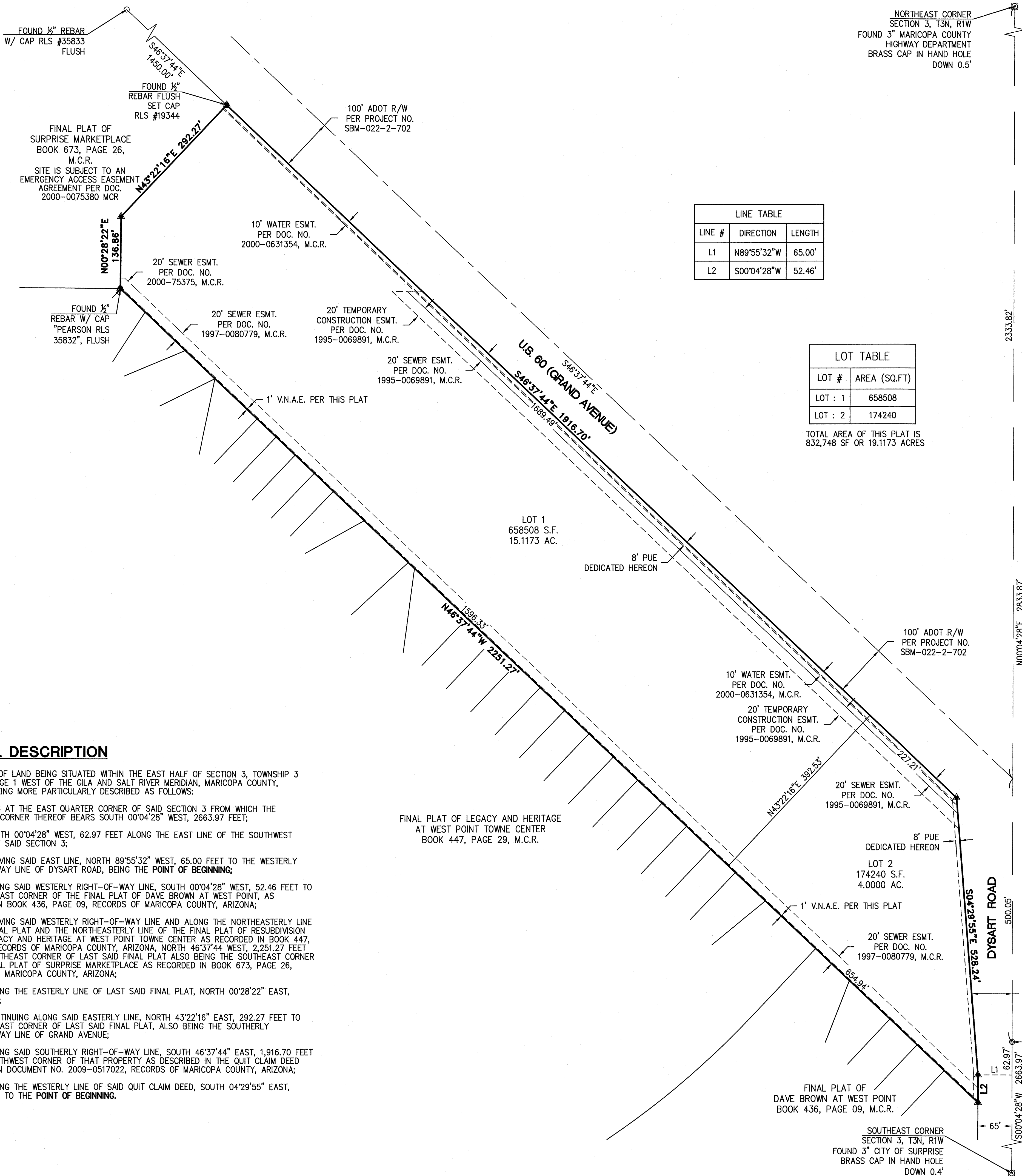
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE NORTHEASTERLY LINE OF SAID FINAL PLAT AND THE NORTHEASTERLY LINE OF THE FINAL PLAT OF RESUBDIVISION OF THE LEGACY AND HERITAGE AT WEST POINT TOWNE CENTER AS RECORDED IN BOOK 447, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA, NORTH 46°37'44" WEST, 2,251.27 FEET TO THE NORTHEAST CORNER OF LAST SAID FINAL PLAT ALSO BEING THE SOUTHEAST CORNER OF THE FINAL PLAT OF SURPRISE MARKETPLACE AS RECORDED IN BOOK 673, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE EASTERLY LINE OF LAST SAID FINAL PLAT, NORTH 00°28'22" EAST, 136.86 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 43°22'16" EAST, 292.27 FEET TO THE NORTHEAST CORNER OF LAST SAID FINAL PLAT, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF GRAND AVENUE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 46°37'44" EAST, 1,916.70 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN DOCUMENT NO. 2009-0517022, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE WESTERLY LINE OF SAID QUIT CLAIM DEED, SOUTH 04°29'55" EAST, 528.24 FEET TO THE POINT OF BEGINNING.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°55'32"W	65.00'
L2	S00°04'28"W	52.46'

LOT TABLE	
LOT #	AREA (SQ.FT)
LOT : 1	658508
LOT : 2	174240

TOTAL AREA OF THIS PLAT IS 832,748 SF OR 19.1173 ACRES

LEGEND

- ▲ SET CORNER OF THIS PLAT WITH 1/2" REBAR W/ CAP, LS 19344 OR AS NOTED
- FOUND MONUMENT AS NOTED
- ⊗ FOUND BRASS CAP IN HAND HOLE
- L1 LINE TABLE NUMBER
- R/W RIGHT-OF-WAY
- ESMT EASEMENT
- DOC. DOCUMENT
- NO. NUMBER
- BK BOOK
- PG PAGE
- MCR MARICOPA COUNTY RECORDS
- V.N.A.E. VEHICULAR NON ACCESS EASEMENT
- PARCEL BOUNDARY
- - - CENTER LINE
- - - EASEMENT LINE
- SECTION LINE



COUNTY RECORDER

COUNTY RECORDER

© Copyright, HilgartWilson 2014 — This document is the sole property of HilgartWilson.

STATUS:

PROJ. NO.: 1492

DATE: 10/13/14

SCALE: NONE

DRAWN: JDL

APPROVED: KJP

DWG. NO.

FP02

SHT. 2 OF 2

WEST POINT TOWNE CENTER PARCEL 12

SURPRISE, ARIZONA

FINAL PLAT

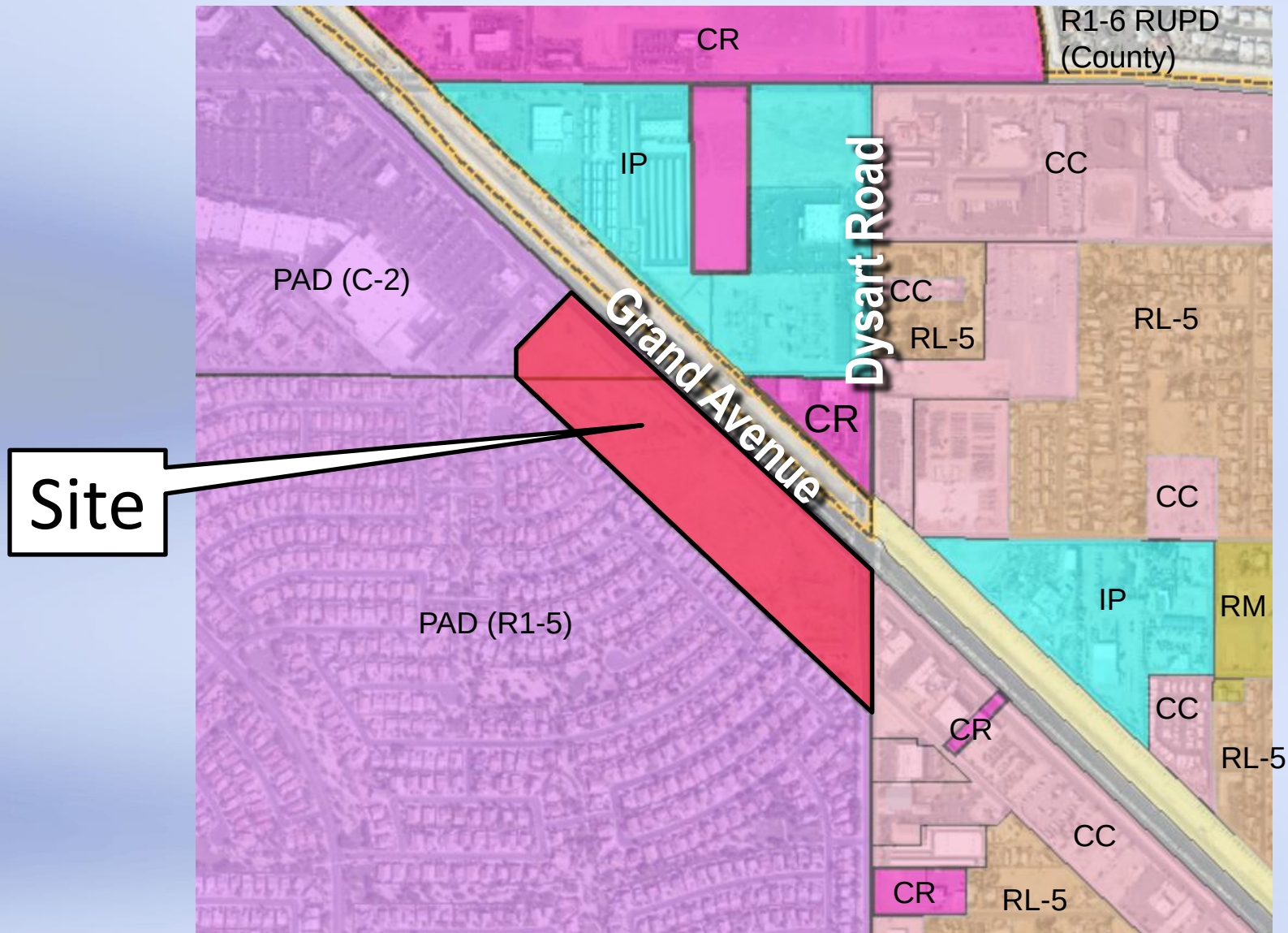
HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGEMENT
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.566.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

FS14-390 VICINITY MAP



FS14-390 CASE MAP

Final Plat for West Point Towne Center Parcel 12





November 4, 2014

Attn: Jamie Sullivan
Development Services Project Coordinator
The City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Re: Case Number: FS14-390
WEST POINTE TOWNE CENTER PARCEL 12 FP
Type: III Final Plat
ADOT – RED LETTER NOTICE

Dear Ms. Sullivan:

Thank you for your notification and the related attached Development Review Transmittal and the Development Application regarding the West Pointe Towne Center Parcel 12 FP as referenced above. After reviewing this information, we have determined that at this time the proposed plan will not impact our highway facilities in this area.

ADOT reserves the right to review and comment on any and all development plans for the area as to any impact they may have on the State Highway System.

Should you have any questions, feel free to contact me at 602-712-7315, or in writing at 205 S. 17th Avenue, Right of Way Project Management Section, MD 612E, Phoenix, Arizona 85007.

Sincerely,

Paul D. Betken
Right of Way Agent
Right of Way Project Management
pbetken@azdot.gov



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 16, 2014	Contact Person:	Kristin Tytler, Public Works Department
Submitting Department:	Public Works	District:	6
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action declaring the City's intention to create Marley Park Ph 4, #140, Street Light Improvement District, pursuant to A.R.S. § 48-616; Res #2014-119.

Motion:

I move to approve Resolution No. 2014-119

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders. The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff. The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of equal apportionment of taxes based upon the number and classification of properties within the district .

Financial Impact Statement:

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

ATTACHMENTS:

Click to download

- ☐ [Resolution 2014-119](#)
 - ☐ [Petition](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

Kristin Tytler, Engineering Manager-Development Review

RESOLUTION # 2014-119

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, MARLEY PARK PHASE 4 #140 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statutes, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in Exhibit A (such area hereinafter referred to as the "District") with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publications or posting of this Resolution provided for in Sections 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District, and;

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of publications and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

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

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of

mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, MARLEY PARK PHASE 4 #140 LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvements as so described above.

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona Marley Park Phase 4 #140 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets or equivalent of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101, et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by an equal apportionment of taxes based on the number and classification of the properties within the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents (\$1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this __day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

EXHIBIT "A"

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised November 24, 2014
Revised November 21, 2014
Revised October 28, 2014
October 3, 2014
WP# 144207
Page 1 of 3
See Exhibit "B"

PARCEL DESCRIPTION Marley Park Phase 4 #140 Street Light Improvement District

A parcel of land lying within the west half of Section 16, Township 3 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 16, a 3-inch brass cap flush in concrete stamped RLS 27239, from which the northwest corner of said section, a 3-inch brass cap flush in concrete stamped RLS 27239, bears North 00°01'03" West (basis of bearing), a distance of 2627.28 feet;

THENCE along the west line of said section, North 00°01'03" West, a distance of 8.00 feet, to a point of intersection with the monument line of Sweetwater Avenue, as recorded in Book 1193, page 41, Maricopa County Records (M.C.R.);

THENCE leaving said section line, along said monument line, South 88°41'21" East, a distance of 93.79 feet;

THENCE leaving said monument line, North 01°18'39" East, a distance of 53.00 feet, to the northerly right-of-way line of said Sweetwater Avenue and the **POINT OF BEGINNING**;

THENCE along said northerly line, North 44°21'12" West, a distance of 57.22 feet, to the easterly right-of-way line of Bullard Avenue as recorded in Book 699, page 29, M.C.R.;

THENCE leaving said northerly line, along said easterly line, North 00°01'03" West, a distance of 2155.41 feet, to the easterly right-of-way line of Bullard Avenue as recorded in Book 839, page 39, M.C.R.;

THENCE continuing along said right-of-way line, North 06°44'20" East, a distance of 102.00 feet;

THENCE North 00°01'03" West, a distance of 165.05 feet;

THENCE North 45°19'04" East, a distance of 56.24 feet, to the southerly right-of-way line of Waddell Road as recorded in Book 839, page 39, M.C.R.;

THENCE leaving said easterly line, along said southerly line, South 89°20'49" East, a distance of 2531.43 feet;

THENCE South 89°21'05" East, a distance of 0.72 feet, to the north-south mid-section line of said Section 16;

THENCE leaving said southerly line, along said north-south mid-section line, South 00°01'08" West, a distance of 2565.34 feet, to the northerly line of Marley Park Parcels 17 and 18 as recorded in Book 1195, page 14, M.C.R.;

THENCE leaving said north-south mid-section line, along said northerly line, North 72°32'58" West, a distance of 101.16 feet;

Parcel Description
Marley Park
Phase 4 #140
Street Light Improvement District

Revised November 24, 2014
Revised November 21, 2014
Revised October 28, 2014
October 3, 2014
WP# 144207
Page 2 of 3
See Exhibit "B"

THENCE North 75°21'28" West, a distance of 84.48 feet;
THENCE North 89°58'52" West, a distance of 240.00 feet;
THENCE North 00°01'08" East, a distance of 5.00 feet;
THENCE North 89°58'52" West, a distance of 240.00 feet;
THENCE South 00°01'08" West, a distance of 5.00 feet;
THENCE North 89°58'52" West, a distance of 255.14 feet;
THENCE South 46°56'43" West, a distance of 71.83 feet;
THENCE North 17°41'35" West, a distance of 166.28 feet;
THENCE South 72°18'25" West, a distance of 171.40 feet, to the beginning of a curve;
THENCE westerly along said curve, having a radius of 2833.00 feet, concave northerly, through a central angle of 00°41'15", a distance of 33.99 feet, to the easterly right-of-way line of said Sweetwater Avenue and a point of intersection with a non-tangent line;
THENCE leaving said northerly line, along said easterly line, North 17°00'20" West, a distance of 106.00 feet, to the said northerly right-of-way line of Sweetwater Avenue and a point of intersection with a non-tangent curve;
THENCE leaving said easterly line, along said northerly line, westerly along said curve, having a radius of 2727.00 feet, concave northerly, whose radius bears North 17°00'20" West, through a central angle of 18°18'59", a distance of 871.77 feet, to the curve's end;
THENCE North 88°41'21" West, a distance of 439.41 feet, to the **POINT OF BEGINNING**.

Containing 147.7750 acres, or 6,437,078 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of December, 2012. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2014 Parcel Descriptions\144207 Marley Park Phase 4 #140 SLID L05R03 11-24-14.docx



WADDELL ROAD
PER BK. 839, PG. 39, M.C.R.

NORTH 1/4 CORNER
SECTION 16, T.3N., R.1W.
1 1/4" IRON PIPE

NORTHWEST CORNER
SECTION 16, T.3N., R.1W.
3" B.C.F. IN CONCRETE
STAMPED RLS 27239

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°41'21"E	93.79'
L2	N01°18'39"E	53.00'

WEST 1/4 CORNER
SECTION 16, T.3N., R.1W.
3" B.C.F. IN CONCRETE
STAMPED RLS 27239
P.O.C.

CENTER OF SECTION 16,
T.3N., R.1W.

P.O.B.

L2

8.00'

L1

SWEETWATER AVENUE
PER BK. 1193, PG. 41, M.C.R.

MARLEY PARK
PARCELS 17 AND 18
BK. 1195, PG. 14, M.C.R.

NORTH-SOUTH MID-SECTION
LINE OF SECTION 16

BULLARD AVENUE

PER BK. 699, PG. 29, M.C.R.
— N00°01'03"W 2627.28'

WOOD/PATEL
2051 W. NORTHERN AVE.
PHOENIX AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580
PHOENIX • MESA • TUCSON



EXPIRES 03-31-16 N: \2014\144207\SURVEY\Legal\4207L05R03.dwg

EXHIBIT "B"

MARLEY PARK
PHASE 4 #140
STREET LIGHT IMPROVEMENT DISTRICT
REVISED 11/24/2014
WP#144207
PAGE 3 OF 3
N.T.S.

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

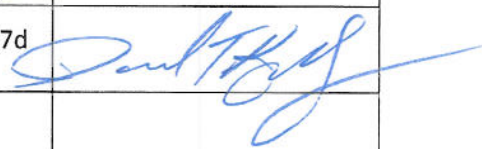
Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed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

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

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

Marley Park Phase 4 #140

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Daniel T. Kelly	Sweetwater Ave Ph IV and 144 th Dr	501-39-007d	



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: December 16, 2014

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action on the minutes of the Regular City Council Work Session and Regular City Council Meeting of December 2, 2014.

Motion:

I move to approve the meeting minutes.

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

- ☐ [Minutes](#)
 - ☐ [Minutes](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
------------	---	-------	-------------	-------	---

Presentation Speaker Names (spelling and titles for TV captions):

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

Tuesday, December 2, 2014 @ 04:05 PM

A. Call To Order

B. Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:05 PM at Surprise City Hall Community Room, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 2, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Winters, Council Member Biundo, Council Member Villanueva and Council Member Tande.

Staff City Manager, Chris Hillman, City Attorney, Misty Leslie and City Clerk,
Present: Sherry Ann Aguilar.

C. Pledge of Allegiance

Regular City Council Work Session Agenda:

Regular Agenda Item - Non-Public Hearing:

#1 Presentation and discussion on transportation projects and issues in and around the City of Surprise, including median improvements, street “gap” remediation, and major Transportation corridors - NO ACTION

City Manager, Bob Wingenroth started off the presentation and turned over the presentation to Mike Gent, Public Works Director.

Regular City Council Work Session Minutes – December 2, 2014 – Page 2

- Transportation Projects, Public Works – Short and Long term
- Median Projects (Waddell/West of Litchfield); Bell Rd., (East of El Mirage Road); Kiva Rd.
- Intersection; Bell Road Sidewalks – Start in January 2015
- Bike/Turn lane paint projects
- Traffic Signal Design
- Mountain View Blvd. – Pavement is done, need to stripe – open to the public – January 15, 2015.
- Peakview Lane and 163rd – Flooding and traffic visibility.
- Cactus and Litchfield – Build out south-east corner

Mayor Wolcott – Signal Program funding – through MAG. Other signal optimization funding projects?

Council Member Villanueva – Friendship Bridge restriping, what is the status?

Status: In the next couple of weeks for contract review.

Mr. Wingenroth thanked Mr. Gent for asking Council for their input.

Current Transportation Projects – Martin Lucero

- Bell Road/Grand Avenue Intersection
- Design Concept Report/Environmental Assessment
- Project Schedule – Several months of savings
- 303/US60 (Grand Avenue) Interchange Update
- January 27th – Sun City Grand Project Updates
- Grand Avenue Sidewalk Gap Improvement DCR

Mayor Wolcott – Coordination of 303 project and Bell/Grand Interchange?

Council Member Biundo – Questioned Rubberized asphalt project

Council Member Winters – Sidewalk by Golden Corral, will this be addressed?

Council Member Villanueva – North-side of Bell Road, can you please repeat? 134th Drive & Bell Road.

Council Member Williams – East/West Northern Parkway completion?

Regular City Council Work Session Minutes – December 2, 2014 – Page 3

Status: New time table with priority changes at MCDOT.

Council Member Williams – Any thoughts on Peoria Avenue connection – East/West bound?

Council Member Tande – Peoria and Cactus access possibilities would be beneficial. Anyway we can help to expedite the Northern Parkway project?

Mayor Wolcott – All of these east/west have been discussed for years. When Northern Parkway was first presented, Surprise was initially against it. We need to discuss with Peoria and Glendale to make sure we are all connected.

Vice Mayor Hall – Safe Routes to School – What is this? Encourage walking/biking, encourage safe habits throughout our neighborhoods.

Council Member Williams – How are we identifying the schools to target with limited grant funding?

Council Member Villanueva – Kids crossing on Greenway Road, heavy traffic.

ACM, Rick Buss gave an overview regarding I-11 and the proposed plan and alternative solutions.

Preferred route from Casa Grande to Nogales. Makes sense, there is an existing corridor.

Vice Mayor Hall – Sun Valley parkway aligns with Turner Parkway? Makes sense, existing roadway already.

Mayor Wolcott – Communities that have access to interstates have recovered faster, we need access.

Mr. Buss – Thoughts for the Council if you want to move forward. Start putting together key points for a resolution as a whole.

Water Issues; no funding for this project currently; unrealistic development for this area. Federal project – need Council support.

Martin Lucero discussed a conversation he had with the railroad. Met with BNSF regarding Bell and Grand. The railroad was here before the State, they can put the rail wherever they want. If you can get them on board, you will have a backer.

Mayor Wolcott – I am on the board for I-11 and Casa Grande brought in a resolution asking for the groups support for Hassayampa Corridor.

Regular City Council Work Session Minutes – December 2, 2014 – Page 4

Mr. Buss - The land was bought many years ago, and the study goes back to 2005. Surprise participated in the study process.

Mayor Wolcott – The map is not set in stone, but it is the preferred corridor for specific groups. It is important for us to weigh in.

Council Member Tande – A different alignment will help Surprise, but concerned about Surprise having holes that are not developed. Take this plan to our study Council Member partners.

Council Member Villanueva - 2008/2014 is this the first time this is being brought up?

Mayor Wolcott – I tried to bring this forward to Council in 2009 and it was pulled from the agenda.

Council Member Biundo – Need to come back so we can have an in-depth discussion then make a decision.

Vice Mayor Hall – Would like certain pages of report defined better.

Recommendation – Draft resolution to support a specific corridor to present to MAG. Buss received consensus to bring an item forward for Council consideration.

E. Call to the Public

F. Adjournment:

Council Member Williams made the motion to adjourn the Regular City Council Work Session of December 2, 2014 at 5:45 PM. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

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, December 2, 2014.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, December 2, 2014 @ 06:00 PM

A. Call to Order

B. Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 2, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Winters, Council Member Biundo, Council Member Williams, Council Member Villanueva, and Council Member Tande.

Staff City Manager, Bob Wingenroth, City Attorney, Misty Leslie, and City Clerk,
Present: Sherry Ann Aguilar.

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

1. Special Recognition of Heather Henderson, Principal of AZ Charter Academy.
No Action

Mayor Wolcott recognized Heather Henderson, Principal of AZ Charter Academy of Surprise. She asked that Council Members Villanueva and Biundo assist with presenting the award.

E. City Manager Report

City Manager Wingenroth reported on establishing an Audit Committee, consisting of 2 members of Council, 2 members of Management and 2 residents of Surprise with financial background.

F. City Attorney Report

G. Regular City Council Meeting Agenda:

Consent Agenda

2. Consideration and action on authorizing the City Manager to request a transfer of six (6) Dial-a-Ride grant buses through the City of Phoenix to Gompers Center and One Step Beyond, Resolution 2014-118 - APPROVED

Public Works Manager, Dave Kohlbeck gave an explanation of this item.

Council Member Winters asked for clarification regarding 501C3.

Mr. Kohlbeck stated that they both are and that they transfer City of Surprise residents and that one is located in Surprise.

Vice Mayor Hall inquired about the relationship between us and the City of Phoenix, he also inquired about the net book.

Council Member Winters made the motion to approve authorizing the City Manager to request a transfer of six (6) Dial-a-Ride grant buses through the City of Phoenix to Gompers Center and One Step Beyond, Resolution 2014-118. Vice Mayor Hall seconded the motion. Seven yes votes. Motion carried.

3. Consideration and action authorizing the Mayor to enter into an Intergovernmental Agreement (IGA) with Maricopa County Flood Control District for construction at 107th & Union Hills; Resolution #2014-105 - APPROVED

4. **Consideration and action on an FY20014-15 budget amendment in the amount of \$125,000 for improved traffic conditions and control through utilization of medians on Waddell and Bell Road; Resolution #2014-100 - APPROVED**
5. **Consideration and action approving the Surprise Village at West Point Towne Center plat, dated October 20, 2014, a property generally located at the northeast corner of Litchfield and Bell Roads; Resolution #2014 - 111 - APPROVED**
6. **Consideration and action on the minutes of November 8, 2014 Special City Council Meeting (2014 Annual Summit) and November 18, 2014 Regular City Council Work Session and Regular City Council Meeting - APPROVED**
7. **Consideration and action approving Amendment No. 1 to the Mutual Assistance Agreement between the City of Surprise and the Beardsley Water Company - APPROVED**

Council Member Villanueva made the motion to approve the consent agenda, consisting of items 3-7. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

Regular Agenda Item - Non Public Hearing

8. Presentation updating council on grant activity - NO ACTION

Grants Administrator, Janeen Gaskins gave a powerpoint presentation relating to grant activities.

Vice Mayor Hall inquired about the percentage of the grants that are private vs. public.

Ms. Gaskins estimated 15% and then stated that she will get the more accurate numbers.

Council Member Biundo commented on exploring leveraging the funds.

Regular City Council Meeting Minutes – December 2, 2014 – Page 4

Council Member Tande stated that grants are more successful when you partner with other organizations.

Council Member Villanueva inquired about employee training.

Mayor Wolcott stated that it's nice to see this number double.

9. Consideration and action amending Chapters 26 and 105 of the Surprise Municipal Code related to business licenses; Ordinance No. 2014-13 - APPROVED

Finance Director, Lindsey Duncan gave an overview regarding Ordinance No. 2014-13. Amending Chapters 26 and 105 of the Surprise Municipal Code related to business licenses.

Council Member Williams inquired about Section 8 language and about eliminating the specific language.

Ms. Leslie stated that it was redundant.

Council Member Williams stated that we still have an issue with foreclosures/empty homes, and this is the reason why we created the Rental Accountability Ordinance in the first place.

Code Enforcement Manager, Chris Boyd stated that it doesn't weaken the ordinance, it is to make sure these properties are registered.

Vice Mayor Hall inquired about the special events process.

Ms. Leslie stated that they should bring back discussion to a work session at a future meeting.

Council Member Tande made the motion to approve Ordinance 2014-13. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

10. Consideration and action amending Chapters 2, 101, 105, and 122 of the Surprise Municipal Code relating to boards and commissions; Ordinance 2014-14 - APPROVED AS AMENDED

Regular City Council Meeting Minutes – December 2, 2014 – Page 5

City Attorney, Misty Leslie gave an overview of Ordinance No. 2014-14.

Council Member Winters commented on business cards for DAC.

Council Member Biundo stated that in his opinion all of the boards/commissions advocate as well.

Council Member Williams agreed with Council Member Biundo's statement for no business cards.

Council Member Villanueva also agreed with not providing business cards.

Mayor Wolcott spoke of providing credentials to P&Z and also agreed with not issuing business cards.

Council Member Villanueva spoke of making it hard on these people to come to council to get a card.

Council Member Tande showed his ID Badge as credentials. No security features.

Mayor Wolcott agreed with the City ID Badge.

Council Member Biundo made the following statement: Eliminate item "B", and change the notwithstanding statement. This way you are treating all of the bodies the same as Planning & Zoning Commission.

Council Member Tande asked if there are any issues with these types of ID's.

Council Member Williams made the motion to approve Ordinance 2014-14; adding in Section 2-92 - city credentials language notwithstanding the above the city manager may authorize city identification upon formal request by any public body. Council Member Biundo seconded the motion. Seven yes votes. Motion carried.

11. Presentation and Discussion on Draft Reclaimed Water Policy - NO ACTION

Water Resources Director, Terry Lowe gave a powerpoint presentation regarding the Draft Reclaimed Water Policy.

The following topics were discussed; Program Planning, Growth and Development, Outreach and Education and Regional Participation.

Vice Mayor Hall commented on investing in the vadose recharge wells.

Regular City Council Meeting Minutes – December 2, 2014 – Page 6

Council Member Tande inquired about a business model.

K. Executive Session

Council Member Tande made the motion to enter to executive session to discuss items 12 and 13 of the regular agenda @ 7:27 PM. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

Mayor Wolcott reconvened the meeting at 7:37 PM.

Regular Agenda Item - Public Hearing

12. Consideration and action on a minor amendment to the General Plan 2035 Land Use Map for the project known as "West Point Towne Center Parcel 12", generally located at the southwest corner of Grand Avenue and Dysart Road; Resolution 2014-110 - APPROVED

City Planner, Hobart Wingard gave a powerpoint presentation regarding a minor amendment to the General Plan 2035 Land Use Map for the project known as "West Point Towne Center Parcel 12", generally located at the southwest corner of Grand Avenue and Dysart Road; Resolution 2014-110.

Vice Mayor Hall stated that we need to be sensitive to the homeowners that back up to this; has concerns about the drive-thru; that it's not a correct use for this location and that he is not for having a conditional use for this property.

Mayor Wolcott stated she is concerned about the drive thru piece as well.

Council Member Villanueva inquired about the proximity to Dysart.

Council Member Winters agreed that this is not a proper place for a drive-thru.

Public comments:

Allen Bodwin, the applicant and the current property owner is present as well. Looking at purchasing all of the property for WESTMEC, then the drive thru issue would be moot.

Council Member Tande stated that he is in favor of moving forward tonight, but that he has concerns about the drive thru.

Regular City Council Meeting Minutes – December 2, 2014 – Page 7

Council Member Biundo stated that we need to be sensitive to the residents in this area and agreed to move forward.

Council Member Williams made the motion to approve Resolution 2014-110. Council Member Biundo seconded the motion. Seven yes votes. Motion carried.

13. Consideration and action approving a major zoning amendment for the Planned Area Development (PAD) known as "West Point Towne Center Parcel 12", generally located at the southwest corner of Grand Avenue and Dysart Road, changing the land use classification from medium density residential to commercial; Ordinance 2014-12 - APPROVED

Council Member Tande made the motion to approve Ordinance 2014-12. Council Member Villanueva seconded the motion. Seven yes votes. Motion carried.

H. Call to the Public

I. Other Business

Council Member Williams: requested pavement preservation report before budget process.

Vice Mayor Hall: requested match paint code for graffiti.

J. Mayor/Council Reports

Mayor and Council attended and/or reported on the following:

Mayor Wolcott: Mulch Fire; property is in a county island; conference call yesterday, how to respond on a regional level. Applauds City Manager Wingenroth for organizing an audit committee. Will be sending a draft of a list of Sub-Committees for 2015.

Council Member Winters: Resident that I reported at last meeting, received the keys to her new house.

Council Member Biundo: SC Grand, ordered trail markers and will blend in well with the landscape. Over 100 markers were ordered. Once installed the City will do the GPS markings.

Regular City Council Meeting Minutes – December 2, 2014 – Page 8

Vice Mayor Hall: Competitive Sports Round Table, 15 people attended. Coaches, parents attended.

L. Adjournment

Council Member Biundo made the motion to adjourn the Regular City Council Meeting at 7:53 PM. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

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, December 2, 2014.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: December 16, 2014 Contact Person: Sherry Ann Aguilar, City Clerk
Submitting Department: District: 4
Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action to approve continuation of Off-Track Wagering requested by Daniel Lucero on behalf of American Greyhound Racing for Runner' Sports Bar located at 12751 W. Bell Road, Suites 8 & 9, Surprise, Arizona 85374 thru December 16, 2015.

Motion:

I move to approve continuing Off-Track Wagering requested by Daniel Lucero on behalf of American Greyhound Racing for Runner' Sports Bar located at 12751 W. Bell Road, Suites 8 & 9, Surprise, Arizona 85374 thru December 16, 2015.

Background:

This request is of a routine nature. A Police department report is attached for your review.

Financial Impact Statement:

ATTACHMENTS:

Click to download

☐ [Police Report](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):



Police Department

Memorandum

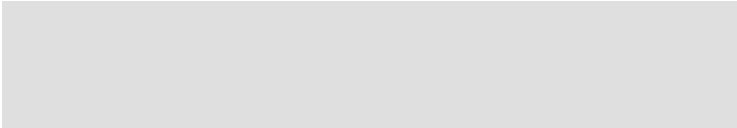
To: Sherry Aguilar
CC: Lana Collins
From: Officer Chris Tovar #2059
Date: November 26, 2014
Re: Runner's Sports Bar Off - Track Betting Report

I looked into any incidents of interest regarding Runner's Sports Bar, from November 26th, 2013, which was the date of my last report reference off-track-betting, until today's date, November 26th, 2014.

Since last year's date, there was a robbery on July 16th, 2014 at approximately 9 PM, at the Greyhound Off Track Betting cashier's window. There was approximately \$350 in cash stolen, at which time the unknown robber displayed a handgun and wore a wig during the incident. During the incident, the suspect indicated he may have known the cashier/victim by name. This case is still currently unsolved.

There was also a recent incident on November 24th, 2014, where a young adult male was arrested for Trespassing from Runner's Sports Bar. He had been on the premises previously and returned, and struggled with officers as he was arrested. There were no other noted incidents directly related to Runner's Bar.

This concludes my report.





CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 16, 2014	Contact Person:	Eric Fitzer, Community Development
Submitting Department:	CD	District:	Internal
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action on an Intergovernmental Agreement with Maricopa County regarding the acceptance of HOME funds, as part of the Maricopa County Housing Consortium and requesting a budget amendment for FY2015 by reallocating appropriations of \$133,500 from Grants and Contingency to the Neighborhood Revitalization Fund; Resolution 2014-117.

Motion:

I move to approve Resolution 2014-117.

Background:

HOME funding is provided by the U.S. Department of Housing and Urban Development (HUD) to municipalities in order to provide decent and affordable housing, for income qualified residents of Surprise. This funding would be applied towards the continuation of the Housing Rehabilitation Program that addresses homes that are in need of health and safety repairs or replacement. The City of Surprise receives funding as a member of the Maricopa County Housing Consortium through an intergovernmental agreement. This is necessary as Surprise does not meet the necessary thresholds to receive funding directly from HUD.

Financial Impact Statement:

Acceptance of the HOME grant funds for FY2015 will reallocate appropriations from the Grants and Contingency to the Neighborhood Revitalization fund in the amount of \$133,500. In addition, the grant requires a match of approximately \$31,277. Expenses will match the grant award with overruns being addressed either by scaling back the project or matching with other grant awards.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Resolution 2014-117](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

Christina Ramirez, Neighborhood Services Supervisor



COMMUNITY DEVELOPMENT

Date: December 2, 2014

To: Mayor and City Council

From: Eric Fitzer, Director
Christina Ramirez, Neighborhood Services Supervisor

Re: Intergovernmental Agreement/Maricopa County HOME funds

Introduction

The Neighborhood Services Division has been awarded \$133,451 for Fiscal Year (FY) 2014 from the U.S. Department of Housing and Urban Development (HUD) under the HOME program. Approval of the Intergovernmental Agreement with Maricopa County and its remaining members of the Consortium; City of Avondale, City of Chandler, Town of Gilbert, City of Glendale, City of Peoria, City of Scottsdale, and City of Tempe is necessary in order to accept the funds.

Background

HOME funding is provided by the U.S. Department of Housing and Urban Development (HUD) to municipalities in order to provide decent and affordable housing, for income qualified residents of Surprise. This funding would be applied towards the continuation of the Housing Rehabilitation Program that addresses homes that are in need of health and safety repairs or replacement. The City of Surprise receives funding as a member of the Maricopa County Housing Consortium through an intergovernmental agreement. This is necessary as Surprise does not meet the necessary thresholds to receive funding directly from HUD.

Previous Actions

Through the City's Annual Action Plan, HOME grant funds have previously been received for FY 2006-2013 through the HOME consortium and approved for the proposed activities.

Conclusion

Accepting this award in the amount of \$133,451 from (HUD) through our intergovernmental agreement with Maricopa County for FY 2014, it is believed that the recommended projects and programs will provide assistance to residents in need, thus supporting the national objective and intent of the HOME program.

Recommendations

Accept HOME funds through approval of the Intergovernmental Agreement with Maricopa County and the remaining members of the Consortium.

Future Actions

Accept funds from Maricopa County and the remaining members of the Consortium to utilize on previously mentioned projects and programs.

RESOLUTION # 2014-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS OF \$133,500 FROM THE GRANTS AND CONTINGENCY FUND TO THE NEIGHBORHOOD REVITALIZATION FUND DUE TO AN INTERGOVERNMENTAL AGREEMENT FOR SUBRECIPIENT ALLOCATION OF HOME INVESTMENT PARTNERSHIP FUNDS BY THE MARICOPA COUNTY CONSORTIUM AND APPROVING \$31,277 IN MATCHING FUNDS.

WHEREAS, pursuant to Arizona Revised Statutes § 11-952, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities;

WHEREAS, the Cities/Town of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have previously entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium (HOME Consortium IGA) to receive, distribute and administer HOME Investment Partnerships Funds (HOME);

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has established statutory and regulatory encumbrance and expenditure deadlines for the HOME funds, and the Maricopa HOME Consortium has explicitly encouraged transfers among Consortium members;

WHEREAS, the FY2015 budget was adopted by Council Resolution #2014-53 on June 3, 2014; and

WHEREAS, this grant IGA was provided after the budget process for FY2015 which will necessitate a budget amendment in the amount of \$133,500 with a required match from the City of Surprise of \$31,277.

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, 2014 through June 30, 2015.

Section 2. The Intergovernmental Agreement between the City of Surprise and Maricopa County, attached as *Exhibit B*, is hereby approved and the Mayor is hereby directed to execute the agreement and any related documents on behalf of the City.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2014-117
Exhibit A

The FY2015 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Expenditure	Current Appropriation	Increase (Decrease)	Amended Appropriation
Neighborhood Revitalization	\$2,083,200	\$133,500	\$2,216,700
Grants and Contingency	5,596,500	(133,500)	5,463,000
	<u>\$7,679,700</u>	<u>\$0</u>	<u>\$7,679,700</u>

Revenue	Current Appropriation	Increase (Decrease)	Amended Appropriation
Neighborhood Revitalization	\$2,083,200	\$133,500	\$2,216,700
Grants and Contingency	5,250,000	(133,500)	5,116,500
	<u>\$7,333,200</u>	<u>\$0</u>	<u>\$7,333,200</u>

The fund changes are as follows:

- Grants and Contingency Fund– The amendment reallocates budget authority for \$133,500 to the Neighborhood Revitalization Fund for accepting the grant from the Maricopa County Consortium. Contingency is programmed for unplanned expenses without exceeding the approved total annual budget for FY2015.
- Neighborhood Revitalization Fund– The amendment reallocates appropriation of \$133,500 from the Grants and Contingency Fund to the Neighborhood Revitalization Fund for other professional services.

EXHIBIT B

Intergovernmental Agreement
Between Maricopa County Administered by its
Human Services Department
And City of Surprise



INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE



Contract Amount: \$133,451

Contract Start Date: July 1, 2014

Contract Termination Date: Contract Term 24 months from the date fully executed

Contract Number: _____

Program Number: CM1410

CFDA Number: 14.239, HOME Investment Partnership Program

DUNS Number: 02-164-8936

COUNTY shall provide financial reimbursement in a contract amount up to One Hundred Thirty-Three Thousand Four Hundred Fifty-One dollars (\$133,451) subject to the terms of this Agreement and availability of funds. This Agreement amount constitutes the COUNTY entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

This Agreement is entered into by and between the City of Surprise, a member of the HOME Consortium (hereinafter referred to as the "City and/or "SUBRECIPIENT"), and Maricopa COUNTY, administered by its Human Services Department, (hereinafter referred to as the "Lead Agency" and/or "COUNTY"). The SUBRECIPIENT and COUNTY are collectively referred to herein as the "Parties" and individually as a "Party."

The SUBRECIPIENT, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I – General Provisions – Contain uniform administrative requirements applicable to both Parties participating in the HOME Investment Partnerships (HOME) Program, which include, but are not limited to, definitions; non-discrimination and equal opportunity requirements; disclosure and retention requirements; and debarment, suspension, or ineligibility exclusions.

Section II – Special Provisions – Provides specific programmatic requirements upon the SUBRECIPIENT that are established by the HOME Program and applicable HUD regulations. This includes, but is not limited to, disposition of program income; financial record management; reporting requirements; and SUBRECIPIENT certifications.

Section III – Work Statement – The section contains, but is not limited to, a narrative of the project; a list of the tasks to be performed; established goals; performance measures; scheduling; budget; planned expenditures of income.

Section IV – Compensation – Contains provisions relating to compensation for SUBRECIPIENT, method of payment, terms of reimbursement, conditions-prior to the release of funds.

SUBRECIPIENT

Representative: Christina Ramirez, Neighborhood Services Supervisors
Phone: 623-222-3238 E-mail: Christina.Ramirez@surpriseaz.gov
Address: 16000 N. Civic Center Plaza, Surprise AZ, 85374

LEAD AGENCY

Representative: Amy Jacobson, Community Development Assistant Director
Phone: (602) 372-1528 E-mail: jacobsona@mail.maricopa.gov
Address: 234 N. Central Ave., Third Floor, Phoenix, AZ 85004

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth above and shall be effective three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, COUNTY, or the SUBRECIPIENT in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
SUBRECIPIENT

Approved By:
MARICOPA COUNTY (LEAD AGENCY)

Authorized Signature

Chairman, Board of Supervisors

DATE

DATE

Attested to:

Attested to:

City/Town Clerk

Clerk, Board of Supervisors

DATE

DATE

IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AND, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for the SUBRECIPIENT DATE

Attorney for the Board of Supervisor DATE

SECTION I
GENERAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing herein shall operate to increase the Operating Budget without a written amendment thereto.

B. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

1. **Agreement** means this Contract for Services, which includes the General Provision, Special Provisions, Work Statement, Compensation, and all applicable attachments, exhibits, appendix, and any laws, rules, or regulations incorporated by reference.
2. **Assistant Director** means the Director of a specific Division within the Human Services Department.
3. **Board of Supervisors** means the Maricopa County Board of Supervisors.
4. **Commitment** means an executed legally binding written agreement with a SUBRECIPIENT or a contractor to use specific amount of HOME funds to produce affordable housing, provide down-payment assistance or tenant based rental. An agreement between the representative unit and a member unit of general local government of the Consortium does not constitute a commitment as described in 24 CFR Part 92.2(1) and (2).
5. **Contract Administrator** means the person administering this Agreement on behalf of the Department.
6. **Project Coordinator** means the liaison between the Department and the Subrecipient that is responsible for contract monitoring and technical assistance.
7. **COUNTY** means Maricopa County.
8. **Department** means the Maricopa County Human Services Department Community Development Division.
9. **Developer/Subcontractor** means a non-profit or for-profit organization carrying out HOME related project activities as described in the written agreement between the City and the Developer.
10. **Director** means the Director of the Maricopa County Human Services Department.
11. **Division** means a section of the Human Services Department Community Development Division.
12. **Fidelity Bond** means a bond to indemnify the SUBRECIPIENT against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
13. **Intergovernmental Agreement** means an agreement entered between two or more public agencies for services, to jointly exercise any power common to them, or for joint or cooperative action to perform some or all of the services specified in their agreement as provided by A.R.S. § 11-952.
14. **Juvenile** means any person under the age of eighteen (18).
15. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
16. **Performance Bond** means a bond executed to secure fulfillment of all of the SUBRECIPIENT's obligations under this Agreement.
17. **Program** means HOME SUBRECIPIENT receive funds to carry out programs (e.g., down payment assistance, homeowner rehabilitation, or tenant-based rental assistance programs, etc.), and not to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) Work Statement include herein describe the SUBRECIPIENT programs to be administered.

18. **Projects** means rehabilitation or new construction (with or without acquisition) as described in a legally binding agreement between the HOME SUBRECIPIENT and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction and/or rehabilitation schedule has been established, and underwriting has been completed and otherwise complies with CFR Part 92.2(2) and 92.2 (A) and (B).
19. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
20. **Subcontract** means any contract entered into by a SUBRECIPIENT with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
21. **SUBRECIPIENT** means a public agency to administer all requirements of the HOME program and is the member unit of a general local government, person, firm or organization listed on the Cover Page of this Agreement.
22. **Vendor** means an entity funded through the SUBRECIPIENT to provide services required by the Work Statement.
23. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa COUNTY, Arizona.
2. The SUBRECIPIENT shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
3. The SUBRECIPIENT is independent in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the COUNTY.
4. SUBRECIPIENT shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in SUBRECIPIENT's organization or with which SUBRECIPIENT (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless SUBRECIPIENT has made full written disclosure of the proposed payments to the Department and has received written approval therefore. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. ACCEPTANCE OF FUNDS

SUBRECIPIENT hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the COUNTY within 30 days of receipt unless SUBRECIPIENT received a written waiver of this requirement by the COUNTY.

E. AMENDMENTS

All Amendments to this Agreement shall be in writing, signed by authorized signers for both Parties, and be requested to the COUNTY no later than six (6) months prior to contract expiration.

F. ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the Contract Administrator. SUBRECIPIENT shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the Department agrees otherwise.

G. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the SUBRECIPIENT, as provided herein, are actually available to the Department for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the Department shall keep the SUBRECIPIENT fully informed as to the availability of funds.
2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

H. BUDGET ADJUSTMENTS

SUBRECIPIENT must receive prior written approval from the COUNTY to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Contract Amount may be documented by an Amendment signed by the Director and the SUBRECIPIENT's Representative. If the COUNTY agrees to the budget adjustments that increase the Contract Amount, the COUNTY shall follow section E of this Agreement to amend this Agreement. Any requests for reasonable budget adjustments must be submitted six (6) months prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. The SUBRECIPIENT shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to the COUNTY within 30 days of receipt. The SUBRECIPIENT must also return to the COUNTY any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

I. DISPUTES

1. Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.
2. Disputes must be in writing and filed with the Assistant Director within ten (10) working days from the date the SUBRECIPIENT knew or should have known of the basis of the dispute. The Assistant Director, as applicable, shall respond in writing to the SUBRECIPIENT within fourteen (14) working days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) working days from the date the SUBRECIPIENT receives the decision, SUBRECIPIENT files a written notice of appeal with the Director of the Department or the Director of Materials Management Department of Maricopa COUNTY, who shall provide the SUBRECIPIENT with a written response within fourteen (14) working days following receipt of the SUBRECIPIENT's notice of appeal. The decision of the Director shall be final.
3. Pending a final decision of the Director or the Director of the Materials Management Department, the SUBRECIPIENT shall proceed diligently with the performance of this Agreement in accordance with the Assistant Director's decision.

J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

1. Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
2. This Agreement may be immediately terminated by the COUNTY if the SUBRECIPIENT defaults by failing to perform any objective or breaches any obligation under this Agreement, or

- any event occurs that jeopardizes the SUBRECIPIENT's ability to perform any of its obligations under this Agreement. The COUNTY reserves the right to have service provided by persons other than the SUBRECIPIENT if the SUBRECIPIENT is unable or fails to provide required services with the specified time frame.
3. Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - a. Nonperformance of any obligations required by this Agreement.
 - b. Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
 - c. Unauthorized expenditure of funds.
 - d. Violation of the applicable affordability period.
 - e. Improper disposition of resale or recapture proceeds.
 - f. Improper disposition of program income.
 - g. Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars.
 - h. Noncompliance with recordkeeping, record retention, or reporting requirements.
 4. Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, SUBRECIPIENT shall, without intent to limit or with restrictions, be subject to the following:
 - a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
 - b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
 - c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the SUBRECIPIENT at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
 - d. Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

K. TERMINATION

1. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested.
2. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
3. The COUNTY has the right to terminate this Agreement upon twenty-four (24) hour notice when the COUNTY deems the health or welfare of the service recipients are endangered or SUBRECIPIENT's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.
4. In accordance with 24 CFR § 85.43, the COUNTY may suspend or terminate this Agreement if SUBRECIPIENT violates any term or condition of this Agreement or if SUBRECIPIENT fails to maintain a good faith effort to carry out the purpose of this Agreement.

5. COUNTY or SUBRECIPIENT may terminate this Agreement for convenience in accordance with 24 CFR § 85.44. Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

L. SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

M. STRICT COMPLIANCE

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

N. NON-LIABILITY

The COUNTY, its officers, representatives, agents and employees shall not be liable for any act or omission by the SUBRECIPIENT or Vendor or any officer, representative, agent or employee of SUBRECIPIENT or Vendor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or contracts made by the SUBRECIPIENT, Vendor or any officer, representative, agent and employee of SUBRECIPIENT or Vendor, in connection with this Agreement.

O. RECIPROCAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

P. TECHNICAL ASSISTANCE

The Department will provide reasonable technical assistance to the SUBRECIPIENT to assist in complying with State and federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the SUBRECIPIENT of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

Q. SINGLE AUDIT ACT REQUIREMENTS

SUBRECIPIENTs in receipt of federal funds through the Department are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). SUBRECIPIENTs shall comply with OMB Circular A-87, A-133, and A-122, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. SUBRECIPIENTs shall take corrective actions within six (6) months of the date of receipt of the reports. The Department shall consider sanctions as described in OMB Circular A-133 for SUBRECIPIENTs not in compliance with the audit requirements.

R. AUDIT DISALLOWANCES

1. The SUBRECIPIENT shall, upon written notice thereof, reimburse the COUNTY for any payments made under this Agreement that are disallowed by a federal, State or COUNTY audit in

the amount of the disallowance, as well as court costs and attorney's fees the COUNTY spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

2. If the COUNTY determines that a cost for which payment has been made is a disallowed cost, the Department will notify the SUBRECIPIENT in writing of the disallowance and the required course of action, which shall be at the option of the Department, either to adjust any future claim submitted by the SUBRECIPIENT by the amount of the disallowance or to require immediate repayment of the disallowed amount by the SUBRECIPIENT issuing a check payable to the COUNTY.

S. STAFF AND VOLUNTEER TRAINING

The Department may make available to the SUBRECIPIENT the opportunity to participate in any applicable training activities conducted by the Department.

T. CLEAN AIR ACT

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

U. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the SUBRECIPIENT shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

V. RELIGIOUS ACTIVITIES

The SUBRECIPIENT agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

W. POLITICAL ACTIVITY PROHIBITED

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

X. COVENANT AGAINST CONTINGENT FEES

The SUBRECIPIENT warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the COUNTY may immediately terminate this Agreement without liability.

Y. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. SUBRECIPIENT and its

agents shall safeguard the confidentiality of this information, just as SUBRECIPIENT would safeguard its own confidential information. SUBRECIPIENT shall include a clause to this effect in all Subcontracts.

Z. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

AA. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the COUNTY reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

BB. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

CC. CONTRACT COMPLIANCE MONITORING

The Department will monitor the SUBRECIPIENT's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the Department and/or its grantor agencies at any time during the SUBRECIPIENT's normal business hours, announced or unannounced. During an on-site visit, the SUBRECIPIENT shall make all of its records and accounts related to work performed or services provided under this Agreement available to the Department for inspection and copying.

DD. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The SUBRECIPIENT shall, during the term of this Agreement, immediately inform the Contract Administrator in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the COUNTY, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the SUBRECIPIENT to notify the Department of such award shall be considered a violation of this Agreement and the COUNTY may immediately terminate this Agreement without liability.
2. The Contract Administrator may request, and the SUBRECIPIENT shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of such other agreement or grant, when in the opinion of the Contract Administrator the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
3. If the Contract Administrator determines that the award to the SUBRECIPIENT of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Contract Administrator will prepare an amendment to this Agreement effecting a cost adjustment. If the SUBRECIPIENT disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

EE. MINIMUM WAGE REQUIREMENTS

The SUBRECIPIENT warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*).

FF. RECOGNITION OF DEPARTMENT SUPPORT

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

GG. INSURANCE

SUBRECIPIENT, at SUBRECIPIENT's own expense shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

SUBRECIPIENT shall have in effect at all times during the term of this Agreement insurance that is adequate to protect the COUNTY, its officers and employees, participants, and equipment funded under this Agreement against the losses set forth below. SUBRECIPIENT shall name the COUNTY as an additional insured party. SUBRECIPIENT shall provide the Department with documentation of insurance coverage by furnishing the Contract Administrator a certificate of insurance or a certified copy of the insurance policy or other documentation that is required by the Contract Administrator.

SUBRECIPIENT's insurance shall be primary insurance as respects COUNTY, and any insurance or self-insurance maintained by COUNTY shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the COUNTY's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to COUNTY under such policies. SUBRECIPIENT shall be solely responsible for the deductible and/or self-insured retention and COUNTY, at its option, may require SUBRECIPIENT to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. COUNTY shall not be obligated to review policies and/or endorsements or to advise SUBRECIPIENT of any deficiencies in such policies and endorsements, and such receipt shall not relieve SUBRECIPIENT from, or be deemed a waiver of COUNTY's right to insist on strict fulfillment of SUBRECIPIENT's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name COUNTY, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against COUNTY, its agents, representatives, officers, directors, officials and employees for any claims arising out of SUBRECIPIENT's work or service.

1. Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

2. Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the SUBRECIPIENT's owned, hired, and non-owned vehicles assigned to or used in performance of the SUBRECIPIENT's work or services under this Contract.

3. Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of SUBRECIPIENT's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

SUBRECIPIENT waives all rights against COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by SUBRECIPIENT pursuant to this Contract.

4. Certificates of Insurance

Prior to commencing work or services under this Contract, SUBRECIPIENT shall have insurance in effect as required by the Contract in the form provided by the COUNTY, issued by SUBRECIPIENT's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the COUNTY upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of SUBRECIPIENT's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to COUNTY fifteen (15) days prior to the expiration date.

5. Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the COUNTY.

6. If the SUBRECIPIENT provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Contractor shall carry minimum liability coverage of \$2,000,000 each

occurrence and provide the Department with proof of coverage except for governmental entities that are self-insured.

HH. BONDING

1. The SUBRECIPIENT shall not receive any initial reimbursements under this Agreement in an amount greater than the SUBRECIPIENT's bonding limit. SUBRECIPIENT shall provide the Contract Administrator with documentation of required bonding.
2. SUBRECIPIENT shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.
3. Bonding requirements shall prevail throughout the term of this Agreement.

II. GRIEVANCE PROCEDURE

The SUBRECIPIENT shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the SUBRECIPIENT's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the SUBRECIPIENT's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

JJ. NONDISCRIMINATION

The SUBRECIPIENT, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The SUBRECIPIENT shall include this clause in all of its Subcontracts.

KK. EQUAL EMPLOYMENT OPPORTUNITY

The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The SUBRECIPIENT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

LL. FINANCIAL MANAGEMENT

The SUBRECIPIENT shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the SUBRECIPIENT. All interest earned on the account shall be disposed of in a manner specified by the COUNTY in accordance with applicable State and federal regulations. The SUBRECIPIENT shall provide a signed bank account agreement authorizing the COUNTY to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

MM. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the SUBRECIPIENT that are related to this Agreement.
2. The SUBRECIPIENT shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the Department, federal and State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all of the records.

NN. ADEQUACY OF RECORDS

If the SUBRECIPIENT's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, the SUBRECIPIENT shall reimburse the COUNTY for the services not supported and documented.

OO. COMPETITIVE BID REQUIREMENTS

1. Equipment
If this Agreement is with other than a Public Agency, the SUBRECIPIENT shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:
 - a. Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The SUBRECIPIENT shall keep and maintain a record of the vendors' verbal quotations. The SUBRECIPIENT's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
 - b. Procurements exceeding an aggregate amount of \$1,000 must be approved by the Contract Administrator. At least three (3) bidders shall be solicited to submit written quotations. The SUBRECIPIENT shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
2. Supplies
If this Agreement is with other than a Public Agency, the SUBRECIPIENT shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the SUBRECIPIENT obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.
3. Minority, Women and Small Business Enterprises
The SUBRECIPIENT shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.
4. Bidding Procedures
If the SUBRECIPIENT is a Public Agency, the SUBRECIPIENT's own bidding procedures shall govern.
5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

PP. PROPERTY

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to the COUNTY upon termination of this Agreement, unless the Contract Administrator determines otherwise. The costs to repair such property are the responsibility of the SUBRECIPIENT within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the Contract Administrator.

QQ. IMMIGRATION REFORM AND CONTROL COMPLIANCE

SUBRECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"). SUBRECIPIENT shall comply with the IRCA in performing under this Agreement and shall grant the COUNTY access to inspect its personnel records to verify such compliance.

RR. DRUG FREE WORKPLACE ACT

The SUBRECIPIENT agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that the SUBRECIPIENTs and grantees of federal funds must certify that they will provide drug-free workplaces that comply with federal law. This certification is a precondition to receiving a grant or entering into this Agreement.

SS. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The SUBRECIPIENT is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

TT. STATUTORY RIGHT OF CANCELLATION

Notice is given that pursuant to A.R.S. § 38-511, the COUNTY may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the COUNTY is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other Party of this Agreement with respect to the subject matter of this Agreement. The COUNTY may also recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of this COUNTY from any other Party to this Agreement arising as the result of this Agreement.

UU. EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the SUBRECIPIENT is to be considered a COUNTY employee, and that no rights of COUNTY civil service, COUNTY retirement, or COUNTY personnel rules shall accrue to such individual. The SUBRECIPIENT shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the COUNTY harmless with respect thereto.

VV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned by signing and submitting this Agreement has the authority to certify the SUBRECIPIENT to the terms, representations and/or warrants of this Certification. The SUBRECIPIENT, defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

- obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 4. have not within a 3-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 5. shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
 6. shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The SUBRECIPIENT shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all subgrantees or other SUBRECIPIENTS; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

Should the SUBRECIPIENT not be able to provide this Certification, an explanation as to why shall be immediately provided to the Maricopa County Human Services Department, Attention: Community Development Assistant Director, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

WW. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES § 23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

By entering into this Agreement, the SUBRECIPIENT represents and warrants compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, *et seq.*) (INA) and all other federal and State immigration laws and regulations related to the immigration status of its employees. The SUBRECIPIENT shall obtain statements from its Vendors certifying compliance and shall furnish the statements to the Department upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. The SUBRECIPIENT and its Vendors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

1. That SUBRECIPIENT and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
2. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the COUNTY may immediately terminate this Agreement without liability;
3. That the COUNTY and any contracting government entity retains the legal right to inspect the papers and employment records of any SUBRECIPIENT or Vendors employee who works on this Agreement to ensure that the SUBRECIPIENT or Vendors is complying with the warranty provided under subsection 1 above and that the SUBRECIPIENT agrees to make all papers and

employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

XX. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS

1. The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
2. SUBRECIPIENT shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by SUBRECIPIENT and copies provided to COUNTY upon request; and
3. SUBRECIPIENT shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

YY. COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient shall comply with State and other laws regarding eligibility for public benefits including ARS § 1-501 and § 1-502 which states that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

1. All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
2. All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.
3. The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements 1 and 2, above.
4. Employees of Maricopa County and its subcontracted entities are required to report “discovered violations” of federal immigration law
5. Public benefits are defined in ARS 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.
6. Programs, services, or assistance such as soup kitchens, crisis counseling and intervention, and short-term shelter which meet the following conditions are exempt from ARS 1-501 and 1-502.
 - (i) deliver in-kind services at the community level, including through public or private nonprofit agencies;
 - (ii) do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient’s income or resources; and
 - (iii) are necessary for the protection of life or safety.

SECTION II
SPECIAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement then the Compensation Provisions shall control.

B. DEFINITIONS

As used throughout this Section as a supplement to Definitions in Section I, the following terms shall have the following meanings:

1. **HUD** means U.S. Department of Housing and Urban Development
2. **CDBG** means Community Development Block Grant Program
3. **HOME** means HOME Investment Partnership Program
4. **COUNTY** means Maricopa County Human Services Department
5. **CD** means Community Development Division
6. **Admin Standard Operating Procedures Manual** means Administrative Manual on Compact Disk produced by the Human Services Department/Community Development Division
7. **Maricopa HOME Consortium** means jurisdictions that participate in the Three-Year Cooperative Agreement
8. **Five Year Consolidated Plan** means HUD required Consolidated Plan submitted by the COUNTY as the lead agency
9. **Annual Action Plan** means the annual plan submitted by the COUNTY as the lead agency to HUD that describes jurisdiction's program goals
10. **BOS** means Maricopa County Board of Supervisors
11. **Beneficiary** means a person or household who meets the income requirements of 24 CFR 92.203 subject to the restriction on assistance to students enrolled in and institution of higher education as described in 24 CFR 5.612

C. STANDARDS

The SUBRECIPIENT shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Project Coordinator whenever the SUBRECIPIENT is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The SUBRECIPIENT acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in this Agreement may subject the SUBRECIPIENT to the remedies provided in the Default and Remedies for Noncompliance established by the General Provisions.

D. COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties hereto, are subject to all applicable federal, state, or local laws, rules, and regulations. The SUBRECIPIENT shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

E. GENERAL PROVISIONS, SECTION I, SUPERSEDED IN SPECIAL PROVISIONS, SECTION II

"LL Financial Management" is superseded in Special Provisions
"RR Governor's Executive Order No. 88-26" is deleted

F. AUDIT REQUIREMENTS

The SUBRECIPIENT shall, at its own expense, file with the Human Services Department, Community Development Division by March 30th, either audited financial statements prepared in accordance with federal single audit requirements; or,

Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

G. SPECIAL FEDERAL AND PROJECT PROVISIONS

1. PROGRAMS: In accordance with HOME Program regulations, the SUBRECIPIENT agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the COUNTY to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The SUBRECIPIENT shall be responsible to provide various reports of all activities related to the Scope of Work. The SUBRECIPIENT agrees to submit to the COUNTY Reports:
 - a. Quarterly Program Income Report and supporting documentation due on the 15th of July, October, January and April.
 - b. Quarterly Progress Reports due on the 15th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June) and address all programs described in the scope of work. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until all reports are brought current. Quarterly reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the SUBRECIPIENT must provide the COUNTY information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the COUNTY with early notice of any units at risk of going unrented as described in §92.252.
 - c. Monthly Request for Payment Reimbursement on the COUNTY required form and must include all supporting documentation and have a Match Log and supporting documentation;
 - d. HOME Setup within fifteen (15) days of a fully executed written agreement and HOME Completion Report Within sixty (60) days of final payment request submit HOME Completion Report all of required documents as described in section 15 of this Agreement to Project Coordinator.
 - e. MBE/WBE information; and
 - f. Other HUD-required reporting data as applicable shall be submitted.
2. PROGRAM INCOME: Means all gross income received by the HOME SUBRECIPIENT directly generated from the use of funds provided by this Agreement or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME fund used. Program income may be retained and used by the SUBRECIPIENT under the following conditions: submit to the COUNTY documentation supporting the amount of program income received and expended. Quarterly program income reports are due to the COUNTY by the 15th day following the end of the quarter. At the end of each fiscal year, June 30th a yearly program income log must be submitted to the COUNTY that states program income received and expended. Program income that is not expended at the end of this Agreement shall be sent to the COUNTY in accordance with 24 CFR § 92.503 within 30 days.

Program Income includes, but is not limited to: [1] proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions, [2] gross income from the use or rental of real property, owned by the Subrecipient that was acquired, rehabilitated, or constructed , with HOME funds or match contributions, less cost incidental to generation of the income; [3] payments of principal and interest on loans made using HOME funds or match contributions; [4] Proceeds from the sale of loans made with HOME funds or matching contributions; [5] Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; [6] Interest earned on program income pending its disposition; and [7] Any other interest or return on the investment permitted under 24 CFR 92.205(b) of HOME funds or matching contributions.

3. REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS: Upon expiration of this Agreement, any real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with HOME funds must be occupied by low and/or very low income households and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include period of affordability set forth in §92.252 and §92.254.
4. DEOBLIGATION: The COUNTY may reduce funds from the funding award evidenced by this Agreement, under the following circumstances:
 - a. The SUBRECIPIENT completes performance under the Scope of Work without using all funds provided by the COUNTY under this Agreement;
 - b. This Agreement expires all funds are expended;
 - c. The COUNTY original allocation was a loan and the SUBRECIPIENT paid the loan;
 - d. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
 - e. This Agreement has otherwise been terminated. The COUNTY may deobligate funds under this Agreement under the foregoing circumstances upon written notice to the SUBRECIPIENT.
5. REDUCTION IN FUNDS: The COUNTY may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The COUNTY determines that the SUBRECIPIENT failed to use the funds provided by the COUNTY under this Agreement in compliance with the terms and conditions outlined herein; or 2) the SUBRECIPIENT fails to perform in accordance with the performance obligations set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The COUNTY may reduce funds under this Agreement under the foregoing circumstance upon written notice to the SUBRECIPIENT.
6. REPAYMENT OF FUNDS: SUBRECIPIENT agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this agreement. The COUNTY may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eight (180) days following the written determination of noncompliance by the COUNTY.
7. FUNDS REMAINING AT EXPIRATION: Upon expiration of the Agreement, the SUBRECIPIENT shall transfer to the COUNTY any unexpended funds to the SUBRECIPIENT by the COUNTY under this Agreement.
8. ADMINISTRATIVE REQUIREMENTS: In accordance with federal regulations, including 24 CFR § 92 et seq., the COUNTY is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.

- a. FINANCIAL RECORDS: SUBRECIPIENT accounting system and financial records shall comply with the applicable requirements and standards of OMB Circulars A-110, A-122, A-133 and 24 CFR Part 225. Such systems shall be subject to monitoring from time to time by the COUNTY or by HUD.
 - i. The SUBRECIPIENT agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
 - ii. SUBRECIPIENT is to adhere to applicable audit requirements as described and in accordance with OMB Circular A-133. In addition, all SUBRECIPIENTS must provide annual single-audit reports or annual audited financial statements to the COUNTY.
 - iii. SUBRECIPIENT is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).
- b. DOCUMENTATION AND RECORD KEEPING:
 - i. Records to be Maintained The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - 1. Records demonstrating that the SUBRECIPIENT is and remains a qualified SUBRECIPIENT;
 - 2. Records providing a full description of each projects undertaken and its impact;
 - 3. Records required determining the eligibility of activities;
 - 4. Records which demonstrate compliance with environmental review requirements;
 - 5. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
 - 6. Records which demonstrate citizen participation;
 - 7. Records which demonstrate compliance regarding acquisitions, displacement, relocation and replacement housing;
 - 8. Records demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;
 - 9. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
 - 10. Financial records as required by OMB Circular A-110;
 - 11. Other records necessary to document compliance with HOME requirements;
 - 12. Records documenting compliance with Section 3 of the Housing Development Act of 1968;
 - 13. Records which demonstrate compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;
 - 14. Records supporting that the SUBRECIPIENT has maintained client data demonstrating clients served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low income persons or groups and that no conflict of interest exists.
 - 15. All Applicable Federal, State and local laws and regulations, including compliance with ARS § 1-501 and § 1-502 (Attachment A).

- ii. Outcome Measures – The SUBRECIPIENT shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
 - iii. Disclosure – The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service.
 - iv. Activity Reports – Such reports as required by the COUNTY including, but not limited to HOME Setup/Completion Report, Quarterly Progress Reports, Quarterly Program Income Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data as applicable shall be submitted in accordance with the Administrative Manual on CD at the completion of each Program which is described under the Scope of Work.
 - v. Audits and Inspections – All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, their designees or the Federal Government, at any time during normal business hours, as often as the COUNTY deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the SUBRECIPIENT within 45 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an Annual Audit conducted in accordance with Administrative Manual on CD concerning SUBRECIPIENT audits. The Annual Audit requirement is applicable to all levels of funding received by SUBRECIPIENTS via this Agreement, even if the level of funding is less than the current thresholds cited in OMB Circular A-133.
 - vi. Performance Monitoring – The COUNTY shall monitor the SUBRECIPIENT to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the SUBRECIPIENT against goals and performance standards required herein. SUBRECIPIENT will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring as set forth in the HOME Consortium Monitoring Current Practices. Failure of SUBRECIPIENT to administer, implement and perform as determined by federal regulations and COUNTY shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.
 - vii. Policy/Administrative Manuals Use - SUBRECIPIENT agrees to be familiar with and comply with the policies/procedures established in the most recent Administrative Manual on CD. Noncompliance with the Administrative Manual on CD shall constitute a breach of contract.
9. ENVIRONMENTAL REVIEW CONDITIONS: Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the COUNTY prior to receiving a written release of HOME funds to the SUBRECIPIENT. Exempt activities described in § 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD and/or the COUNTY provides written authorization based on approval of an ERR.

An option agreement (to purchase land or a single family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use fund based on a completion ERR. The cost of the option must be a nominal portion of the purchase price.

- a. The SUBRECIPIENT agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.
- b. Air and Water - The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.
 - i. Clean Air Act, 42 USC § 7401, *et seq.*, as amended.
 - ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - iv. SUBRECIPIENT agrees to comply with conditions set forth by the Air Quality Department or other COUNTY agency, as required.
- c. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.
- d. Historic Preservation - The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.
- e. Release Of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the COUNTY. It is the responsibility of the SUBRECIPIENT to notify the COUNTY, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the COUNTY. Failure to meet these conditions will mean that requested funds will not be disbursed.

10. THE SUBRECIPIENT CERTIFIES:

- a. That it is a municipality that meets the applicable requirements of the HOME Program.
- b. That it possesses legal authority to execute this Agreement.
- c. That its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the SUBRECIPIENT to execute this Agreement and to comply with the terms of this Agreement.

- d. That the activity described shall be carried out and services administered in compliance with all federal laws and regulations as follows:
 - i. SUBRECIPIENTS that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments "OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations": and with 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
- 11. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS:
 - a. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:
 - i. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR 1980 Comp. p. 307) and implementing regulations at 24 CFR §107: and Title VI of the Civil Rights Act of 1964, 42 U. S. C. § 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
 - ii. Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act;
 - iii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;
 - iv. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;
 - v. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Comp., p. 339);
 - vi. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and
 - vii. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.
 - b. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.
 - c. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
 - d. COUNTY, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would

apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 CFR Part 58. The COUNTY will assume the responsibilities for the Request for Release of Funds. The SUBRECIPIENT agrees not to commit or incur any expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the SUBRECIPIENT has incurred expenses in violation of the NEPA requirements, the SUBRECIPIENT will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The SUBRECIPIENT agrees to provide all necessary assistance to the COUNTY in completing this environmental review process.

- e. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.
 - f. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).
 - g. The Parties to this Agreement agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.
 - h. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
 - i. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821. et seq.) and is therefore subject to 24 CFR Part 35.
 - j. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
 - k. The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges
 - i. That the SUBRECIPIENT and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);
 - ii. That a breach of a warranty under subsection a above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;
 - iii. That the COUNTY retains the legal right to inspect the employment papers of any SUBRECIPIENT or vendors employee who works on the Agreement to ensure that the SUBRECIPIENT or vendor is complying with the warranty provided under subsection a above and that the SUBRECIPIENT agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and
 - iv. That nothing herein shall make any SUBRECIPIENT, or vendor an agent or employee of the COUNTY;
 - l. That the Administrative Manual on CD shall be made accessible to all applicable SUBRECIPIENT staff.
12. REGARDING SUBCONTRACTS AND VENDORS:
- a. Approvals – Unless expressly authorized in the written Agreement by the SUBRECIPIENT exempt activities such as architectural, engineering and administration may be undertaken and reimbursed by the COUNTY prior to receipt of HUD Request Release of Funds RROF. Exempt activities described in 24 CFR

58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise the SUBRECIPIENT shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs enter into by a subcontract(s) with any agency or individual in the performance of this Program that are not exempt activities without the Release of Funds (ROF) from the COUNTY prior to the execution of such Agreement

- b. Selection Process – The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation, if requested concerning the selection process.
 - c. Section 3 of the Housing and Urban Development Act of 1968 – The SUBRECIPIENT shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The SUBRECIPIENT has the responsibility of determining Section 3 eligibility.
 - d. Monitoring – The SUBRECIPIENT shall monitor/review all subcontracted services on an annual basis to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.
13. THE COUNTY CERTIFIES:
- a. That the public purpose is served by the financial participation of the COUNTY in the Statement of Work.
 - b. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.
14. PROGRAM COMPLETION Upon completion of the Work Statements, all unspent HOME resources shall be forfeited to the COUNTY for reallocation as defined by Maricopa HOME Consortium Policies and Procedures. The SUBRECIPIENT shall continue to be responsible for compliance activities until all HOME requirements and contractual obligations are met including affordability restrictions. The SUBRECIPIENT obligation shall not end until all close-out requirements are completed. The COUNTY will notify the SUBRECIPIENT in writing that a Completion Report is due to the COUNTY within sixty (60) days of one of the following occurrences:
- a. Funds have been expended for the activity;
 - b. The Scope of Work has been completed;
 - c. The contract period set forth in this Agreement has expired; or
 - d. The Agreement has otherwise been terminated.

Following the receipt and approval of the Completion Report for each activity, the COUNTY will notify the SUBRECIPIENT in writing that each activity is closed. In compliance with 24 CFR 92.502(d) all project completion data shall be entered in IDIS within 120 days of the final drawdown for all activity types. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 CFR 92.251, the final draw has been disbursed; and the projection completion data entered into IDIS.

For the purposes of rental project, the project is complete when construction is complete and the units are ready for occupancy. The identification of a beneficiary is not required for project completion. Vacant rental units may be marked as vacant when completion data is entered.

15. FAILURE TO MAKE PROGRESS Failure of the SUBRECIPIENT to make progress according to the Schedule of Completion may result in contract termination, deobligation of funds or recapture of funds. SUBRECIPIENT agrees to meet with the COUNTY at the site in which the funded activity is taking place to discuss progress and allow the COUNTY to provide technical assistance if:
 - a. The SUBRECIPIENT fails to complete its Environmental Review pursuant to section 5 within one hundred and eighty(180) calendar days from the date the COUNTY executes this Agreement;
 - b. The SUBRECIPIENT fails to commit funds to a specific local project in performance of and in accordance with the terms of this Agreement within eighteen (18) months from the execution date the COUNTY executes this Agreement.
 - i. Commit for the purposes of this paragraph shall have the same meaning as 24 CFR 92.2(2)(i)-(iii).
 - c. The SUBRECIPIENT fails to expend HOME funds in performance of and in accordance with the terms of this Agreement within twenty-four (24) months from the date the COUNTY executes this Agreement.
16. The COUNTY will terminate any Agreement and recapture funds from the same Agreement in which the SUBRECIPIENT does not timely perform the activities described in paragraph 16 above or in the milestones in the Statement of Work of this Agreement. The COUNTY in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate the Agreement for cause pursuant to Section I of this Agreement.
17. In the event that a project is not completed within four years from the date that the COUNTY executes this agreement, the SUBRECIPIENT must repay the HOME funds. The COUNTY may at its option ask HUD for a 12-month extension provided that the SUBRECIPIENT provides the status of the project, identifies the steps taken to overcome any obstacles to completion provide proof of adequate funding to complete the project and provides a schedule with milestone for completion of the project. If HUD does not provide an extension or the COUNTY determines that the SUBRECIPIENT has not provided an adequate basis for a continuance, the SUBRECIPIENT must return funds to the COUNTY.
18. GENERAL CONDITIONS:
 - a. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the COUNTY from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to SUBRECIPIENT by COUNTY under this Agreement is contingent upon the actual receipt of funds from HUD.
 - b. Both parties acknowledge that no member of the governing body, nor any employee of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of the activity to which this Agreement pertains, has any personal interest direct or indirect in this Agreement.
 - c. The COUNTY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Standard Operating Procedures Administrative Manual. Such amendments shall not invalidate this Agreement nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement. Amendments shall be filed with the original Agreement.
 - d. Changes – The COUNTY may, at any time, by written order, make changes within the general scope of this Agreement in any one or more of the following areas:
 - i. Scope of Work activities reflecting changes in Federal, State, COUNTY or local regulations, policies or requirements;

- ii. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the SUBRECIPIENT to ensure the latest documents are consulted and followed.
 - iii. Increase/decrease Agreement funding per Consortium/BOS policies.
 - e. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
 - f. SUBRECIPIENT agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent HOME Consortium Standard Operating Procedures Administrative Manual and all provisions in the most recent Administrative Manual. Non-compliance with the HOME Consortium Standard Operating Procedures Administrative Manual shall constitute a breach of contract.
 - g. SUBRECIPIENT agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the SUBRECIPIENT observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the COUNTY, in writing, and any necessary changes shall be accomplished by appropriate written modification.
 - h. Should the SUBRECIPIENT perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.
 - i. Acknowledge the contribution of the COUNTY HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.
 - j. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME CERTIFICATIONS.
19. REVERSION OF ASSETS: Upon expiration of this Agreement, the SUBRECIPIENT shall transfer all remaining unspent funds or the value of other assets as defined by the terms of affordability relating to the HOME Program to the COUNTY. A written letter of intent to terminate must be submitted to the COUNTY a minimum of 30 days prior to termination of Agreement.

SUBRECIPIENT HOME CERTIFICATION

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the SUBRECIPIENT certifies that:

- (A) Before committing any funds to a activity, the SUBRECIPIENT will evaluate the activity in accordance with 24 CFR 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:
 - 1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requires;
 - 2. Complete a timely environmental review;
 - 3. Complete an underwriting review; assess developer capacity, fiscal soundness and neighborhood market conditions; and
 - 4. The SUBRECIPIENT will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.
- (B) The SUBRECIPIENT will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.
- (C) The SUBRECIPIENT understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.
- (D) The submission of the program description is authorized under State and local law (as applicable), and that the SUBRECIPIENT possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;
- (E) The SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;
- (F) The SUBRECIPIENT will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;
- (G) The SUBRECIPIENT will provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The participating jurisdiction's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 - 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 5. Notifying the COUNTY in writing, within ten calendar days after receiving notice under paragraph 4 ii. from an employee or otherwise receiving actual notice of such conviction.

Section II Special Provisions

- Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4ii., with respect to any employee who is so convicted
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
- (H) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
 3. The SUBRECIPIENT will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.
- (I) The SUBRECIPIENT shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, SUBRECIPIENTs, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

Signature (SUBRECIPIENT Representative)

Date

Printed/Typed Name

Title

JURISDICTION CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction shall affirmatively further fair housing, which means it shall conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Section II Special Provisions

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all SUBRECIPIENTs shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It shall comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized City Official

Date

Printed/Typed Name

Title

City Name

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings); or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: City of Surprise

Check ___ if there are workplaces on file that are not identified here.

The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - i. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
 - ii. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
 - iii. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - iv. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent SUBRECIPIENTs not on the grantee's payroll; or employees of SUBRECIPIENTs or vendors in covered workplaces).

SECTION III
WORK STATEMENT



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
HOME Investment Partnership Program
FY 2014-2015

Date: 7/1/2014

DUNS # 021648936

Agency: City of Surprise

Program Year: FY 2014-2015

Project: Single-Family Housing Rehab

Type of Property: Single-Family

Describe the Scope of Work:

Owner-occupied single family housing rehabilitation of clients at or below 80% median income. Rehabilitation will include replacement of mechanical, electrical and plumbing systems in order to bring home up to current building codes.

Consolidated Plan – Describe goals to be addressed:

Improvement and reinvestment in current housing stock within the city of Surprise.

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

Increase collaboration between lead agency and grantor in order to assure timely project implementation.

Priority rated in the Consolidated Plan:

☒ High ☐ Medium ☐ Low

A. OBJECTIVES AND OUTCOMES (Check appropriate box below.)

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☒ Single Family Housing Rehab and Emerg. Rehab, Homebuyer Assistance	☐ Homebuyer Activities, Acq/Rehab if rental housing, Acq/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

B. LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
HOME grant funding	1-2 rehabilitations / replacements	Income qualified, owner-occupied homeowners	1-2 completed rehabilitation / replacement projects that bring homes up to city code	Reinvest in aging housing stock / replacement of substandard housing

C. SITE INFORMATION

The municipality will waive any permit or building fees to facilitate this construction?

☐ Yes ☒ No ☐ N/A

This site is currently under control in the form of (check all that apply):

☒ Purchase ☐ Lease ☐ Purchase

☐ Agreement to Lease/Lease Option

Will the project result in the demolition or change in use of any existing low-income housing units?

☐ Yes ☒ No ☐ N/A If yes explain:

Will this property contain temporary relocation? ☐ Yes ☒ No If yes explain:

Will the property require lead based paint abatement? ☒ Yes ☒ No If yes explain: If house built prior to 1978 testing will occur.

D. PROPOSED BENEFICIARIES

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of <u>County Assisted</u> Units in program (if rental)
Households at or below 50%	1	1	
Households at or below 60%			
Households at or below 80%	1	1	
TOTAL	2	2	

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations:	

E. PERFORMANCE REPORTING - GOALS:

Completion date: Must be completed within 24 months of contract execution

TIMELINE OF ACTIVITIES

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Client prequalification	6/30/14	3/31/15
Environmental Clearance	4/1/15	5/15/15
Preconstruction	6/15/14	7/15/15
Construction	7/16/15	6/30/16

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

F. ACTIVITY FOLLOWUP AND LONG TERM COMMITMENT:

Provide method for assuring activity will be used for the original purpose for the required time period (inspections, maintenance, liens, years of affordability per HUD regulations etc.)

City will file a lien instrument outlining period of affordability in the forgivable loan agreement, promissory note and deed of trust documents.

SECTION IV COMPENSATION

G. ACTIVITY BUDGET SUMMARY:

<u>ACQUISITION</u>	TOTAL COST	HOME FUNDS	Source #1	Source #2	MATCH
Land					
Buildings					
Closing Costs					
Legal Fees					
TOTAL					
<u>SITE & DEMOLITION</u>					
Site Work					
Demolition					
TOTAL					
<u>NEW CONSTRUCTION or REHAB</u>					
Construction Costs		\$125,110			31277
Builder Overhead					
Builder Profit					
General Requirements					
Consultant/Specialist					
Permits & Fees					
Construction Contingency					
Sales Tax					
Other					
TOTAL		\$125,110			31277
<u>ARCHITECTURAL FEES</u>					
Design					
Supervision					
Other					
TOTAL					
<u>CONSTRUCTION INTEREST & FEES & LEGAL FEES</u>					
Construction Interest					
Bond Premium					
Title & recording					
Insurance					
Legal Fees					
Other					
TOTAL					
<u>ADMINISTRATION COSTS</u>					
Program Delivery		\$8,341			
TOTAL		\$8,341			
<u>OTHER</u>					
Other-Itemize					

H. SOURCE AND AMOUNT OF OTHER RESOURCES:

(Attach documentation)

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
TOTALS		

I. ACTIVITY MATCH BY SOURCE:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED.

(Match commitment must equal 25% of the HOME funds requested. Documentation due at the time of request for payment(s). Submit Match Logs annually by June 30th of each year.)

FUNDING AGENCY	MATCH TYPE	*CASH MATCH	VOLUNTEER/ IN-KIND AMOUNT	TOTAL
City of Surprise	Cash	\$31,277		\$31,277
TOTALS		\$31,277		\$31,277

* Total Match reported here must equal Total Match on the Budget Summary.

J. PROGRAM INCOME:PROGRAM INCOME: ☒ Will ☐ Will not be generated with this activity

Submit Program Income log monthly

Program Income will be used for: Program Income is not expected, but if received will reinvest

K. COST OVERRUNS

Cost overruns will be handled by: Scaling back on project if still viable or utilize CDBG funds

SECTION IV
COMPENSATION



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

A. COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth below, COUNTY will pay the SUBRECIPIENT compensation for services rendered as indicated in the following subsections.

B. METHOD OF PAYMENT

SUBRECIPIENT agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment A) to COUNTY. SUBRECIPIENT may request funds only after the SUBRECIPIENT has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for project activities. Request for reimbursement must be made using the request for payment incorporated in this Agreement.

COUNTY agrees to reimburse SUBRECIPIENT for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by SUBRECIPIENT of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by COUNTY is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof.

SUBRECIPIENT must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may otherwise reasonably required to per the COUNTY to determine or confirm that any such expenditures are pursuant and within the scope of work.

C. REIMBURSEMENT

The COUNTY shall provide financial assistance in an amount up to One Hundred Thirty-Three Thousand Four Hundred Fifty-One dollars (\$133,451) is subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the COUNTY entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

D. RELEASE OF FUNDS (ROF)

No funds may be encumbered prior to the completion of the Environmental Review except for exempt activities as described in 24 CFR 58.34(a)(1)-(11) that generally have no physical impact on the environment. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the COUNTY. It is the responsibility of the SUBRECIPIENT to notify the COUNTY, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the COUNTY. Failure to meet these conditions will mean that requested funds will not be disbursed.

REIMBURSEMENT REQUEST FORM-SAMPLE

MARICOPA COUNTY HUMAN SERVICES DEPARTMENT HOME INVESTMENT PARTNERSHIPS PROGRAM						FOR MCHSD USE ONLY				
Invoice Date:						11/11/14 ALLOCATION 13/14				
CONSORTIUM MEMBER:						PRIOR YEAR FUNDS				
CM Address:						ENCUMBRANCE \$ -		EXPENDED 0		
City/Zip:						BALANCE \$ -		BALANCE \$ -		
FISCAL YEAR GOAL:										
ACCOMPLISHMENTS:										
FY										
ENCUMBRANCE DEADLINE						EXPENDITURE DEADLINE				
PROJECT						PROJECT BUDGET				
IDIS #	ACTIVITY		ACTIVITY BUDGET	SUM OF PRIOR INVOICES	THIS INVOICE TO MCHSD	BALANCE	MATCH APPLIED	OTHER HOME FY FUNDING	PROGRAM INCOME	OTHER FUNDING
Acq/Rehab of single family homes										
						\$ -	\$ -			
						\$ -				
			SUB TOTAL	\$ -	\$ -	\$ -				
Admin										
						\$ -				
			SUB TOTAL	\$ -	\$ -	\$ -				
			TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 16, 2014	Contact Person:	Eric Fitzer, Community Development
Submitting Department:	CD	District:	6
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action approving the Marley Park Legacy Charter School final plat, dated December 4, 2014, a property generally located along the north side of Sweetwater Avenue alignment, approximately ¼ mile east of Bullard Road; Resolution 2014 - 121.

Motion:

I move to approve Resolution 2014-121.

Background:

The Final Plat will encompass approximately 147.78 acres and produce two parcels together with associated right-of-way. Lot 1 consists of approximately 12.18 acres and will be used for Legacy Charter School. A separate Major Site Plan covering the Legacy Charter School is being processed under FS14-310, which was approved on December 4, 2014 by the Planning and Zoning Commission. Also associated with this Final Plat is a Street Light Improvement District (SLID).

Financial Impact Statement:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Vicinity Map](#)
 - ☐ [Final Plat](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

Robert Kuhfuss, Planner



COMMUNITY DEVELOPMENT DEPARTMENT

Date: December 16, 2014
To: Mayor and City Council
From: Eric Fitzer, Community Development Director
Robert H. Kuhfuss, AICP, Planner II
Re: FS14-305 – Marley Park Legacy Charter School

Application Summary

Amy Weidman of Marley Park Phase II, LLC, filed an application for a Final Plat for the Marley Park Legacy Charter School. The Final Plat will encompass approximately 147.78 acres and produce two (2) parcels together with associated right-of-way. One of these (Lot 1) will consist of approximately 12.18 acres and will be for the Legacy Charter School. Also associated with this Final Plat is a Street Light Improvement District (SLID).

Location

The subject property is located east of Bullard Avenue and north of Sweetwater Avenue in Marley Park. The attached aerial photograph depicts the property within that PAD and its surrounds.

History

October 25, 2000: The City Council approved the original Marley Park PAD under case number PAD00-091.

August 14, 2014: Marley Park Phase II, LLC submitted the subject Final Plat covering the subject property, in addition to a segment of 144th Drive and a segment of Sweetwater Avenue under case FS14-305.

August 25, 2014: The Charter School Fund II, LLC, submitted a related Site Plan under case FS14-310.

Summary

The proposed final plat covers approximately 147.78 acres of currently undeveloped property. A separate but related case involving a Major Site Plan is being processed by a different applicant under FS14-310, which will be heard by the Planning and Zoning Commission on December 4, 2014.

Findings

- The proposed Final Plat meets the requirements of the Marley Park PAD.
- The proposed Final Plat meets the requirements of the Surprise SUDC.

Recommendations:

Staff recommends approval of the proposed Final Plat.

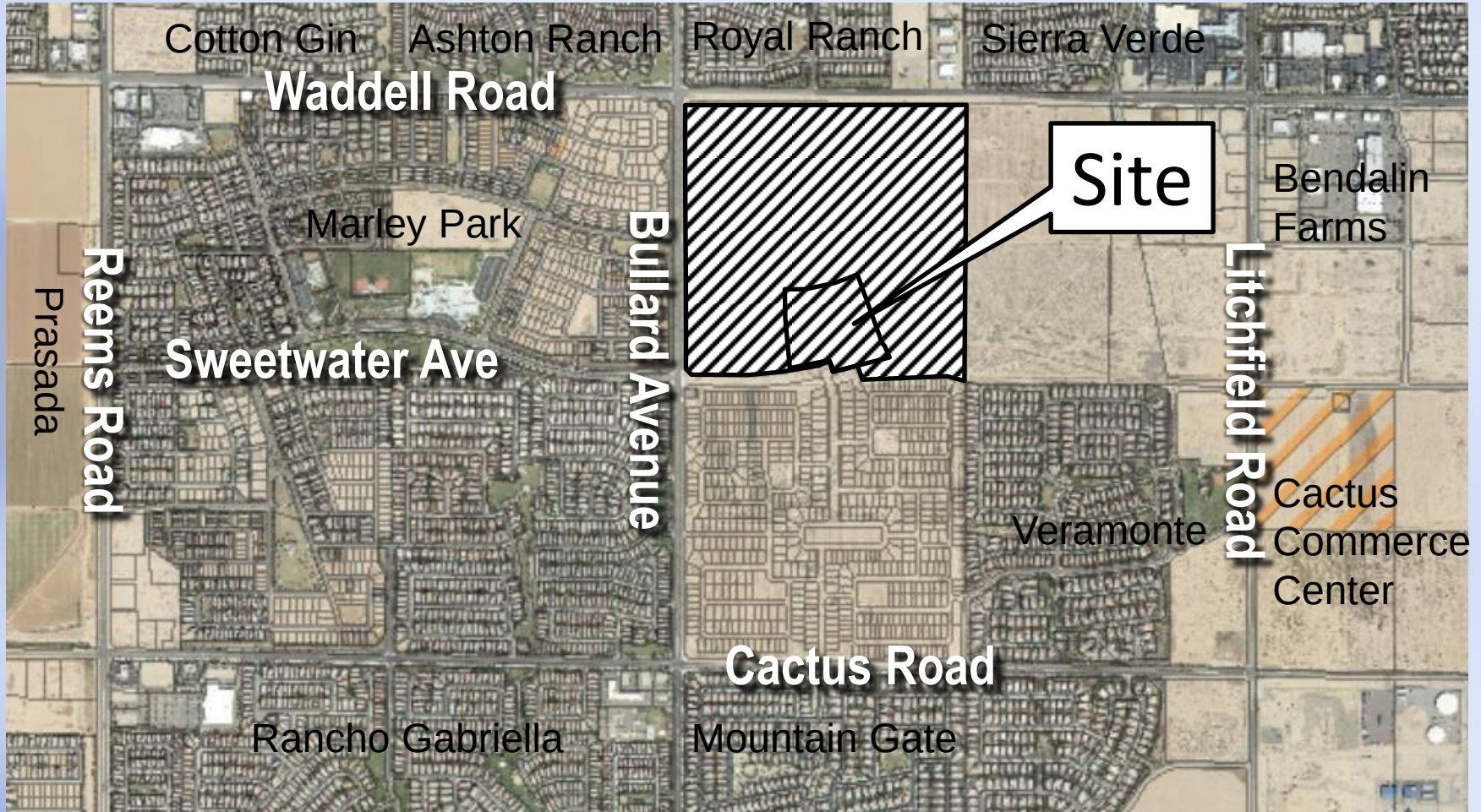
Attached:

Vicinity Map
Case Map
Resolution
Final Plat

FS14-305 VICINITY MAP



FS14-305 CASE MAP



RESOLUTION #2014-121

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT ENTITLED "MARLEY PARK LEGACY CHARTER SCHOOL," GENERALLY LOCATED EAST OF BULLARD AVENUE AND NORTH OF SWEETWATER AVENUE AND WAIVING PRELIMINARY PLAT REQUIREMENT.

WHEREAS, on October 25, 2000 the Mayor and City Council approved the Marley Park Planned Area Development;

WHEREAS, Arizona Revised Statutes A.R.S. § 9-463.01 allows the City Council to approve a Final Plat for a subdivision consisting of 10 or fewer lots in the absence of a Preliminary Plat;

WHEREAS, the proposed subdivision consists of two lots;

WHEREAS, the proposed final plat does not create any substandard or nonconforming lots; and

WHEREAS, the proposed Final Plat is in compliance with the Surprise Municipal Code and Surprise General Plan.

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

Section 1. The requirement for a preliminary plat prior to review and adoption of this Final Plat is hereby waived because this is a two (2) lot subdivision.

Section 2. The Final Plat entitled "Marley Park Legacy Charter School," dated December 4, 2014 is hereby approved.

APPROVED AND ADOPTED this _____ day of _____ 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF MARLEY PARK PHASE II LLC AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF MARLEY PARK PHASE II LLC

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MARLEY PARK PHASE II LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF FINAL PLAT FOR "MARLEY PARK LEGACY CHARTER SCHOOL", LYING WITHIN THE WEST HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "MARLEY PARK LEGACY CHARTER SCHOOL", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE-DESCRIBED PREMISES.

OWNER HEREBY DEDICATES AND CONVEYS TO THE CITY OF SURPRISE, IN FEE, ALL REAL PROPERTY DESIGNATED ON THIS PLAT AS "RIGHT-OF-WAY" OR "R/W" FOR USE AS PUBLIC RIGHT-OF-WAY, EFFECTIVE UPON THE CONSTRUCTION AND ACCEPTANCE BY THE CITY OF SURPRISE OF THE PUBLIC STREET IMPROVEMENTS TO BE LOCATED THEREIN, SUCH DEDICATION TO BE SUBJECT TO THE EASEMENTS SET FORTH BELOW. ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY HEREBY DEDICATED OR GRANTED 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 OF SURPRISE MANIFESTS ITS ACCEPTANCE OF SUCH IMPROVEMENTS. NOTWITHSTANDING THE FOREGOING, OWNER HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY THE MARLEY PARK COMMUNITY FACILITIES DISTRICT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY PURSUANT TO THE DEVELOPMENT AGREEMENT BETWEEN MARLEY PARK LLC AND THE CITY OF SURPRISE.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF (A) THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT OR (B) JUNE 30, 2029.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL PREMISES DESIGNATED ON THIS PLAT AS "PUBLIC UTILITIES EASEMENT" OR "P.U.E." FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPLACING, REPAIRING AND UTILIZING PUBLIC UTILITY SERVICES, INCLUDING BUT NOT LIMITED TO ONE OR MORE SEWER LINES, WATER LINES, ELECTRIC LINES, GAS LINES, CATV LINES, FIBER OPTIC LINES, TELEPHONE LINES, COMMUNICATIONS LINES, SECURITY LINES AND FIRE CONTROL LINES AND RELATED FACILITIES, TOGETHER WITH ACCESS RELATED TO THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT AND REPAIR OF SAID UTILITY LINES AND RELATED FACILITIES; PROVIDED, HOWEVER, THAT ALL UTILITY LINES SHALL BE CONSTRUCTED UNDERGROUND AND UPON THE COMPLETION OF ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPLACEMENT OR REPAIR OF ANY UTILITY LINE OR RELATED FACILITY WITHIN SUCH EASEMENT, THE CITY OF SURPRISE (OR ANY OTHER PERSON OR ENTITY CLAIMING A RIGHT THROUGH THE CITY OF SURPRISE TO USE SUCH EASEMENT), AT ITS SOLE EXPENSE, SHALL PROMPTLY RETURN THE AFFECTED PROPERTY (INCLUDING IMPROVEMENTS AND LANDSCAPING LOCATED THEREON) TO ITS PRIOR CONDITION.

OWNER HEREBY DEDICATES TO MARLEY PARK COMMUNITY ASSOCIATION, INC., A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL PREMISES DESIGNATED ON THIS PLAT AS "PUBLIC UTILITIES EASEMENT" OR "P.U.E." FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPLACING, REPAIRING AND OPERATING SUCH IRRIGATION CONTROLLERS, BACKFLOW PREVENTION DEVICES, IRRIGATION LINES AND OTHER IRRIGATION FACILITIES, ELECTRICAL PANELS AND ELECTRICAL LINES, AND RELATED FACILITIES, AS MARLEY PARK COMMUNITY ASSOCIATION, INC. MAY DEEM APPROPRIATE TO SERVE THE SUBDIVISION SHOWN ON THIS PLAT AND NEIGHBORING SUBDIVISIONS WITHIN MARLEY PARK, WITHOUT LIMITING ANY OTHER RIGHT THAT MARLEY PARK COMMUNITY ASSOCIATION, INC. MAY HAVE TO INSTALL, CONSTRUCT, MAINTAIN, REPLACE OR REPAIR ANY SUCH FACILITIES ELSEWHERE IN THE SUBDIVISION SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL WATER LINES AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPLACING, REPAIRING AND UTILIZING THE WATER LINES.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS SHOWN ON THIS PLAT AS "SIGHT VISIBILITY EASEMENT" OR "S.V.E." FOR PURPOSES OF MAINTAINING VISIBILITY AREAS WITHIN WHICH NO LANDSCAPING, SIGN OR OTHER VISIBILITY OBSTRUCTION MAY BE CONSTRUCTED OR INSTALLED EXCEPT (A) LANDSCAPING THAT IS NO GREATER THAN 2 FEET IN HEIGHT, OR TREES WITH A CANOPY THAT IS AT LEAST 7 FEET IN HEIGHT UPON INSTALLATION, SUCH HEIGHTS TO BE MEASURED FROM NEAREST STREET LINE ELEVATION, AND (B) IMPROVEMENTS APPROVED BY THE CITY OF SURPRISE.

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 AN ODOR EASEMENT OVER, UPON AND ACROSS, THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE LAWFUL OPERATION AND MAINTENANCE OF THE CITY'S WASTEWATER TREATMENT PLANT LOCATED SOUTH OF CACTUS ROAD APPROXIMATELY ONE-HALF (1/2) MILE EAST OF LITCHFIELD ROAD.

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS 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 THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS MAP UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS MAP SHALL BE THE RESPONSIBILITY OF OWNER UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, AND RETENTION BASINS SHALL BE THE RESPONSIBILITY OF THE MARLEY PARK COMMUNITY ASSOCIATION, INC.

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 MARLEY PARK COMMUNITY ASSOCIATION, INC.

LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON MARLEY PARK PHASE II LLC AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

MARLEY PARK PHASE II LLC WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT AND MARLEY PARK COMMUNITY ASSOCIATION, INC. ARE THE SOLE OWNERS OF THE PROPERTY COVERED BY THIS PLAT, THAT MARLEY PARK COMMUNITY ASSOCIATION, INC., HAS RATIFIED THIS PLAT AS SHOWN HEREON, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS PLAT, HAS CONSENTED TO OR JOINED IN THIS PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH MARLEY PARK PHASE II LLC WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

IN WITNESS WHEREOF, MARLEY PARK PHASE II LLC HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED PERSONS AND ENTITIES, THIS ____ DAY OF _____, 2014.

MARLEY PARK PHASE II LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: DMB ASSOCIATES, INC., AN ARIZONA CORPORATION, ITS MANAGER

BY: Daniel T. Kelly
ITS: SR VICE PRESIDENT

FINAL PLAT FOR MARLEY PARK LEGACY CHARTER SCHOOL BEING A PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEVELOPER/OWNER

MARLEY PARK PHASE II LLC
7600 E. DOUBLETREE RANCH ROAD
SUITE 300
SCOTTSDALE, AZ 85258
CONTACT: AMY WEIDMAN
PHONE: (480)-367-7386

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2014, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

CITY ENGINEER _____ DATE _____

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS ____ DAY OF _____, 2014.

MAYOR _____ DATE _____

ATTEST: _____

CITY CLERK _____ DATE _____

RATIFICATION AND APPROVAL

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

KNOW ALL MEN BY THESE PRESENTS:

THAT MARLEY PARK COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR FINAL PLAT FOR "MARLEY PARK LEGACY CHARTER SCHOOL" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, MARLEY PARK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2014.

MARLEY PARK COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

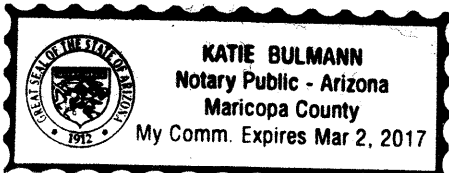
BY: Melinda Gulick
ITS: Vice President

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, THIS 4th DAY OF December, 2014, BY Melinda Gulick, Vice President OF MARLEY PARK COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION.

Katie Bulmann
NOTARY PUBLIC
MY COMMISSION EXPIRES: March 2, 2017

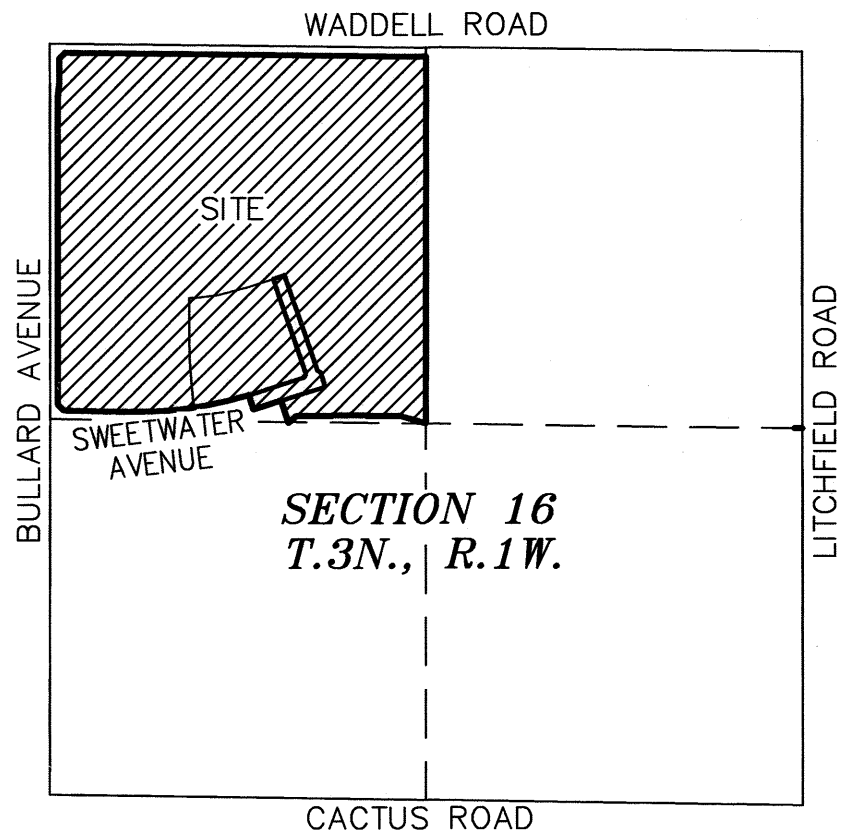
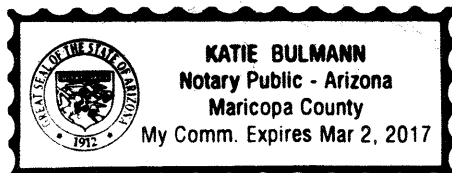


ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF December, 2014, BY Daniel T. Kelly, SR Vice President OF DMB ASSOCIATES, INC., AN ARIZONA CORPORATION, IN ITS CAPACITY AS MANAGER OF MARLEY PARK PHASE II LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

Katie Bulmann
NOTARY PUBLIC
MY COMMISSION EXPIRES: March 2, 2017



VICINITY MAP N.T.S.

DESCRIPTION

SEE SHEET 2

NOTES

SEE SHEET 2

AREA TABLE

	AREA SQUARE FEET	AREA ACRES
BOUNDARY TOTAL	6437078	147.7750
LOT 1	529560	12.1570
LOT 2	5791130	132.9460
R.O.W.	116388	2.6719

BASIS OF BEARING

THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST HAVING A BEARING OF NORTH 89 DEGREES 11 MINUTES 53 SECONDS WEST AS SHOWN ON THE MAP OF DEDICATION FOR WADDELL ROAD, LITCHFIELD ROAD AND CACTUS ROAD, RECORDED IN BOOK 839, PAGE 39, M.C.R.

PLAT CERTIFICATION

I, KATHY M. SVECHOVSKY, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF FOUR (4) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF OCTOBER 2014; THAT THE SURVEY IS CORRECT AND ACCURATE; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

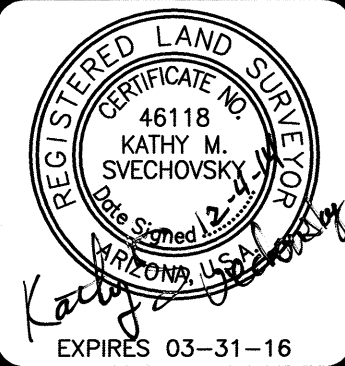
KATHY M. SVECHOVSKY
ARIZONA REGISTERED LAND SURVEYOR, #46118
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

BOUNDARY AREA = 147.7750 AC.
NUMBER OF LOTS = 2



WOOD/PATEL
LAND DEVELOPMENT • WATER RESOURCES
TRANSPORTATION • TRAFFIC
WATER/WASTEWATER • SURVEYING
CONSTRUCTION MANAGEMENT
(602) 385-8500
PHOENIX • MESA • TUCSON

MARLEY PARK
SURPRISE, AZ.
MARLEY PARK LEGACY CHARTER SCHOOL



DRAWN
KMS/ISS
CHECKED
GSR/KMS
DATE
12/04/14
SCALE
N.T.S.
JOB NO.
WP#144227
SHEET

1 OF 4

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF MARLEY PARK PHASE II LLC AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF MARLEY PARK PHASE II LLC

FINAL PLAT
FOR
MARLEY PARK LEGACY CHARTER SCHOOL

NOTES

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE EASEMENTS EXCEPT WOOD, WIRE, OR REMOVABLE SECTION FENCING AND OR PAVING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY OWNED IMPROVEMENTS OR UTILITIES, OTHER THAN THE EXCEPTIONS LISTED ABOVE.
- DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES IN ACCORDANCE WITH THE MARLEY PARK P.A.D., AS AMENDED.
- RIGHTS-OF-WAY AND EASEMENTS OUTSIDE THE PLATTED BOUNDARY ARE FROM AVAILABLE PUBLIC RECORDS AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY; NO WARRANTY IS EXPRESSED OR IMPLIED.
- PURSUANT TO A.R.S. §42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN 2035.

PUBLIC NOTICE

- THE LOTS DEPICTED ON THIS PLAT IS 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.

RELEASE OF LIABILITY

- MARLEY PARK PHASE II LLC DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS 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 DAMAGE 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. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN THE INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL AND LUBRICANT PARTICLES.
- MARLEY PARK PHASE II LLC HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THIS PLAT, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "OTHER FLOOD AREAS ZONE X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1680 L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED
- ALL RESIDENTIAL LOTS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, MUST BE FINISHED GRADED PER IRC R401.3, R403.1.7.3 AND R404.1.6 IF POSITIVE DRAINAGE CANNOT BE MAINTAINED PER IRC R403.1.7.3 AN UNDERGROUND DRAINAGE SYSTEM MUST BE INSTALLED. ALL LOTS REQUIRE REGULAR DRAINAGE INFRASTRUCTURE MAINTENANCE, INCLUDING WITHOUT LIMITATION MAINTENANCE OF LOT GRADING IN ACCORDANCE WITH IRC R401.3, R403.1.7.3 AND R404.1.6, WHICH MAINTENANCE IS THE RESPONSIBILITY OF THE HOMEOWNER. ANY LANDSCAPING, NEW CONSTRUCTION OR MODIFICATION OF EXISTING IMPROVEMENTS MUST ALSO COMPLY WITH THE FOREGOING REQUIREMENTS.
- ANY EASEMENT RIGHTS RESERVED HEREIN TO MARLEY PARK PHASE II LLC MAY BE ASSIGNED, IN WHOLE OR IN PART, TO MARLEY PARK COMMUNITY ASSOCIATION, INC. UPON ANY SUCH ASSIGNMENT, MARLEY PARK PHASE II LLC SHALL BE FULLY RELEASED FROM ANY LIABILITIES OR OBLIGATIONS THEREAFTER ARISING WITH RESPECT TO THE EXERCISE OF OR FAILURE TO EXERCISE SUCH EASEMENT RIGHTS, AND ALL ASSOCIATED LIABILITIES AND OBLIGATIONS.
- NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED, OR ANY VEGETATION NEITHER PLANTED NOR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS.
- THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR, AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPE AREAS WITHIN THE PROJECT.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2 INCH REBAR AND CAP OR TAG BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THE PLACEMENT.

DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE WEST HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 16, A 3-INCH BRASS CAP FLUSH IN CONCRETE STAMPED T3N R1W 1/4 S-16 RLS 27239, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION, A 3-INCH CITY OF SURPRISE BRASS CAP IN HANDHOLE STAMPED BM 31-10, BEARS NORTH 00°01'03" WEST (BASIS OF BEARING), A DISTANCE OF 2627.28 FEET;
THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 00°01'03" WEST, A DISTANCE OF 8.00 FEET, TO A POINT OF INTERSECTION WITH THE MONUMENT LINE OF SWEETWATER AVENUE, AS RECORDED IN BOOK 1193, PAGE 41, MARICOPA COUNTY RECORDS (M.C.R.);
THENCE LEAVING SAID SECTION LINE, ALONG SAID MONUMENT LINE, SOUTH 88°41'21" EAST, A DISTANCE OF 93.79 FEET;
THENCE LEAVING SAID MONUMENT LINE, NORTH 01°18'39" EAST, A DISTANCE OF 53.00 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SWEETWATER AVENUE AND THE POINT OF BEGINNING;
THENCE ALONG SAID NORTHERLY LINE, NORTH 44°21'12" WEST, A DISTANCE OF 57.22 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF BULLARD AVENUE AS RECORDED IN BOOK 699, PAGE 29, M.C.R.;
THENCE LEAVING SAID NORTHERLY LINE, ALONG SAID EASTERLY LINE, NORTH 00°01'03" WEST, A DISTANCE OF 2155.41 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF BULLARD AVENUE AS RECORDED IN BOOK 839, PAGE 39, M.C.R.;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 06°44'20" EAST, A DISTANCE OF 102.00 FEET;
THENCE NORTH 00°01'03" WEST, A DISTANCE OF 165.05 FEET;
THENCE NORTH 45°19'04" EAST, A DISTANCE OF 56.24 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WADDELL ROAD AS RECORDED IN BOOK 839, PAGE 39, M.C.R.;
THENCE LEAVING SAID EASTERLY LINE, ALONG SAID SOUTHERLY LINE, SOUTH 89°20'49" EAST, A DISTANCE OF 2531.43 FEET;
THENCE SOUTH 89°21'05" EAST, A DISTANCE OF 0.72 FEET, TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 16;
THENCE LEAVING SAID SOUTHERLY LINE, ALONG SAID NORTH-SOUTH MID-SECTION LINE, SOUTH 00°01'08" WEST, A DISTANCE OF 2565.34 FEET, TO THE NORTHERLY LINE OF MARLEY PARK PARCELS 17 AND 18 AS RECORDED IN BOOK 1195, PAGE 14, M.C.R.;
THENCE LEAVING SAID NORTH-SOUTH MID-SECTION LINE, ALONG SAID NORTHERLY LINE, NORTH 72°32'58" WEST, A DISTANCE OF 101.16 FEET;
THENCE NORTH 75°21'28" WEST, A DISTANCE OF 84.48 FEET;
THENCE NORTH 89°58'52" WEST, A DISTANCE OF 240.00 FEET;
THENCE NORTH 00°01'08" EAST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 89°58'52" WEST, A DISTANCE OF 240.00 FEET;
THENCE SOUTH 00°01'08" WEST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 89°58'52" WEST, A DISTANCE OF 255.14 FEET;
THENCE SOUTH 46°56'43" WEST, A DISTANCE OF 71.83 FEET;
THENCE NORTH 17°41'35" WEST, A DISTANCE OF 166.28 FEET;
THENCE SOUTH 72°18'25" WEST, A DISTANCE OF 171.40 FEET, TO THE BEGINNING OF A CURVE;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2833.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 00°41'15", A DISTANCE OF 33.99 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID SWEETWATER AVENUE AND A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE LEAVING SAID NORTHERLY LINE, ALONG SAID EASTERLY LINE, NORTH 17°00'20" WEST, A DISTANCE OF 106.00 FEET, TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SWEETWATER AVENUE AND A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;
THENCE LEAVING SAID EASTERLY LINE, ALONG SAID NORTHERLY LINE, WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2727.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 17°00'20" WEST, THROUGH A CENTRAL ANGLE OF 18°18'59", A DISTANCE OF 871.77 FEET, TO THE CURVE'S END;
THENCE NORTH 88°41'21" WEST, A DISTANCE OF 439.41 FEET, TO THE POINT OF BEGINNING.

CONTAINING 147.7750 ACRES, OR 6,437,078 SQUARE FEET OF LAND, MORE OR LESS.



WOOD/PATEL
LAND DEVELOPMENT • WATER RESOURCES
TRANSPORTATION / TRAFFIC
WATER / WASTEWATER • SURVEYING
CONSTRUCTION MANAGEMENT
(602) 335-8500
PHOENIX • MESA • TUCSON

MARLEY PARK
SURPRISE, AZ.
MARLEY PARK LEGACY CHARTER SCHOOL

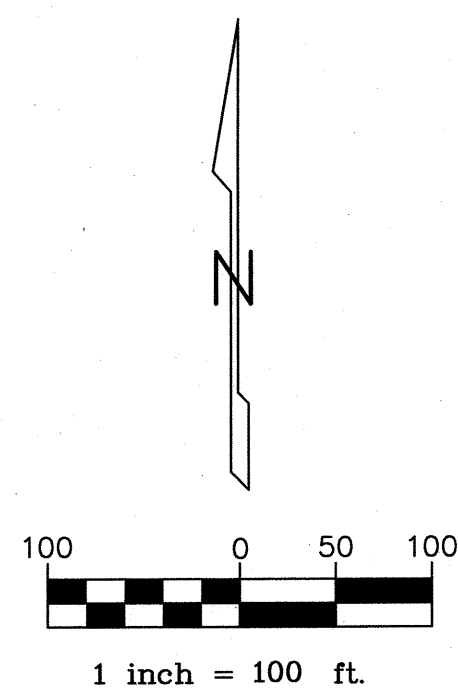


DRAWN	KMS/ISS
CHECKED	GSR/KMS
DATE	12/04/14
SCALE	N.T.S.
JOB NO.	NP#144227
SHEET	2 OF 4

N:\2014\144227\Survey\NP#144227.FLDWG

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF MARLEY PARK PHASE II LLC AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF MARLEY PARK PHASE II LLC

FINAL PLAT
FOR
MARLEY PARK LEGACY CHARTER SCHOOL



LEGEND

- | | | | |
|--------|---|--------|----------------------------------|
| △ | CORNER OF THIS SUBDIVISION SET SURVEY MONUMENT W/ R.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED | S.V.E. | SIGHT VISIBILITY EASEMENT |
| ● | SURVEY MONUMENT FOUND AS NOTED | R/W | RIGHT-OF-WAY |
| ○ | SURVEY MONUMENT BRASS CAP TO BE SET AT TIME OF CONSTRUCTION | EX. | EXISTING |
| | | FD. | FOUND |
| M.C.R. | MARICOPA COUNTY RECORDS | L1 | PROPERTY LINE - LINE TABLE ITEM |
| B.C.F. | BRASS CAP FLUSH | C4 | PROPERTY LINE - CURVE TABLE ITEM |
| B.C.H. | BRASS CAP IN HANDHOLE | W.E. | WATER LINE EASEMENT |
| P.U.E. | PUBLIC UTILITIES EASEMENT | --- | SUBDIVISION BOUNDARY |
| BK. | BOOK | --- | EASEMENTS AS NOTED |
| PG. | PAGE | --- | MONUMENT LINE |
| C.O.S. | CITY OF SURPRISE | --- | PROPERTY LINE |
| | | --- | SECTION LINE |
| | | --- | RIGHT-OF-WAY LINE |

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°18'39"E	53.00'
L2	N44°21'12"W	57.22'
L3	N89°21'05"W	0.72'
L4	N72°32'58"W	101.16'
L5	N75°21'28"W	84.48'
L6	N00°01'08"E	5.00'
L7	S00°01'08"W	5.00'
L8	S46°56'43"W	71.83'
L9	N26°36'06"E	27.93'
L10	S62°19'19"E	29.21'
L11	S08°43'49"E	43.17'
L12	S88°24'39"W	44.33'
L13	N06°44'20"E	102.00'
L14	N45°19'04"E	56.24'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	N17°41'35"W	166.28'
L16	N17°00'20"W	106.00'
L17	N15°19'10"W	106.00'

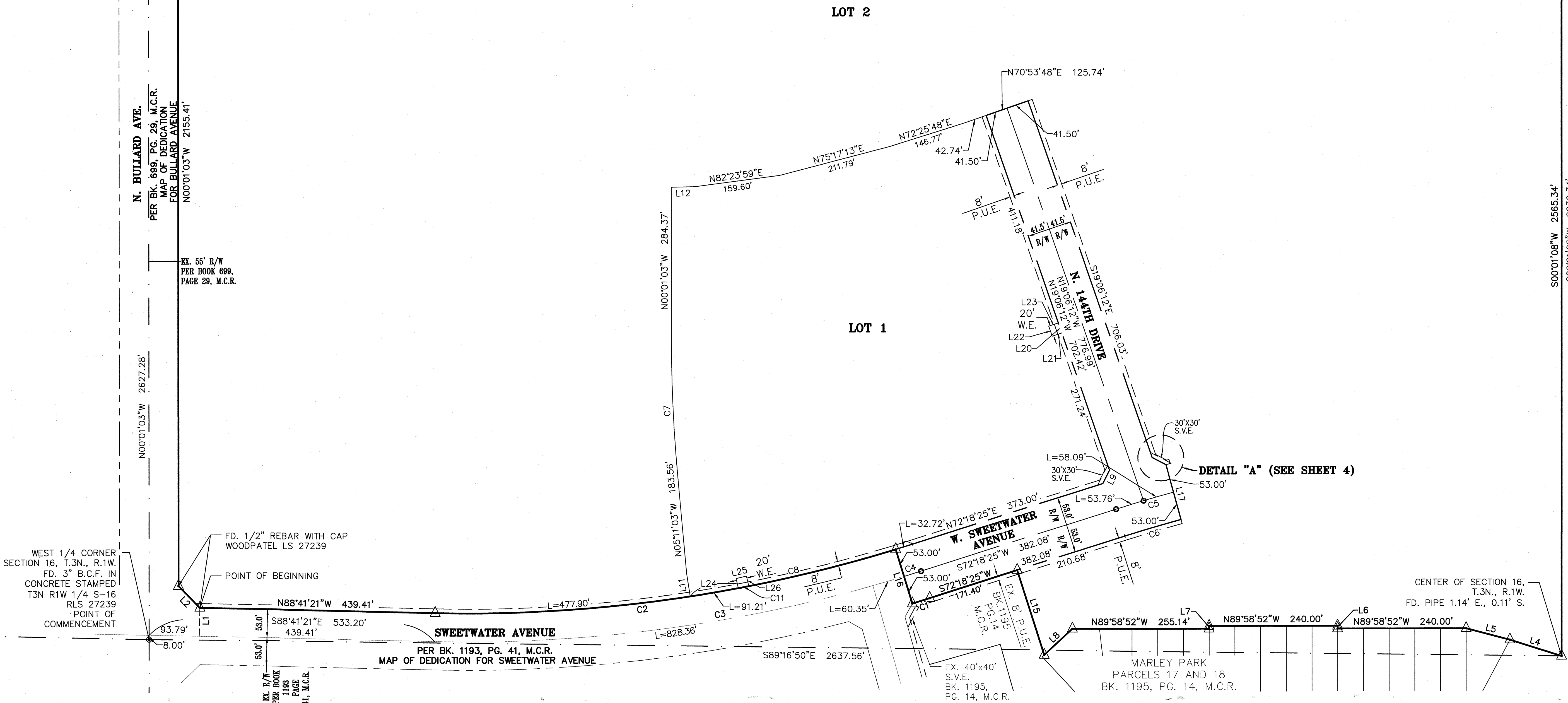
EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L18	N62°16'23"W	2.77'
L19	N15°19'10"W	6.12'
L20	S19°06'12"E	20.00'
L21	S70°53'48"W	19.00'
L22	N19°06'12"W	20.00'
L23	S70°53'48"W	19.00'
L24	S13°16'11"E	18.57'
L25	N76°43'49"E	20.00'
L26	N13°16'11"W	19.41'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	0°41'15"	2833.00'	33.99'	N72°39'02.37"E	33.99
C2	18°18'59"	2727.00'	871.77'	N82°09'09.33"E	868.06
C3	18°18'59"	2780.00'	888.71'	N82°09'09.33"E	884.93
C4	0°41'15"	2780.00'	33.36'	N72°39'02.37"E	33.36
C5	2°22'25"	2700.00'	111.85'	S73°29'37.20"W	111.84
C6	2°22'25"	2647.00'	109.66'	S73°29'37.20"W	109.65
C7	5°10'00"	2834.00'	255.56'	S2°36'02.88"E	255.47
C8	8°57'46"	2727.00'	426.59'	N76°47'17.95"E	426.15

EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C9	0°12'31"	2753.00'	10.02'	S74°47'05.06"W	10.02
C10	0°06'02"	2761.00'	4.85'	S74°47'46.18"W	4.85
C11	0°25'14"	2727.00'	20.02'	N79°08'34.86"E	20.02

SHEET 4
SHEET 3

SHEET 4
SHEET 3



WOOD/PATEL
LAND DEVELOPMENT • WATER RESOURCES
TRANSPORTATION / TRAFFIC
WATERWAY CONSTRUCTION
CONSTRUCTION MANAGEMENT
(602) 335-8500
PHOENIX • MESA • TUCSON

MARLEY PARK
SURPRISE, AZ.
MARLEY PARK LEGACY CHARTER SCHOOL



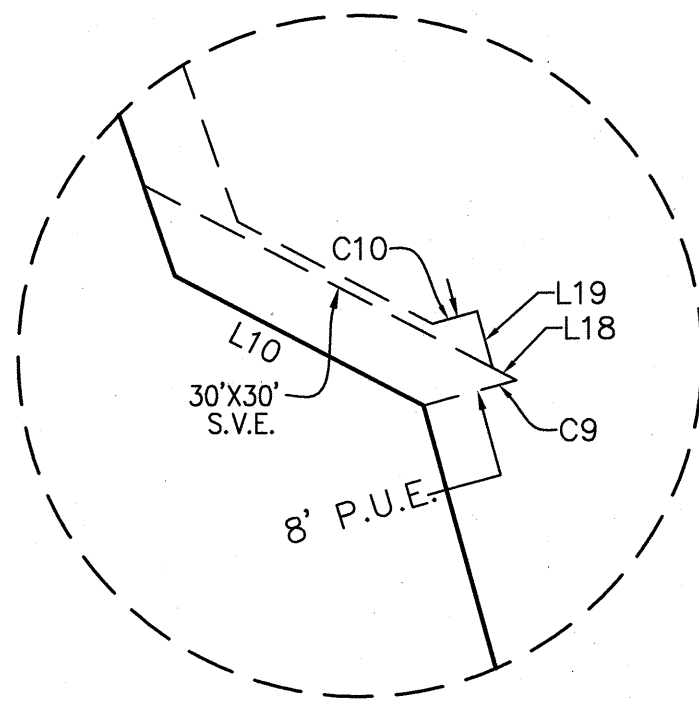
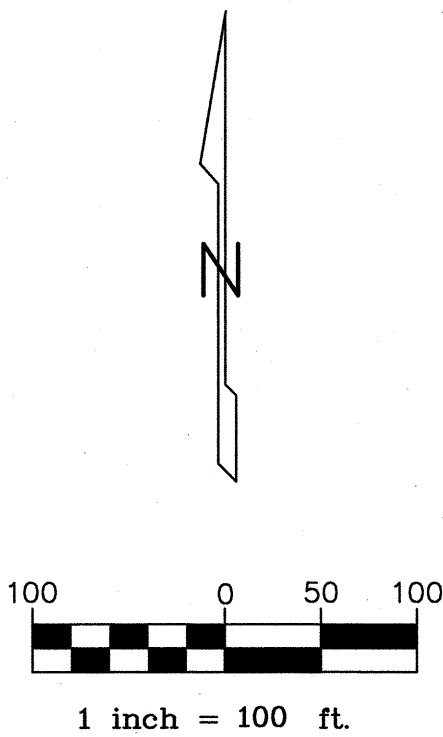
DRAWN KMS/ISS
CHECKED GSR/KMS
DATE 12/04/14
SCALE 1" = 100'
JOB NO. WP#144227
SHEET 3 OF 4

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF MARLEY PARK PHASE II LLC AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF MARLEY PARK PHASE II LLC

FINAL PLAT
FOR
MARLEY PARK LEGACY CHARTER SCHOOL

LEGEND

- △ CORNER OF THIS SUBDIVISION SET
SURVEY MONUMENT W/ R.L.S. TAG OR
CAP, UNLESS OTHERWISE NOTED
- SURVEY MONUMENT FOUND
AS NOTED
- SURVEY MONUMENT BRASS CAP TO
BE SET AT TIME OF CONSTRUCTION
- M.C.R. MARICOPA COUNTY RECORDS
B.C.F. BRASS CAP FLUSH
B.C.H. BRASS CAP IN HANDHOLE
P.U.E. PUBLIC UTILITIES EASEMENT
BK. BOOK
PG. PAGE
C.O.S. CITY OF SURPRISE
- S.V.E. SIGHT VISIBILITY EASEMENT
R/W RIGHT-OF-WAY
EX. EXISTING
FD. FOUND
L1 PROPERTY LINE - LINE TABLE ITEM
C4 PROPERTY LINE - CURVE TABLE ITEM
W.E. WATER LINE EASEMENT
- SUBDIVISION BOUNDARY
----- EASEMENTS AS NOTED
----- MONUMENT LINE
----- PROPERTY LINE
----- SECTION LINE
----- RIGHT-OF-WAY LINE



DETAIL "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°18'39"E	53.00'
L2	N44°21'12"W	57.22'
L3	N89°21'05"W	0.72'
L4	N72°32'58"W	101.16'
L5	N75°21'28"W	84.48'
L6	N00°01'08"E	5.00'
L7	S00°01'08"W	5.00'
L8	S46°56'43"W	71.83'
L9	N26°36'06"E	27.93'
L10	S62°19'19"E	29.21'
L11	S08°43'49"E	43.17'
L12	S88°24'39"W	44.33'
L13	N06°44'20"E	102.00'
L14	N45°19'04"E	56.24'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	N17°41'35"W	166.28'
L16	N17°00'20"W	106.00'
L17	N15°19'10"W	106.00'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L18	N62°16'23"W	2.77'
L19	N15°19'10"W	6.12'
L20	S19°06'12"E	20.00'
L21	S70°53'48"W	19.00'
L22	N19°06'12"W	20.00'
L23	S70°53'48"W	19.00'
L24	S13°16'11"E	18.57'
L25	N76°43'49"E	20.00'
L26	N13°16'11"W	19.41'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	0°41'15"	2833.00'	33.99'	N72°39'02.37"E	33.99
C2	18°18'59"	2727.00'	871.77'	N82°09'09.33"E	868.06
C3	18°18'59"	2780.00'	888.71'	N82°09'09.33"E	884.93
C4	0°41'15"	2780.00'	33.36'	N72°39'02.37"E	33.36
C5	2°22'25"	2700.00'	111.85'	S73°29'37.20"W	111.84
C6	2°22'25"	2647.00'	109.66'	S73°29'37.20"W	109.65
C7	5°10'00"	2834.00'	255.56'	S2°36'02.88"E	255.47
C8	8°57'46"	2727.00'	426.59'	N76°47'17.95"E	426.15

EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C9	0°12'31"	2753.00'	10.02'	S74°47'05.06"W	10.02
C10	0°06'02"	2761.00'	4.85'	S74°47'46.18"W	4.85
C11	0°25'14"	2727.00'	20.02'	N79°08'34.86"E	20.02

NORTHWEST CORNER
SECTION 16, T.3N., R.1W.
FD. 3" C.O.S. B.C.H. STAMPED
BM 31-10

WADDELL ROAD
PER BK. 839, PG. 39, M.C.R.
MAP OF DEDICATION FOR WADDELL ROAD

NORTH 1/4 CORNER
SECTION 16, T.3N., R.1W.
NOTHING FD.
NOTHING SET

FD. 1/2" REBAR WITH CAP
WOODPATEL LS 27239

EX. 65' R/W
PER BOOK 699,
PAGE 39, M.C.R.

EX. 67' R/W
PER BOOK 699,
PAGE 29, M.C.R.
AND BOOK 839,
PAGE 39, M.C.R.

FD. 1/2" REBAR WITH CAP
WOODPATEL LS 27239

EX. 65' R/W
PER BOOK 699,
PAGE 29, M.C.R.

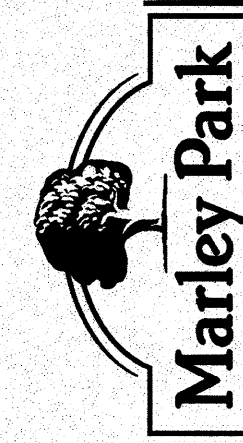
EX. 65' R/W
PER BOOK 699,
PAGE 39, M.C.R.

FD. 1/2" REBAR
WITH CAP
WOODPATEL LS 27239

LOT 2

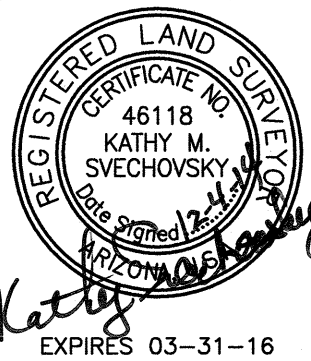
SHEET 4
SHEET 3

SHEET 4
SHEET 3



WOODPATEL
LAND DEVELOPMENT • WATER RESOURCES
WATER WASTEWATER • SURVEYING
CONSTRUCTION MANAGEMENT
(602) 335-8600
PHOENIX • MESA • TUCSON

MARLEY PARK
SURPRISE, AZ.
MARLEY PARK LEGACY CHARTER SCHOOL



DRAWN
KMS/ISS
CHECKED
GSR/KMS
DATE
12/04/14
SCALE
1" = 100'
JOB NO.
WP#144227
SHEET



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 16, 2014	Contact Person:	David Kohlbeck, Public Works
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
---------	---	---------	----------------	-------------------

Agenda Wording:

Consideration and action authorizing the City Manager to apply for and accept a FY2015 Arizona Lottery Fund (ALF) grant funds in the amount of \$346,740; Resolution #2014-122.

Motion:

I move to approve Resolution #2014-122.

Background:

ALF – Arizona Lottery Fund is judicially mandated funding currently derived from Powerball lottery revenues to provide public transportation funding opportunities in Maricopa County. These funds were formerly distributed through the Local Transportation Assistance Fund (LTAF), which was eliminated in 2010.

An allocation of \$11,262,600 has been made available for FY2015 distribution. The City of Surprise's eligible portion is \$346,740. The program was made "transit use only" so the funds can only be used for public transit or special needs transportation, sponsored by a local government. The grant does not require matching funds; other funds are called out in the application to highlight the City's contribution to transit services.

This year's grant application is for City contracted On-Demand Transit Services through the Regional NW Dial-a-Ride agreement, and the City's portion of the Surprise's 571 express bus service. These state grant funds will be used to meet the City Council Strategic Planning Transportation goals.

After submission of the application for funding, the City will receive the requested funds in the amount of \$346,740. The proposed resolution authorizes both the application and acceptance of the funds upon receipt. A signed application is due back to Valley Metro by close of business December 19, 2014.

Financial Impact Statement:

These funds are programmed in the FY2015 budget and planned for Transit operations per ALF grant requirements for FY2015. With the approval of Resolution #2014-122 the City will formally recognize the application and receipt of the grant funds according to Council policy.

ATTACHMENTS:

Click to download

☐ [Resolution 2014-122](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

RESOLUTION # 2014-122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN ARIZONA LOTTERY FUND (ALF) GRANT IN THE AMOUNT OF \$346,740 FROM THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY.

WHEREAS, the Regional Public Transportation Authority ("RPTA") is the awarding authority for Arizona Lottery Fund (ALF) Grant funding for local transit projects relating to all aspects of transit services;

WHEREAS, RPTA has authorized an allocation of ALF funds to the City of Surprise (the "City") to fund transit activities; and

WHEREAS, the Council of the City of Surprise desires to accept the ALF grant in the amount of Three Hundred Forty-Six Thousand Eight Hundred Dollars (\$346,740).

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

Section 1. The City of Surprise hereby accepts the ALF grant award for FY2015 in the amount of \$346,740 from the Regional Public Transit Authority.

Section 2. The City Manager or his delegates are authorized to execute and submit all documents and other necessary or desirable instruments in connection with said funding.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 16, 2014	Contact Person:	Sherry Ann Aguilar, City Clerk MMC
Submitting Department:		District:	Internal
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Consideration and action to appoint the following to fill vacancies on City Boards/Commissions: Mary Pate to fill a vacancy on the Arts & Cultural Advisory Commission with a term expiration of July 1, 2016; Christine Baker; Nicole Jeffords and Joseph Poschner to fill 3 vacancies on the Disability Advisory Commission all with term expirations of July 1, 2015; Matthew Keating to fill a vacancy on the Planning & Zoning Commission with a term expiration of July 1, 2015 and Ryan Spotts to fill a vacancy on the Health Benefits Trust Fund Board with a term expiration of September 23, 2018, and to direct the City Clerk to issue the oath of office.

Motion:

I move to approve appointing the following to fill vacancies on City Boards/Commissions: Mary Pate to fill a vacancy on the Arts & Cultural Advisory Commission with a term expiration of July 1, 2016; Christine Baker; Nicole Jeffords and Joseph Poschner to fill 3 vacancies on the Disability Advisory Commission all with term expirations of July 1, 2015; Matthew Keating to fill a vacancy on the Planning & Zoning Commission with a term expiration of July 1, 2015 and Ryan Spotts to fill a vacancy on the Health Benefits Trust Fund Board with a term expiration of September 23, 2018, and to direct the City Clerk to issue the oath of office.

Background:

This request follows the City Code relating to Board/Commission Replacement Process. Redacted applications are attached for your review.

Financial Impact Statement:

No fiscal impact.

ATTACHMENTS:

Click to download

☐ [Applications](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

CM Winters and City Clerk, Sherry Aguilar

Fri. Nov 21st
3 p.m.

Date/Time/Initials Received by Clerk's Office: _____



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: CHRISTINE BAKER Date Submitted: 10/16/14

[Redacted] Zip Code: 85388

Phone (Home): _____

Cell: [Redacted]

E: Mail Address: [Redacted]

Resident of Surprise: ☒ Yes ☐ No Number of Years: 10yrs 3 mos

Board/Commission(s) you are applying for? DISABILITY ADVISORY COMMISSION

Education: MBA NORTHEASTERN UNIVERSITY, BOSTON MA
BBA BUSINESS ADMIN. NORTHEASTERN UNIV. BOSTON, MA

EMPLOYMENT BACKGROUND:

Present Employer/Position: Volunteer as a mediator for
the City of Surprise.

Previous Employer(s)/Position (Last 5 Years): Retired.
Volunteered for not-for-profit
organizations

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):

HOA Academy, HOA Seminar,
AZ Tech Tutor, meetings regarding HOA Boards

(Continued on Reverse Side)

& the scope of their property management.

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

Not yet

Statement as to why you want to serve as a Commission Member for the City of Surprise:

As a disabled person myself, I believe
I bring a perspective to this
commission that will help the
City to better serve its disabled
residents. I am particularly interested
in HP access and enforcement of HP parking.

Additional Information/Comments:

I love living in this community
and am happy to be part of its
successful growth.

I, CHRISTINE J BAKER certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.


Applicant's Signature

Please return to:

City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.

7th Nov 21st
3:15 P.M.

City of Surprise
APPOINTMENT APPLICATION FOR ALL
SURPRISE COMMISSIONS

Name: Nicole C. Jeffords

Date Submitted: September 11, 2014

Address:



Phone (Home & Cell):



E-Mail Address:



Resident of Surprise: X Yes No

Number of Years: 2 years from 2005 – present

Board/Commission(s) you are applying for? Disability Advisory Commission

Education: Bachelor's of Interdisciplinary Studies Degree in Family Resources / Human Development & Nonprofit Leadership / Management --- Master's of Arts in Rehabilitation Counseling

EMPLOYMENT BACKGROUND:

Present Employer/Position: Stay-At-Home-Mom to 8-year-old twins ☺

Previous Employer(s)/Position (Last 5 Years): Commonwealth of Virginia, Department for the Blind & Vision Impaired, Vocational Rehabilitation Counselor and Regional Transition Coordinator

Special Qualifications: Please see Resume provided

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, w which one(s): No

Statement as to why you want to serve as a Commission Member for the City of Surprise: I have worked within the disability / human services field for the past 14 years in a variety of positions for which I have gained a great deal of knowledge, skills and abilities. My husband and I have recently decided to make our home in Surprise because we believe that Surprise can offer our family a higher quality of life than any other city in the State. Additionally, now that I am not employed outside the home, I have the time, energy and dedication necessary to ensure that I can participate in Commission activities that will lead to more positive outcomes for Surprise citizens with disabilities.

I, Nicole C. Jeffords certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

NICOLE C. JEFFORDS

OBJECTIVE:

It is my desire to Work in a voluntary capacity in order to assist individuals with disabilities to improve their quality of life through meaningful work and community inclusion.

EDUCATION:

August 2000 Bachelor's of Interdisciplinary Studies Degree
*Youth and Human Service Nonprofit Leadership & Management
*Family Resources / Human Development
Arizona State University Tempe, AZ
June 2001 National Certification
*Social Security Benefits Planning, Assistance and Outreach
Virginia Commonwealth University in Collaboration with the Social Security Administration
May 2007 Master's of Arts Degree
*Rehabilitation Counseling
University of Arizona Tucson, AZ
August 2012 National Certification
*Vision Specialist in Vocational Rehabilitation
Mississippi State University Starkville, MS

EXPERIENCE:

October 2011 – April 2014 Virginia Department for the Blind & Vision Impaired -
Statewide Rehabilitation Council
Ex-Oficio Member as VR Counselor, Appointed by Governor Robert McDonnell

- Oversight of Virginia's Department for the Blind & Vision Impaired's Vocational Rehabilitation Program to ensure compliance with RSA Federal Regulations.
- Strategic planning to develop and facilitate the State Plan.
- Evaluation of goals and objectives to maximize effectiveness and efficiency of service delivery to blind, deafblind, and vision impaired customers of the Vocational Rehabilitation Program.

April 2009 – April 2014 Virginia Department for the Blind & Vision Impaired
Vocational Rehabilitation Counselor and Regional Transition Coordinator

- Manage a caseload of students ages 14+ who have been deemed eligible for vocational rehabilitation transition services.
- Attend IEP Meetings as Counselor and/or Consultant whenever invited by the Teacher of the Visually Impaired, parent, or student.
- Identify programs and services to assist students as they transition from high school to the world of work and beyond, including, but not limited to:

- ✓ Various diagnostic examinations to identify and evaluate secondary disabilities
- ✓ Low vision aids and devices
- ✓ Assistive technology
- ✓ Summer Independent Living Programs
- ✓ Work experiences
- ✓ Academic and vocational training programs
- Represent DBVI in a variety of community venues including public meetings, conferences and expos.
- Develop presentations to express thoughts and ideas relevant to the mission of DBVI.

January 2007 - May 2007 Arizona Industries for the Blind

Assistant Manager, Production Services Unit

- Oversight of PSU in order to ensure its survival while furthering AIB's Mission of employment and upward mobility of people who are blind.
- Supervise 20+ employees to ensure quality product and performance.
- Represent AIB within the community as an employer of choice for the blind and a company of integrity within the business world.

January 2002 – December 2007 Arizona Governor's Council on Blindness & Visual Impairment

Member, Appointed by Governor Janet Napolitano

- Oversight of the policies and procedures influencing service delivery to Clients of the Arizona Rehabilitation Services Administration experiencing blindness and visual impairment.
- Addressing priorities expressed by stakeholders including: consumer groups, rehabilitation professionals, educators, employers, parents, and others in order to produce more positive outcomes for blind and low vision Arizonans.
- Council Chair 2006 & 2007

September 2002 - May 2007 Maricopa Association of Governments

Public Outreach Associate for Persons with Disabilities

*** (Contract Position – 35 hours per month)

- Informed disability community about Maricopa County's Regional Transportation Plan and associated legislation.
- Maintained a stakeholder database, to ensure the disability community could have input in the future development of multi modal transportation within the Phoenix Metropolitan Area.
- Created a variety of public presentations to speak to diverse populations, including:
 - ✓ Mayors and other elected officials working on behalf of municipalities across Maricopa County.
 - ✓ Professionals working with individuals with disabilities.
 - ✓ Individuals with a spectrum of disabilities including sensory impairments, mental illness, brain injury and intellectual challenges.
 - ✓ Business and industry, which may benefit from skills, revenue and visibility brought about by collaboration with the disability community.
 - ✓ The community at large.

March 2003 – December 2005 Arizona Bridge to Independent Living

Member, Board of Directors

- Managed \$20 million annual operating budget.
- Ensured four core programs necessary for compliance as a "Center for Independent Living" to include: advocacy, independent living skills training, peer mentoring, and information / referral.
- Worked on Capital Campaign to develop a "Disability Empowerment Center" that will become a national model to be emulated in the future.
- Engaged in marketing activities to enhance community presence.

August 2002 - December 2006 State of Arizona, Rehabilitation Services Administration
Vocational Rehabilitation Counselor III

- Assisted individuals with significant disabilities to enter or return to the world of work through coordination of rehabilitative services that addressed individual strengths, abilities, interests and preferences.
- Participated in special work groups to develop organization policies and procedures consistent with RSA guidelines to enhance service delivery to blind and vision impaired program participants.
- Worked on special work group assigned to oversee 3rd party agreements in order to secure federal funding as a full state match was not forth-coming.

January 2001 - August 2002 Arizona Bridge to Independent Living (ABIL)
Work Incentives Specialist

- Assisted individuals with disabilities to understand the impact of work on their Social Security benefits.
- Created and facilitated public presentation to various disability audiences about the intricacies associated with utilizing Social Security Work Incentives.
- Completion of and submission of Social Security of PASS Plans for Approval and implementation.

May 2000 - October 2000 Muscular Dystrophy Association (MDA)
(Intern) Regional Public Affairs Coordinator

- Publicized Jerry Lewis Labor Day telethon in Utah, Nevada and Arizona utilizing press releases, media advisories and human-interest stories in conjunction with a host of MDA events

August 2000 Valley of the Sun United Way Allocation Panel

- Worked to allocate \$200,000 across 13 grant proposals.

ACCOMPLISHMENTS:

- ❖ National Research & Training Center (NRTC) on Blindness "Training and Utilization Award"
May 2013
- ❖ National Federation of the Blind of Arizona "Distinguished Service" Award
September 2005
- ❖ Arizona Council of the Blind for work on behalf of people who are blind
May 2006
- ❖ American Foundation for the Blind "Josephine L. Taylor Leadership Institute" Conference Scholarship
March 2004

REFERENCES AVAILABLE UPON REQUEST

Fri. Nov. 21st

Date/Time/Initials Received by Clerk's Office: _____



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Joseph Poschner Date Submitted: 9/25/14

Address: [REDACTED] Zip Code: 85374

Phone (Home): [REDACTED]

E: Mail Address: [REDACTED]

Resident of Surprise: X Yes No Number of Years: 2 months

Board/Commission(s) you are applying for? Disability Advisory Commission

Education: BSEd. from Youngstown State University in Special Education, MSED from Capella University in Ed. Administration

EMPLOYMENT BACKGROUND:

Present Employer/Position: Rancho Gabriela Elementary School
K-4 Special Education Teacher

Previous Employer(s)/Position (Last 5 Years): Kingman High School /
Special Education Teacher
Mohave County Probation - Special Education Teacher

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):

I have not participated in any activities or organizations yet,
but am looking into starting. I am a member of the Surprise Eagles.

(Continued on Reverse Side)

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I just moved to Surprise and I am really enjoying it here. I would like to get involved and make a difference in the lives of our disabled citizens. Growing up with a disability, and being a Special Education Teacher has given me a lifetime of working with disabilities, and I would like to bring my experience to the City of Surprise.

Additional Information/Comments:

I am a hardworking, dedicated person that puts my heart and soul into everything I do. I have a special place for disabled people in my heart, and will advocate for them in any way that I can.

I, Joseph J. Paschauer certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

Joseph J. Paschauer
Applicant's Signature

Please return to:

City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.

File no. 2151-
3:45 p.m.

Date/Time/Initials Received by Clerk's Office: _____



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: MARY E. PATE Date Submitted: 10-7-2014

Address: [REDACTED] e: 85379

Phone (Home): — Cell: [REDACTED]

E: Mail Address: [REDACTED]

Resident of Surprise: ☒ Yes ☐ No Number of Years: 1

Board/Commission(s) you are applying for? Arts & Culture Advisory

Education: Bachelors Degree in Business

EMPLOYMENT BACKGROUND:

Present Employer/Position: Peer 1 part time

Previous Employer(s)/Position (Last 5 Years): GRASOLVE

No Chicago, IL 7 years Office Manager

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):

Chamber Secretary for Winthrop
Harbor, IL 7 years Winthrop Harbor Police Board 5 years
Travel Agent 14 years
Harbor 7 years, event planning 10 yrs.
Arts Council Winthrop

(Continued on Reverse Side)

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

Yes

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I would like to be involved in the City of which I live. I believe in cultural growth & opportunities. I am an artist myself and have been involved in putting many fundraisers involving art together in the past. I believe you should give back to the community in which you live.

Additional Information/Comments:

A vibrant arts & cultural scene is important to strong communities. You should encourage new creative & innovative works of art & broadcast cultural understanding.

I, Mary E. Tate certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.

Mary E. Tate

Applicant's Signature

Please return to:

City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Matthew Keating

Date Submitted: 10/21/2014

Address: [REDACTED]

Zip Code: 85387

Phone (Home): None

E: Mail Address: [REDACTED]

Resident of Surprise: Yes

Number of Years: 3

Board/Commission(s) you are applying for? Planning and Zoning Commission

Education: Denison High School, Denison, IA (1984 graduate)

Morningside College, Sioux City, IA (1984/1985, no degree)

EMPLOYMENT BACKGROUND

Present Employer/Position: Federal Correctional Institution, Phoenix / Lock and Security Specialist

Previous Employer(s)/Position (Last 5 Years): Federal Detention Center, Seatac, WA / Lock and Security Specialist (1998 to 2011) Same as above since transferring back to Phoenix in 2011.

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates): Village 5 Planning Committee when Adam Copeland was the planner in 2011/2012. Helped plan and execute Asante Community's 2014 block party utilizing the City's block party trailer. Attending the current HOA Academy.

Do you currently serve, or have you previously served on any other City of Surprise Commissions? No

(Continued on Next Page)

Statement as to why you want to serve as a Commission Member for the City of Surprise:

I would like to serve on the Planning and Zoning Commission because I am passionate and excited about the future of the City. My wife and I chose to live in Surprise because of it's location in the valley and it's potential for growth. I have actively tracked new and ongoing projects such as the Loop 303, the Northern Parkway, the Grand Avenue/Bell Road Overpass and the many new businesses since moving to the city three years ago. I attend meetings that pertain to these projects and voice concerns and ideas when pertinent. I act as a liason between my community members and the builder in our neighborhood to address landscaping and other issues and I'm enrolled in the current HOA Academy. I have attended a planning and zoning commission meeting and understand the importance commission members play in providing oversight for the best interests of the inhabitants of the city. I lived in North Peoria from 1994 to 1998 and witnessed the completion of the 101 and the explosion of growth that followed. I see that same potential for the City of Surprise. I have heard Mayor Wolcott speak about the future of Surprise on several occasions and her excitement and enthusiasm is infectious! I've had an intense interest in design, construction and planning for many years. That intense interest has led me to seek out knowledge about how and why cities, buildings, parking lots and common areas are designed and constructed. I've seen the outcome of the growth of North Peoria and many of the suburbs of the Seattle area from 1998 to 2010. I believe my passion for planning and my experiences in seeing that planning in action would make me an effective member of this commission that will help propel the City of Surprise forward in the coming years. Thank you for your consideration of me for the position.

I, Matthew Keating, certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.



Applicant's Signature

Date & Time Received by City Clerk's Office: _____

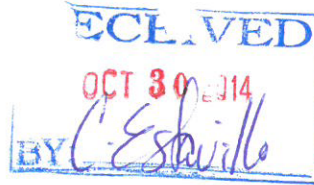
Please return to:

City Clerk's Office

16000 N. Civic Center Plaza

Surprise, AZ 85374

623-222-1200



4:30p

Date/Time/Initials Received by Clerk's Office: _____



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Ryan M Spotts Date Submitted: 10/30/14

Address: [REDACTED] Zip Code: 85379

Phone (Home) [REDACTED] Cell: ←

E: Mail Address: [REDACTED]

Resident of Surprise: ☒ Yes ☐ No Number of Years: < 1

Board/Commission(s) you are applying for? Health Benefits Trust Fund Board

Education: MBA - Arizona State University ; MSc Accounting - Eastern Michigan University ; BA - Economics - Univ. of Michigan

EMPLOYMENT BACKGROUND:

Present Employer/Position: SR Accounting Specialist,
Bank of America

Previous Employer(s)/Position (Last 5 Years): HR Block (2010-2012) Tax Professional/
< 2010 - Student instructor

Special Qualifications (Include list of Surprise activities or organizations you have participated in and dates):

Assistant youth soccer coach (10/14)

(Continued on Reverse Side)

Do you currently serve, or have you previously served on any other City of Surprise Commissions? If yes, which one(s):

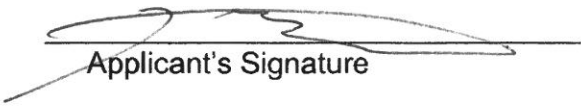
NA

Statement as to why you want to serve as a Commission Member for the City of Surprise:

Since moving to Surprise this year, I have been looking for ways to contribute to the community. My exposure to the banking industry and my constant desire to learn and understand will make analyzing committee not only an engaging endeavor for me, but will allow me to add value back as well.

Additional Information/Comments:

I, Ryan M Spotts certify that to the best of my knowledge, all information given herewith is true and correct. I understand that any falsification or misrepresentation of facts will be cause for dismissal from the position if I am appointed by the City Council.


Applicant's Signature

Please return to:

City Clerk's Office
16000 N. Civic Center Plaza
Surprise, AZ. 85374
623-222-1200

Please note that applications are accepted on an open rolling basis and shall be maintained as an active application for future vacancies.



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: December 16, 2014 Contact Person: Lindsey Duncan, Finance Director
Submitting Department: Finance Dept District: Citywide
Staff Recommendations: No Action

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Presentation and discussion regarding the FY2014 Budget Status Report through October 2014.

Motion:

None

Background:

None

Financial Impact Statement:

The attached presentation provides an update of the year to date revenue and expenditures for the general fund through October 2014.

ATTACHMENTS:

Click to download

☐ [Presentation](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

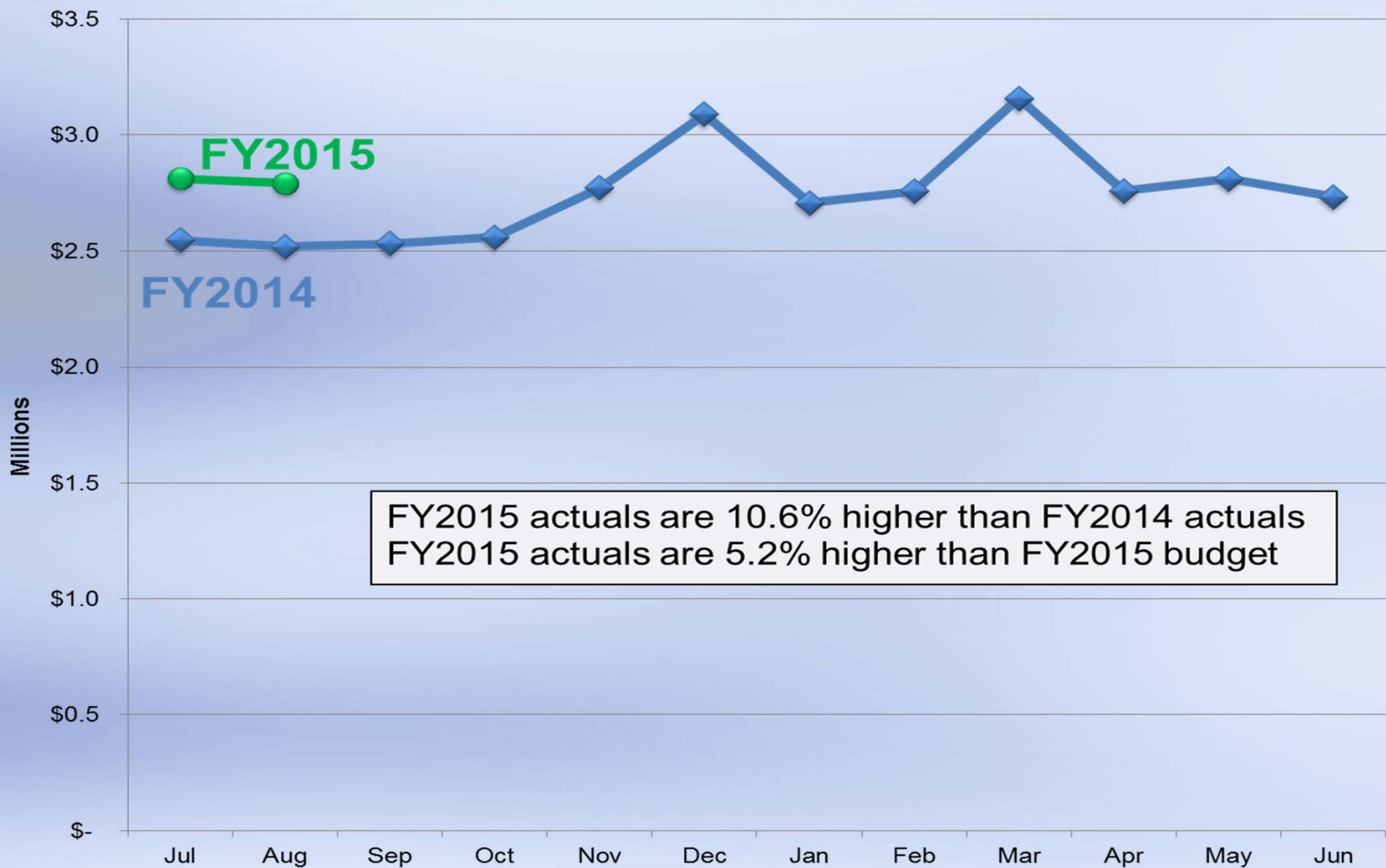
Lindsey Duncan, Finance Director

FY2015 Monthly Budget Status Report

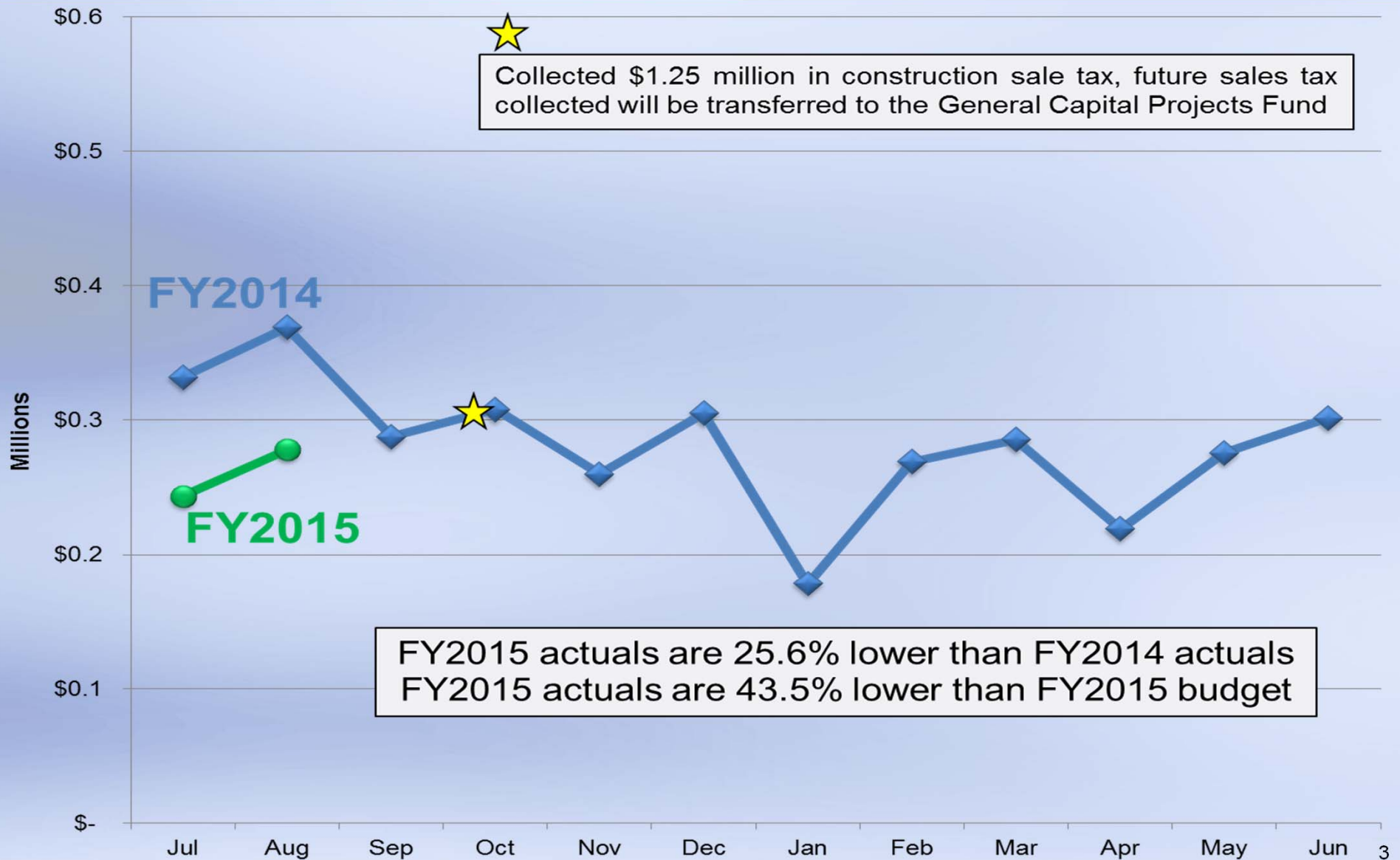
as of October 2014



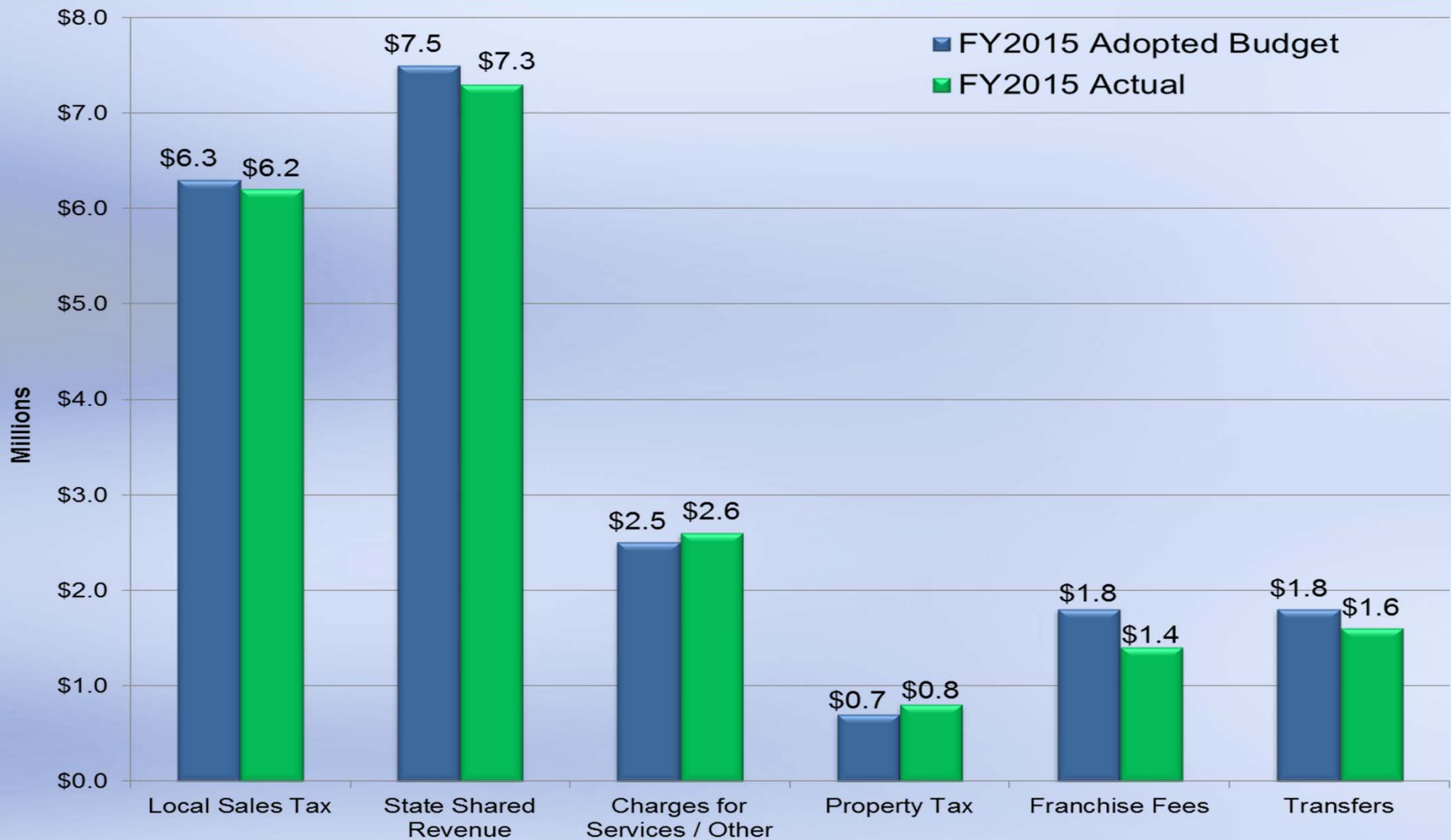
Sales Tax (Excluding Construction)



Construction Sales Tax

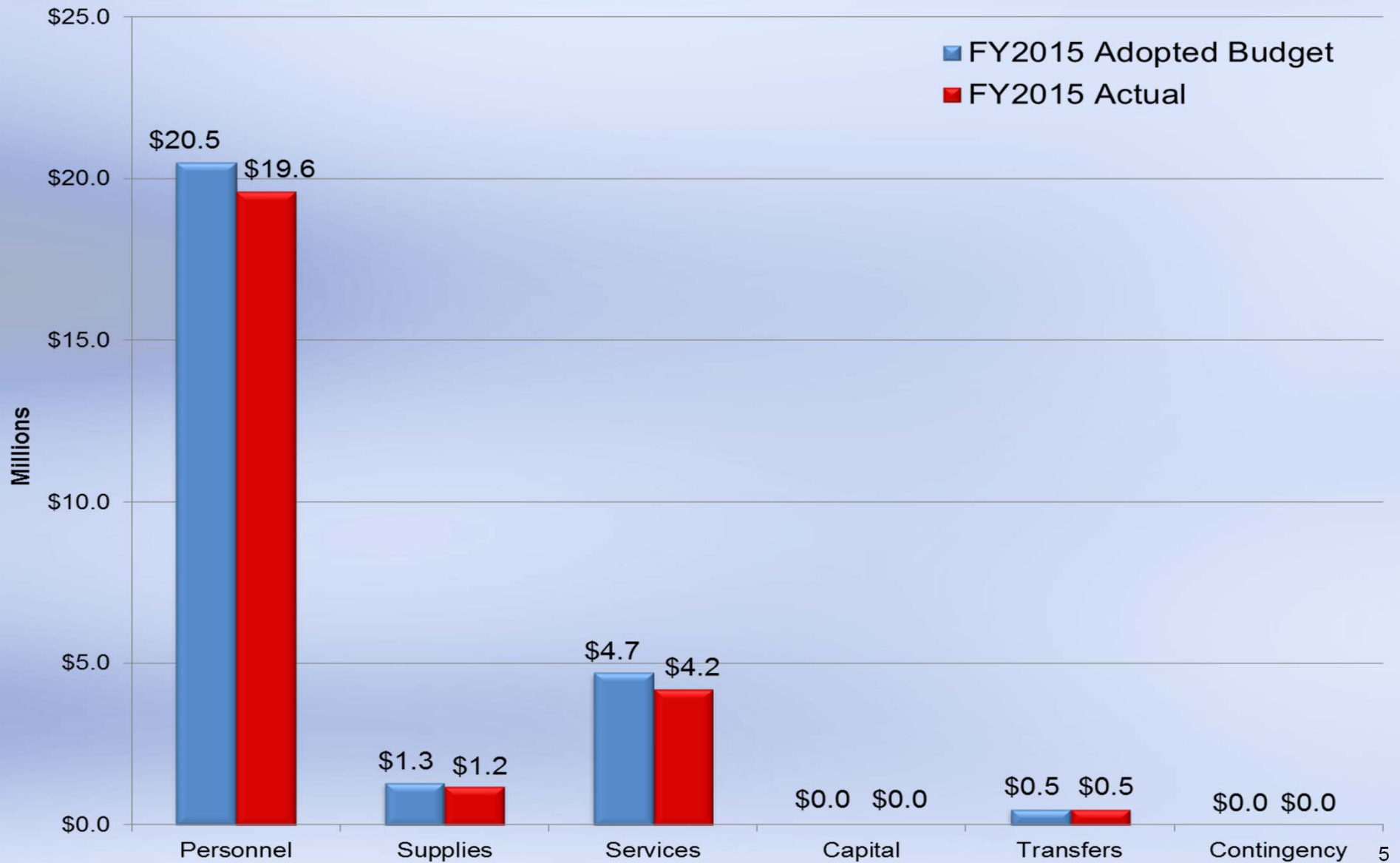


FYTD Resources by Category



The chart above includes two months of local sales tax revenue and four months of all other revenue sources

FYTD Expenditures by Category



Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

+ Back Print

Council Meeting Date:	December 16, 2014	Contact Person:	Jackie Keller, Community Development
Submitting Department:	CD	District:	4
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Presentation and discussion on the development of a Heritage Overlay District for the Original Town Site.

Motion:

Discussion Only

Background:

The Village 1 Plan identifies the Original Town Site (OTS) as a Heritage District and establishes four heritage goals that focus on—preservation, economic revitalization, education, and recreation. Due to the OTS's cultural and historical significance within the City of Surprise, it provides the opportunity to create a distinct identity and 'sense of place' for the City through its unique qualities of history, geography, and culture.

Financial Impact Statement:

No financial impact, discussion only.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
- ☐ [OTS Heritage Map](#)
- ☐ [Presentation](#)

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
------------	---	-------	-------------	-------	---

Presentation Speaker Names (spelling and titles for TV captions):

Jackie Keller, Planner



COMMUNITY DEVELOPMENT DEPARTMENT

Date: December 16, 2014

To: Mayor and City Council

From: Eric Fitzer, Community Development Director
Jackie Keller, Planner – Long Range
jackie.keller@surpriseaz.gov, 623.222.3153

Re: **Original Town Site Heritage District**

Introduction

The Village 1 Plan identifies the Original Town Site (OTS) as a Heritage District and establishes four heritage goals that focus on—preservation, economic revitalization, education, and recreation. Due to the OTS’s cultural and historical significance within the City of Surprise, it provides the opportunity to create a distinct identity and ‘sense of place’ for the City through its unique qualities of history, geography, and culture.

Location

The OTS is located at a confluence of local and regional transportation corridors—bounded by Greenway Road to the south, El Mirage Road to the east, Bell Road to the North and Dysart Road to the west. It is bisected by Grand Avenue and the BNSF Railroad.

Background

In 2001, the City Council adopted the *General Plan 2020* that was ratified by the voters and included a major *Revitalization Element*—with specific guidelines—for the OTS. These guidelines included 11 objectives and 46 policies that addressed such issues as—historic presence, family orientation, property maintenance and underutilized land, transit service, transportation barriers and infrastructure impediments, safety, and the quality of maturing neighborhoods.

In 2002, the City Council approved and adopted the *Specific Plan for Revitalization of the Original Townsite* that identifies recommended land uses (including mixed-use), development and design standards, and implementation strategies to preserve and enhance the Townsite’s heritage assets; incorporating many of the *General Plan 2020* objectives and policies to provide a balanced mix of residential, employment and public facilities within the OTS Revitalization Area. This included policies that would “remove existing intensive zoning for commercial (i.e., C-3) and industrial uses (i.e., I-1 and I-2)”, and “allow parcel assemblage

along the south and west side of Grand Avenue for mixed-use gateway development (i.e., high density residential, commercial, office, and parks)”, which would serve to minimize incompatible land uses and provide economic opportunities within the OTS.

In 2008, a records review of historic age properties within the OTS was conducted as a part of the US Department of Urban and Housing Development (HUD) grant process. The study did not identify any potential historic districts, however the report concluded that the OTS has a distinctive culturally Hispanic and family-oriented character, and additional research might yield properties that are culturally significant to the area.

In 2010, the *Village 1 Plan* was adopted and further incorporated into the *General Plan 2035* adopted in 2013. The *General Plan 2035* includes 21 Elements, with the majority of them identifying goals and policies to revitalize and redevelop the OTS.

As a result of the outreach meetings conducted through the Village 1 planning process and information from the OTS Revitalization Plan, the Surprise Women’s Heritage Trail emerged, which was dedicated in April of 2013.

The Village 1 Plan identifies several short- and long-term action items to implement revitalization and redevelopment goals for the OTS. Two high-priority recommendations include:

1. Create a Heritage Overlay District.
2. Determine solutions for live-work units and dual use properties (mixed-use).

Overlay Concept

A Heritage Overlay District would identify an approach to promote and facilitate revitalization and redevelopment of vacant, abandoned, or underutilized properties; as well as address incompatible land uses and development standards while enhancing the historic culture of the OTS.

In addition, the Overlay District would provide a tool to for guiding new and re-development activities that will address many of the priorities identified in the City Council’s 2013 Strategic Plan. These priorities include, but are not limited to, the following:

- Transportation goals to improve access and safety to major transportation corridors, neighborhood circulation, and multi-modal linkages—particularly for transit-oriented development along the Grand Avenue Commuter Rail corridor.
- Economic Development and Tourism goals to enhance and promote small business, employment, investment, and resident opportunities; especially those with an arts and culture focus celebrating Surprise’s rich heritage—creating a unique, regional destination.
- Sustainability, Community Lifestyle, and Public Safety goals that balance preservation and rehabilitation with new development that enhances the character and ‘way-of-life’

of Surprise's Heritage District, while promoting green building practices and community safety.

- Educational goals by providing access to—and promoting—knowledge, training, and enrichment programs resulting in local business start-ups and employment.

A Heritage District designation would have a positive effect on the physical, social, and economic potential of the Original Town Site.

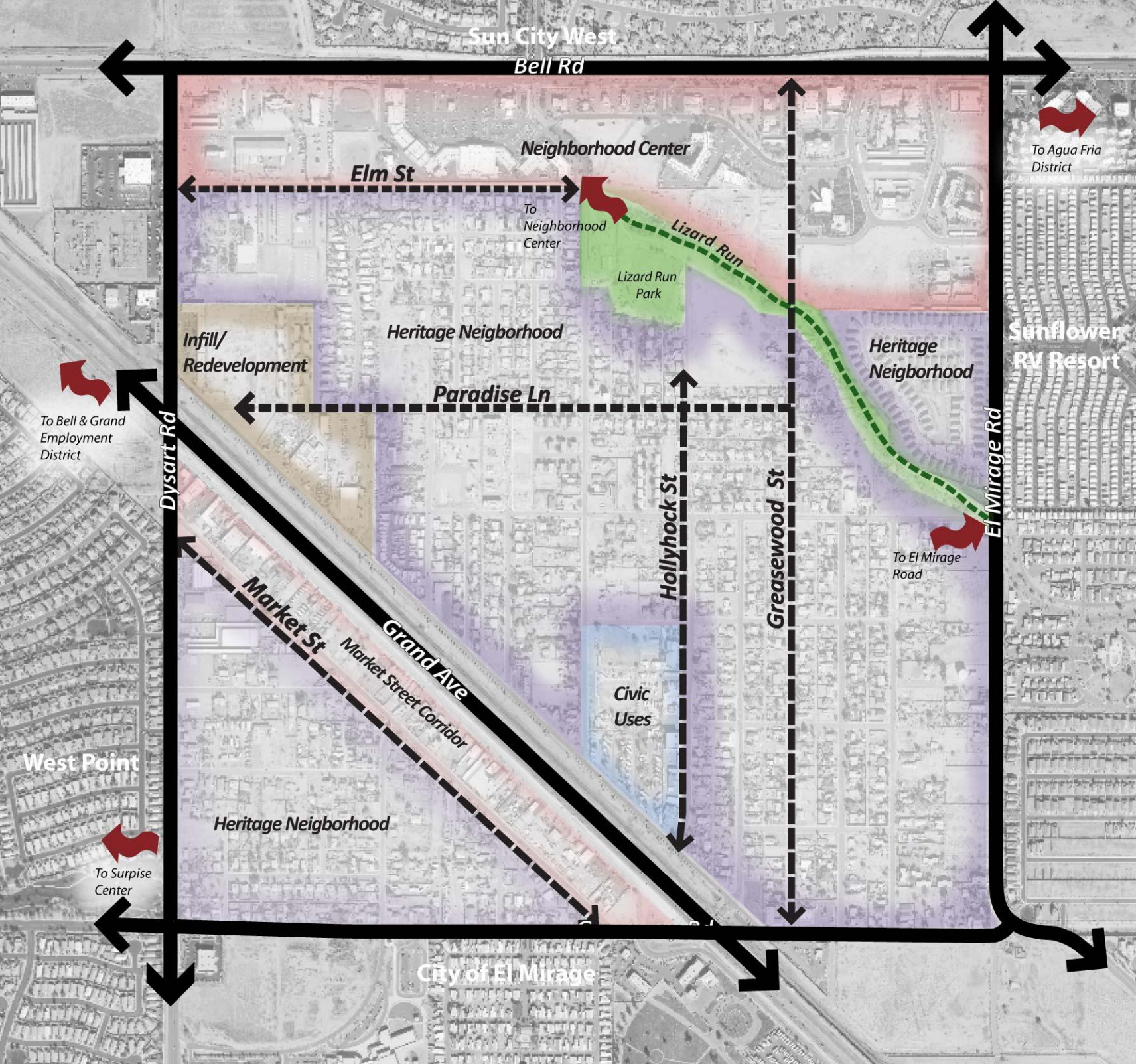
The Heritage Overlay District will have no direct effect on the city budget. Any future activities related to implementing the Heritage Overlay District would have budget implications that would need to be considered by the Mayor and City Council at the time of proposal. There are no proposed activities at this time.

Recommendation

Discussion only

Attached

1. Village 1 Plan - Heritage District Map



Sun City West

Bell Rd

Neighborhood Center

Elm St

To
Neighborhood
Center

Lizard Run

Lizard Run
Park

Heritage Neighborhood

Heritage
Neighborhood

Sunflower
RV Resort

Paradise Ln

To Bell & Grand
Employment
District

Dysart Rd

Infill/
Redevelopment

Hollyhock St

Greasewood St

To El Mirage
Road

El Mirage Rd

Market St

Grand Ave
Market Street Corridor

Civic
Uses

West Point

Heritage Neighborhood

To Surprise
Center

City of El Mirage

Original Town Site Heritage District

City Council Work Session

December 16, 2014

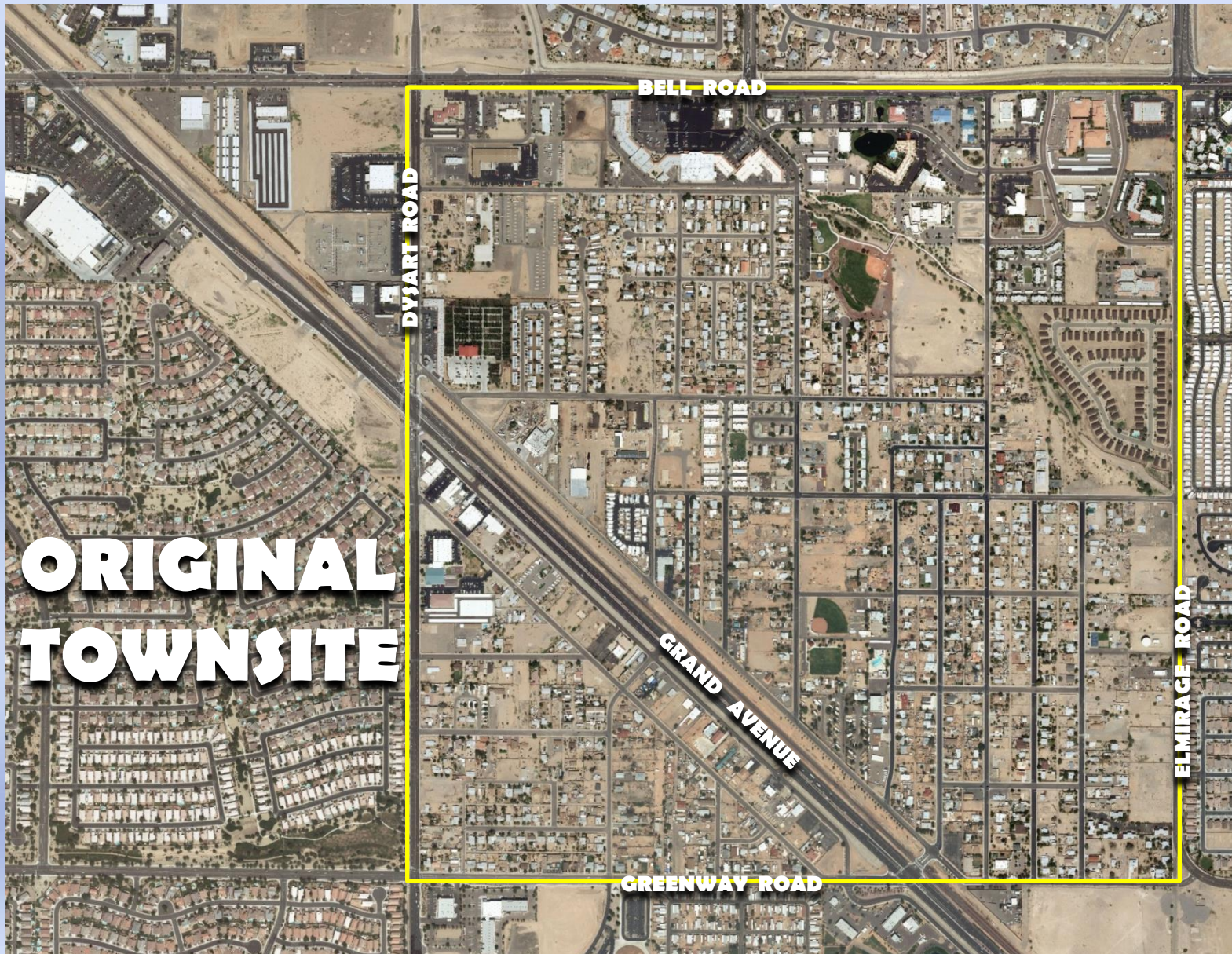
Community Development Department



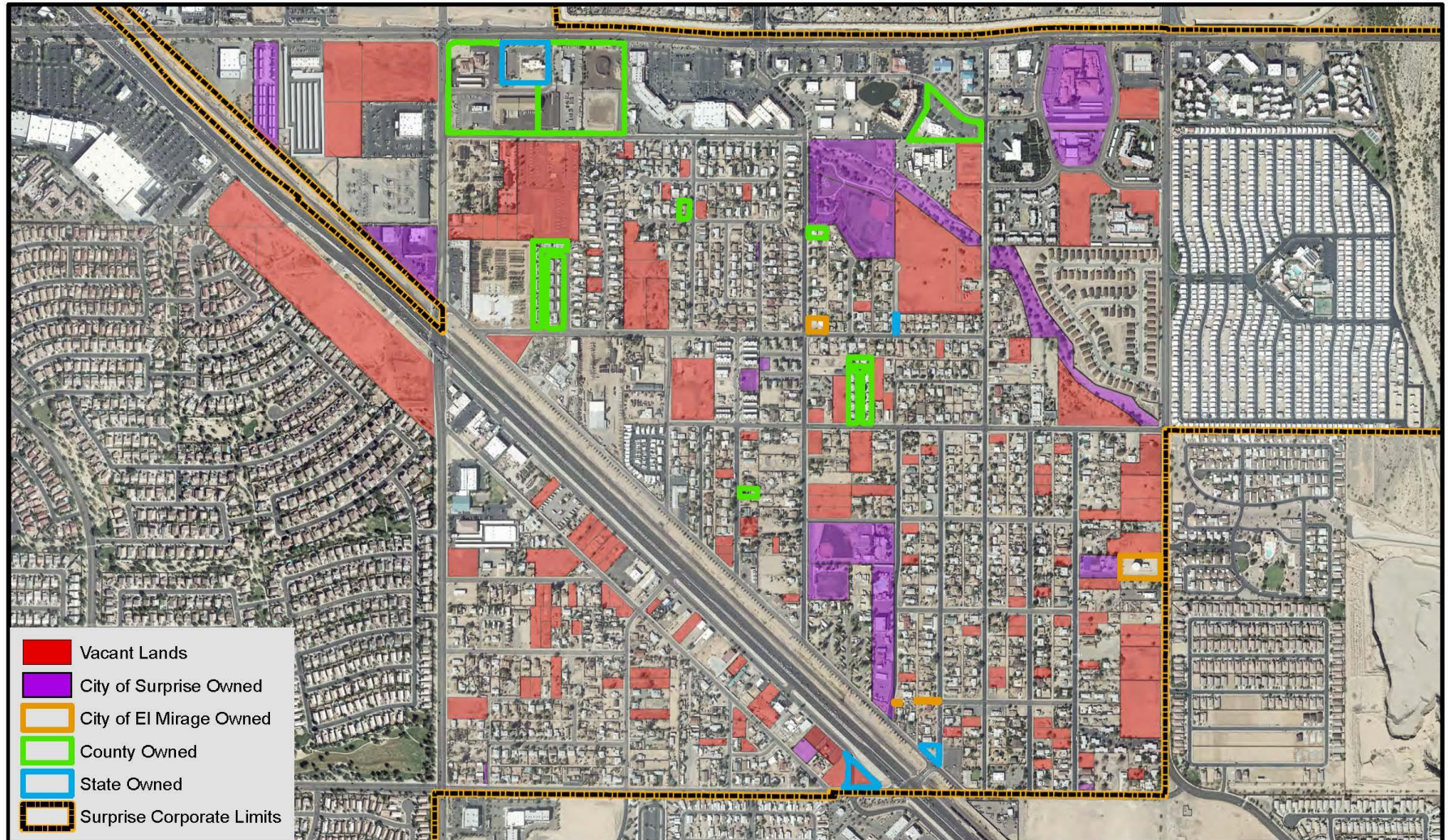
- **General Plan | Village 1 Plan | Specific Plan**
- **Purpose of OTS Heritage District**
- **Next Steps**



OVERVIEW



OVERVIEW



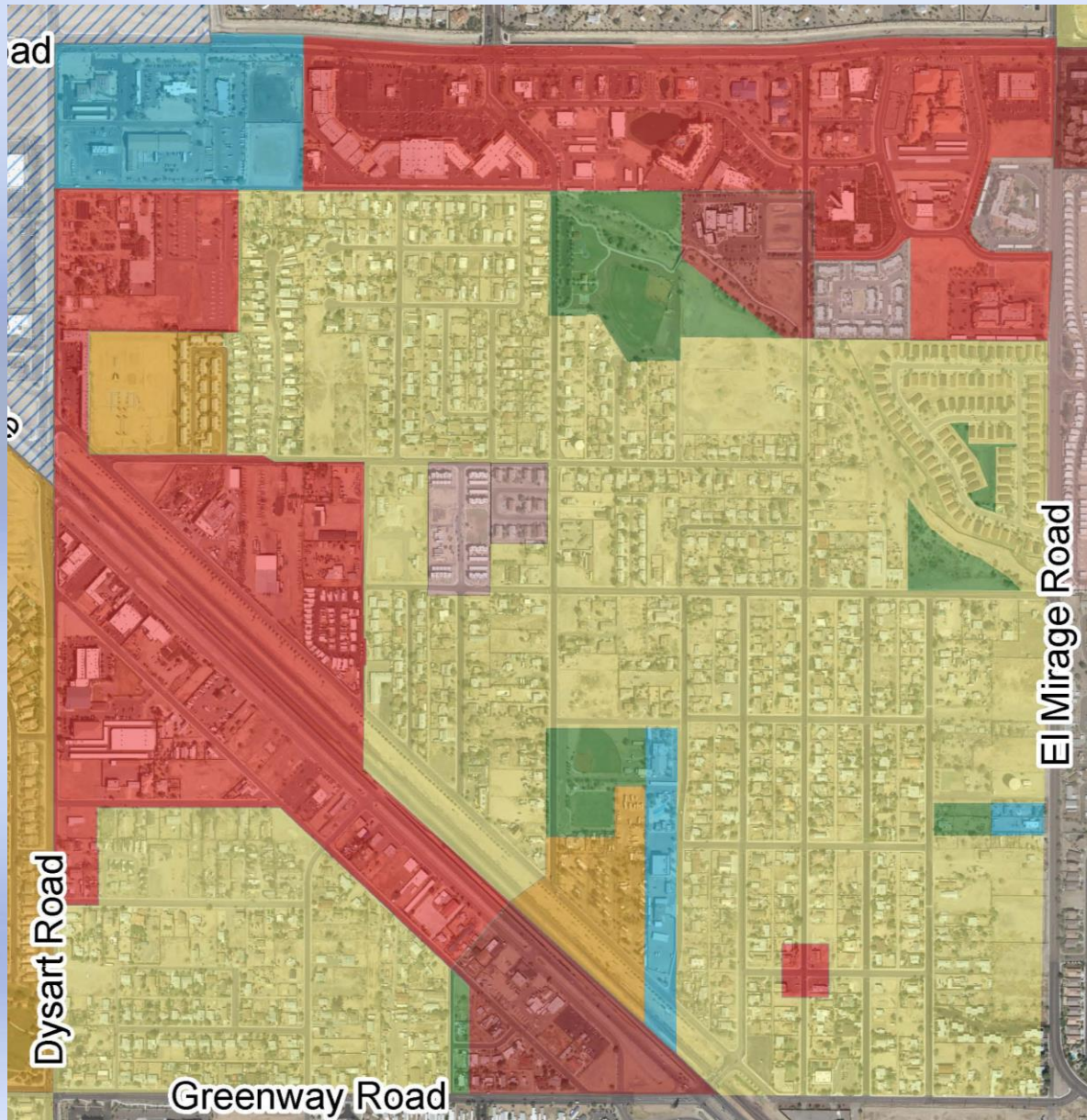
Vacant & Public Lands
Original Townsite

1:8,000
0 500 1,000 Feet

➤ **Growth, Land Use, Economic Development Elements**

- Incentives for Infill Development and Redevelopment
- Variety of Uses, Facilities, and Services
- Compatible Mix of Uses
- Job-Housing Ratio
- Medium and High Density Uses near Major Transportation Routes
- Transit | Multi-modal Connectivity

GENERAL PLAN GOALS | POLICIES



**General Plan
Land Use
2035
(And 2020)**



SPECIFIC PLAN VISION and GOALS



- **A revitalized district of quality housing combined with appropriate consumer-oriented retail and service functions**
- **Strongly encourage existing industrial and C-3 Commercial zoning designations be excised from the Townsite as redevelopment occurs**
- **Development incentives for converting incompatible uses to more appropriate activities**
- **Concentrating or phasing out existing C-1 and C-2 zoning in isolated locations within residential areas**

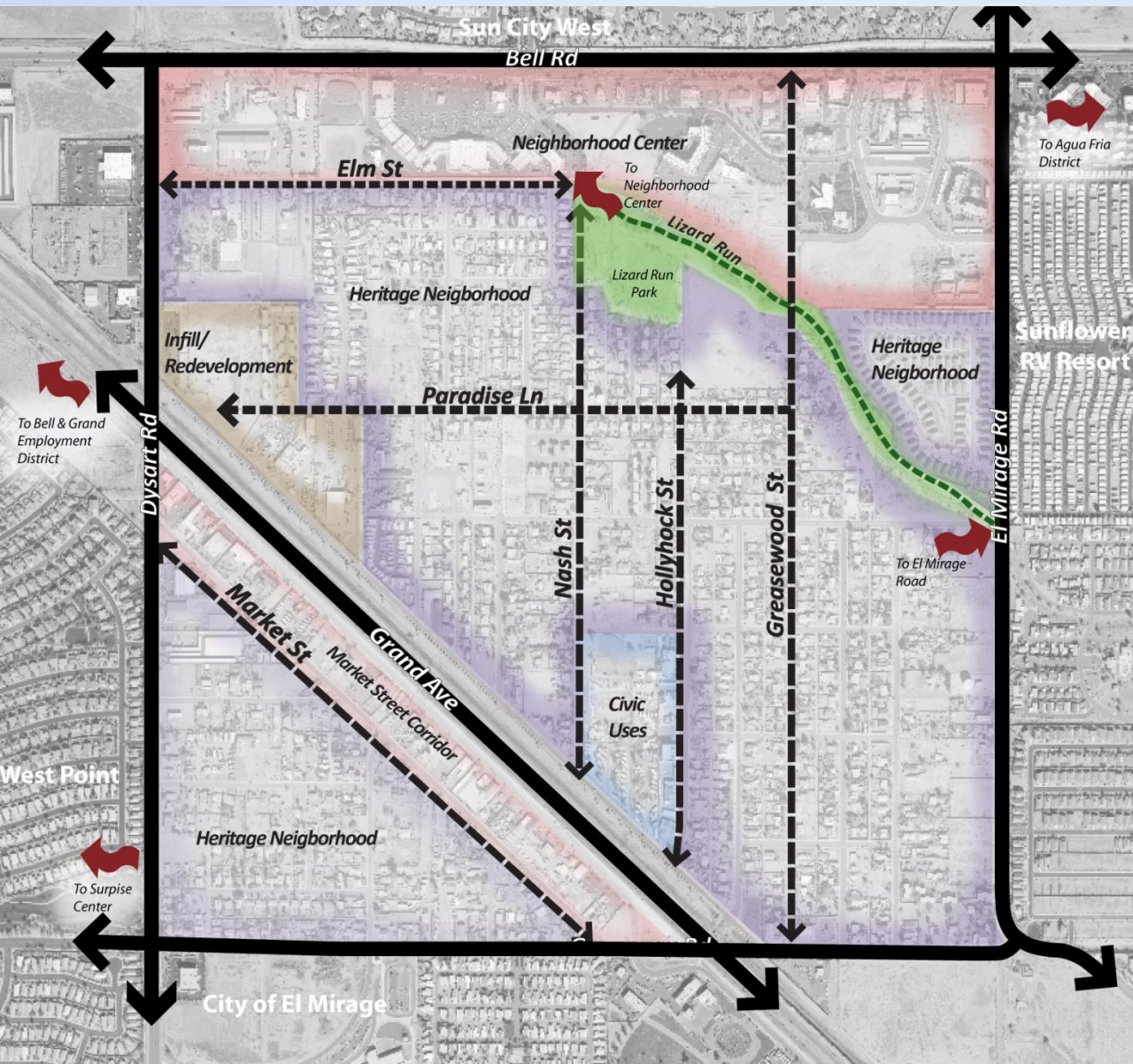
SPECIFIC PLAN VISION and GOALS



IMPLEMENTATION ACTION ITEMS

Target Project	Action Description	Responsibility	Cost
Zoning, design guidelines	Include Original Townsite Overlay District, design standards in Ordinance update	City	included
Street completion	Acquire additional rights-of-way; continue paving, curb, gutter, sidewalks; medians for select streets	City	Streets \$200,000-300,000 (partial)
Pathway network	Acquire and install pathways, connect parks, activity centers and Lizard Run, designate bike lanes	City, Townsite businesses	\$600,000-800,000
Landscape demonstration	Install streetscape, traffic calming (e.g., Nash, Paradise Lane); provide plant material to homeowners	City, residents, local business	\$200,000
Public/Private partnerships	Acquire Community Reinvestment Act funding, establish	Financial institutions,	Partner
Gateway image	Prepare Gateway monuments, landscaping, mixed use sites, amenities, begin office/retail construction	City, private sector	\$800,000
Pathway System Lighting/Furniture	Install lighting and site furniture	City, private sector	\$250,000
Commercial transition mini-plazas	Acquire, construct transition elements; neighborhood integration	City, private sector	\$700,000-900,000
Purchase water system	Negotiate acquisition of Townsite portion of El Mirage water system	City	TBD
Market Place	Partial site acquisition, preparation, amenities, begin mercado construction	City, private sector	\$1,500,000
Pedestrian overpass	Design, construct in conjunction with Grand Avenue improvements, ADA elevators	ADOT	TBD

VILLAGE 1 PLAN GOALS | POLICIES



OTS Heritage District Goals

- Preservation
- Education
- Recreation
- Economic Revitalization

VILLAGE 1 PLAN GOALS | POLICIES



- **Create a Heritage Overlay District**
- **Preserve and enhance the character of the OTS**
- **Develop solutions for live-work units, dual use properties, and mixed-use buildings**
- **Assure that regulations result in desired building forms and street character**
- **Support the heritage area with specialty retail and regional tourist attraction land uses**
- **Enhance the appearance of Grand Avenue**

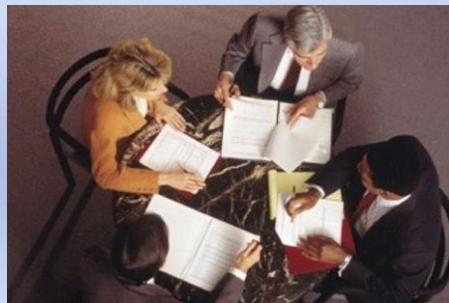
OVERLAY DISTRICT PURPOSE

- **Preserve, Protect, and Enhance the Historical Nature of the OTS**
- **Create a Gateway - Make it a Vibrant Regional Destination**
- **Promote Appropriate/Compatible Development**

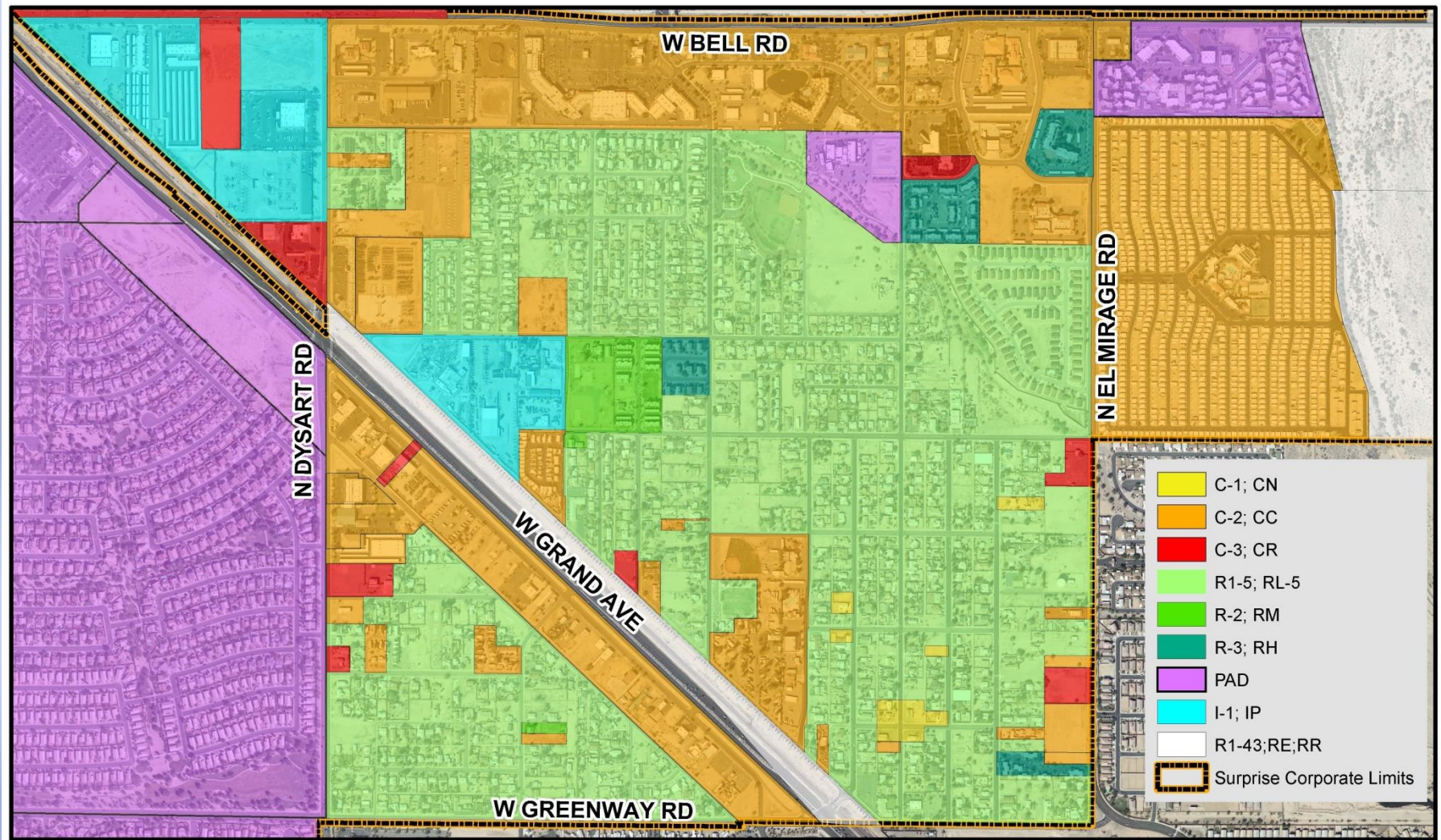


OVERLAY DISTRICT PURPOSE

- **Develop Specific Rules and Zoning Provisions to Support the Goals and Objectives of the Overlay and the General Plan**
- **Encourage | Incentivize Reinvestment - Quality Housing, Employment, Education, and Retail for the Evolving Needs of the OTS and City**

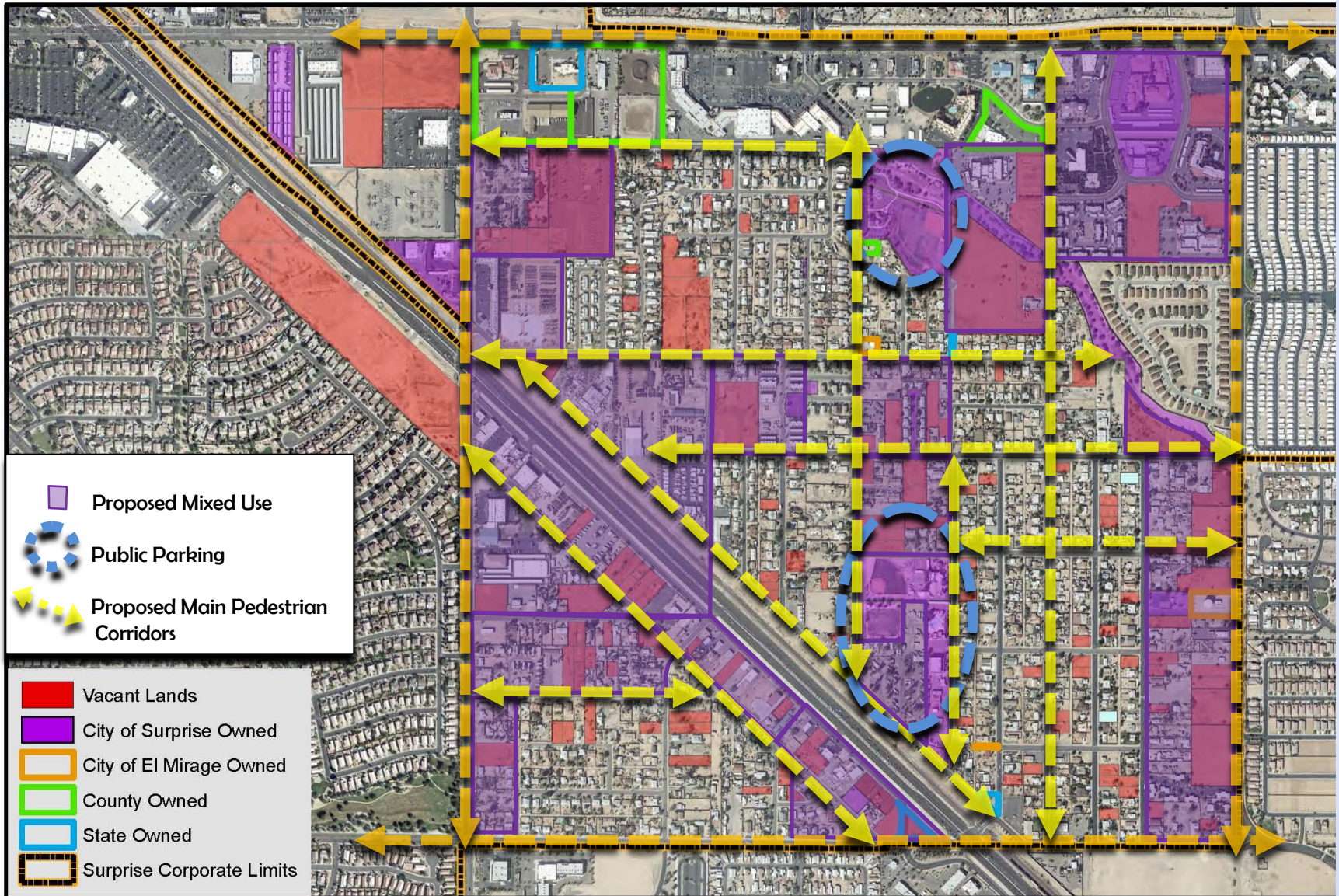


OVERLAY CONCEPT



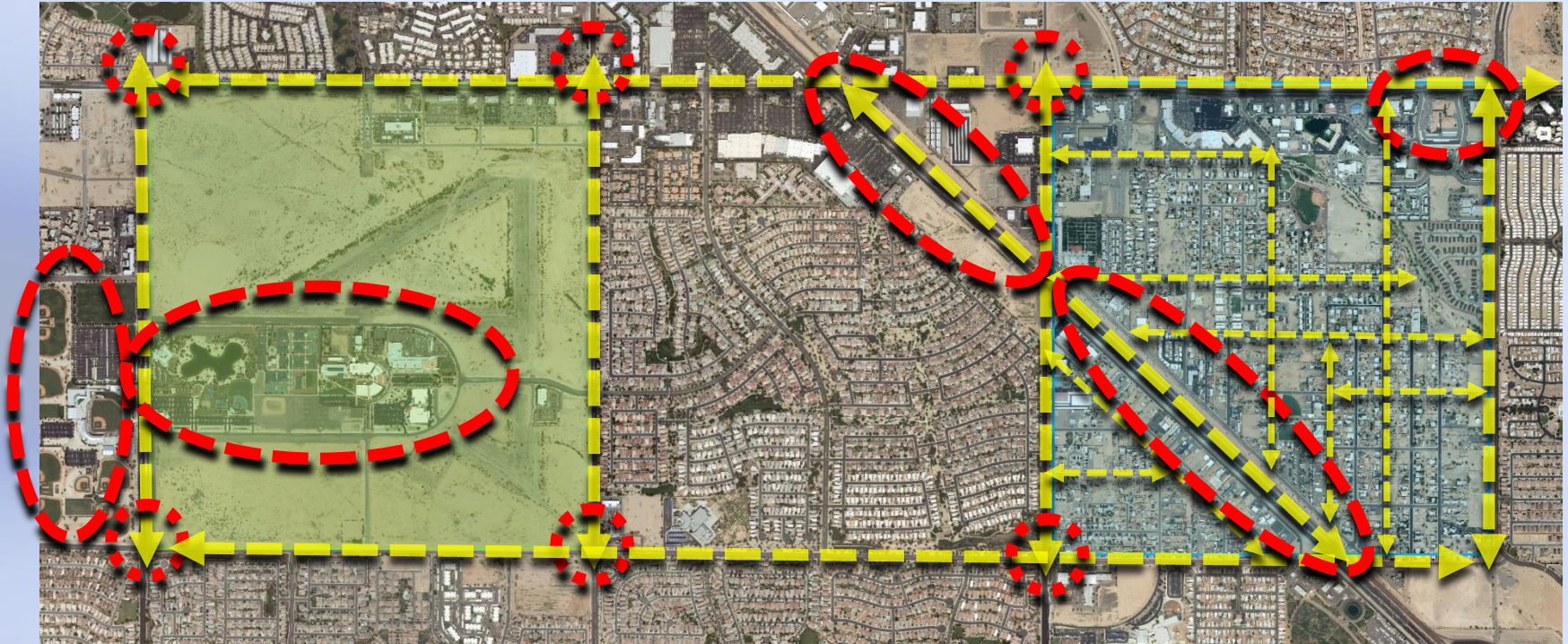
Current Zoning

OVERLAY CONCEPT

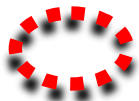


OVERLAY CONCEPT

Surprise Cultural/Gateway District



Special Sub-Districts



Major Creative/Public Art Gateway/District



Secondary Creative/Art Gateway Monument



Public Art/Pedestrian Alamedas



Original Town Site



Surprise Center

- **Proceed with developing a Heritage Overlay District for the OTS based on:**
 - The General Plan 2035 Goals
 - The Village 1 Plan Strategies
 - The Revitalization Plan Recommendations



Questions | Comments





CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 16, 2014	Contact Person:	Janeen K. Gaskins, Grants Administrator
Submitting Department:	City Mgr	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Consideration and action on the 2014-2015 Surprise Community Outreach Program funding recommendations as follows: 1. Benevilla - \$10,000 2. Friends of the Library - \$2,000 3. Northwest Valley Connect - \$10,000 4. St. Vincent de Paul - \$10,000 5. West Valley Arts Council - \$10,000 6. WHAM - \$8,000

Motion:

I move to approve the 2014-2015 Community Outreach Funding recommendations 1 through 6. Alternatively: I move to approve the 2014-2015 Community Outreach funding recommendations [list the number ascribed to the applicable recommendation, i.e. 1, 3, 4 and 5]

Background:

In November 2014, request for proposals were released from the City Manager's Office regarding the City of Surprises' Community Outreach Program. The purpose of the program is to provide funding assistance to organizations with the City of Surprise for programs, events and activities that enhance the overall quality of life for the community.

On December 9, 2014, the Grants & Community Outreach Subcommittee reviewed all applications. Eight applications were received and six are being recommended for funding approval from the full City Council.

Financial Impact Statement:

Fiscal year 2014-2015 includes \$50,000 under the City Manager's Intergovernmental Relations Division line item 21111-121-122-2999-38185-29999. The total amount for this funding request is 50,000.

ATTACHMENTS:

Click to download

☐ [Presentation](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

Janeen K. Gaskins, Grants Administrator

City of Surprise Community Outreach Grants Program



FY 2014-2015
TUESDAY, DECEMBER 16, 2014



Community Outreach Program Guidelines:

Must provide 501(c)3 verification

Must submit a new application for every cycle

Event/program/activity must take place in the City of Surprise

Must include proposed budget for use of the funds

Application must be typed, with original signature

Late applications will not be accepted

Reporting required annually

Recipients will acknowledge the award in press releases

Maximum award is \$10,000

Funds are provided on an invoice or reimbursement basis



PROGRAM GUIDELINES

Community Outreach Program Purpose:

Purpose of the Community Outreach Program is to support local non-profit organizations which serve the City of Surprise.

FY 2014-2015: \$50,000



Sub-Committee Recommendations

Community Outreach Program Recommendations:

Benevilla

Funding to support the Community Garden

Requested: \$10,000

Recommended: \$10,000

Friends of the Library

Community Outreach

Requested:\$2,100

Recommended:\$2,000



Sub-Committee Recommendations

Community Outreach Program Recommendations:

*Northwest Valley Connection
Transit Support*

Requested: \$9,475

Recommended: \$10,000

*West Valley Arts Council
Backyard Concert*

Requested: \$10,000

Recommended: \$10,000



Sub-Committee Recommendations

Community Outreach Program Recommendations:

WHAM

Art Youth Festival

Requested:\$10,000

Recommended:\$8,000



Sub-Committee Recommendations

Any Questions?

***Community Outreach Program
Sub-Committee Members
Council Member Jim Biundo, Chair
Council Member John Williams
Council Member Roland Winters***



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: December 16, 2014 Contact Person: City Manager, Bob Wingenroth
Submitting Department: District: 3
Staff Recommendations: Approve

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Consideration and possible action regarding the course of the APS line siting running along 303, west along Cactus Road, then north along approximately 195th Avenue; and community impact.

Motion:

I move to approve action regarding the course of the APS line siting running along 303, west along Cactus Road, then north along approximately 195th Avenue; and community impact.

Background:

N/A

Financial Impact Statement:

N/A

ATTACHMENTS:

[Click to download](#)

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

Presentation Speaker Names (spelling and titles for TV captions):

City Manager, Bob Wingenroth



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: December 16, 2014 Contact Person: Misty Leslie, City Attorney
Submitting Department: Attorney's Office District: Internal
Staff Recommendations: No Action

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Litigation Update: discussion/consultation with the City Attorney to receive legal advice; and to consider its position on active litigation. (A.R.S. §38-431.02(A)(3)&(4))

Motion:

None

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
------------	---	-------	-------------	-------	---

Presentation Speaker Names (spelling and titles for TV captions):



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 16, 2014	Contact Person:	Misty Leslie, City Attorney
Submitting Department:	Attorney's Office	District:	Internal
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Discussion and consideration of employment matters, conducting performance evaluations and 2015 goals for appointed officials, pursuant to Ariz. Rev. Stat. §38-431.03(A)(1).

Motion:

A move to recess into executive session.

Background:

In accordance with the Appointee Performance Evaluation Program adopted by council in December 2012, the full council must meet with each appointed official to discuss the official's performance over the prior year and to establish goals and performance expectations for the coming year.

Financial Impact Statement:

None

ATTACHMENTS:

[Click to download](#)

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
------------	---	-------	-------------	-------	---

Presentation Speaker Names (spelling and titles for TV captions):



CITY OF SURPRISE
Regular City Council Meeting

December 16, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: December 16, 2014 Contact Person: Misty Leslie, City Attorney
Submitting Department: District: Internal
Staff Recommendations: None

Consent	Regular	Public Hearing	Report/Discussion
---------	---------	----------------	-------------------

Agenda Wording:

Discussion and consultation with the City Attorney for legal advice, and to consider its position and to instruct the City Attorney regarding contracts subject to negotiations related to third party use of City facilities pursuant to ARS §38-431.03(A)(3).

Motion:

None.

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
------------	---	-------	-------------	-------	---

Presentation Speaker Names (spelling and titles for TV captions):