



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

Tuesday, October 7, 2014 @ 6:00 PM

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

A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

#1 District Citywide [Recognizing Domestic Violence Awareness Month](#)

No Action
Mayor
Sharon
Wolcott

[Recognizing Bullying Prevention Month - presented to Jim Dean,
assistant superintendent at Dysart Unified School District](#)

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:

*#2 District Citywide [Consideration and action to authorizing the City Manager to accept the Victims' Right Program Grant award from the Attorney General's Office in the amount of \\$24,800; Resolution #2014-93.](#)

Approve
Misty
Leslie, City
Attorney

*#3 District Citywide [Consideration and action on the meeting minutes of September 16, 2014 Regular Work Session \(Joint Meeting\) and Regular City Council Meeting.](#)

Approve
Sherry Ann
Aguilar,
City Clerk

*#4 District Citywide [Consideration and action on a resolution accepting the State of Arizona, Department of Homeland Security grant in the amount of \\$54,000 in support of the Urban Area Security Initiative \(UASI\) program and amending the FY2015 budget by reallocating appropriations of \\$54,000 from within the grants and contingency fund; Resolution No. 2014-98.](#)

Approve
Tom Abbott

*#5 District 5 [Consideration and action approving a final plat entitled Replat of Final Plat Amendment of Lot 7, Stadium Village South,](#)

Approve
Chris Boyd,

dated August 21, 2014, a property generally located at the northeast corner of North Parkview Place and West Paradise Lane; Resolution #2014-99. Community Development

Regular Agenda Item - Non-Public Hearing:

- | | | | |
|-----|-------------------|---|---|
| #6 | District Internal | <u>Presentation by Rosemary Ybarra Hernandez regarding the Aguila Youth Leadership Program.</u> | No Action
CM Villanueva and CM Biundo |
| #7 | District Citywide | <u>Presentation and discussion on FY2014 transit service, and planned FY2015 services.</u> | No Action
Mike Gent, Public Works |
| #8 | District Citywide | <u>Consideration and action authorizing Tourism/Marketing funding to Thunderbird Artists in an amount not to exceed \$31,000 and amending the budget for FY 2015 Surprise Fine Art and Wine Festival as recommended by the Tourism Advisory Commission; Resolution No. 2014-95.</u> | Approve
Mark A. Coronado, Director - Community & Recreation Services |
| #9 | District Citywide | <u>Consideration and action authorizing Tourism/Event funding for the 2015 Surprise Big 10/ Pac 12 Collegiate Spring Training Baseball Challenge in an amount not to exceed \$15,000 and amending the budget for FY 2015 as recommended by the Tourism Advisory Commission; Resolution No. 2014-96.</u> | Approve
Mark A. Coronado, Director - Community & Recreation Services |
| #10 | District Citywide | <u>Discussion and consideration of the Surprise Community Outreach Program, application guidelines and evaluation/selection criteria as set forth in the program application packet.</u> | Approve
Janeen K. Gaskins |
| #11 | District Citywide | <u>Consideration and Action approving a minor amendment to General Plan 2035, Section 6.0, Implementation; Resolution #2014-101.</u> | Approve
Chris Boyd, Community Development |
| #12 | District Internal | <u>Consideration and action on an agreement with Michael J. Baker, Inc. to develop the Village 5 Plan in the amount of \$216,979 with additional city related costs of approximately \$5,000 for a total FY2015 budget amendment in the amount of \$222,000; Resolution 2014-102.</u> | Approve
Chris Boyd, Community Development |
| #13 | District Citywide | <u>Consideration and Action disbanding the Teen Advisory Commission (TAC) and Surprise Youth Leadership Commission (SYLC), directing the City Attorney to prepare the appropriate Code changes to eliminate the TAC and SYLC, and directing the City Manager regarding youth engagement.</u> | Approve
Misty Leslie, City Attorney |

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:

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: October 2, 2014 at 2:05 PM

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



CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	October 7, 2014	Contact Person:	Misty Leslie, City Attorney
Submitting Department:	Attorney's Office	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to authorizing the City Manager to accept the Victims' Right Program Grant award from the Attorney General's Office in the amount of \$24,800; Resolution #2014-93.

Motion:

I move to approve Resolution #2014-93.

Background:

This grant is to partially fund the continued employment of one full-time Victim Advocate.

Financial Impact Statement:

The cost of the FTE, excluding grant funding does not increase the total department budget as this position was included in the FY2015 adopted budget.

ATTACHMENTS:

Click to download

☐ [Resolution 2014-93 Attorney General VRP Grant Acceptance](#)

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):

RESOLUTION # 2014-93

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING FROM THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL VICTIMS' RIGHTS PROGRAM (VRP) GRANT # 2015-056, TO CONTINUE TO FUND ONE FULL-TIME VICTIM ADVOCATE FOR THE PROJECT PERIOD OF 07/01/2014 TO 06/30/2015.

WHEREAS, the State of Arizona Office of the Attorney General Victims' Rights Program (VRP) has awarded the City of Surprise \$24,800.00 in grant funding, to be disbursed over a project period of twelve months for partial salary of a victim advocate, from July 01, 2014 to June 30, 2015;

WHEREAS, the City of Surprise City Attorney's Office/ Criminal Division desires to accept the grant funding for the continued employment of one full-time Victim Advocate;

WHEREAS, the FY2015 budget was adopted by Council Resolution #2014-53 on June 03, 2014 to include the Victim Advocate position; and

WHEREAS, City of Surprise Administrative Policies requires the approval of the Mayor and Council for the acceptance of grant funds of this nature.

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

Section 1. The City is authorized to accept a grant in the amount of \$24,800 from the Arizona Attorney General's Office, State of Arizona for the Dity of Surprise Prosecutor's Office to be able to continue to support its Victim Services Program pursuant to a pass through grant provided by the Victims' Right Program funding.

Section 2. The City Manager, or his designees, are hereby authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with this grant.

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



CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date: October 7, 2014

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the meeting minutes of September 16, 2014 Regular Work Session (Joint Meeting) and Regular City Council Meeting.

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

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

Tuesday, September 16, 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, September 16, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Biundo, Council Member Winters, 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

E. City Manager Report

F. City Attorney Report

G. Regular City Council Meeting Agenda:

Consent Agenda

Regular City Council Meeting Minutes – September 16, 2014 – Page 2

1. Consideration and action on the minutes of September 2, 2014 Regular City Council Work Session and Regular City Council Meeting - APPROVED

Council Member Williams made the motion to approve the consent agenda. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

Regular Agenda Item - Non Public Hearing

2. Consideration and Action to name the Original Town Site Recreational Facilities on Hollyhock the "Roy Villanueva Community and Recreation Complex" - APPROVED

City Manager Wingenroth gave a brief presentation.

Vice Mayor Hall commented on the Boys and Girls Club and Villanueva signage.

Council Member Williams made the motion to approve naming the Original Town Site Recreational Facilities on Hollyhock the "Roy Villanueva Community and Recreation Complex". Council Member Tande seconded the motion. Six yes votes, one abstained (Villanueva). Motion carried.

H. Call to the Public

I. Other Business

J. Mayor/Council Reports

K. Executive Session

L. Adjournment

Council Member Williams made the motion to adjourn the Regular City Council Meeting of September 16, 2014 at 6:07 PM. Council Member Biundo seconded the motion. Seven yes votes. Motion carried.

Regular City Council Meeting Minutes – September 16, 2014 – Page 3

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, September 16, 2014.**

Sherry Ann Aguilar, City Clerk,

CITY OF SURPRISE
Regular City Council Work Session
Joint Meeting with Planning and Zoning
Commission
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, September 16, 2014 @ 05:00 PM

A. Call To Order

B. Roll Call

Mayor Wolcott called the **Regular City Council Work Session (Joint Meeting with Planning and Zoning Commission)** to order at 05:00 PM at Surprise City Hall, Community Room, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, September 16, 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.

The following Planning and Zoning Commissioners were present: Chair Blair; Vice Chair Somers; Commissioner Chapman; Commissioner Bieniek; Commissioner Smith; Commissioner Pervi and Commissioner Hoyler.

Arts & Cultural Advisory Commission: Kathie Morgan, Margaret Lieu, Jean Dibner, Susan De Jong & Mary Melby

Board of Adjustment: Jerry Matney, Richard Yost & Larry Poinier

Community & Recreation Advisory Commission: Wayne Turner, Dave Sanders & Ronald Jensen

Disability Advisory Commission: John Yeager

Regular City Council Work Session - Joint Meeting – September 16, 2014 – Page 2

Judicial Selection Advisory Commission: Richard Jensen

Personnel Appeals Board: Stanley Mucha

Public Safety Personnel Retirement System: Jerry Huston

Surprise Municipal Property Corporation: Ken Wright

Tourism Advisory Commission: DeAngelo Hall, Gabriel Rivas & Frank Dias

Youth Civic Leaders: Iona Mikaio & Siera Petry

Public Ken Johansen; Ann Marie Hand & Peter Salazar

Staff Present: City Manager, Bob Wingenroth, City Attorney, Misty Leslie, City Clerk, Sherry Ann Aguilar; Mike Gent, Mike Frazier, Terry Young, April Reynolds, Mark Coronado, Cindy Coen, Deb Perry, Debbie White, Jamie Sullivan, Lynda Davis, Barry Hegrenes, Hobart Wingard, Paul Frie, Donna Miller and Stephen Chang.

Mayor's opening comments.

Regular Agenda Items – Non Public Hearing::

1) Discussion and presentation regarding Open Meeting Law

City Attorney, Misty Leslie gave a powerpoint presentation regarding current Open Meeting Law. All Boards/Commissions are defined by the same rules as Mayor and City Council and must follow the same guidelines. Technology is a hot topic relating to meetings such as emailing, texting, Facebook, Twitter, etc. If others join in on the conversation this could be construed as a violation.

All boards/commissions have a staff liaison that is responsible for distributing information to all of the members, please be careful with replying to all when receiving and responding to emails.

Agendas and necessary language – If it's not on the agenda, it cannot be discussed.

Executive Sessions – guidelines for entering e-session; only listed for specific purposes.

Commissioner Yaeger – Commission reports – mini discussions on activities. Attorney Leslie commented that reports should be informational only and no discussion.

2) Discussion and presentation on General Plan 2035 Goals and Policies

A powerpoint presentation was reviewed and presented by Lloyd Abrams, Long Range Planning Manager.

Goals & policies – Development; growth; village planning; connectivity; natural resources; Creation of a downtown;.

Maps to display growth from 2000 to 2010, and showing areas of growth stall out.

Mayor Wolcott commented that a retreat was held last November 2013, to discuss what do we want to be when we grow up. The notes are reflected in the presentation.

Vice Mayor Hall – Jobs and water. Not interested in creating housing that doesn't have sustainable water. Will depend on job growth.

Mayor Wolcott – We know that we need jobs, 91% of our workforce here in Surprise leaves our City daily. Preservation of our employment corridors.

Ms. Leslie – we will be holding a date for the Summit to discuss work plan for the General plan.

Commissioner Hoyler – Foothill areas need to be addressed and looked at wisely. Larger lots, zeroscape, etc.

Commissioner Somers - an incentive for infill.

Council Member Tande – Budget process, city manager implementing limiting concerns about water and jobs, taking steps forward. Infill, I am all for that. Wildlife Corridors are a positive. Needs to be quality development throughout.

Regular City Council Work Session - Joint Meeting – September 16, 2014 – Page 4

Mayor Wolcott - More than 1 to 1 – we are behind.

Chair Blair – My concern is the 100 water supply, why is this? Shouldn't this be the developer?

Commissioner Hoyler - What data is the State pulling this info from?

Council Member Williams – We have been talking about this a long time, what other cities are in comparison to us. If you want executive housing, then that's the market we need to go after.

Commissioner Smith – Do we compare ourselves to other cities with senior population?

Commissioner Hoyler – Executive jobs, what type specifically are you looking for? Small franchisees; warehouses, etc..

Vice Mayor Hall – We want all to come in.

Anchor stores, malls, who are we targeting that does bring in the revenue?

Recess @ 5:56 p.m., reconvened at 6:12 p.m.

Continuation of Goals and policies.

Quality of Life – neighborhoods, housing, education, wellness indicators all forms stated in the general plan.

Connectivity in all forms to the white tanks regional park.

Mayor Wolcott asked that we define what a park is, not just 10 acres or retention area.

Commissioner Pervi – rural areas - How long do I have to wait on medical attention?

Commissioner Chapman – a number of developers come in with small developments, not enough for a school site, and the school and park doesn't happen.

Council Member Tande – Council set policy defining structure relating to schools and parks.

Conservation, recreation and open space

Ms. Leslie - Connectivity – work with HOA's on sharing open space and encourage connectivity between the developments.

Regular City Council Work Session - Joint Meeting – September 16, 2014 – Page 5

Commissioner Hoyler – Many residents will pay higher fees to have a good quality of life, they are giving up something to have this. DMB is doing something right all of their developments work very well.

Council Member Williams – Marley Park is a special situation, but other areas maintain the same as a CFD. If it's a City park, then that's different. HOA's will take care of small pocket parks.

Commissioner Pervi – Village parks an option?

Vice Mayor Hall – What constitutes a neighborhood park? It is usable space?

Mayor Wolcott – Not every neighborhood in Surprise is governed by an HOA. I don't know how this is going to change and what this means for Surprise.

Mr. Coronado – Less than 5 acres. A regional park would be over 120 acres. 3 acres per 1000, below the standard.

Council Member Williams – When a developer comes forward and says they have expanded open space, I want them to clearly define this. Is it usable space?

Transportation – Roadway systems; transit; alternate modes

Finance infrastructure

3) Discussion and review of proposed changes to the General Plan Implementation Section

Attorney Bronski gave an overview of the amendment.

Vice Mayor Hall – So this item does not need to go to the voters because it's a minor amendment, correct? Yes that's correct. This will be to tweak some of the process.

Planning Commission recommended approval of the proposed changes.

Powerpoint review

Need clarification on what you are looking for in executive housing, many varieties. Values based or amenities based.

Commissioner Smith gave a definition of his thoughts on executive housing.

4) Review of Council Priorities and Objectives from the November 2013 retreat

5) Preview presentation regarding the first General Plan Summit

Economic Development

Transportation

Sports Tourism

Competitive Recreation Area

TOOL BOX –

Strategic Plan

2035 Village Map

Development Team

Zoning and Land Use Tools

Who can zone? Explanation. The developers can ask, but you do not have to approve the request.

Preliminary vs. Final Plat

Annexation Process

Partnerships

Development Agreements

Job Training Credits

Creative Incentives

Special Taxing Districts

Carrots and Sticks

General plan status report review

Preview presentation regarding the first General Plan Summit

Regular City Council Work Session - Joint Meeting – September 16, 2014 – Page 7

Discussion of opportunities and methodologies available to achieve Council Objectives and full implementation of the general plan.

Adjournment:

Mayor Wolcott adjourned the Regular City Council Work Session of September 16, 2014 at 8:05 PM.

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/Joint Meeting of **Tuesday, September 16, 2014.**

Sherry Ann Aguilar, City Clerk

Open Meeting Law

A Refresher

The Open Meeting Law



POLICY:

All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings.

All legal action of public bodies shall occur during a public meeting.

A.R.S. §38-431.22

Purpose of Open Meeting



To ensure that the public has an opportunity to observe what the government is doing,

How the government is doing it,

And why the government is doing it.

To Whom Does It Apply?



Council and subcommittees.

All meetings.

A meeting is the gathering, in person or through technological devices, of a quorum of the members at which they discuss, propose or take legal action.

A.R.S. §38-431.

Quorums Can Be Created



With Technology

Phone calls
E-mails
Text Messages

With Correspondence

Letters
Faxes
Memos

Using Staff to Transmit Information

Members meeting in smaller groups

Communication With Staff



Staff can provide the entire committee with factual information.

Staff cannot be used to messenger information between members.

Staff cannot poll votes.

Staff should not respond to a question from one member by responding to the entire group.

Agendas



Items must “contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided.”

Because people that are interested in an issue may not be present if not given notice that the committee would discuss the issue.

Agendas must be made available no less than 24 hours before the meeting.

- ARS § 38-431.9

Agendas



Provide notice of the TIME, DATE, PLACE,
of the MEETING and the ITEMS TO BE
DISCUSSED

**Items NOT on the Agenda
CANNOT be discussed.**

Executive Session



- ✓ Only Confidential discussions
- ✓ Cannot occur in public
- ✓ No final decisions made
- ✓ Only held for certain listed purposes

Questions or Comments?



General Plan

City Council

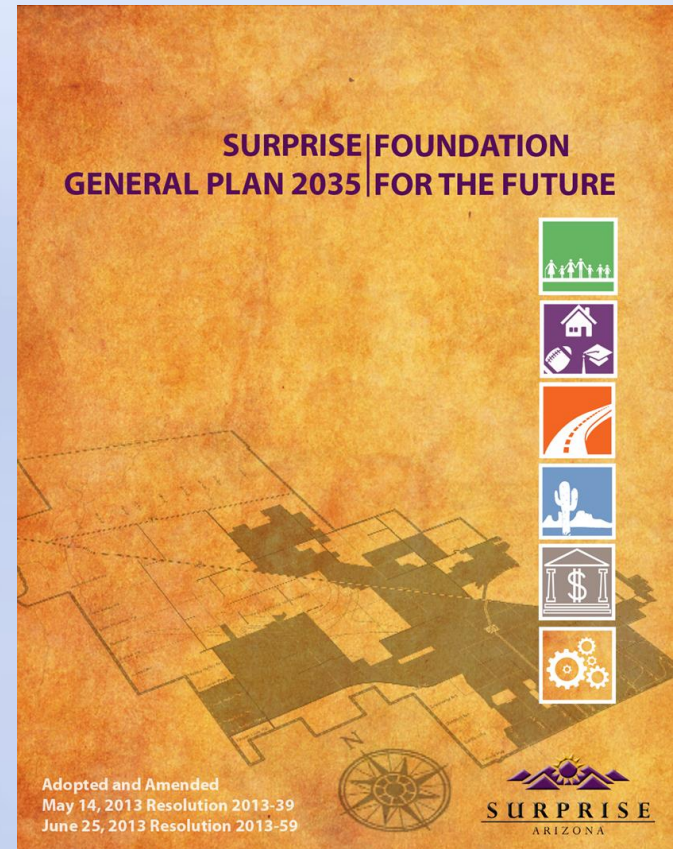
Sept. 16, 2014



General Plan Facts



- Approved November 5, 2013 by 71.8 % of the Voters
- General Plan consists of
 - 6 Chapters
 - 21 Elements (17 mandated)
 - 95 Goals
 - 428 Policies



- Development
- Quality of Life
- Transportation
- Resources
- Finance, Infrastructure, and Services

Development

- Growth
- Village Planning
- Connectivity
- Natural Resources
- Downtown

Quality of Life

- Neighborhood Planning
- Housing
- Rehabilitation & Redevelopment
- Education
- Conservation, Recreation & Open Space
- Arts & Culture

Transportation

- Roadway Systems
- Transit
- Alternate Modes

Resources

- Environmental Planning
- Conservation
- Water Resources
- Energy

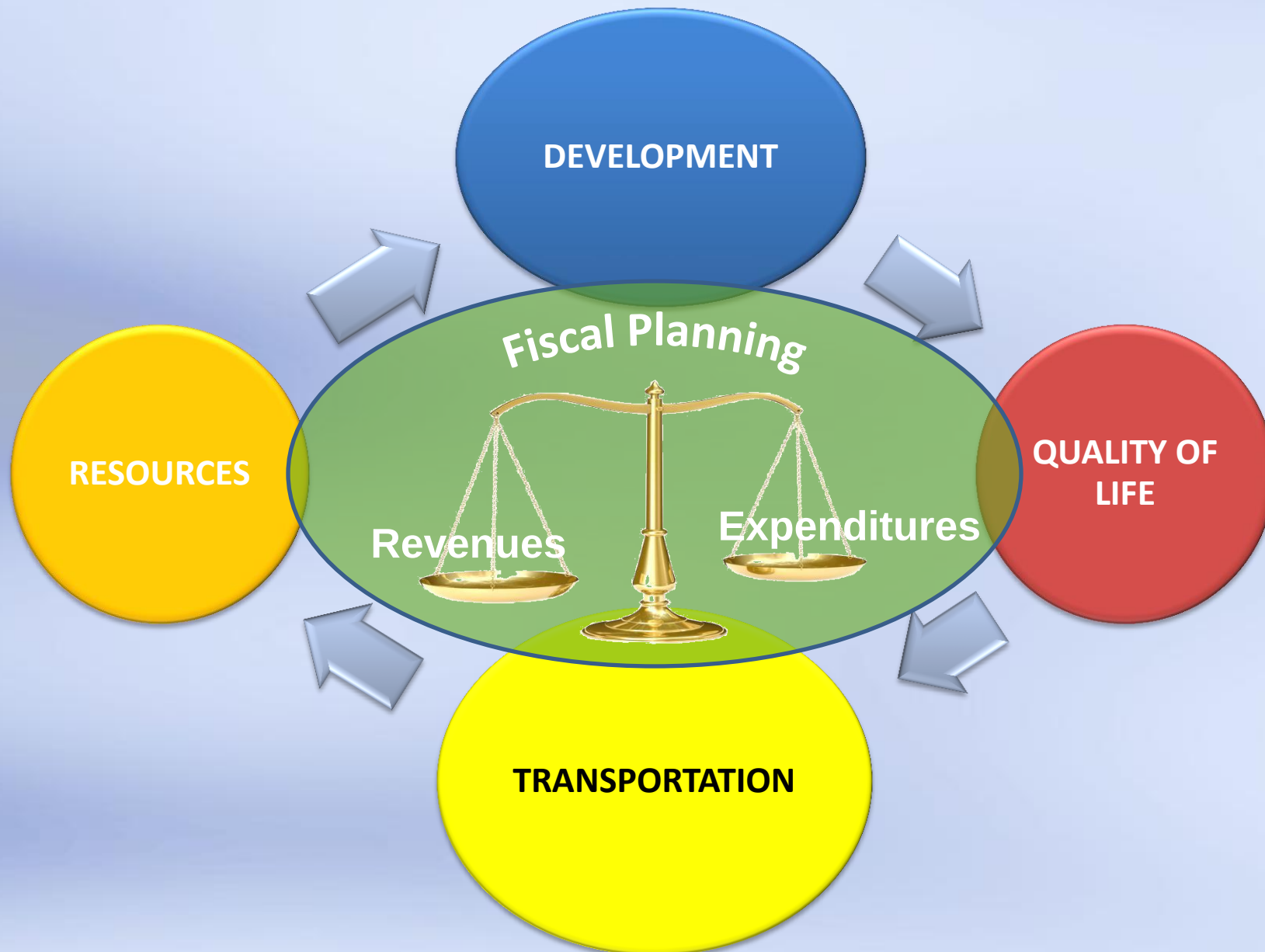
Finance, Infrastructure, and Services

- Cost of Development
- Public Buildings & Services
- Public Utilities
- Health & Safety

General Plan is the Driver



- General Plan – Sets Goals and Policies
- Strategic Plan – Prioritize the Goals
- Village Plan – Provides the Localized Guidelines
- Zoning Ordinance – Regulations to Enforce the Plan
- Fiscal Planning – Ensures Progress



General Plan Summit

What to Expect



Back Ground Information:

- Population Changes
- Annexations
- Development and Redevelopment Development on Infill
- Residential Development
- Commercial Development
- Preserved Open Space
- Employment
- Infrastructure Improvements
- New Public Facilities
- Land Acquisition and Disposal Plans

Status Update:

- Summary evaluating the city's progress toward achieving the Surprise General Plan 2035 goals and policies, and implementation of action items and programs.

Work Forecast:

- Staff recommendations regarding future year(s) initiatives and resource/funding.
- Capital Improvement Project Identification and prioritization.

Capital Improvement Program

Objective- To reflect the goals and policies established by the City's General Plan and Council's Strategic Plan by systematically planning, scheduling, managing, monitoring, prioritizing, and financing capital projects to ensure cost-effectiveness implementation.

- Fiscal 2015 CIP Project Status
- CIP Program Criteria & Process
- Anticipated Fiscal 2016 CIP Projects
- Ask for Council Input and Financial Commitment

MINOR GENERAL PLAN AMENDMENT

Fall 2014



Section 6.0 - Implementation



GENERAL PLAN 2035 FOR THE FUTURE

PURPOSE for FS 14-315



Minor Amendment to Expedite Creation of Village Plans:

- Amends Implementation Section 6.0
- Clarifies and Consolidates Requirements
- Adds Numbering System for Ease of Reference





CHANGES

Begin Section by Section Review





- **Section 1 – INTRODUCTION: no changes**
- **Section 2 – ACTIONS / 2.1 Process Changes**
 - **Move Date of Summit to Fall to allow decisions to be incorporated into Spring Budget process**
 - **Simplify Status Report process to allow single joint Summit**
 - **Consolidates Requirements to streamline process and improve clarity**



- **Section 2 – ACTIONS / 2.2 Procedures and Responsibilities**
 - Added City manager responsibility to process GP amendments
 - Clarified Zoning Administrator has responsibility to interpret general plan



Section 3 – General Plan Amendments

- **3.1 More limited amendments do not require a review of every element**
- **3.2 & 3.3 Clarified language**
- **3.4 Re-ordered from above and Clarified language**



Section 4 – Specific Plans

- Consolidated
Repetitious Sections
- Reorganized Info
Describing Specific Plans





Section 5 – Village Plans

- Reorganized Info Describing Village Plans
- Clarified the Village Plans are a form of Specific Plan
- Added Creation/Amendment Authority
- Consolidated Redundant Element Sub-sections





Section 6 – Status Report and Work Plan

- Adds Spring Amendment to Status Report and Work Plan
 - ☐ Fall Update - Status of Projects (2.1)
 - ☐ Spring Update - New Direction from Summit (6.0)





Planning Commission Recommends Approval 2 proposed Changes

1. Sec. 5.2/para 2: The Planning and Zoning Commission will hold a public hearing on any proposed village **plan** or amendment to a village plan and will forward it to the City Council with any recommendations. The City Council will hold a public hearing and make a final decision on the proposed plan or plan amendment.



2. 6.0 Status Report and Work Plan

The Surprise General Plan 2035 includes an ambitious list of goals and policies. Given the large number of policies and actions and the limited resources that may be available to the city, it is not possible to fund every action and program in the plan all at once. Effective implementation of this General Plan will require a periodic prioritization of the goals and actions for funding purposes over the life of the Surprise General Plan 2035. Implementation will be carried out through the **The** Status Report and Work Plan and Summit Process described in Section 2.1 **will be the guide to achieving the goals of the Surprise General Plan 2035.**



QUESTIONS?

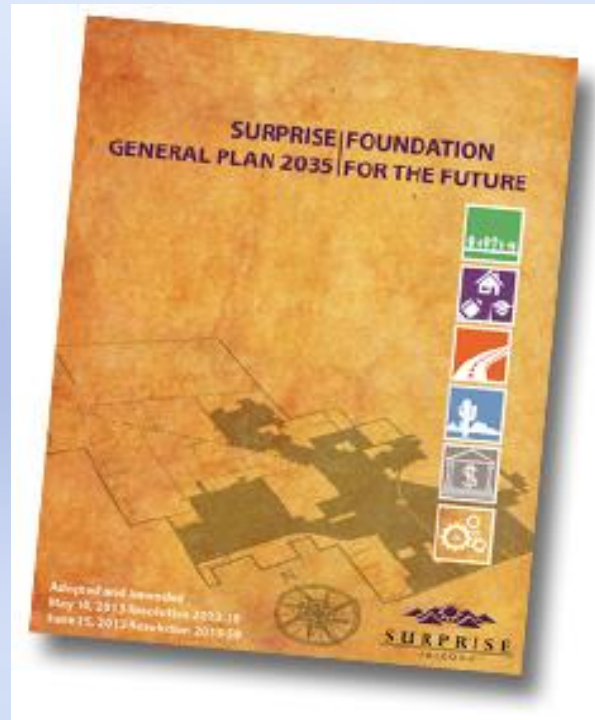


MINOR GENERAL PLAN AMENDMENT

Fall 2014



Section 6.0 - Implementation



GENERAL PLAN 2035 FOR THE FUTURE

PURPOSE for FS 14-315



Minor Amendment to Expedite Creation of Village Plans:

- Amends Implementation Section 6.0
- Clarifies and Consolidates Requirements
- Adds Numbering System for Ease of Reference





CHANGES

Begin Section by Section Review





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Section 4 – Specific Plans

- Consolidated
Repetitious Sections
- Reorganized Info
Describing Specific Plans





Section 5 – Village Plans

- Reorganized Info Describing Village Plans
- Clarified the Village Plans are a form of Specific Plan
- Added Creation/Amendment Authority
- Consolidated Redundant Element Sub-sections





Section 6 – Status Report and Work Plan

- **Adds Spring Amendment to Status Report and Work Plan**
 - ☐ **Fall Update - Status of Projects (2.1)**
 - ☐ **Spring Update - New Direction from Summit (6.0)**





Planning Commission Recommends Approval 2 proposed Changes

1. Sec. 5.2/para 2: The Planning and Zoning Commission will hold a public hearing on any proposed village **plan** or amendment to a village plan and will forward it to the City Council with any recommendations. The City Council will hold a public hearing and make a final decision on the proposed plan or plan amendment.



2. 6.0 Status Report and Work Plan

The Surprise General Plan 2035 includes an ambitious list of goals and policies. Given the large number of policies and actions and the limited resources that may be available to the city, it is not possible to fund every action and program in the plan all at once. Effective implementation of this General Plan will require a periodic prioritization of the goals and actions for funding purposes over the life of the Surprise General Plan 2035. Implementation will be carried out through the **The** Status Report and Work Plan and Summit Process described in Section 2.1 **will be the guide to achieving the goals of the Surprise General Plan 2035.**



QUESTIONS?





CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	October 7, 2014	Contact Person:	Tom Abbott
Submitting Department:	Fire	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on a resolution accepting the State of Arizona, Department of Homeland Security grant in the amount of \$54,000 in support of the Urban Area Security Initiative (UASI) program and amending the FY2015 budget by reallocating appropriations of \$54,000 from within the grants and contingency fund; Resolution No. 2014-98.

Motion:

I move to approve Resolution No. 2014-98.

Background:

The Surprise Fire Medical Department was awarded a CBRNE response vehicle in 2009 with grant funding. The department has been very successful with annual grant awards for sustainment funding to maintain their CBRNE response program. This grant award will provide funding to purchase equipment and supplies as well as to train an additional Hazardous Material Technician which will enable the Fire Medical Department to more effectively respond to natural or man made disasters or events on a local, regional or national level if needed.

Financial Impact Statement:

This CBRNE sustainability grant of \$54,000 is a "zero match" grant meaning all funds are reimbursable by the grant. The award covers overtime (\$9,500), supplies (\$31,000), capital (\$10,000), and professional services (\$3,500) expenditures.

ATTACHMENTS:

Click to download

- ☐ [140825-01 CBRNE Award Package](#)
 - ☐ [140825-01 CBRNE Sub Grantee Agrmt](#)
 - ☐ [Resolution 2014-98 Fire Medical CBRNE Grant](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Fire Chief Tom Abbott



Governor Janice K. Brewer

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

September 12, 2014

Chief Tom Abbott
Surprise Fire & Medical Department
14250 W Statler Plaza
Surprise, AZ 85379-7473



Subject: FFY 2014 Homeland Security Grant Program Award
Subgrantee Agreement Number: **140825-01**
Project Title: **City of Surprise Fire Medical Department CBRNE Sustainment**

Dear Chief Tom Abbott:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**City of Surprise Fire Medical Department CBRNE Sustainment**" has been funded under the URBAN AREA SECURITY INITIATIVE for **\$54,000**. The grant performance period is **October 1, 2014 through September 30, 2015**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements - go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subgrantee Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before January 31, 2015 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM

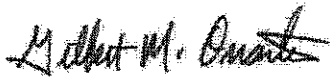
Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- Subgrantees are subject to the AZDOHS Site Monitoring Program.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Battalion Chief Brenden Espie

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **140825-01** Sub-Recipient: **Surprise Fire & Medical Department**

Project Title: **City of Surprise Fire Medical Department CBRNE Sustainment**

Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Surprise Fire & Medical Department**
Point of Contact: **Battalion Chief Brenden Espie**

Sub-recipient Address:

Street: **14250 W Statler Plaza**

City/State/Zip: **Surprise, AZ 85379-7473**

Head of Agency: **Chief Tom Abbott**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: **623-222-5000**

E-mail Address: **tom.abbott@surpriseaz.gov**

2. Organization Type: **Local Government / Municipality**
3. Region or Entity: **Phoenix UASI**
4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**
5. Total Dollar Amount Requested: **\$54,000** Total Dollar Amount Awarded: **\$54,000**

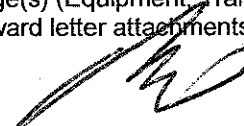
APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subgrantee Agreement. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact

Battalion Chief Brenden
Espie

Print Name



Signature

9/16/14

Date

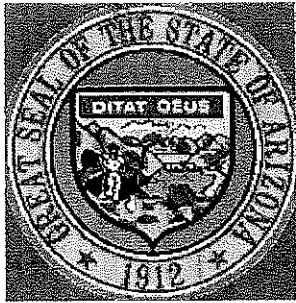
Strategic Planner or
Assistant Director Planning & Preparedness

Print Name

Signature

Date

This form is to be signed and returned.



STATE OF ARIZONA
Department of Homeland Security
2014 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL

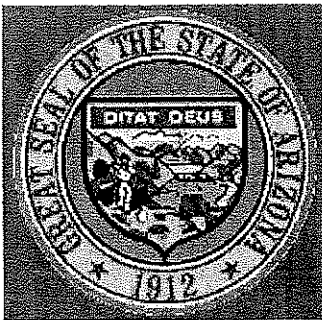
Surprise Fire & Medical Department

140825-01

Application Summary

Award Funded As Follows:

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$41,000.00	\$41,000.00	\$41,000.00
<i>Training</i>	\$13,000.00	\$13,000.00	\$13,000.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M & A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$54,000.00	\$54,000.00	\$54,000.00



STATE OF ARIZONA

Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM

PROJECT DETAIL

Surprise Fire & Medical Department

140825-01

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:	All of the equipment listed below will assist the City of Surprise Fire Department with maintaining a ready state of the CBRNE response team and the assigned response vehicle. All of the containment kits will help us to stop leaks in a more efficient manner. We are also hoping to speed up the time it takes to reduce the amount of time it takes to contain leaks to reduce the fall out. Our Gamma & Gas Detector and the Wireless Threat Detection will also assist in the relaying of critical information to the Incident Commander to assist in critical decision making.
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AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
03OE-03-KTCL	Tank Pressure Clamp	1	\$1,300.00	\$1,300.00	Susan Dzbanko	1	\$1,300.00
03OE-03-KTCL	Pipe Containment Kit	2	\$400.00	\$800.00	Susan Dzbanko	2	\$800.00
03OE-03-KTCL	Leak Paste Kit	1	\$1,600.00	\$1,600.00	Susan Dzbanko	1	\$1,600.00
04AP-05-CDSS	Real Time Wireless Threat Detection & Monitoring	1	\$8,000.00	\$8,000.00	Susan Dzbanko	1	\$8,000.00
06CP-03-PRAC	Throat Microphones (PTT)	6	\$850.00	\$5,100.00	Susan Dzbanko	6	\$5,100.00
07CD-01-DPPI	MultiGas Detector with PID	1	\$4,000.00	\$4,000.00	Susan Dzbanko	1	\$4,000.00
07CD-01-DPPI	Gamma & Gas Detector with wireless modem	1	\$10,000.00	\$10,000.00	Susan Dzbanko	1	\$10,000.00
07RD-01-DOSP	Dosimeters	6	\$1,500.00	\$9,000.00	Susan Dzbanko	6	\$9,000.00
11RE-00-RFCB	Placard Reference Chart	6	\$200.00	\$1,200.00	Susan Dzbanko	6	\$1,200.00

Totals For Surprise Fire & Medical Department Contract Number 140825-01	<i>Requested</i>	\$41,000.00	<i>Approved</i>	\$41,000.00
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STATE OF ARIZONA

Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

WORKBOOK

Surprise Fire & Medical Department

140825-01

Training - Budget Detail Worksheet

FEMA Approved Training Class and Course Number and Title and/or Training Event:

Haz-Mat Technician 200 hours course number AZ-001-RESP

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web
This class will be hosted by the Phoenix Fire Department at the special operations section. The address is still TBD, most likely it will be at the Phoenix Fire Department Special Operations center. Division Chief
Ray Kluznik will be the POC when the class specifics are established. We will be sending 1 staff member.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

This class is the 200hr Haz-Mat Tech class that is required for our CBRN response team. This additional staff member will assist us in the daily response requirements that we are tasked with for the region and someday for the State.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Environmental Response / Health and Safety, Training, 1. This will allow for additional staff to be trained to the technician level to assist with the staffing of the vehicle.

Mission Area: Respond

Training Level: Performance

If requesting supplies, you must provide a list of all consumable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrts / Consults		Supplies		Travel		Other		Total
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	
1	\$9,500	\$9,500.00	\$3,500	\$3,500.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	
Subtotals:	\$9,500	\$9,500.00	\$3,500	\$3,500.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$13,000.00
Training Totals:	\$9,500	\$9,500.00	\$3,500	\$3,500.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$13,000.00



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2014

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

SUBGRANTEE AGREEMENT

14-AZDOHS-HSGP- 140825-01

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

Between

**The Arizona Department of Homeland Security
And**

City of Surprise Fire Medical

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Surprise Fire Medical

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2014** and shall terminate on **September 30, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“ City of Surprise Fire Medical Department CBRNE Sustainment ”

Enter Title of Application

and funded at \$ **54,000** (as may have been modified by the award letter).

Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to \$ **54,000** to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf . U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.
- d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.
- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation

Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: www.gao.az.gov.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property and Capital Assets:

1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.
- a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.
- e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.
- f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and

explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and

understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate

to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Fire Chief Tom Abbott

Enter Title, First & Last Name above

City of Surprise Fire Medical Department

Enter Agency Name above

14250 W Statler Plaza, Ste 101

Enter Street Address

Surprise, AZ 85374

Enter City, State, ZIP

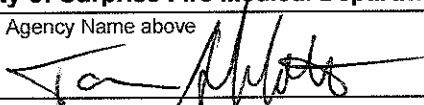
XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Surprise Fire Medical Department

Enter Agency Name above



Authorized Signature above

Tom Abbott, Fire Chief

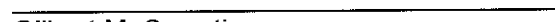
Print Name & Title above

September 18, 2014

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security


Gilbert M. Orrantia

Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

RESOLUTION # 2014-98

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS OF \$54,000 FROM WITHIN THE GRANTS AND CONTINGENCY FUND AND AUTHORIZING THE CITY TO ENTER INTO A GRANT WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY

WHEREAS, the State of Arizona, Department of Homeland Security has awarded the City of Surprise Fire Medical Department a CBRNE sustainment grant in the amount of \$54,000 in support of the FY2014 Urban Area Security Initiative (UASI) grant program; and

WHEREAS, the City desires to accept the grant funding in the amount of \$54,000 for enhanced interoperability, technology, hazardous material equipment, training and maintenance sustainment funding; and

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

WHEREAS, this action will necessitate a budget amendment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City 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 City is hereby authorized to accept the grant funding from the State of Arizona, Department of Homeland Security through the CBRNE sustainment grant program in support of the FY2014 Urban Area Security Initiative (UASI) in the amount of \$54,000. The City Manager, or his designees, are authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

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 # 2014-98
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.

Grants and Contingency Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Overtime	\$0	\$9,500	\$9,500
Supplies	0	31,000	31,000
Capital	0	10,000	10,000
Professional Services	0	3,500	3,500
Contingency	5,031,500	(54,000)	4,977,500
	<u>\$5,031,500</u>	<u>\$0</u>	<u>\$5,031,500</u>
Grants Revenue	\$0	\$54,000	\$54,000
Unforeseen Revenue	5,000,000	(54,000)	4,946,000
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

The fund changes are as follows:

- The amendment reallocates budget authority within the Grants and Contingency fund in the amount of \$54,000 for Fire Medical accepting the FY2015 CBRNE grant from the Arizona Department of Homeland Security without exceeding the approved total annual budget for FY2015.



CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	October 7, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	5
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action approving a final plat entitled Replat of Final Plat Amendment of Lot 7, Stadium Village South, dated August 21, 2014, a property generally located at the northeast corner of North Parkview Place and West Paradise Lane; Resolution #2014-99.

Motion:

I move to approve Resolution # 2014-99.

Background:

The proposed Surprise Memory Care project is seeking a Final Plat amendment to facilitate an 86 bed memory care facility.

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](#)
 - ☐ [Plat](#)
 - ☐ [Master Site Plan](#)
 - ☐ [Specific Site Plan](#)
 - ☐ [Presentation](#)
 - ☐ [Resolution](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Hobart Wingard, Planner



COMMUNITY DEVELOPMENT

Date: October 7, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Director
Lloyd Abrams, Long Range Planning Manager
Hobart Wingard, Planner
hobart.wingard@surpriseaz.gov 623-222-3156

Re: FS14-091 – Surprise Memory Care

Application Summary

The applicant is requesting Final Plat approval for a proposed memory care project known as Surprise Memory Care.

Location

The approximate nine (9) acre subject project is located on the northeast corner of North Parkview Place and West Paradise Lane.

History

- The subject parcel was annexed into the City of Surprise on June 12, 1980.
- On September 11, 1997, a Planned Area Development (PAD) for The Orchards was approved by the Mayor and City Council.
- On July 11, 2002, an amendment to the Orchards PAD was approved by the Mayor and City Council creating Stadium Village.
- On March 4, 2008, a Conditional Use Permit (CUP) for the Diamond Retirement Community was approved by the Planning and Zoning Commission for the subject site.
- On October 9, 2008 a Final Plat Amendment was approved by the Mayor and City Council for the subject site.
- On October 2, 2014, the Planning and Zoning Commission approved a CUP for an assisted care use on the subject site.

Project Summary

The proposed Surprise Memory Care project is seeking a Final Plat to facilitate an 86 bed memory care facility. The Final Plat, known as “Replat of Final Plat Amendment of Lot 7, Stadium Village South” will subdivide the project area into (3) parcels, one of which will contain the memory care project.

In 2002, the Orchards PAD was amended to create Stadium Village. This amendment designated the area bounded by Bell Road, Parkview Place, Paradise Lane, and Bullard Avenue as mixed use. Land uses allowed in this area will be consistent with R1-5, R-2, R-3, C-2, and C-3 zoning districts as based on the code at that time, Title 17.

The intent of the project is to provide an 86-bed, 62-room Memory Care Facility. The proposed 36,000-square-foot, single story structure will incorporate architectural elements from the surrounding community including materials such as stone, wood, stucco, and steel. The steel trim elements from the stadium facility and the stone and coloring from both the multi-family structures and hotels to the east will provide a cohesive architectural theme.

Two (2) points of vehicular access will be provided from North Parkview Place to the northwest and West Paradise Lane to the south. The Parkview Place access point will serve as a shared access for any future development on either side of the subject property. Parking calculations based on the PAD require a minimum of four (4) spaces plus one (1) space for every three (3) beds plus one (1) space per employee on maximum shift. The facility will require and is proposing a total of 43 vehicle spaces.

Landscaping will be a variety of desert tolerant plant materials that are consistent with the landscape palate of the surrounding developed parcels.

Findings of Fact

1. Staff finds that the proposed Final Plat complies with the Surprise General Plan.
2. Staff finds that the proposed Final Plat complies with the Surprise Municipal Zoning Code.
3. Staff finds that the proposed Final Plat complies with the Orchards PAD.

Recommendation

Staff recommends approval of the “Replat of Final Plat Amendment of Lot 7, Stadium Village South” project.

Attachments

Vicinity Maps, Final Plat, Master Site Plan, and Specific Site Plan

VICINITY MAP



VICINITY MAP / MASTER SITE PLAN



VICINITY MAP



DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT DIAMOND SENIORS, L.L.L.P., AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, ("OWNER") HAS SUBDIVIDED UNDER THE NAME OF "REPLAT OF FINAL PLAT AMENDMENT OF LOT 7, STADIUM VILLAGE SOUTH", A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "REPLAT OF FINAL PLAT AMENDMENT FOR LOT 7, STADIUM VILLAGE SOUTH", 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, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS-ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY 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.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE PEDESTRIAN ACCESS AND SIDEWALK CONSTRUCTION AND MAINTENANCE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENT AS SHOWN ON PLAT.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, SEDIMENT BASINS AND/OR TEMPORARY RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

OWNER HEREBY GRANTS A LIGHT POLE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SHOWN ON THE PLAT FOR THE PURPOSE OF CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR AND REPLACEMENT OF LIGHT POLES, ELECTRIC LINES AND APPURTENANCES.

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

IN WITNESS WHEREOF, DIAMOND SENIORS, L.L.L.P., AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, 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.

DIAMOND SENIORS, L.L.L.P., AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____, 2014, BEFORE ME THE UNDERSIGNED APPEARED, _____, WHO ACKNOWLEDGED HIMSELF TO BE _____, OF DIAMOND SENIORS, L.L.L.P., AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, ACKNOWLEDGED THAT HE AS SUCH OFFICER, BEING DULY AUTHORIZED, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION, BY HIMSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAD AND OFFICIAL SEAL.

BY: _____, 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 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

DIAMOND SENIORS, L.L.L.P., AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP ("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 OF FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

OWNER HEREBY FURTHER 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 THE RIGHT OF WAY.

REPLAT OF FINAL PLAT AMENDMENT OF LOT 7, STADIUM VILLAGE SOUTH

AS RECORDED IN BOOK 1009, PAGE 17, MARICOPA COUNTY RECORDER
LOCATED WITHIN THE NORTHEAST QUARTER OF
SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

LENDER RATIFICATION

AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED ON APRIL 26, 2007, AS INSTRUMENT 2007-487087 OF THE RECORDS OF MARICOPA COUNTY, ARIZONA, THE UNDERSIGNED HAS INTEREST IN AND HEREBY ACKNOWLEDGES, JOINS IN AND SUBORDINATES ITS INTEREST TO THE RECORDATION OF THE FINAL PLAT AMENDMENT FOR LOT 7, STADIUM VILLAGE SOUTH AND ALL MATTERS SHOWN THEREON.

ALLIANCE BANK OF ARIZONA, AN ARIZONA CORPORATION

DATED: _____

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS THE _____ DAY OF _____, 2014, BEFORE ME THE UNDERSIGNED APPEARED, _____, WHO ACKNOWLEDGED HIMSELF TO BE _____, OF ALLIANCE BANK OF ARIZONA, AN ARIZONA CORPORATION, ACKNOWLEDGED THAT HE AS SUCH OFFICER, BEING DULY AUTHORIZED, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION, BY HIMSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAD AND OFFICIAL SEAL.

BY: _____, MY COMMISSION EXPIRES: _____

NOTICE OF THE ORCHARDS DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO THE ORCHARDS DEVELOPMENT AGREEMENT DATED AUGUST 2, 2000 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON AUGUST 18, 2000, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCKET NO. 2000-0636115. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT DIAMOND SENIORS, L.L.L.P., 11648 E. SHEA BLVD., SUITE 101 SCOTTSDALE, AZ. 85259 AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, _____.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION
DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF
THE STATE OF ARIZONA ("MWD")

BY: _____
CHRISTINE CAIN

ITS: _____ PROPERTY & CONTRACTS SUPERVISOR

DIAMOND SENIORS, L.L.L.P.

BY: _____

ITS: _____

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE ON APRIL 9, 1997, UNDER DOCUMENT NO. 970231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WHERE APPLICABLE, INCLUDING ANY AND ALL DEDICATIONS WITHIN A SUBDIVISION PLAT, MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND PROPERTY INTERESTS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE IGA.

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE IGA.

CITY OF SURPRISE COUNCIL APPROVAL

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

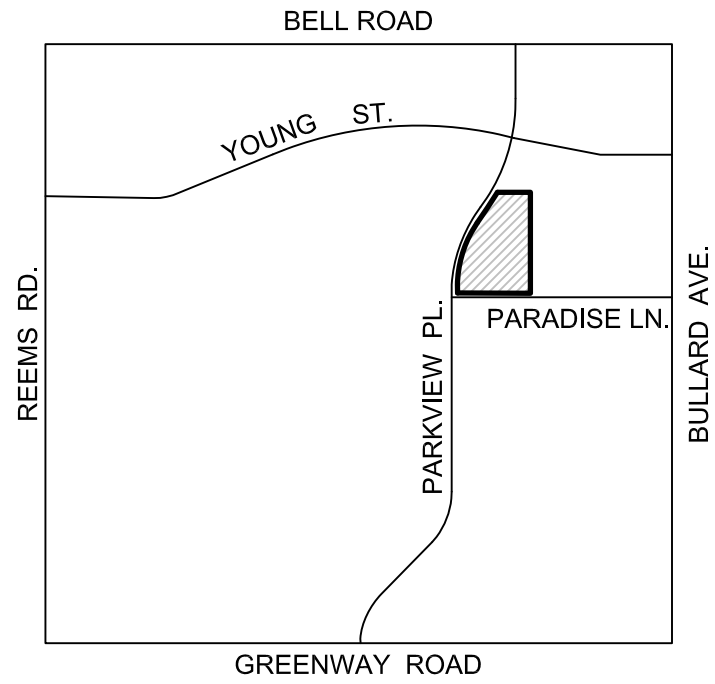
APPROVED _____ MAYOR DATE _____

ATTEST: _____ CITY CLERK DATE _____

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 DATE _____



VICINITY MAP

SEC. 5, T3N, R1W
(NOT TO SCALE)

LEGAL DESCRIPTION

LOTS 1 AND 2, FINAL PLAT AMENDMENT OF LOT 7, STADIUM VILLAGE SOUTH, ACCORDING TO BOOK 1009 OF MAPS, PAGE 17, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARINGS

S00°10'25"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, AS RECORDED IN BOOK 1009, PAGE 17, M.C.R.

ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

NOTES

SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.

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.

RETENTION BASINS, SEDIMENT BASINS AND/OR TEMPORARY RETENTION BASINS WILL BE MAINTAINED IN A FUNCTIONING MANNER AND THAT ALL BASINS SHALL BE DRY WITHIN 36 HOURS AFTER A RAINFALL EVENT.

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1220L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013 FOR COMMUNITY NO. 40053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

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

THE EXISTING DRAINAGE AND CROSS-ACCESS EASEMENTS SHOWN IN BOOK 1009, PAGE 17, M.C.R. ARE HEREBY ABANDONED AND VOIDED WITH THE RECORDING OF THIS REPLAT.

OWNER HEREBY FURTHER 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 THE RIGHT-OF-WAY.

OWNER

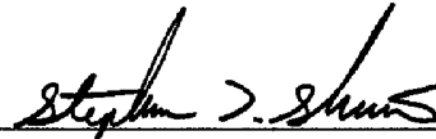
DIAMOND SENIORS, L.L.L.P.
11648 E. SHEA BLVD., SUITE 101
SCOTTSDALE, AZ 85259
480-451-8200

SURVEYOR

STARLINK SURVEYING, INC.
CONTACT: STEPHEN J. SHEARROW, R.L.S.
17505 N. 79TH AVENUE, SUITE 311A
GLENDALE, AZ 85308
PHONE: 623-322-1116
FAX: 623-322-4637
EMAIL: STARLINK@COX.NET

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, 2014; AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT MONUMENTS SHOWN ACTUALLY EXIST AND THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.


STEPHEN J. SHEARROW, R.L.S. # 40937


REPLAT OF FINAL PLAT AMENDMENT OF LOT 7, STADIUM VILLAGE SOUTH

AS RECORDED IN BOOK 1009, PAGE 17, M.C.R.
LOCATED WITHIN THE NORTHEAST QUARTER OF
SEC. 5, T. 3 N., R. 1 W., OF THE G. & S.R.B. & M.,
MARICOPA COUNTY, ARIZONA

FIELD: SJS	SCALE	JOB NO.	DATE	SHEET
DRAWN: CMS	1"= 50'	14014A	8/21/14	1 OF 2
CHECKED: SJS				

Starlink
Surveying, Inc.

17505 N. 79th Avenue, Suite 311A
Glendale, AZ 85308
Ph. 623-322-1116 Fax 623-322-4637

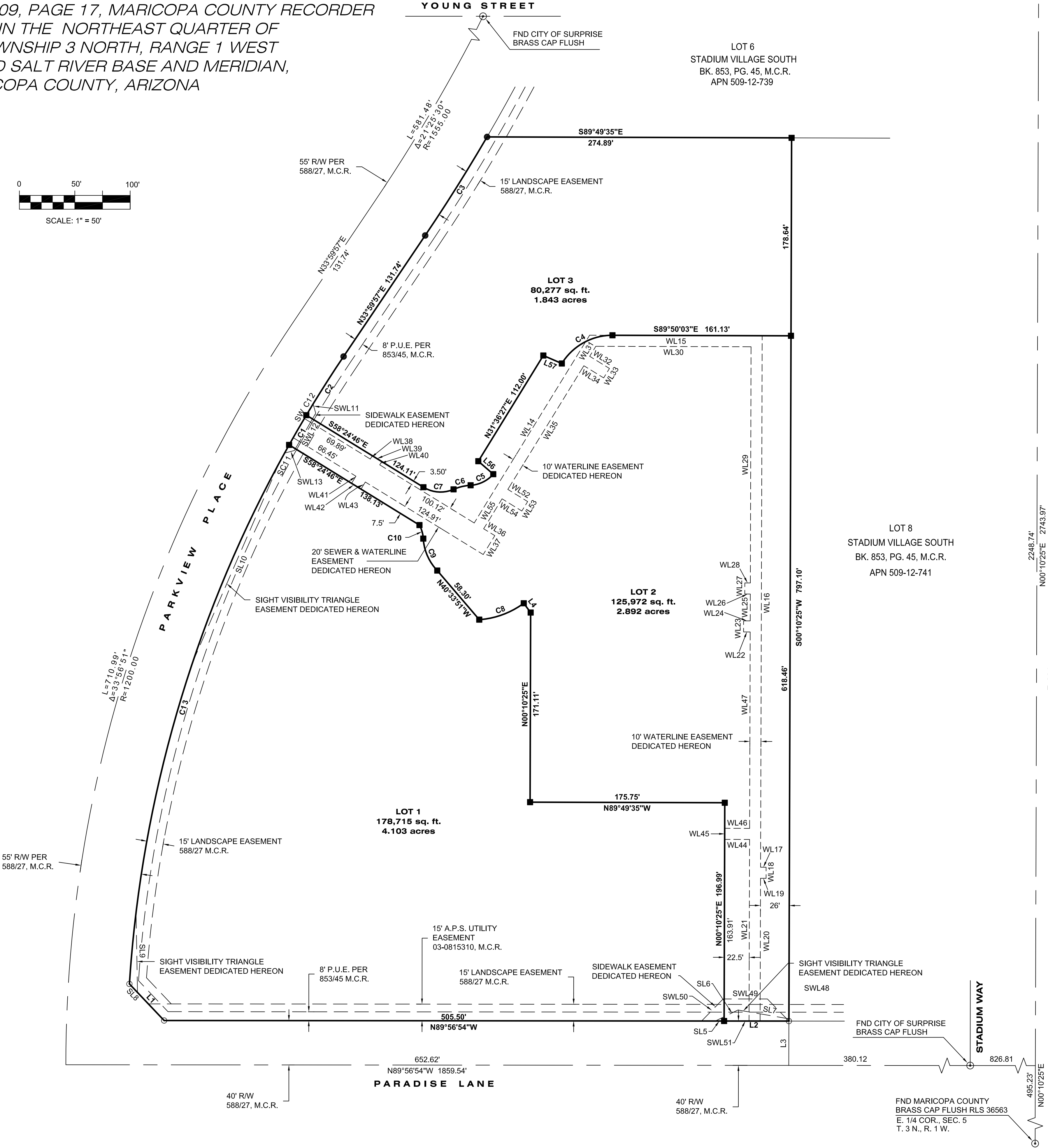
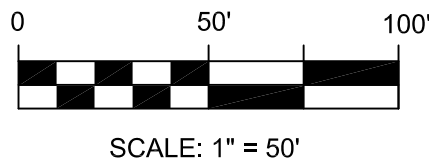
REPLAT OF FINAL PLAT AMENDMENT
OF LOT 7, STADIUM VILLAGE SOUTH

AS RECORDED IN BOOK 1009, PAGE 17, MARICOPA COUNTY RECORDER
LOCATED WITHIN THE NORTHEAST QUARTER OF
SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

WATER & SEWER LINE TABLE		
LINE	LENGTH	BEARING
WL14	198.92	S31°35'14"W
WL15	155.76	N89°50'03"W
WL16	479.68	N00°10'25"E
WL17	5.00	N89°49'35"W
WL18	10.00	N00°10'25"E
WL19	5.00	S89°49'35"E
WL20	128.82	N00°10'25"E
WL21	163.86	N00°10'25"E
WL22	6.00	N89°49'35"W
WL23	10.00	N00°10'25"E
WL24	6.00	S89°49'35"E
WL25	24.23	N00°10'25"E
WL26	5.00	N89°49'35"W
WL27	10.00	N00°10'25"E
WL28	5.00	S89°49'35"E
WL29	213.16	N00°10'25"E
WL30	140.15	N89°50'03"W
WL31	10.59	S31°35'14"W
WL32	20.98	S58°24'46"E
WL33	10.00	S31°35'14"W
WL34	20.98	N58°24'46"W
WL35	131.01	S31°35'14"W
WL36	11.85	S58°24'46"E
WL37	20.00	S31°35'14"W
WL38	3.49	S31°35'14"W
WL39	10.00	S58°24'46"E
WL40	3.49	S31°35'14"W
WL41	7.51	N31°35'14"E
WL42	10.00	S58°24'46"E
WL43	7.51	N31°35'14"E
WL44	22.50	S89°49'35"E
WL45	10.00	N00°10'25"E
WL46	22.50	S89°49'35"E
WL47	177.28	N00°10'25"E
WL52	20.98	S58°24'46"E
WL53	10.00	S31°35'14"W
WL54	20.98	N58°24'46"W
WL55	31.71	S31°35'14"W

LOT WIDTHS

LOT 1	MINIMUM: 197.03' AVERAGE: 356.48'
LOT 2	MINIMUM: 31.00' AVERAGE: 324.73'
LOT 3	MINIMUM: 178.65' AVERAGE: 245.07'



LEGEND

---	PROPERTY LINE
- - -	CENTER LINE
- . - . -	EASEMENT LINE
M.C.R.	MARICOPA COUNTY RECORDER
R/W	RIGHT OF WAY
FND	FOUND
N.	NORTH
S.	SOUTH
E.	EAST
W.	WEST
A.P.S.	ARIZONA PUBLIC SERVICE
P.U.E.	PUBLIC UTILITY EASEMENT
A.P.N.	ASSESSOR PARCEL NUMBER
○	FND BRASS CAP FLUSH (AS NOTED)
◻	FND MARICOPA COUNTY BRASS CAP IN HANDHOLE
●	FND 1/2" REBAR WITH CAP LS #31034
○	FND 1/2" REBAR WITH CAP LS #19857
■	SET 1/2" REBAR WITH CAP LS #40937

SIGHT VISIBILITY TRIANGLE
LINE TABLE

LINE	LENGTH	BEARING
SL5	7.94	N89°56'54"W
SL6	22.76	N64°10'10"E
SL7	46.64	S80°13'12"E
SL8	10.60	N43°32'04"W
SL9	72.10	S01°02'05"E
SL10	196.30	N23°29'05"E

SIDEWALK LINE TABLE

LINE	LENGTH	BEARING
SWL11	8.67	N15°55'04"W
SWL12	38.84	N29°48'27"E
SWL13	9.13	N75°31'57"E
SWL48	27.83	S44°14'25"E
SWL49	39.95	S89°57'56"E
SWL50	27.80	N44°18'33"E
SWL51	78.78	N89°56'54"W

LINE TABLE

LINE	LENGTH	BEARING
L1	45.50	N43°32'04"W
L2	58.50	N89°56'54"W
L3	40.00	S00°10'25"W
L4	10.46	N36°33'45"W
L56	17.87	S49°03'21"E
L57	18.19	S66°38'28"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	31.01'	1145.00'	1°33'07"	S30°05'02"W	31.01'
C2	62.74'	1145.00'	3°08'22"	S32°25'46"W	62.73'
C3	105.05'	1610.00'	3°44'18"	N32°07'48"E	105.03'
C4	54.70'	53.50'	58°34'44"	S60°52'36"W	52.35'
C5	23.38'	29.50'	45°24'09"	N63°54'10"E	22.77'
C6	15.91'	45.50'	20°02'02"	S76°35'13"W	15.83'
C7	28.33'	29.50'	55°01'01"	S85°55'17"E	27.25'
C8	43.38'	76.00'	32°42'08"	N69°47'19"E	42.79'
C9	32.15'	45.50'	40°29'03"	S23°38'17"E	31.48'
C10	12.79'	29.50'	24°49'55"	N15°48'43"W	12.69'
C13	511.65'	1145.00'	25°36'10"	S16°30'23"W	507.40'

SIGHT VISIBILITY TRIANGLE EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
SC11	18.10'	1145.00'	0°54'21"	S28°51'18"W	18.10'

SIDEWALK EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
SWC12	11.82'	1145.00'	0°35'29"	S31°09'19"W	11.82'

AREA

LOT 1:	178,715 SQ.FT. OR 4.103 ACRES
LOT 2:	125,972 SQ.FT. OR 2.833 ACRES
LOT 3:	80,277 SQ.FT. OR 1.890 ACRES

TOTAL: 384,964 SQ.FT. OR 8.838 ACRES

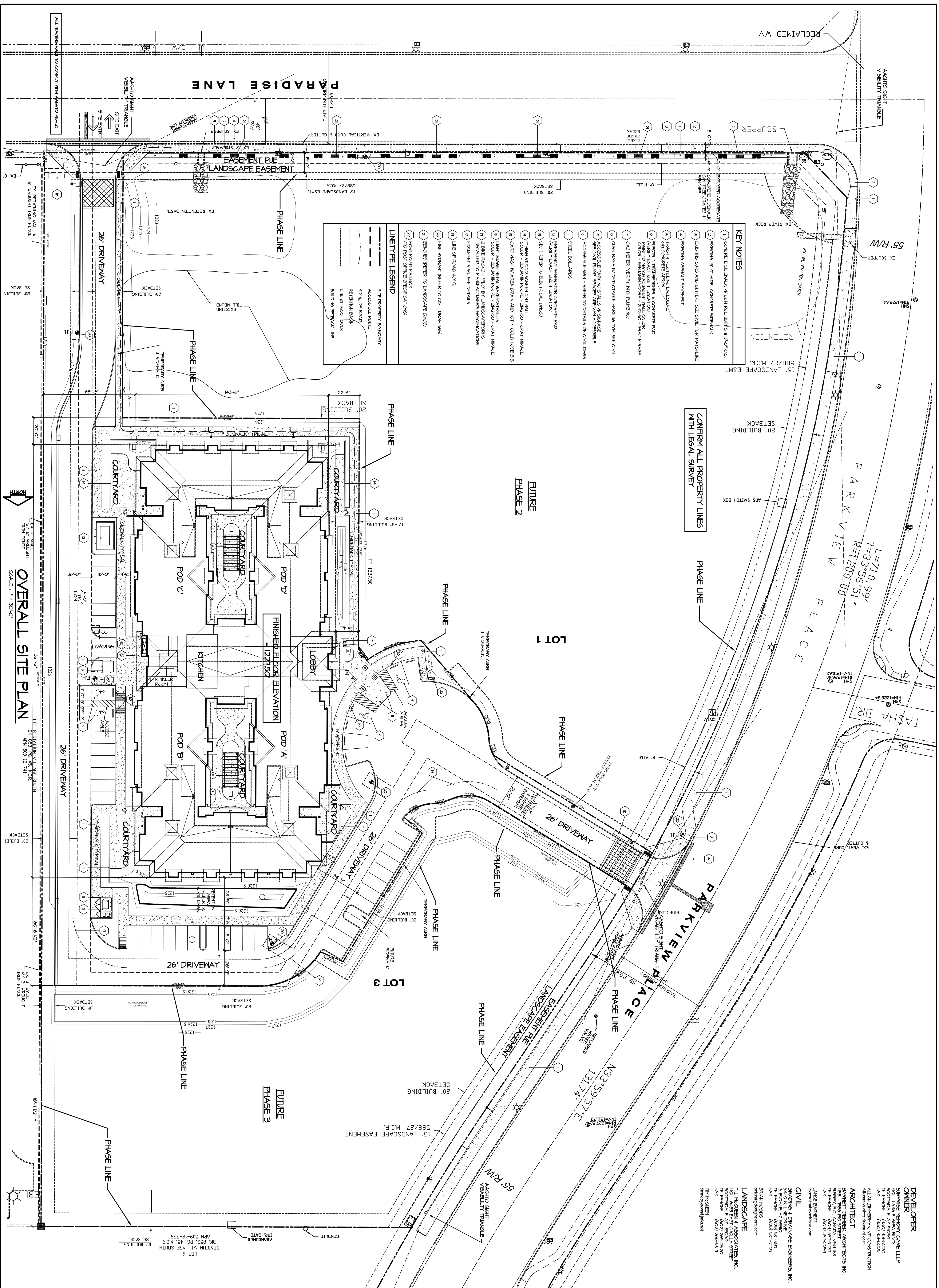
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MARICOPA COUNTY, ARIZONA

FIELD: SJS	SCALE: 1"= 50'	JOB NO.: 14014A	DATE: 8/21/14	SHEET: 2 OF 2
DRAWN: CMS				
CHECKED: SJS				

Starlink
Surveying, Inc.

17505 N. 79th Avenue, Suite 311A
Glendale, AZ 85308
Ph. 623-322-1116 Fax 623-322-4637

[illegible]

CLIENT :	SURPRISE MEMORY CARE LLLP 101 - 11648 E. SHEA BLVD., SCOTTSDALE, AZ	DESIGN :	L.F.B.
		DRAWN :	
PROJECT :	SURPRISE MEMORY CARE 16465 N. PARKVIEW PLACE, SURPRISE, AZ	DATE :	Aug. 20 14
		SCALE :	1" = 30'-0"
SHEET CONTENTS :			
OVERALL SITE PLAN			

barnett dembek
ARCHITECTS INC.

UNIT 202,
12448 82 AVE.,
SURREY, B.C.
V3W 3E9

PHONE: (604) 597-7100
FAX: (604) 597-2095
EMAIL: mail@darkitex.com

CLIENT NO.	SHEET NO.
PROJECT NO.	AC-1.02

PROJECT NO.	REV. NO.
12021	

Surprise Memory Care City Council

October 21, 2014



VICINITY MAP

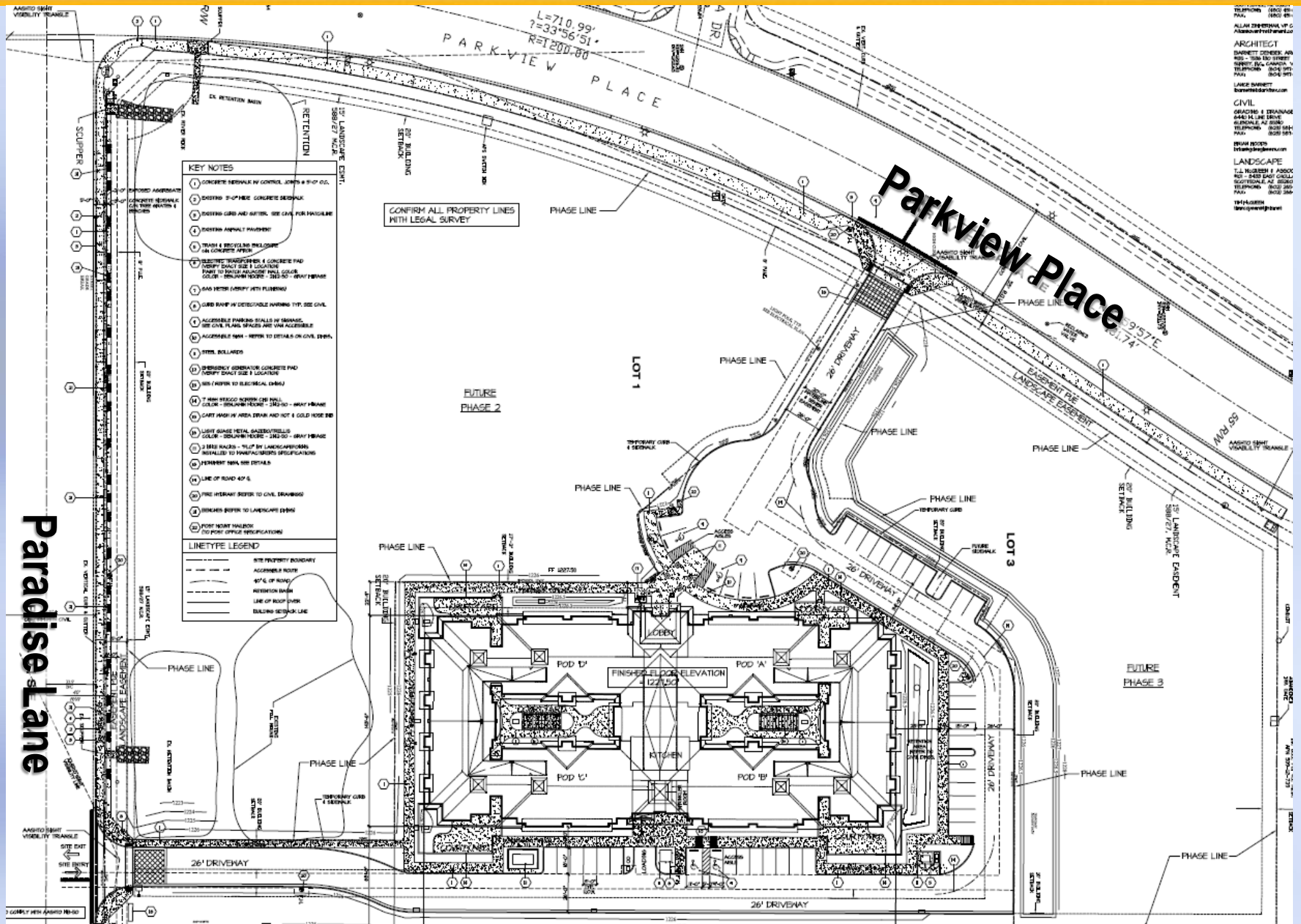


VICINITY MAP / MASTER SITE PLAN



VICINITY MAP





FINAL PLAT

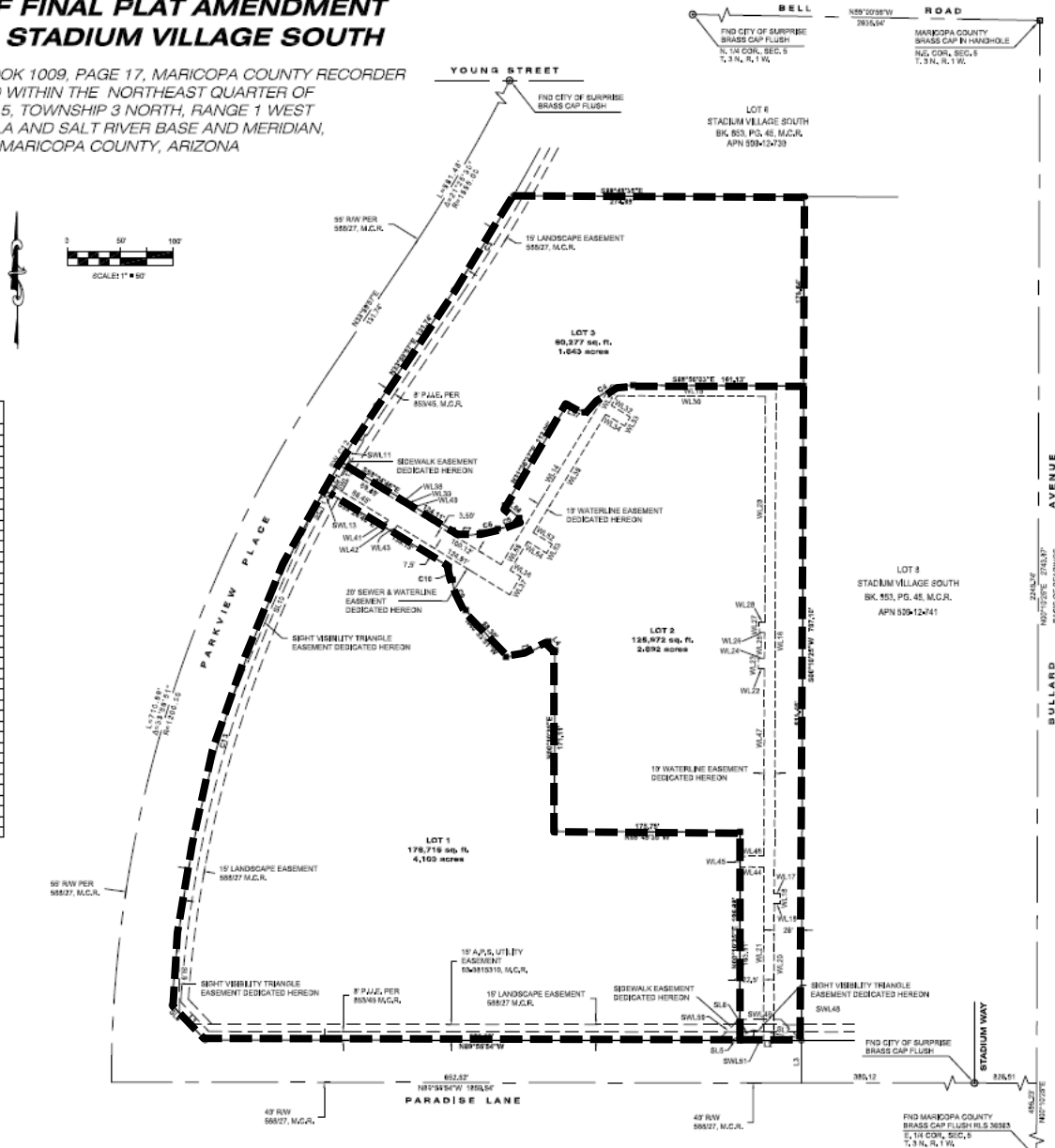
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MARICOPA COUNTY, ARIZONA

LINE	LENGTH	BEARINGS
WL14	186.52	S31°39'14"W
WL15	186.16	N89°59'53"E
WL16	419.68	N09°19'23"E
WL17	5.69	N89°49'53"W
WL18	13.39	N09°19'23"E
WL19	5.69	S89°49'53"E
WL20	136.52	N09°19'23"E
WL21	85.48	N09°19'23"E
WL22	6.09	N89°49'53"W
WL23	13.39	N09°19'23"E
WL24	6.09	S89°49'53"E
WL25	24.71	N09°19'23"E
WL26	5.69	N89°49'53"W
WL27	13.39	N09°19'23"E
WL28	5.69	S89°49'53"E
WL29	215.16	N09°19'23"E
WL30	146.16	N89°59'53"W
WL31	13.39	S31°39'14"W
WL32	25.16	S89°24'48"E
WL33	13.39	S31°39'14"W
WL34	25.16	N89°24'48"E
WL35	131.21	S31°39'14"W
WL36	17.28	S89°24'48"E
WL37	25.16	S31°39'14"W
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LOT WIDTHS

LOT 1	MINIMUM: 137.23'
	AVERAGE: 356.43'
LOT 2	MINIMUM: 31.32'
	AVERAGE: 324.73'
LOT 3	MINIMUM: 175.89'
	AVERAGE: 245.37'



ELEVATIONS



West Elevation



East Elevation

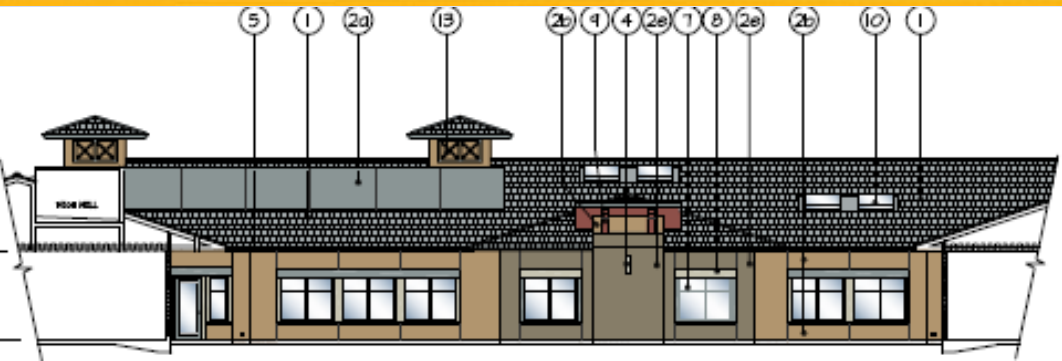


North Elevation

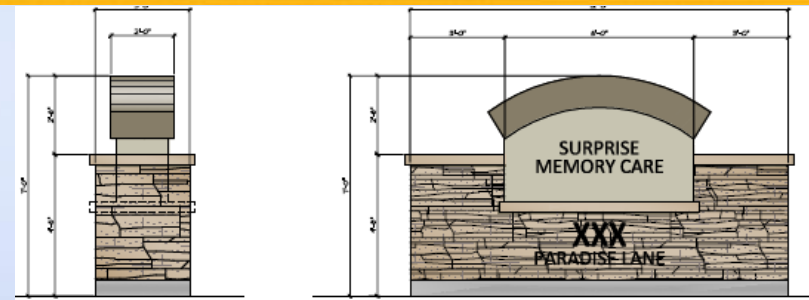


South Elevation

ELEVATIONS



Interior East



Monument Sign



Interior West



Interior South



Interior North

[illegible]

RENDERING



Citizen Review Meeting August 13, 2014

Questions or Comments?



RESOLUTION #2014-99

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A FINAL PLAT ENTITLED "REPLAT OF FINAL PLAT AMENDMENT OF LOT 7, STADIUM VILLAGE SOUTH," GENERALLY LOCATED AT THE NORTHEAST CORNER OF PARADISE LANE AND PARKVIEW PLACE, AKA "SURPRISE MEMORY CARE".

WHEREAS, on September 11, 1997 the Mayor and City Council approved the Orchards Planned Area Development;

WHEREAS, on March 23, 2006, the Mayor and City Council approved the "Stadium Village South" Commercial Subdivision; and

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

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

Section 1. The Final Plat extension entitled "Replat of Final Plat Amendment of Lot 7, Stadium Village South," dated August 21, 2014 is approved.

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

October 7, 2014 @ 6:00:00 PM

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

Council Meeting Date: October 7, 2014

Contact Person: CM Villanueva and CM Biundo

Submitting Department:

District: Internal

Staff Recommendations: No Action

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Presentation by Rosemary Ybarra Hernandez regarding the Aguila Youth Leadership Program.

Motion:

No action.

Background:

AGUILA was founded in Arizona in 2004 and in that time nearly 800 youth have enrolled in 78 colleges/universities across the country collectively receiving more than \$45 million dollars in college scholarships beyond federal financial aid packages. Our students continue to be recognized with prestigious awards from Gates, QuestBridge, Presidential and Provost and more. Each year we witness an increase in our students studying around the world, participating in internships with Google, NASA, State and Congressional offices and serving in leadership roles at their respective schools. Many of these students received little or no guidance from their high school counselors, placing them in danger of “falling through the cracks” in terms of preparing for college and career. Today our students express their gratitude by Paying it Forward – inspiring more than 350 current AGUILA high school students and 65 middle school student who follow their lead. AGUILA staff and growing numbers of volunteers are committed to each student through activities, events, unique college visits, tutoring, mentoring and responding to student e-mails, text and phone calls. AGUILA staff has gained the trust of students and their families, making themselves available 24 hours a day to ensure the rebuilding of a more vibrant Arizona. Students may enter at any point in their High School journey participating in monthly sessions carefully designed to develop educated, intelligent, articulate, compassionate and ethical Arizona leaders. Based upon continuous and extensive research, AGUILA has based its programming on best practices in college preparation, personal growth, civic engagement, service learning, parenting and other areas that contribute to developmental assets in building confidence and resiliency in each student.

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):

Rosemary Ybarra Hernandez, Founder/Director



CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

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

Council Meeting Date:	October 7, 2014	Contact Person:	Mike Gent, Public Works
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion on FY2014 transit service, and planned FY2015 services.

Motion:

N/A

Background:

FY2015 IGA is being finalized and should be before Council on consent agenda the first week of Nov 2014.

Financial Impact Statement:

All transit services have been planned in the FY2015 Transit Budget for Public Works and will work any additional expenses within the transit budget.

ATTACHMENTS:

Click to download

- ☐ [DAR Survey](#)
 - ☐ [Presentation Transit Services](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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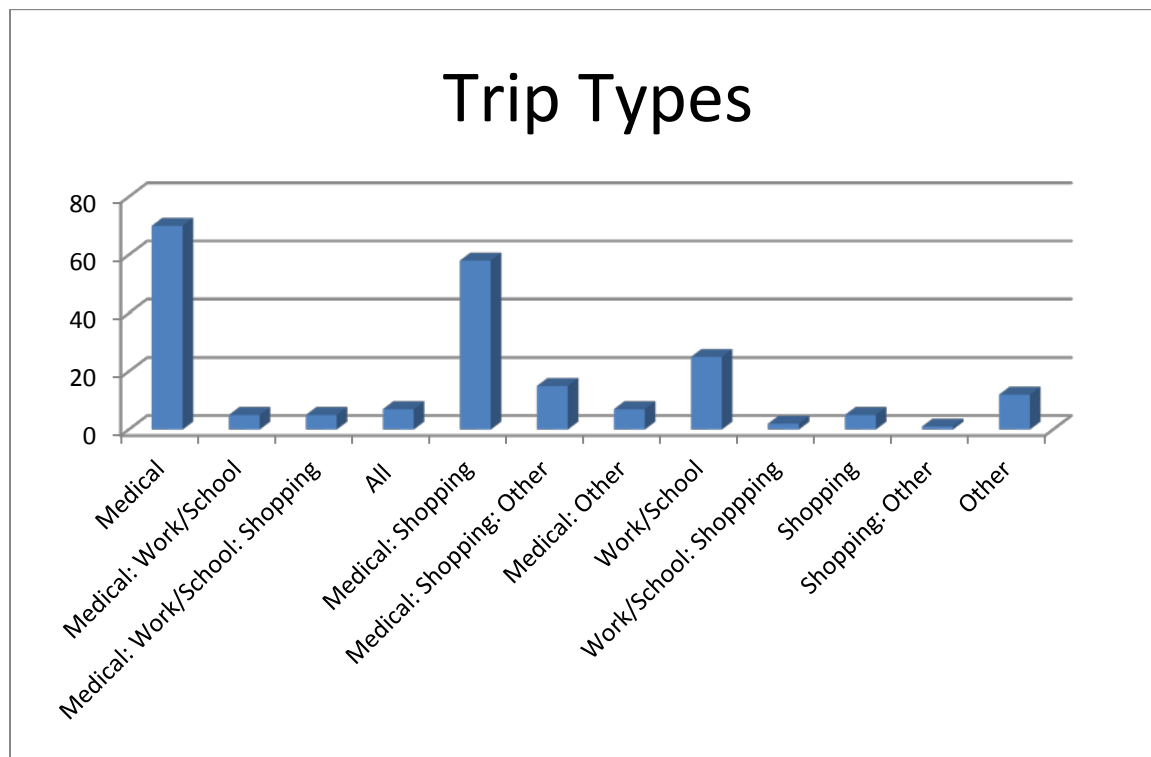
Presentation Speaker Names (spelling and titles for TV captions):

David Kohlbeck PW Business Manager
Mike Gent PW Director

Dial-a-Ride Survey Questions and Results (Updated)

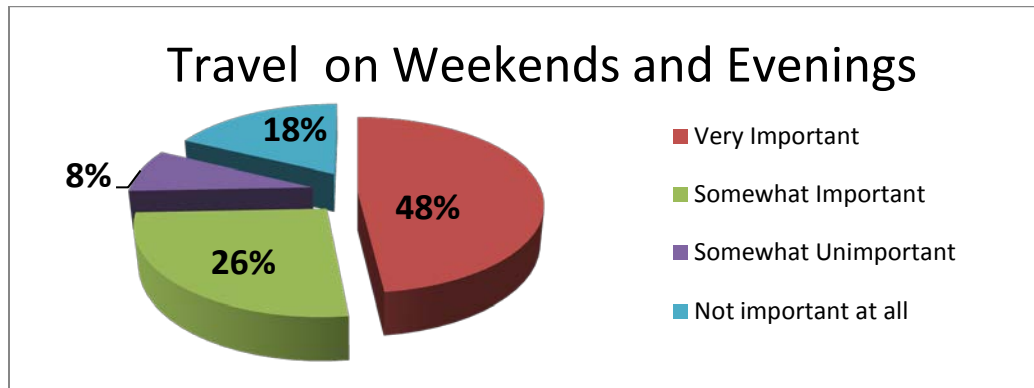
In response to the January 21st work session regarding changes in the Dial-a-Ride program Council requested that staff survey Dial-a-Ride users to get their input and feedback related to the service. PW staff worked with our communications department and developed a short survey and mailed it to 839 registered Dial-a-Ride clients. The following were the questions ask and responses received from 212 of those clients. A copy of the survey form is attached at the end.

1. For which purposes do you routinely use Dial-a-Ride?
 - ❖ 33% of responders use the system for medical while another 27% use it for medical and shopping, another 12% use it for work/school and 7% use it for other purposes.

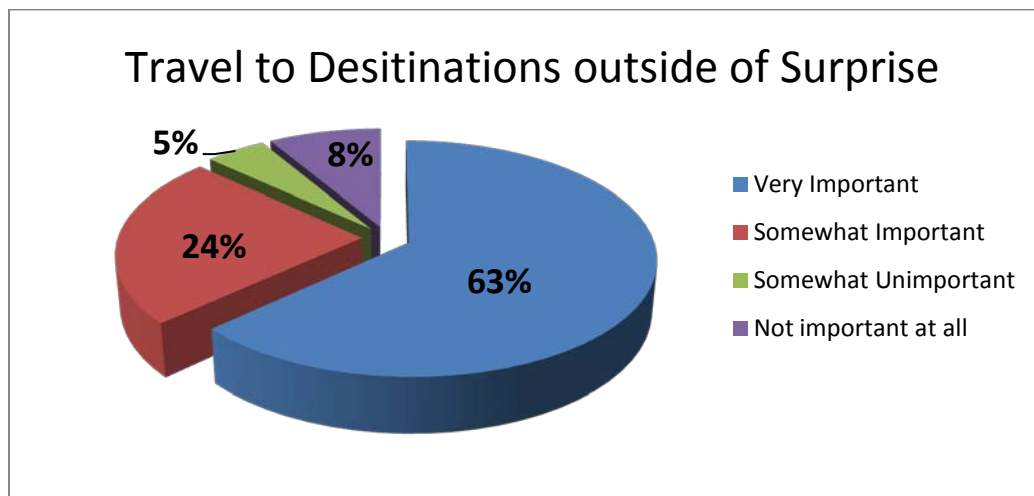


2. For each of the following features, indicate its importance to you.

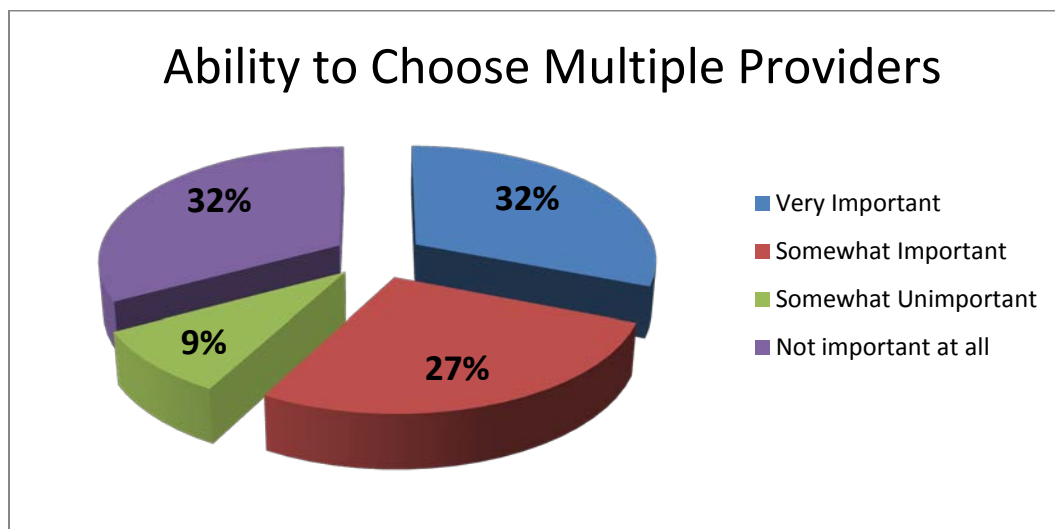
A. Ability to travel on evenings and weekends.



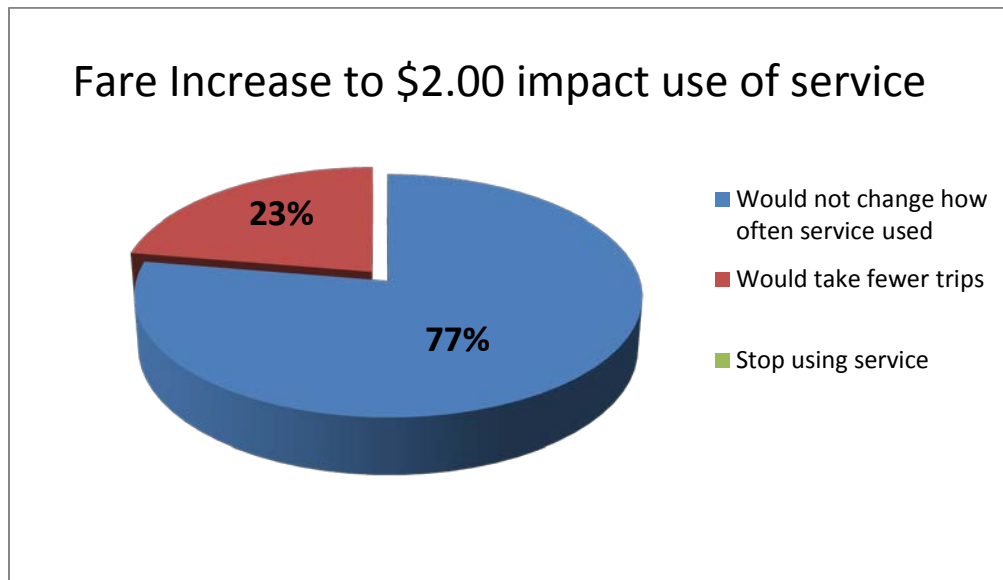
B. Ability to reach destinations outside of Surprise.



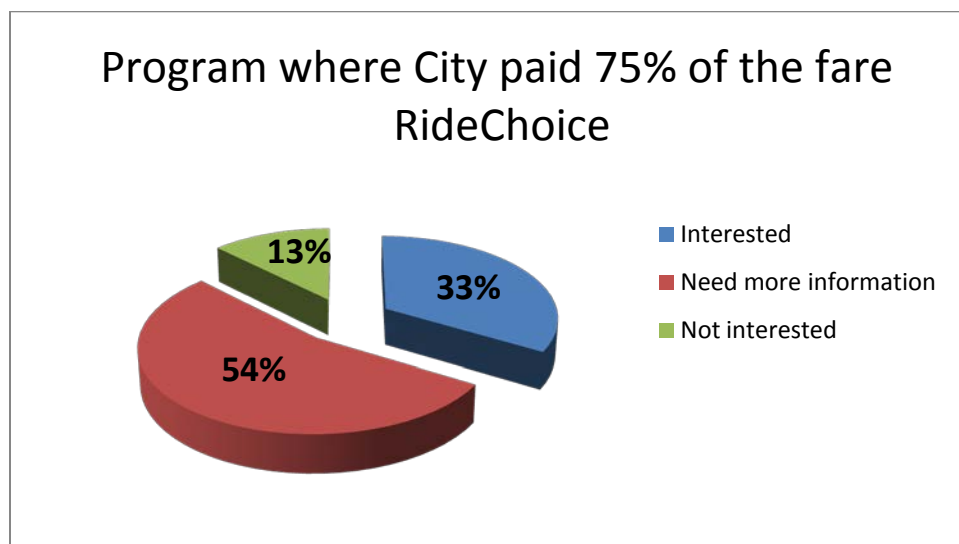
C. Ability to choose among multiple providers.



3. The City pays \$17 per one-way trip. The passenger pays \$1. If fares increased to \$2, how would this impact your ability to use Dial-a-Ride?

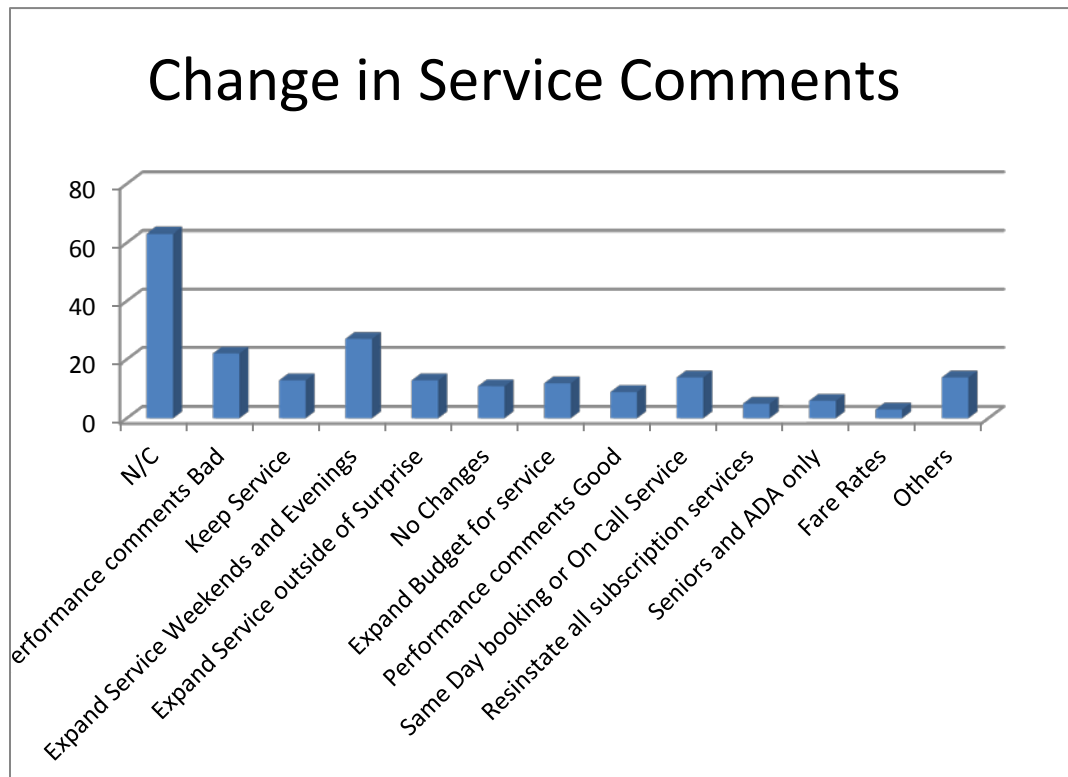


4. Would you be interested in a subsidized cab program, with the City covering 75% of the fare?



5. If there was one thing you could change about the Dial-a-Ride program would it be?

- ❖ 30% of the responders did not put a comment for change in the answer box, 13% commented on the need for expanded service for weekends and evenings, and 10% commented on customer service improvement from drivers to booking. The chart below groups responses mostly reflective of comments.



Transit Performance Report and Valley Metro Intergovernmental Agreement

October 7, 2014



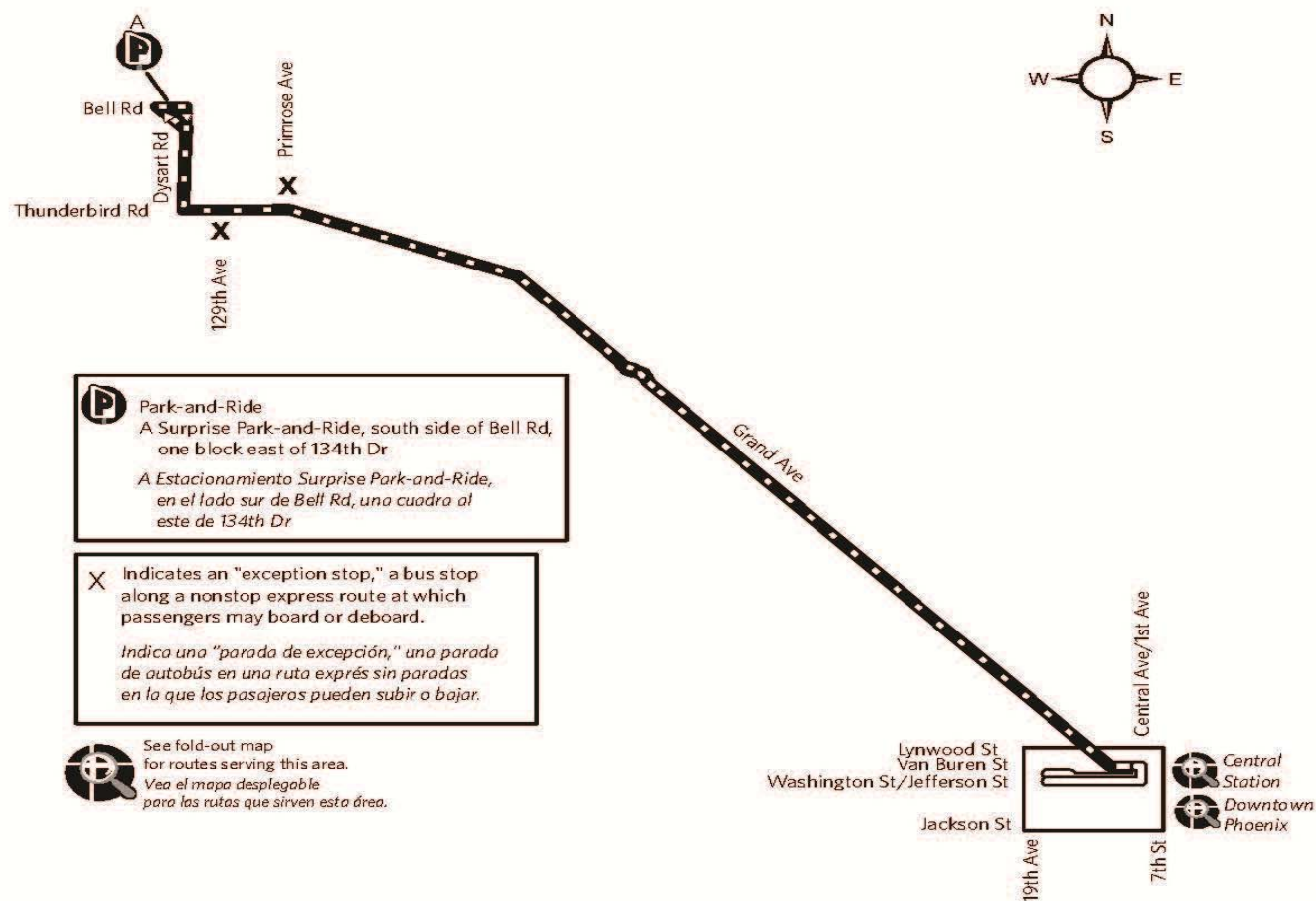
Overview

- **Recap FY2014 Route 571 - Surprise Express Performance.**
- **Recap FY2014 Dial-a-Ride Ridership Statistics.**
- **Observations and Recommendations.**

Valley Metro 571 Express Bus Service



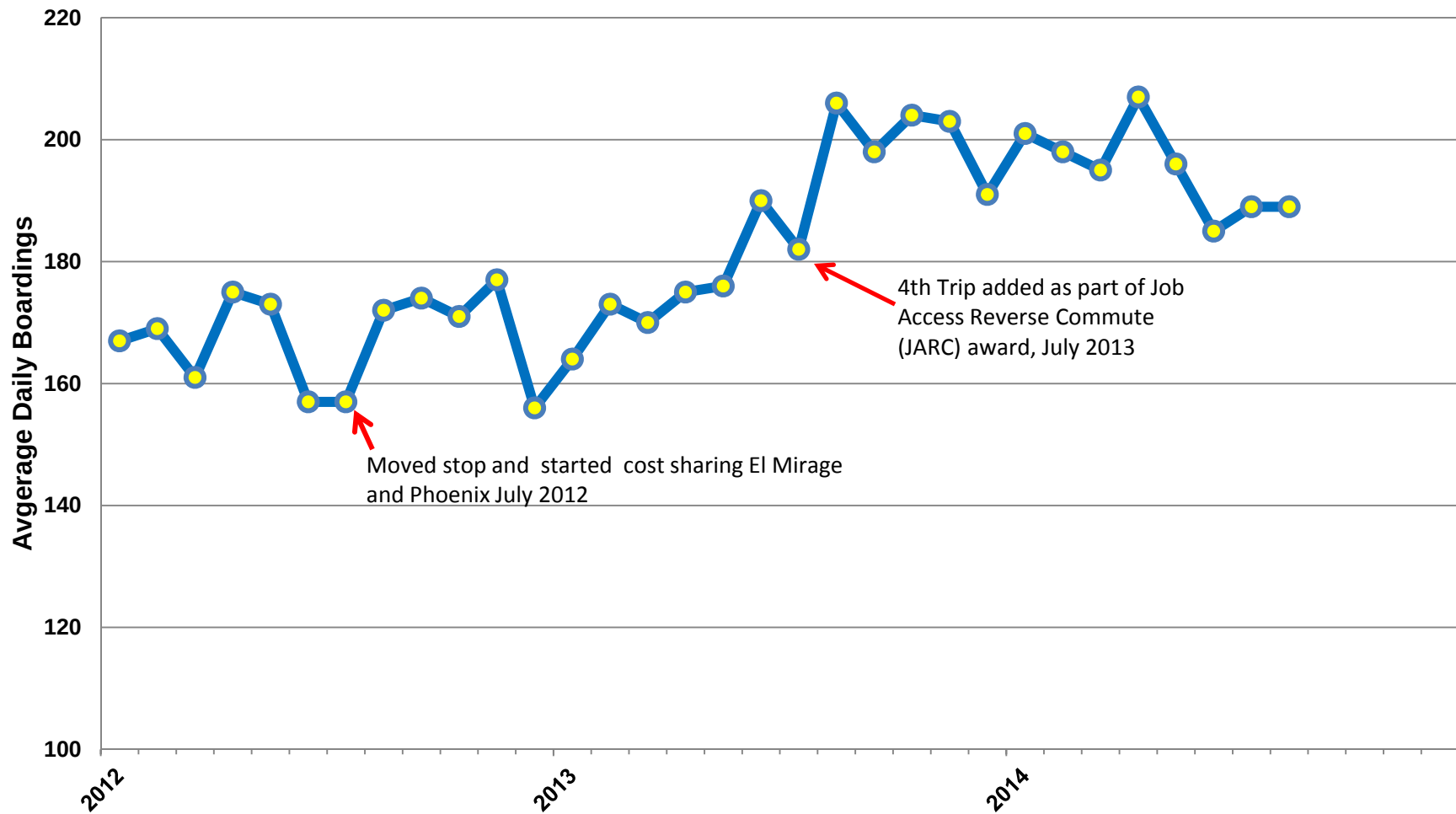
Route 571 — Surprise Express



Valley Metro 571 Express Bus Service



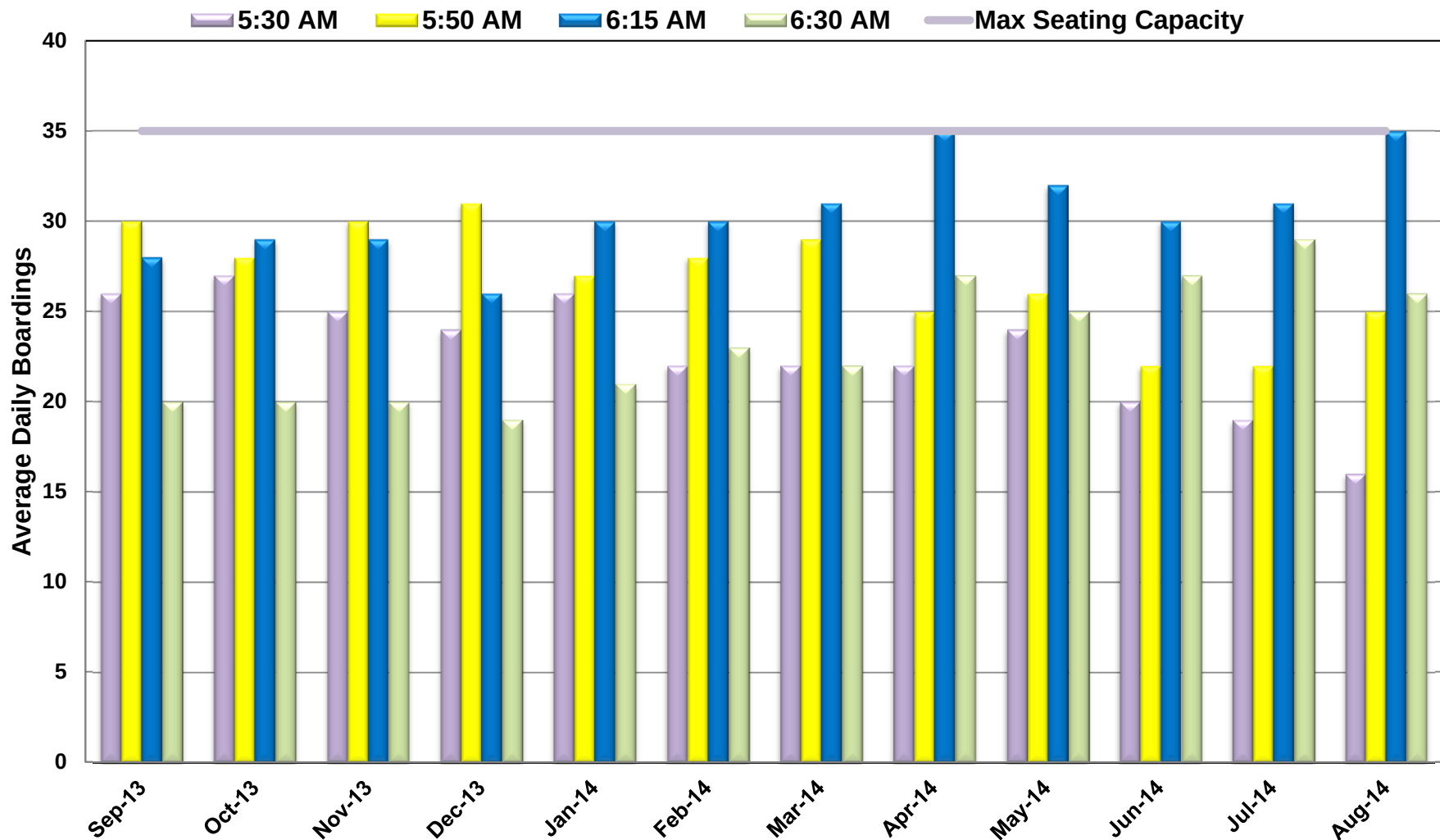
**Historical Trends for Express Route 571 Daily Boardings
Including All AM & PM Trips**



Valley Metro 571 Express Bus Service



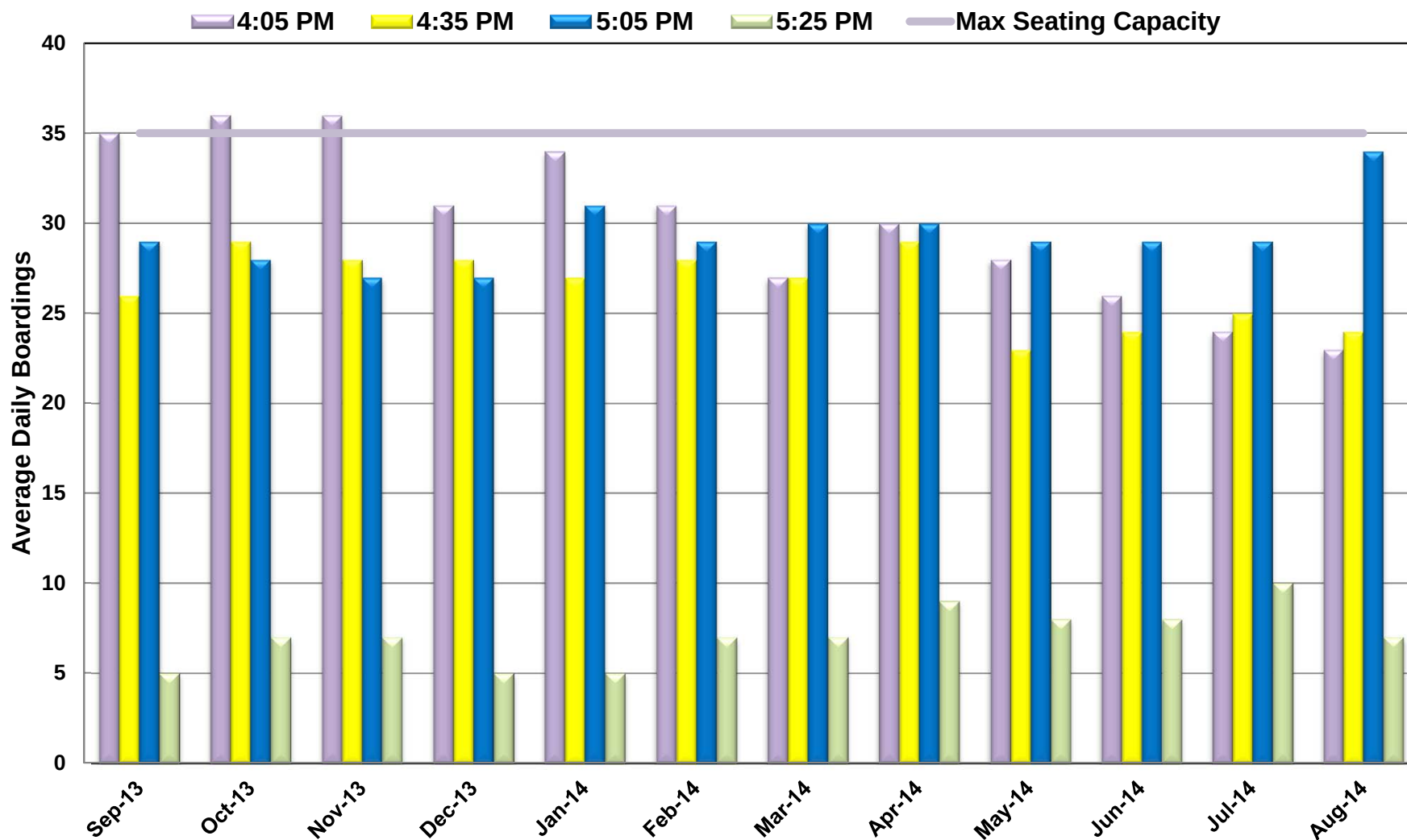
Trips from Surprise to Phoenix By Trip Times



Valley Metro 571 Express Bus Service



Trips from Phoenix to Surprise By Trip Times



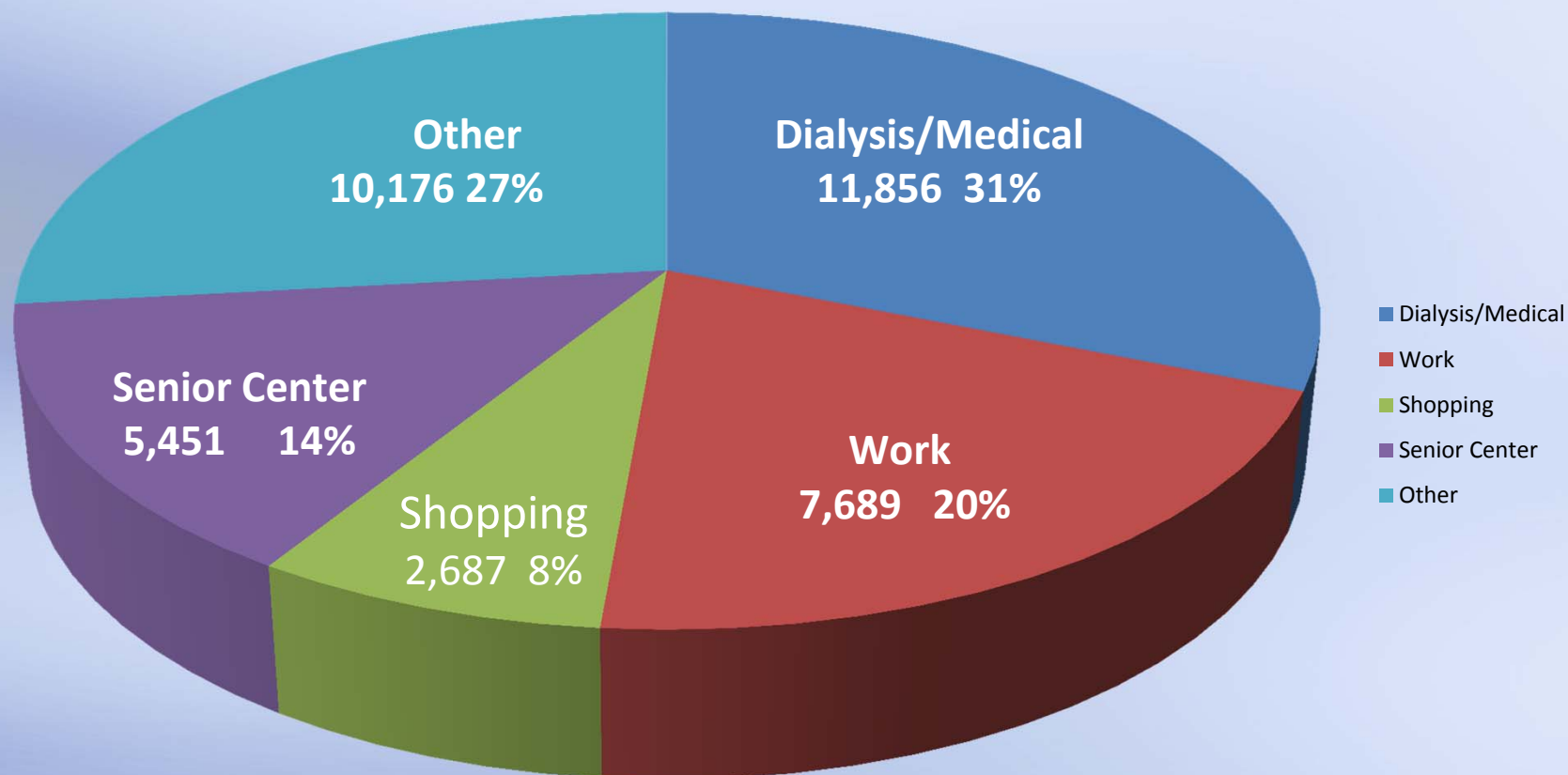
Observations

- **Work with Phoenix, El Mirage and Valley Metro to keep 4th Trip after JARC funds expire at same cost sharing levels for all trips.**
- **Consider temporary relocation of Park-and-Ride during heavy Bell / Grand overpass construction.**
- **Future Transit services**
 - Surprise Connection to Regional Service Routes
 - Surprise Circulator
 - Regional Extensions

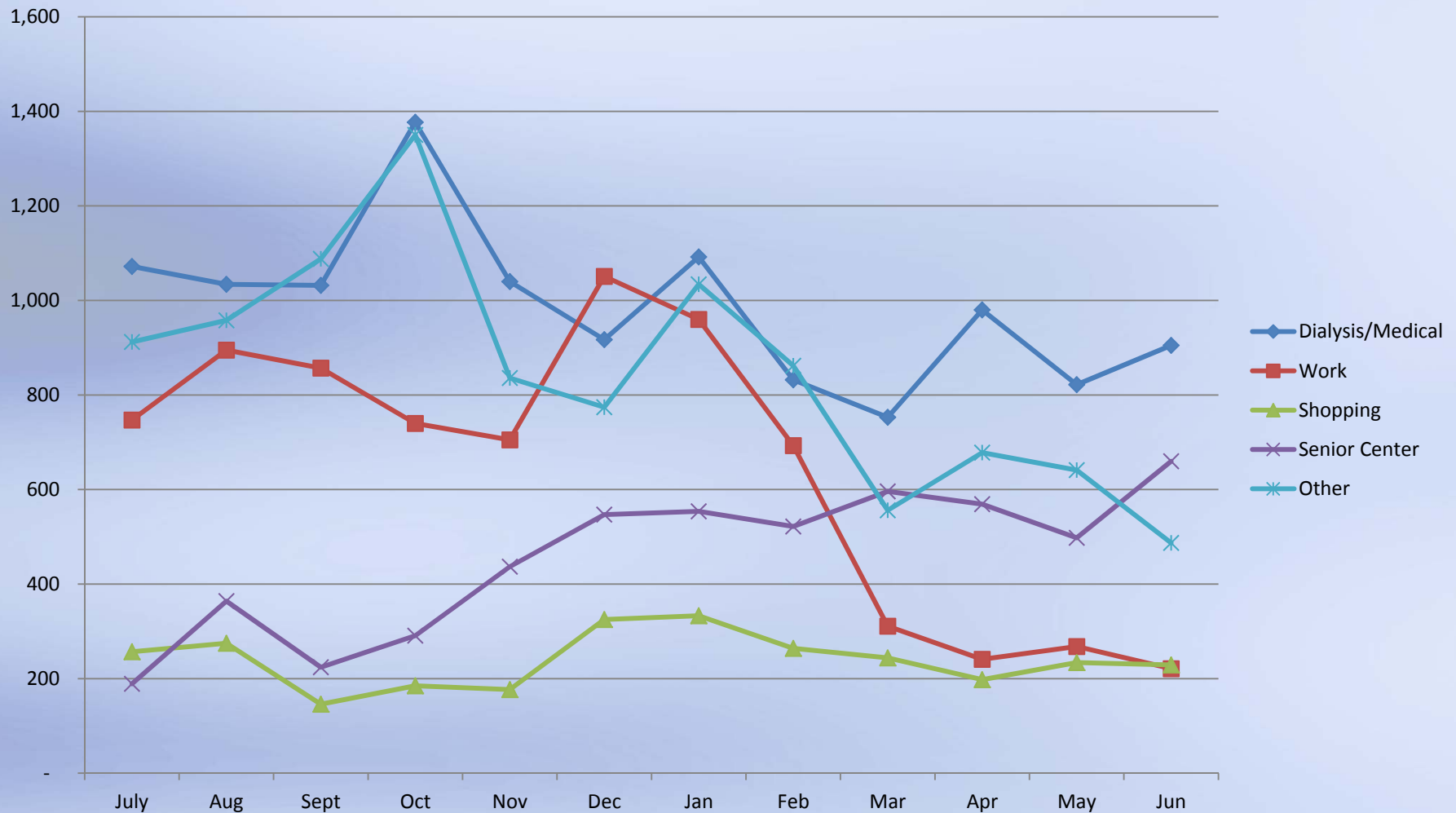
Contract Recap

- **Priority to ADA, Seniors and Others with Disabilities.**
 - 14 day advanced booking
 - All others 24 hour based on availability
- **“Cap” 125 from March 2014 to June 2014.**
 - Eliminated work and school subscription trips, except for ADA, seniors and others with disabilities
- **Service provided Monday through Saturday; 7:00 AM to 5:00 PM.**
- **Fares for service.**
 - Inside the City limits = \$1.00
 - Outside the City limits = \$1.25

Trip Purpose by Category



Ridership by Purpose by Month



FY2014 Contract Summary



Description	Projected	Actual
Trips	\$28,500	\$36,453
City Funds (LTAF, General Fund)	\$511,530	\$537,013
New Freedom Grant Monies	\$150,000	\$164,478
Fares	\$30,000	\$40,189

Observations

- **New Cap limits working**
- **FY15 expanded weekday cap by 10 trips per day. (125 trips to 135 trips)**
- **Added Saturday Service 20 trips per day actual trips trending around 10-12.**
- **New Freedom Grant (NFG) funding available for FY15 Surprise allocation \$182,000.**
- **NFG monies eliminated or reduced 2016.**

Recommendations

- **Expand Weeknight service hours to 8:00pm.**
- **New weekday cap 140 after January 1 if budget can afford it. (Est. \$13,700)**
- **Keep Saturday service 7:00 AM to 5:00 PM, new Saturday cap of 30 trips after January 1 if budget can afford it. (Est. \$5,500)**
- **Standardize Fares to \$2.00 per one way trip based on survey results. (FY2016 fee adjustments).**

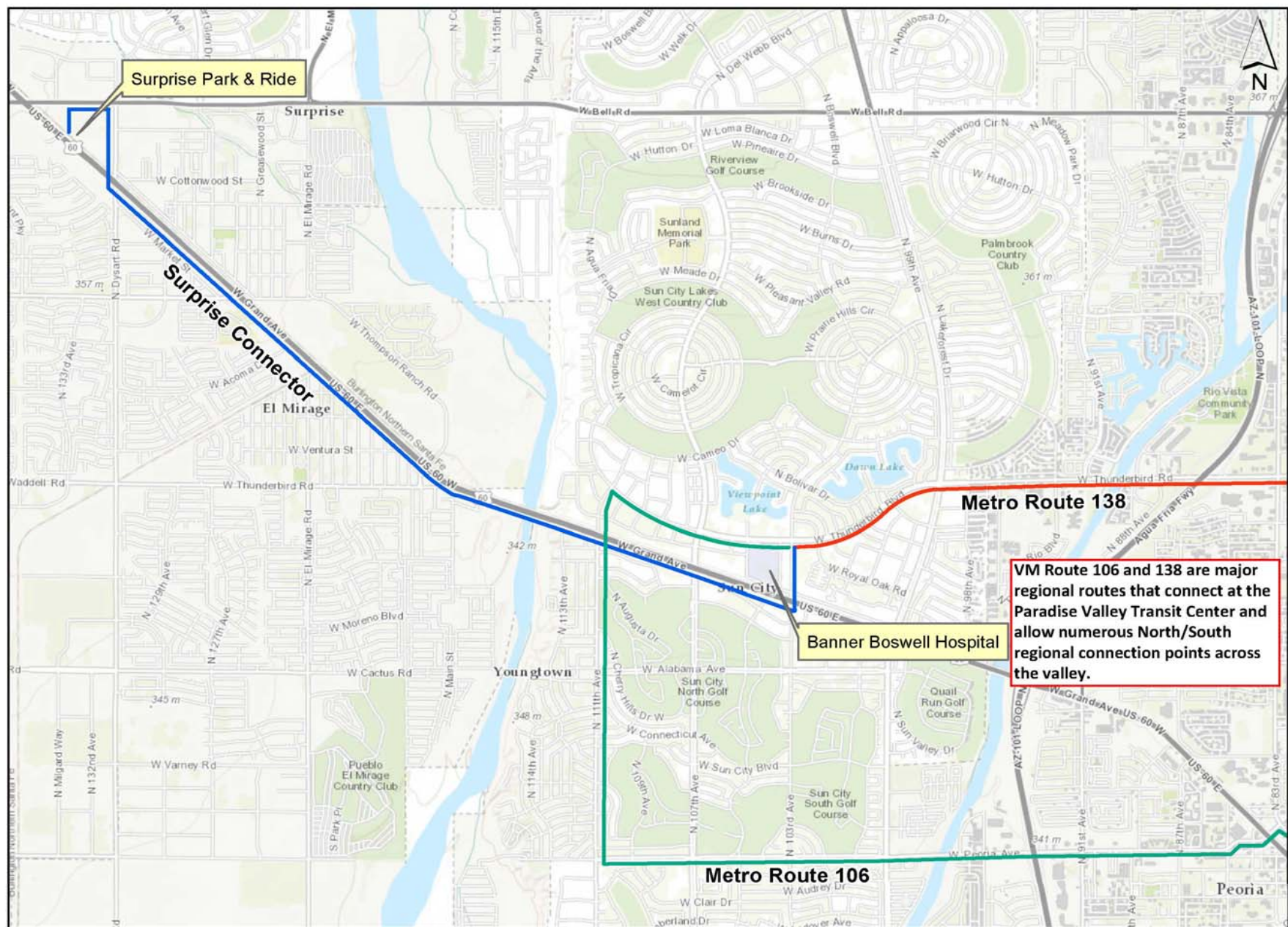
Questions and Comments

Valley Metro 571 Express Bus Service



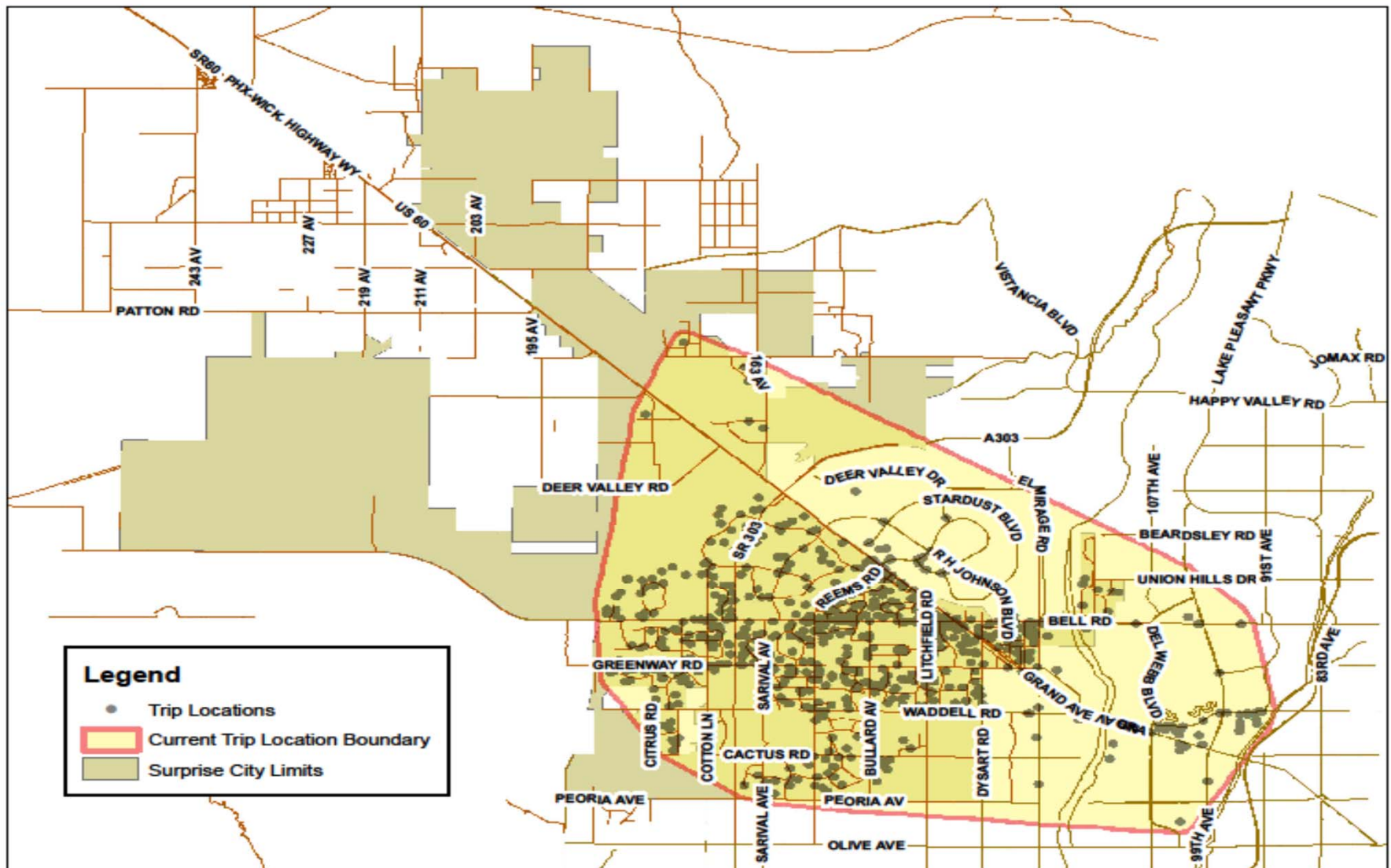
City	Percentage	FY15	FY16	FY16	FY16
		Cost Sharing	Cost Sharing 4 Inbound 4 Outbound	Cost Sharing Per Agreement	Six Trips 3 Inbound 3 Outbound
Surprise	51%	\$157,749	\$162,482	\$205,540	\$124,299
Surprise JARC		(60,895)	-	-	-
Surprise Service Costs		\$96,854	\$162,482	\$205,540	\$124,299

City	Percentage	FY15	FY16	FY16	FY16
		Cost Sharing	Cost Sharing All Trips	Cost Sharing per Agreement	Return to Six Trips
El Mirage	22%	\$70,826	\$72,951	\$53,619	\$53,619
Phoenix	27%	86,923	89,531	65,805	65,805
Regional JARC		(61,493)			
Regional Service Costs		\$96,256	\$162,482	\$119,424	\$119,424
Total Service Cost		\$193,110	\$324,964	\$324,964	\$243,723



VM Route 106 and 138 are major regional routes that connect at the Paradise Valley Transit Center and allow numerous North/South regional connection points across the valley.

Dial-a-Ride Service Area





CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

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

Council Meeting Date:	October 7, 2014	Contact Person:	Mark A. Coronado, Director - Community & Recreation Services
Submitting Department:	CRS	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing Tourism/Marketing funding to Thunderbird Artists in an amount not to exceed \$31,000 and amending the budget for FY 2015 Surprise Fine Art and Wine Festival as recommended by the Tourism Advisory Commission; Resolution No. 2014-95.

Motion:

I move to approve Resolution No. 2014-95.

Background:

The city of Surprise Tourism Advisory Commission has recommended and Mayor and Council has approved two prior Thunderbird Artists Surprise Fine Art and Wine Festivals. Each year Thunderbird artists received tourism funds in an amount not to exceed \$31,000. The funds were utilized to exclusively market the Festival utilizing national publications. The 2013 Surprise Fine Art and Wine Festival took place at the Surprise Recreation Campus on February 1st, 2nd and 3rd. The 2014 Surprise Fine Art and Wine Festival took place at the Surprise Recreation Campus on January 24th, 25th and 26th. The event has had an annual attendance of approximately 5,000 - 6,000. Approximately 39% of those that attend the event come from outside the Phoenix Metro Area and estimated 70-100 room nights. Thunderbird Artists is requesting Tourism Funds not to exceed \$31,000 exclusively for marketing the Festival utilizing national publications for a 3rd year event. The event would be held on February 6th, 7th, and 8th.

Financial Impact Statement:

This budget amendment utilizes Tourism fund contingency in the amount of \$31,000. The contingency is part of the FY2015 Tourism fund budget of \$676,900. This amendment does not change the total budget amount of the Tourism fund.

ATTACHMENTS:

Click to download

☐ [2015 Thunderbird Artists Proposal](#)

- ☐ [Media Buys](#)
- ☐ [Proposal Summary](#)
- ☐ [2014 Survey](#)
- ☐ [2014 Survey 2](#)
- ☐ [Resolution](#)

External Attachment Links:

Thunderbird Artists Project Proposal
Proposal Summary
2014 Survey
Resolution

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Mark A. Coronado, Director - Community & Recreation Services



THUNDERBIRD
ARTISTS
fine art & wine festivals

Project Proposal



Prepared for: Surprise Tourism Board

Prepared by: Thunderbird Artists

August 2014

Proposal: Third Party Event Partnership Request - 3rd Annual Surprise Fine Art & Wine Festival

CONFIDENTIAL.DO NOT DISSEMINATE. This document contains confidential, trade-secret information and is shared only with the understanding that no Individual will share its contents or ideas with third parties without the express written consent of Thunderbird Artists.



Section 1. Project Description

Continuing to grow the Surprise Fine Art & Wine Festival is our main objective, by enhancing fine art and cultural awareness within the community. For the 2014 event, participating artists were pleased with the response from the community and traffic. In addition, Surprise is drawing more attention from wine vendors and chocolatiers, wanting to participate in our three-day events. Expanding the food & wine vendors within the festival will improve the experience for the patrons. We are also looking to bring in a coffee barista booth and micro breweries, thus creating not just an event, but a destination!

The Surprise Fine Art & Wine Festival has grown in attendance over the last two years. Attendance at the 2014 Surprise festival was up by 15%. Our Survey shows that 39% of those that attended the event came from outside the Phoenix Metro Area. To further increase this number we are continuing to place emphasis on advertising through national magazines; Canada Air & Southwest Spirit Magazine, as well as local media. In addition, we are increasing our web presence through social media and review sites such as Yelp.Com and tripadvisor.com.

The 3rd Annual Surprise Fine Art & Wine Festival, 2015, will be held on February 6th, 7th & 8th. The Surprise festival is definitely becoming established, but still in its infancy. The bed tax plays a vital role in supporting the advertising campaign and costs incurred to host and promote a festival of this size. At this time, without the funding, Thunderbird Artists would not be in a position to proceed with this event. Funding is crucial to properly advertise, market and draw attendees to the event. Please see Attachment A for the list of media buys/advertising outlets that we will be utilizing for 2014/2015 Surprise festival.

Our audience demographics are as follows:

Combined Yearly Income

Under 40k - 13%

\$40-49k - 16%

\$50-74k - 24%

Over \$75k - 31%

Not Stated 16%

Gender

Female - 59%

Male - 39%

Home Ownership

Currently Own - 47.94%

Currently Rent - 32.62%

Currently Rent Primary Residence & Own Additional Real Estate - 3.36%

Please see Attachment C1/C2: Surprise Survey for additional demographic information



Section 2. Community Economic Impact

We had a 15% increase in artist participation for 2014 and expectations are that this number will continue to increase. Consideration should be given to the following revenue resources:

1. Artists pay for tax license to exhibit and sell in the City of Surprise. Artists list Surprise as a program city to the tax ID number, for the TPT form.
2. City sales tax revenue from art sales. Thunderbird Artists does not charge artists a sales commission and subsequently sales are not monitored.

This year, we have reserved a block booking at the Surprise Holiday Inn, with a confirmed rate for Thunderbird Artist's patrons and artists. The Residence Inn is unable to make a 'special rate' available to us at this time, as they are experiencing a high volume of bookings during Superbowl. At this time, we cannot give a definitive number of artists and room stays, we anticipate that approximately 70+ room nights will be booked for the Surprise Festival. Artists tend to average 4 nights for a festival, Thursday through Monday.

24% of patrons surveyed visited Surprise because of Thunderbird Artists Surprise Fine Art & Wine Festival. 29% were staying with friends & family and 43% traveled over 50 miles to attend the festival. The average stay was 1-3 nights. For 2015, we will be using a new survey vendor that has a track record of being able to collect thorough data and we will supply additional questions, with more emphasis on Surprise.

As well as our paid print advertising campaign, television, mailer, press releases and newsletter, we are focusing on digital media for the coming season. The date for the Surprise Fine Art & Wine Festival, 2015, is February 6th, 7th & 8th. This date could be considered a 'low occupancy' date as it is post Superbowl and the Waste Management Open and does not clash with other Thunderbird Artists festivals. While the Residence Inn will not block rooms for us during these dates, research shows that their room nights go from \$599.00 per night for the weekend January 30th through February 1st, to \$159.00 the following weekend. This would suggest that they too expect a low occupancy period.

Section 3. Budget

Please see attachment A:

Section 4. Marketing & Media Plan

We are currently in discussions with Showclix, a company that deals in advance ticket sales with a large social media campaign. Our intention is to provide patrons with the



opportunity to buy their admission and wine tickets, in advance, with the incentive of a poster and souvenir wine glass. This forum will help to spread the word through social media by being able to not only sell through Showclix's site, but through their social media platform and our own. In order to further promote the local community and room nights in Surprise, we will list the hotels and resorts on www.ThunderbirdArtists.com for those hotels that offer discounts, giving these companies added exposure. In April 2014, we spearheaded our promotions by sending out applications to their database of artists through ZAPP and email. In June, press kits are sent to news media, hotels, radio, television, interior designers, etc. This places them in the numerous event calendars of prominent magazines and websites throughout the valley.

July through September, we continue to maintain our social media and website presence. In September we mail to our VIP's and patron database a postcard listing all of our events. Then we start our media campaign. Thunderbird Artists will continue to bring awareness to the 3rd Annual Surprise Fine Art & Wine Festival and to the City of Surprise. Our marketing campaign will remain extensive. *(Please see Attachment B: Media Buys for a list of local, regional & national media outlets that Thunderbird Artists will be advertising with.)* Thunderbird Artists' direct mailing, website and social media outlets further enhance awareness within the community and across the Valley. They are producing the 4th Annual Seasonal Program Guide, which is given out at all seven festivals from October 2014 through March 2015.

Thunderbird Artists will maintain the quality expected at their festivals through an unwavering jury process of all participating artists — no clothing, hobby or bazaar type items. All work must be produced by the artist (no buy-sell goods).

Section 5. Building Surprise As A Tourist Destination

This year, we are looking to engage the Surprise visual and performing arts within our festival. We plan to donate 3 booths for the community, including a table for the Surprise Sundancers who have been our chosen charity to host the wine tasting event for the last two years. Our hope is that the local high school senior art department will exhibit as well as the high cheer leading squad. Further details and updates will be supplied to the Tourism Board at the September meeting.

Section 6. Sponsorship

We partner with towns, cities and their local chambers throughout the Valley to support the local communities. A contribution from the admission or wine ticket sales is donated from each of our festivals. Please see attachment D for our Sponsorship Package.

	Surprise F A & W Festival			
PUB - MAG	SIZE	AD COST	SURPRISE	CIRC
*Air Canada Magazine	4.26" x 10.875" Bleed: 4.51" x 11.125"	\$4,500.00	\$1,125.00	120,000
*Architectural Digest Magazine	1/4 page color	\$4,284.00	\$680.00	160,000
Arizona Drive Guide	1/2 page vertical	\$711.55		45,000
Arizona Drive Guide	1/2 page vertical	\$711.55	\$142.31	45,000
*Arizona Office of Tourism Guide	1/3 page	\$5,852.25	\$975.38	450,000
*Arizona Office of Tourism Map Listing	Map Listing	\$400.00		500,000
Arizona Republic campaign	Still working on campaign	\$3,000.00	\$3,000.00	400,000
AZ Key Magazine	full page	\$595.00		30,000
AZ Key Magazine	full page	\$595.00	\$297.50	30,000
Barrett-Jackson Catalogue	1/2 page	\$1,997.50	\$332.92	20,000
CITY Sun Times Magazines	1/4 pg color	\$460.00		40,000
CITY Sun Times Magazines	1/4 pg color	\$460.00		40,000
CITY Sun Times Magazines	1/4 pg color	\$460.00		40,000
*Cowboys & Indians Magazine	1/2 pg V-C = 3.375" x 10"	\$3,150.00	\$787.50	164,294
*Cowboys & Indians - THE POST/Newsletter	Leaderboard across top/ 600 x 80 px	\$250.00	\$250.00	16,000
*Cowboys & Indians - THE POST/Newsletter	Dedicated Content / images & 200 words	\$200.00	\$200.00	16,000

Daily News-Sun	1/4 page sq / 4.9 x 6.32 all 4	\$235.00	\$235.00	35,000
Surprise Today	1/4 page sq / 4.9 x 6.32 all 4	\$235.00	\$235.00	38,000
Daily News-Sun	1/4 page sq / 4.9 x 6.32 all 4	\$235.00	\$235.00	35,000
Surprise Today	1/4 page sq / 4.9 x 6.32 all 4	\$235.00	\$235.00	38,000
Peoria Today & Glendale Today	1/4 page sq / 4.9 x 6.32 all 4	\$235.00	\$235.00	35,000
Images AZ	1/2 pg vert = 3.9" W x 10.3" H	\$1,350.00		50,000
Images AZ	1/2 pg v 3.9" x 10.3" 2 disc	\$1,350.00		50,000
Images AZ	1/2 pg v 3.9" x 10.3" 2 disc	\$1,350.00	\$450.00	50,000
Independent Newspapers	1/3 pg - 4.9375 by 7.813	\$1,029.00	\$1,029.00	85,000
Independent Newspapers	1/3 pg - 4.9375 by 7.813	\$1,029.00	\$1,029.00	85,000
*Phx Home & Garden Magazine - Local & Out of State	1/4 page vertical	\$1,900.00		87,000
*Phx Home & Garden Magazine - Local & Out of State	1/2 pg vert / 4.75 x 7.25	\$1,900.00		87,000
*Phx Home & Garden Magazine - Local & Out of State	1/2 pg vert / 4.75 x 7.25	\$1,900.00	\$475.00	87,000
*Phoenix C&V Bureau - Official Guide		\$5,814.00	\$1,453.50	250,000
*Prweb	San Fran, Chic, NY, Boston, LA, CO, Phx	\$2,000.00	\$285.71	20,000
Public Relations		\$1,000.00	\$1,000.00	
*Robb Report Newsletter	WHAT IS THE SIZE	\$1,500.00	\$1,500.00	7,953
Scottsdale Airpark Magazine	1/2 pg V color	\$508.25		33,000
Scottsdale Airpark Magazine	1/2 pg V color	\$508.25	\$169.42	33,000
Scottsdale Modern Luxury Magazine	1/2 page vertical	\$1,750.00	\$250.00	30,000

*Spirit - Southwestern Airlines	1/4 page	\$4,000.00	\$1,000.00	447,928
Surprise Map - Local & Britian Airport	AD IN MAP	\$300.00	\$300.00	35,000
Thunderbolt News	5" or 3 x 3 Special / Dining	\$375.00	\$375.00	15,000
True West Magazine	1/2 page vertical	\$1,000.00	\$125.00	60,000
TravelHost Magazine	1/3 page (discount)	\$1,500.00	\$1,500.00	82,380
Valley Guide Magazine	1/2 page vert	\$2,543.68		60,000
Valley Guide Magazine	1/2 page vert	\$2,543.68	\$423.95	60,000
*Western Art & Architecture Mag	1/2 page (2/3 pg size comp)	\$2,050.00	\$410.00	60,000
*Western Art & Architecture Mag	1/2 page (2/3 pg size comp)	\$2,050.00	\$512.50	60,000
West View Valley	1/4 page 4.917"W x 7.917"T	\$1,507.26	\$1,507.26	77,000
Where Magazine	1/2 page "island" color	\$711.55		40,000
Where Magazine	1/2 page "island" color	\$711.55		40,000
Where Magazine	1/2 page "island" color	\$711.55	\$237.18	40,000
Television & Production	30 seconds	\$3,500.00	\$3,500.00	
Graphics - Postcard, Poster, Layouts & Program Gu	6" x 9"	\$3,925.35	\$3,925.35	15,000
Program Guide		\$7,130.00	\$1,018.57	40,000

Value	Surprise	Circ.
\$88,249.97	\$31,442.04	4,384,555



Surprise Tourism Grant Summary

2015 is going to be a busy year for the Phoenix Metro Area, with national events like the Fiesta Bowl in December & Superbowl in February. As the Surprise Fine Art & Wine Festival moves into it's 3rd year, the roots of the event are reaching deeper into the fabric of the community and surrounding area.

Art is a one time investment which returns an inheritance for generations to come - It is never thrown away. Our mission is to provide a unique opportunity for the patrons to meet and engage with the artists, understand the creative process, relate to a work of art and, it is hoped, make a purchase. We pride ourselves on maintaining our reputation as an award-winning juried fine art producer. Thunderbird Artists are the ambassadors of the arts, connecting, inspiring, educating and enhancing the experience and appreciation of fine art.

Continuing to grow the Surprise Festival is our main goal, by enhancing fine art and cultural awareness within the community. For the 2014/2015 season, participating artists are pleased with the response of the community and traffic. In addition, Surprise is drawing more attention from wine vendors and chocolatiers, wanting to participate in our three-day events. Expanding the food & wine vendors within the festival will improve the experience for the patrons. We are also looking to bring in a coffee barista booth and micro breweries, thus creating not just an event, but a destination!

The data we have collected over the last two years has helped us to identify where our customer base is located, how they are hearing about the Surprise event and who is attending from outside Maricopa County (see attached survey). We have adapted our print media advertising accordingly and have taken steps to monitor rooms for the 2015 festival.

In addition to the aforementioned data, for 2015, we will engage a survey vendor that will award a prize to those that participate. This is an added incentive for patrons to participate and gives us a better understanding of our customer.

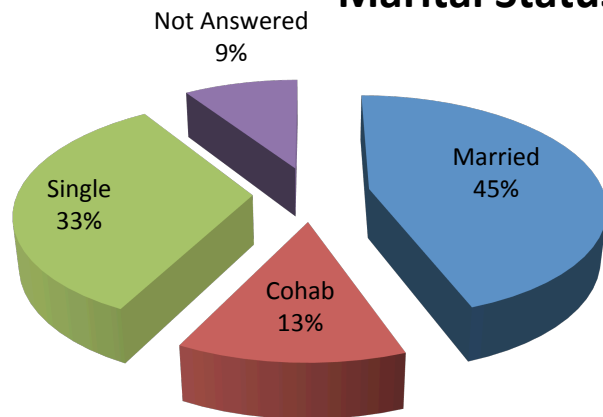
We have made a block booking at the Surprise, Holiday Inn with a confirmed rate for Thunderbird Artist's patrons and artists. The Residence Inn is unable to make a 'special rate' available to us at this time, as they are experiencing a high volume of bookings for February.

As well as our paid print advertising campaign, television, mailer, press releases and newsletter, we are focusing on digital media for the coming season. We are currently in discussions with Showclix, a company that deals in advance ticket sales with a large social media campaign. Our intention is to provide patrons with the opportunity to buy their admission and wine tickets in advance with the incentive of a poster and souvenir wine glass.

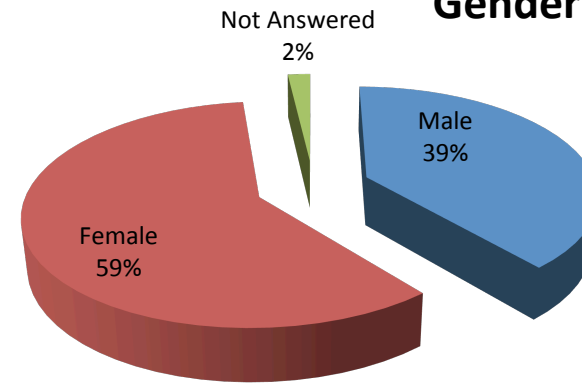
Year over year, we have seen a phenomenal traffic increase of 20% in attendance. This is exciting, as the economy continues to recover. As families occupy previously unoccupied homes, events like the Surprise Festival gives newcomers to the community an opportunity to engage locally. Our event is an additional umbrella which draws families, neighbors, tourists, visitors and newcomers to the Surprise Stadium - the heart of the community. We anticipate that the traffic increase will continue, based on feedback from patrons and artists at the 2014 Surprise Festival and with more than 32 years of experience.

Surprise Fine Art Festival
January 24-26, 2014

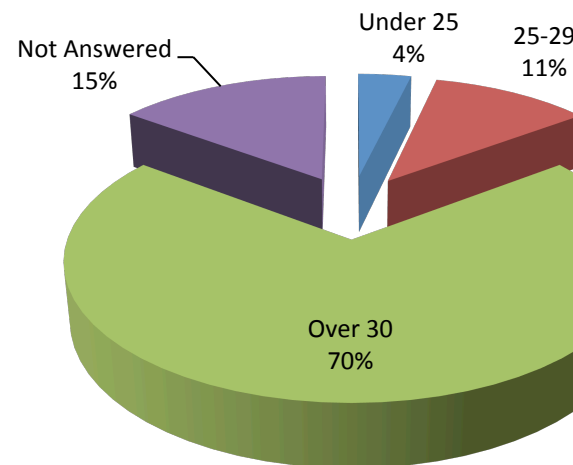
Marital Status



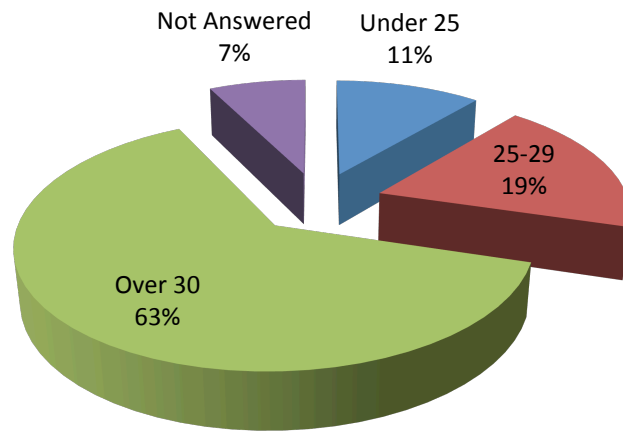
Gender



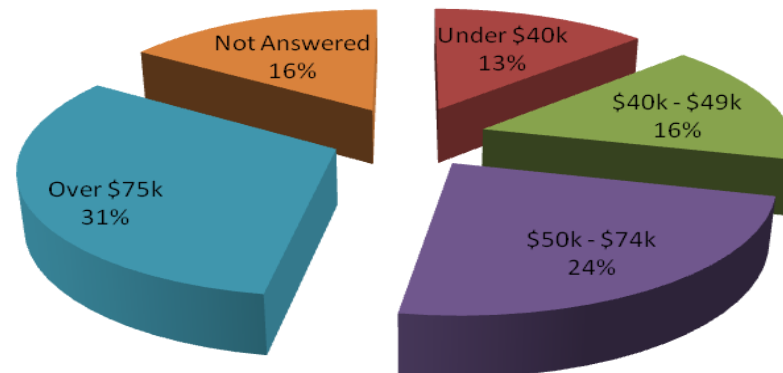
My Age Range



Spouse Age Range

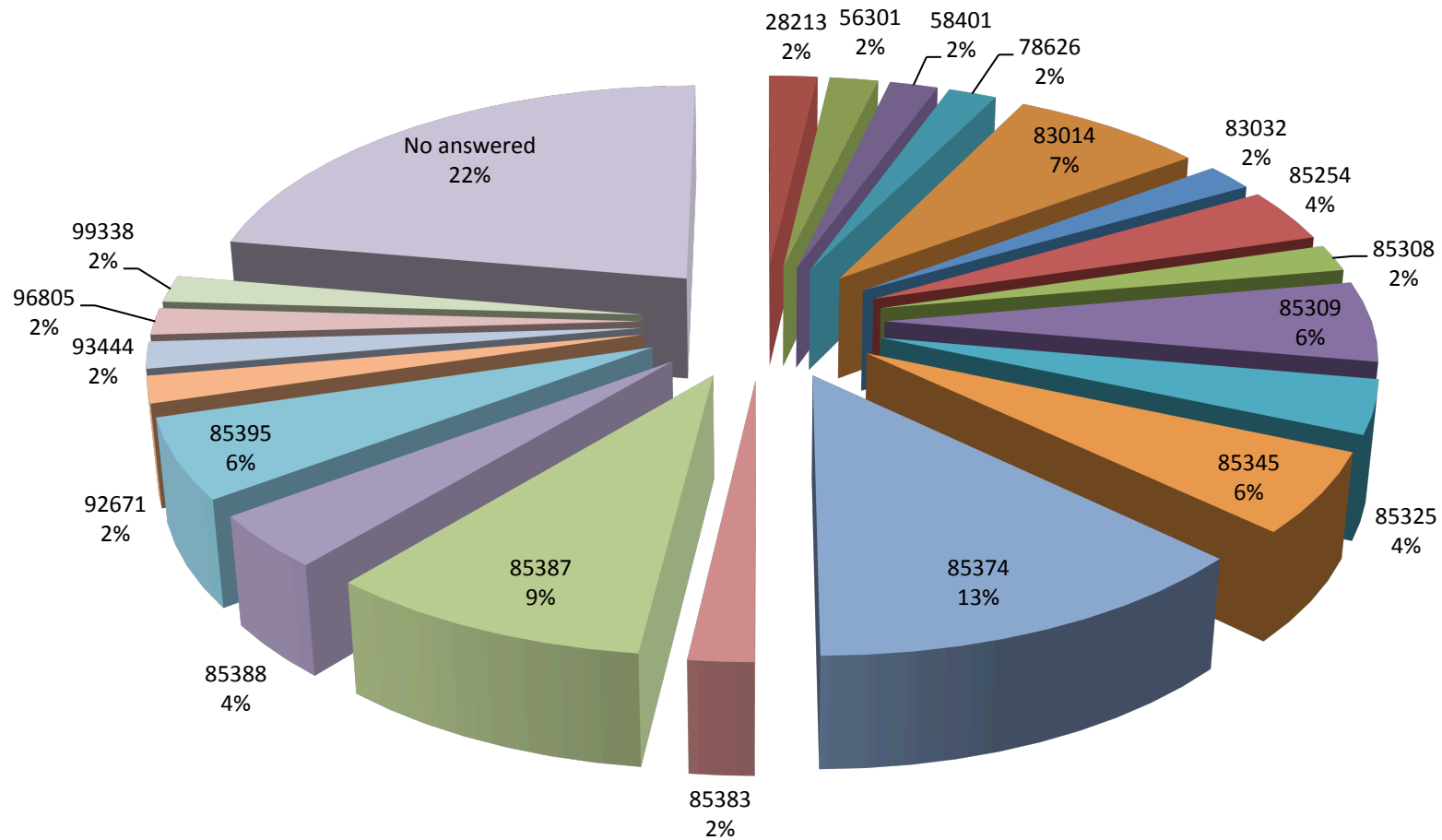


Combined Yearly Income

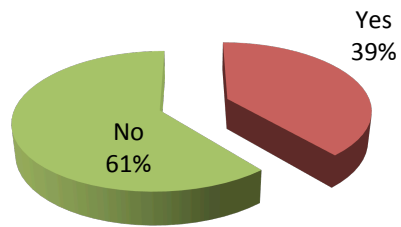


Surprise Fine Art Festival
January 24-26, 2014

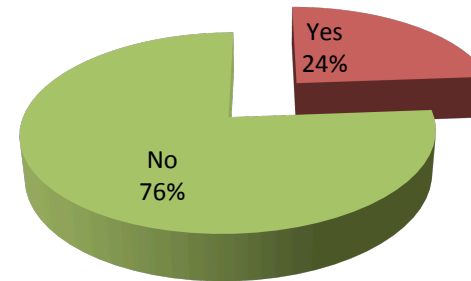
Zip Code



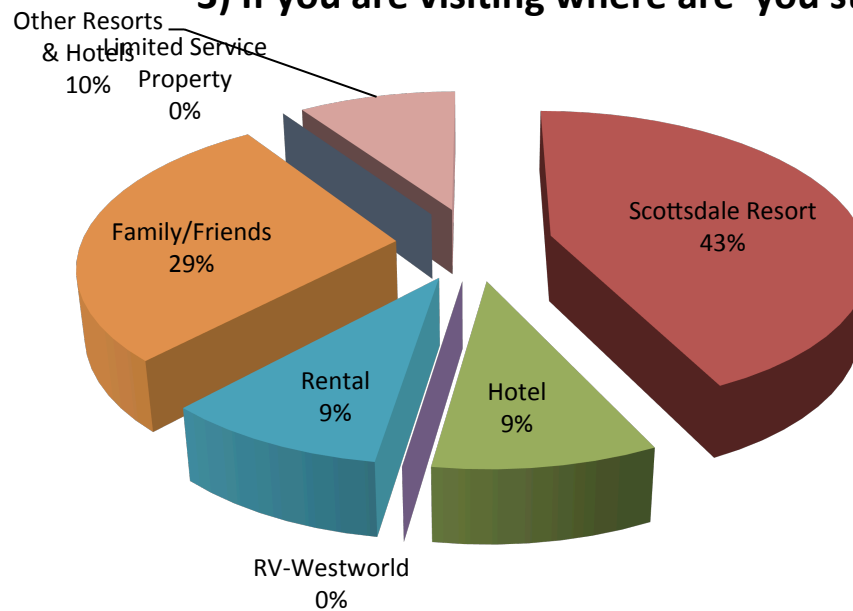
1) Are you attending this event from outside the metropolitan Phoenix area?



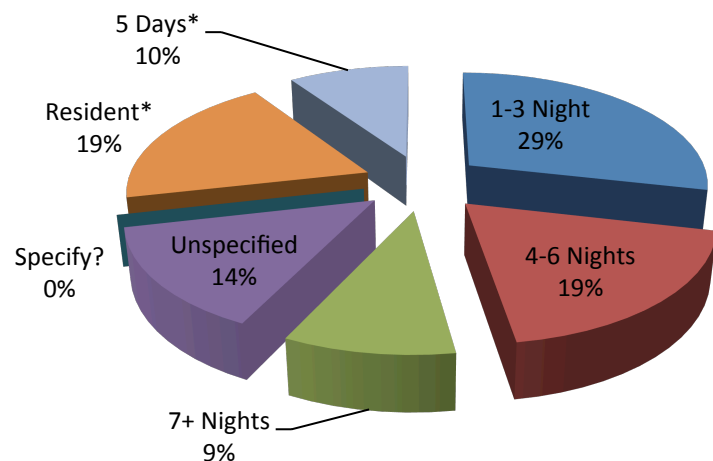
2) Did this event influence your decision of coming?



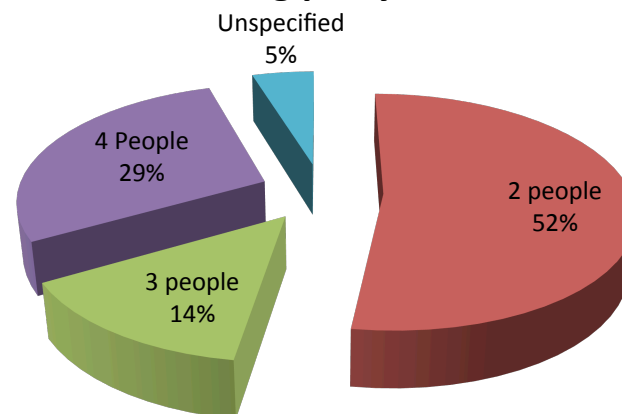
3) If you are visiting where are you staying?



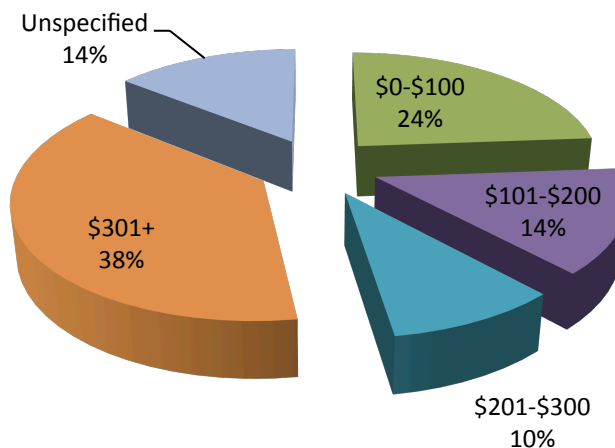
4.) If you are visiting, how many nights are you staying?



5) How many people are in your traveling party?

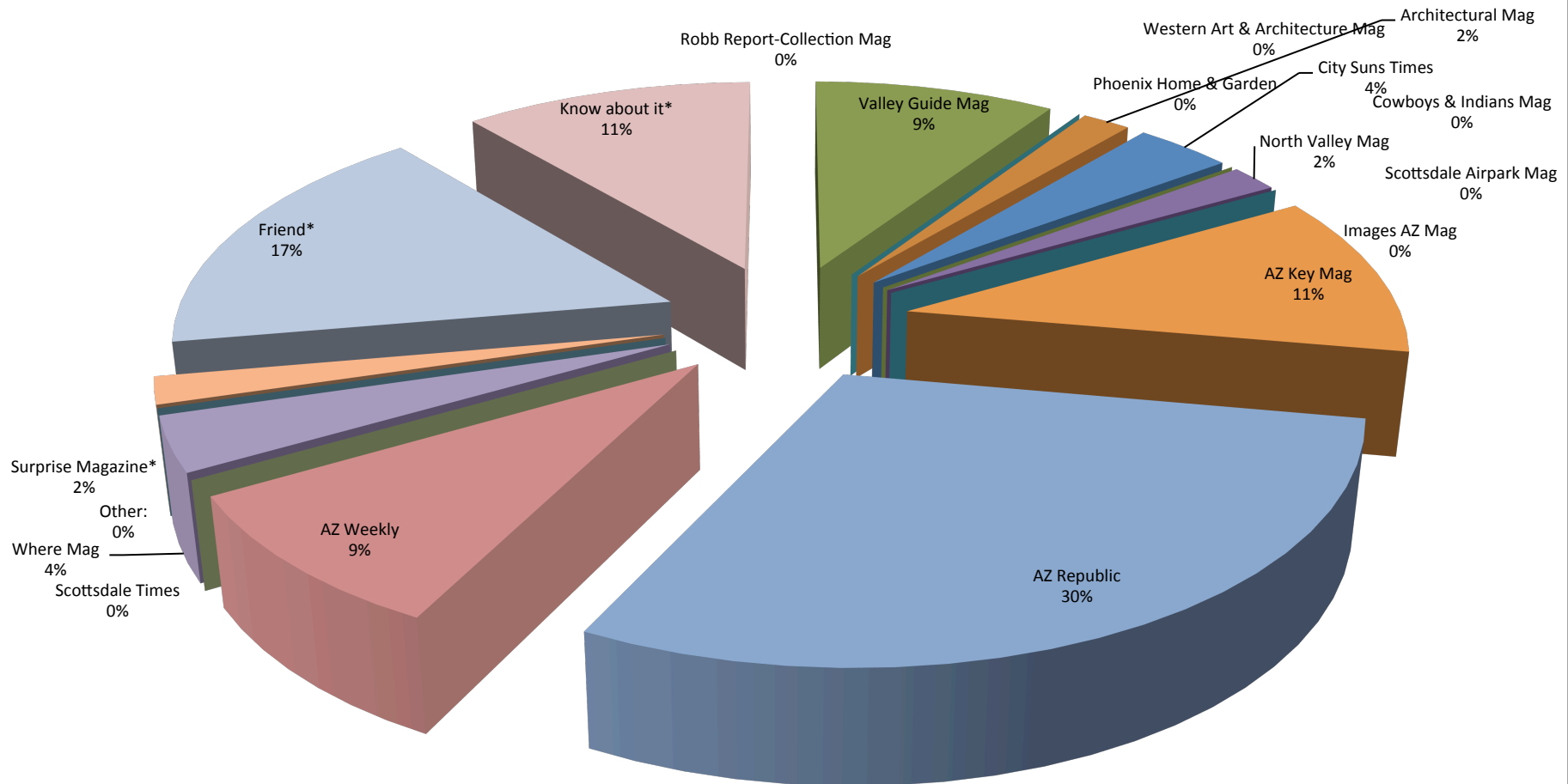


6) What is your travel party's estimated daily spending?



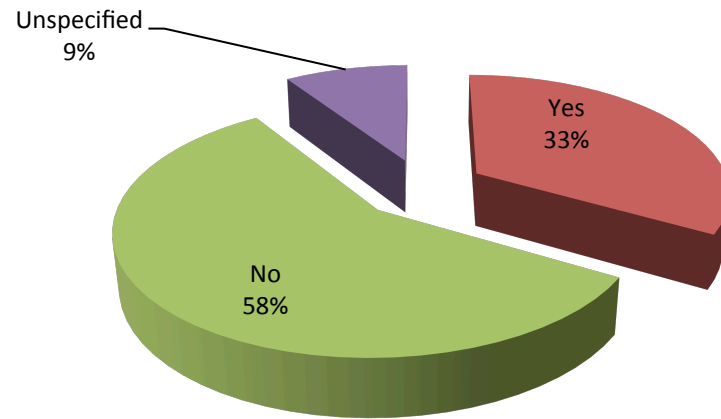
Surprise Fine Art Festival
January 24-26, 2014

7) How did you hear about this event?



Surprise Fine Art Festival
January 24-26, 2014

8) Are you a **business owner?**



RESOLUTION # 2014-95

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS OF \$31,000 FROM CONTINGENCY TO SERVICES IN THE TOURISM FUND FOR THE 2015 THUNDERBIRD ARTISTS SURPRISE FINE ART AND WINE FESTIVAL.

WHEREAS, on January 28, 2010, Ordinance 2010-04 increased the tax on any hotel within the city in the business of charging for lodging and/or lodging space furnished to any transient to 2.52% of gross income;

WHEREAS, the Mayor and Council restricted the use of 1.52% of that tax to the promotion of tourism in the city of Surprise;

WHEREAS, on September 9, 2014, the Tourism Advisory Commission voted to recommend that Council approve of the allocation of tourism funds in an amount not to exceed \$31,000 for expenses for the 2015 Thunderbird Artists Surprise Fine Art and Wine Festival;

WHEREAS, the City of Surprise wishes to authorize the use of \$31,000 of the tourism funds for the 2015 Thunderbird Artists Surprise Fine Art and Wine Festival;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2014 through June 30, 2015.

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 # 2014-95
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.

Tourism Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Services	0	31,000	31,000
Contingency	410,400	(31,000)	379,400
	<u>\$410,400</u>	<u>\$0</u>	<u>\$410,400</u>

The fund changes are as follows:

- The amendment utilizes the tourism fund and reallocates appropriation from contingency to services in the amount of \$31,000 for 2015 Thunderbird Artists Surprise Fine Art and Wine Festival without exceeding the approved total annual budget for FY2015.



CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

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

Council Meeting Date:	October 7, 2014	Contact Person:	Mark A. Coronado, Director - Community & Recreation Services
Submitting Department:	CRS	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing Tourism/Event funding for the 2015 Surprise Big 10/ Pac 12 Collegiate Spring Training Baseball Challenge in an amount not to exceed \$15,000 and amending the budget for FY 2015 as recommended by the Tourism Advisory Commission; Resolution No. 2014-96.

Motion:

I move to approve Resolution No. 2014-96.

Background:

The 2015 Surprise Big 10/ Pac 12 Collegiate Spring Training Baseball Challenge is a 4 day tournament that will take place February 19-22, 2015 and will feature the current number 1 seed, Oregon State, Washington State, University of Oklahoma, University of Utah, University of Kansas, Oklahoma State and Kansas State University. These teams are expected to use 260 rooms during the four-day tournament. The City of Surprise will pay for 2 nights and the schools will pay for the other 2 nights.

Approximate value of team room nights totals \$40,000 - \$45,000. The total estimated economic impact of this sports tourism tournament is \$ 750,000 - \$1 million dollars.

Financial Impact Statement:

This budget amendment utilizes Tourism fund contingency in the amount of \$15,000. The contingency is part of the FY2015 Tourism fund budget of \$676,900. This amendment does not change the total budget amount of the Tourism fund.

ATTACHMENTS:

Click to download

- ☐ [Surprise Big 10 Pac 12 Challenge Schedule](#)
 - ☐ [Room Nights](#)
 - ☐ [Resolution](#)
-

External Attachment Links:

Event Information/Schedule
Resolution

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Mark A. Coronado, Director - Community & Recreation Services

SURPRISE COMPLEX												
TIME		Thursday, February 19, 2015		Friday, February 20, 2015		Saturday, February 21, 2015		TIME		Sunday, February 22, 2015	LOCATION	
12:00 PM	UTAH @ KANSAS STATE			WASHINGTON STATE @ OKLAHOMA STATE		KANSAS @ WASHINGTON STATE		12:00 PM	OKLAHOMA	@	UTAH	PRACTICE FIELD
4:00 PM	OREGON STATE @ OKLAHOMA STATE			KANSAS STATE @ OREGON STATE		OREGON STATE @ OKLAHOMA		12:00 PM	KANSAS	@	OREGON STATE	MAIN STADIUM

SURPRISE BIG 10 / PAC12 CHALLENGE



Room Nights

Big XII Pac12 Challenge	Wednesday Feb. 18	Thursday Feb. 19	Friday Feb. 20	Saturday Feb. 21
Oregon State	20	20	20	20
Kansas	15	15	15	15
Oklahoma	15	15	15	15
Washington State	15	15	15	15
Total Rooms Each Night	65	65	65	65
Total Team Room Nights For Tournament				260

RESOLUTION # 2014-96

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS OF \$15,000 FROM CONTINGENCY TO SERVICES WITHIN THE TOURISM FUND FOR THE 2015 SURPRISE BIG XII PAC 12 CHALLENGE.

WHEREAS, on January 28, 2010, Ordinance 2010-04 increased the tax on any hotel within the city in the business of charging for lodging and/or lodging space furnished to any transient to 2.52% of gross income;

WHEREAS, the Mayor and Council restricted the use of 1.52% of that tax to the promotion of tourism in the city of Surprise;

WHEREAS, on September 9, 2014, the Tourism Advisory Commission voted to recommend that Council approve of the allocation of tourism funds in an amount not to exceed \$15,000 for expenses for the 2015 Surprise Big XII Pac 12 Challenge;

WHEREAS, the City of Surprise wishes to authorize the use of \$15,000 of the tourism funds for the 2015 Surprise Big XII Pac 12 Challenge;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2014 through June 30, 2015.

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 # 2014-96
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.

Tourism Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Services	0	15,000	15,000
Contingency	425,400	(15,000)	410,400
	<u>\$425,400</u>	<u>\$0</u>	<u>\$425,400</u>

The fund changes are as follows:

- The amendment utilizes the tourism fund and reallocates appropriation from contingency to services in the amount of \$15,000 for 2015 Surprise Big XII Pac 12 Challenge without exceeding the approved total annual budget for FY2015.



CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

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

Council Meeting Date:	October 7, 2014	Contact Person:	Janeen K. Gaskins
Submitting Department:	City Mgr	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Discussion and consideration of the Surprise Community Outreach Program, application guidelines and evaluation/selection criteria as set forth in the program application packet.

Motion:

I move to approve the Surprise Community Outreach Program Application Packet.

Background:

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service to citizens of the City of Surprise. Fiscal year 2013-2014 included a funding allocation of \$50,000 which was administered through two rounds of application requests and distributed to ten local agencies. City Staff issued one change order and one deadline extension. FY2013-2014 projects are on track for a final completion date of December 30, 2014. The following is a list of the agencies and their funding allocations for FY2013-2014.

Agency	In-kind	Funding
1 Apostolic Assembly	0	\$3,900
2 Benevilla (*Time extension granted for unspent funds).	\$5,900	\$4,100
3 West Valley Arts Council	0	\$7,500
4 WHAM	0	\$10,000
5 West Valley Conservatory of Ballet	0	\$4,000
6 American Cancer Society	0	\$3,500
7 Friends of the Surprise Libraries	0	\$200
8 West Valley Symphony	0	\$1,800
9 Maricopa Community College Foundation Rio Salado	0	\$4,100
10 St. Vincent De Paul Society	0	\$5,000
Total	\$5,900	\$44,100

Note: Numbers are rounded and do not reflect the exact award amount..

City staff reported having difficulty quantifying the value of in-kind services. City of Surprise's financial system is not set up to accurately determine the true cost associated with staff time and efforts independent from employees daily work schedules. Unanticipated staff time was spent on administering two rounds of funding. Additional efforts to establish accounting and budgeting procedures required

several meetings and modifications. Program participants reported confusion related to the differences between the Community Outreach Program and the HUD-CDBG Public Funds program. The overall project was implemented successfully with reasonable recommendations for improvement.

City Staff conducted a simple review of similar City initiatives and determined the following:

	Average Funding	Award Type	Rounds
1 City of Goodyear	83,000	Cash only	One
2 City of Peoria	190,500	Cash only	One
3 City of Avondale	80,000	Cash only	One
4 City of Surprise	\$50,000	Cash and In-kind	Two

DISCUSSION: It is necessary to initiate a formal process to establish application and selection criteria that would allow adequate time to solicit applications; evaluate, and select organizations for funding approval that can be spent by June 30, 2015. Staff recommends the following schedule for Council consideration and approval:

Date	Action
Early October	Notification sent out to the public
Mid October	Non-Mandatory Pre-application meeting
Mid October – Mid November	Applications due to City Hall
November	Council Subcommittee review of applications November -
December	Council Subcommittee recommendations to Council for approval
June 30, 2015	Projects completed and reimbursement requests submitted.

Once the applications are received, the Grant Administrator will review them to ensure eligibility. The Grant Administrator will forward the eligible applications to the Council Sub-Committee to evaluate applications, select organizations for funding recommendation and determine funding levels. City Staff is requesting that the City Council establish criteria to assist in determining program recommendations. The following criteria are recommendations from the Grants and Community Outreach Program Standing Subcommittee:

Improve program efficiency by awarding the full funding allocation within the first round of application submittals. Application timelines may be extended if necessary.

Improve local community business relations by eliminating city sponsored in-kind services and encouraging applicants to use local businesses for program materials and supplies when possible. This will help mitigate inaccurate value assumptions for staff in-kind and improve reimbursement turn-around times.

Direct applicants to apply for small application requests of \$10,000 or less to the Surprise Community Outreach Program and larger funding application requests of more than \$10,000 to the HUD CDBG Public Fund program.

Provide ranking criteria to guide application uniformity and transparency.

RECOMMENDATION: City Staff recommends that the City Council formally approve a timeline and program evaluation criteria for the Surprise Community Outreach Program.

Financial Impact Statement:

Program funding will be in accordance with City Council's FY2015 approved budget of \$50,000 (21111-121-122-2205-38185-29999).

ATTACHMENTS:

Click to download

- ☐ [Presentation](#)
 - ☐ [Staff Report](#)
 - ☐ [Draft Application with Ranking Option](#)
 - ☐ [Draft Application without Ranking Option](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

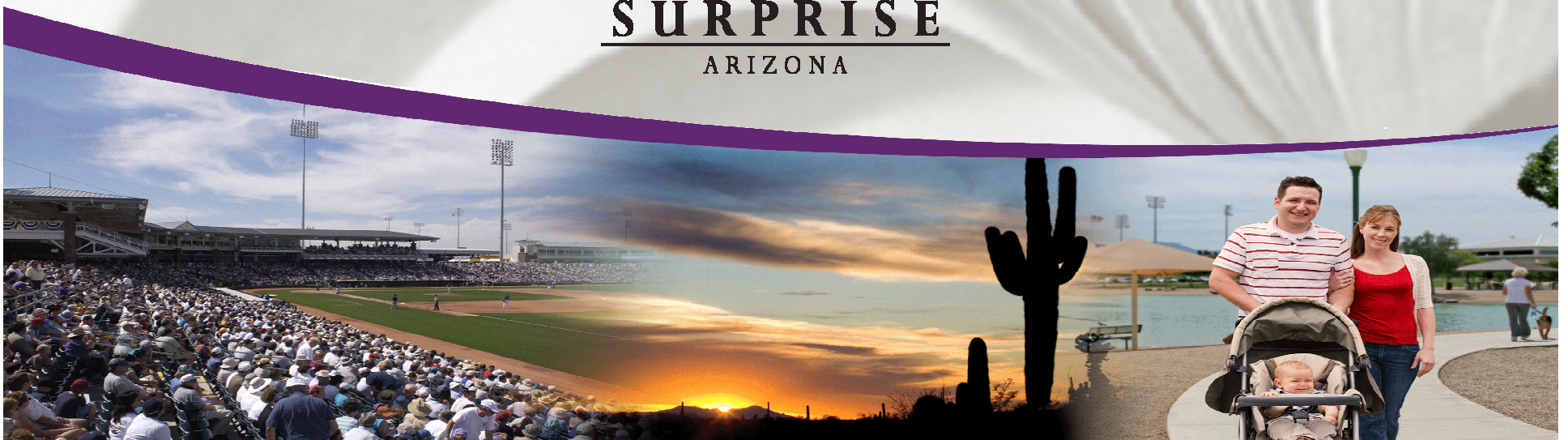
Presentation Speaker Names (spelling and titles for TV captions):

Janeen K. Gaskins, Grant Administrator

Councilman Jim Biundo, Grants and Community Outreach Standing Subcommittee Chairman.

City of Surprise Community Outreach Program

**FY 2014-2015 ROUND THREE
CITY COUNCIL MEETING
TUESDAY, OCTOBER 7, 2014**



Surprise Community Outreach Program

Established by City Council
Supports local 501(c)3s
\$50,000 allocation

Round I & II FY13-14

Funded 10 local non-profits

Difficulty managing in-kind

Overlapping fiscal year

Program 90% complete

HUD program overlapping



Agency	In-kind	Funding
Apostolic Assembly	0	\$3,900
Benevilla *	\$5,947	\$4,053
West Valley Arts Council	0	\$7,500
WHAM	0	\$10,000
West Valley Conservatory of Ballet	0	\$4,000
American Cancer Society	0	\$3,500
Friends of the Surprise Libraries	0	\$240
West Valley Symphony	0	\$1,750
Maricopa Community College Foundation Rio Salado	0	\$4,110
St. Vincent De Paul Society	0	\$5,000
Total	\$5,947	\$44,053

**Time extension granted. Only \$1,620 paid to date.*



What is SCOP?

How did we do?

Round III FY2014-2015

City Council Request

Award Full Funding

One funding round

Eliminate In-kind

Use Local Businesses

SCOP for Small Grants

\$10,000

Ranking criteria 80/20

Applicant Responses

Committee Discussion

Approve Timeline

Complete by 6/30/15

Grants & Community Outreach Subcommittee

Review, Revise and Recommend Program Changes

September 2014

Full City Council

Vote to approval the SCOP Program

October 2014

Grant Administrator

Advertise

Pre-application Meeting

Confirm Eligibility

October 2014

Grants & Community Outreach Subcommittee

Reviews and Ranks Applications

Make Award Recommendations

November 2014

Full City Council

Approves Grant Awards

November 2014

Grant Administrator

Administer Program



City Council Approval Tonight

Questions or Comments?



Any Questions?



TO: Mayor and City Council

FROM: Janeen K. Gaskins, Grant Administrator

THRU: Michael Celaya, Intergovernmental Relations Director

PURPOSE:

City Staff is requesting that the City Council discuss and formally approve a timeline and program evaluation criteria for the Surprise Community Outreach Program.

BACKGROUND:

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service to citizens of the City of Surprise. Fiscal year 2013-2014 included a funding allocation of \$50,000 which was administered through two rounds of application requests and distributed to ten local agencies. City Staff issued one change order and one deadline extension. FY2013-2014 projects are on track for a final completion date of December 30, 2014. The following is a list of the agencies and their funding allocations for FY2013-2014.

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4	WHAM	0	\$10,000
5	West Valley Conservatory of Ballet	0	\$4,000
6	American Cancer Society	0	\$3,500
7	Friends of the Surprise Libraries	0	\$200
8	West Valley Symphony	0	\$1,8000
9	Maricopa Community College Foundation Rio Salado	0	\$4,100
10	St. Vincent De Paul Society	0	\$5,000
	Total	\$5,900	\$44,000

Note: Amounts have been rounded to the nearest 100 and do not reflect actual award amounts.

City staff reported having difficulty quantifying the value of in-kind services. City of Surprise's financial system is not set up to accurately determine the true cost associated with staff time and efforts independent from employees daily work schedules. Unanticipated staff time was spent on administering two rounds of funding. Additional efforts to establish accounting and budgeting procedures required several meetings and modifications. Program participants reported confusion related to the differences between the Community Outreach Program and the HUD-CDBG Public Funds program. The overall project was implemented successfully with reasonable recommendations for improvement.

City Staff conducted a simple review of similar City initiatives and determined the following:

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DISCUSSION:

It is necessary to initiate a formal process to establish application and selection criteria that would allow adequate time to solicit applications; evaluate, and select organizations for funding approval that can be spent by June 30, 2015. Staff recommends the following schedule for Council consideration and approval:

Date	Action
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Once the applications are received, the Grant Administrator will review them to ensure eligibility. The Grant Administrator will forward the eligible applications to the Council Sub-Committee to evaluate applications, select organizations for funding recommendation and determine funding levels. City Staff is requesting that the City Council establish criteria to assist in determining program recommendations. The following criteria are recommendations from the Grants and Community Outreach Program Standing Subcommittee:

- Improve program efficiency by awarding the full funding allocation within the first round of application submittals. Application timelines may be extended if necessary.
- Improve local community business relations by eliminating city sponsored in-kind services and encouraging applicants to use local businesses for program materials and supplies when possible. This will help mitigate inaccurate value assumptions for staff in-kind and improve reimbursement turn-around times.
- Direct applicants to apply for small application requests of \$10,000 or less to the Surprise Community Outreach Program and larger funding application requests of more than \$10,000 to the HUD CDBG Public Fund program.
- Provide ranking criteria to guide application uniformity and transparency. Seeking City Council approval for the ranked application document.

RECOMMENDATION:

City Staff recommends that the City Council formally approve a timeline and program evaluation criteria for the Surprise Community Outreach Program.

Attachments: Ranked and Non-ranked Draft Applications for Council discussion and consideration.



S U R P R I S E

A R I Z O N A

COMMUNITY OUTREACH PROGRAM

GUIDELINES AND APPLICATION

FY 2014-2015



Surprise Community Outreach Program FY2014-2015

The City of Surprise is pleased to announce the Community Outreach Program. The major purpose of the program is to provide funding assistance to organizations within the City of Surprise for programs, events, and activities that enhance the overall lifestyle of the community.

To be considered for the program, applicants must meet eligibility requirements and submit a completed application. The deadline for submitting applications for FY2014-2015 Round Three

Application for Round Three will be accepted through November 26, 2014

Applications must be post-marked or hand-delivered to:

**City Manager's Office
Intergovernmental Relations Division
Attention: Janeen Gaskins
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374**

Applications must be typed, concise, and filled out completely. Applicants who receive an award during one fiscal year must re-apply for consideration for any subsequent rounds of funding.

A non-mandatory pre-application will be available to all applicants. This meeting will include information about the community outreach program and application process. This meeting will be held on:

**Tuesday, October TBD, 2014
11am to 12:00 noon
16000 North Civic Center Plaza
Surprise, Arizona, 85374
4th Floor Atrium Floor**

Official notification will be sent to all applicants following official action by the Surprise City Council. Successful applicants must sign and return the acceptance form before funds are awarded.

Thank you for your interest. For questions about the application or the program, please contact Janeen Gaskins at (623) 222-3624 or janeen.gaskins@surpriseaz.gov.

Guidelines

1. Receipt of an award does not guarantee continued support in subsequent years.
2. Applicants must have enhancement of community lifestyle as their primary mission.
3. Applicant must provide an event, program, or activity that makes Surprise better.
4. The proposed project must take place in the City of Surprise and be open to the public.
5. New applications are required for every round of funding.
6. Applications must include any pertinent financial data, including a proposed budget.
7. Applications must be typed, with an original signatures, and include supporting materials.
8. Late applications will not be accepted.
9. Final reports are due in the City Manager's Intergovernmental Relations Division (IGR) Office within thirty days of the completion of the program/event/activity. Late or incomplete final reports may result hinder an applicant's future funding eligibility.
10. Award recipients will acknowledge the award in all programs, press releases, and other publicity with the following credit line: "_____ is supported by an award from the City of Surprise Community Outreach Program."
11. All applicants agree by accepting the award that all activities surrounding the function will be open to all members of the public and no person shall be denied access to or participation in the events on the basis of race, color, national origin, sex, religion, or disability.
12. Maximum award per applicant will be \$10,000.
13. Funds are provided on an invoice or reimbursement basis; no upfront monies will be distributed.
14. Applicants must provide 501(c) 3 verification, or partner with a 501(c) 3 agency.
15. Project applications must include a copy of the organizations most recent Arizona Corporate Commission annual report.
16. Awarded applicants do not have authority or privileges associated with City sponsorship, donations and/or in-kind not identified within the grant award letter (example: Channel 11, Progress Magazine, rental equipment, etc.).



COMMUNITY OUTREACH PROGRAM
2014-2015 FUNDING APPLICATION

Section 1

Date: _____

Organization Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Contact Person/Title: _____

Proposal Due Date: November 26, 2014

Name of the project/activity for which you are requesting funding: _____

Please indicate the amount of funding you are requesting: \$ _____

Authorized Agency Representative

Title

Date

Section 2

Eligibility Criteria

1. Applicants must provide direct services which improve the health and welfare of Surprise residents.
2. Applicants that received previous funding must be current in their reporting and have submitted timely and accurate reports.
3. Applicants must demonstrate the ability to generate revenue from other sources.

Application Directions

- a. Please provide comprehensive and clear responses to each of the sections below. Respond to all questions, if a question does not apply to your proposal; indicate this by responding “Not Applicable”. Times New Roman or Arial 12 point font and black type must be used. It is preferred that completed applications be emailed to janeen.gaskins@surpriseaz.gov. If it is not possible to email the application, please call Janeen Gaskins at 623.222.3624.
- b. Please respond to the following questions with clear and specific information. The following questions will be ranked on a point system of up to **80 points**.
 1. Provide a brief description of your proposed program/event/activity. Include any previous history, evidence that the event will take place in the City of Surprise, any partnerships with other groups/organization , and why the funds are necessary and how they will be used (no more than one page) **15 points**
 2. Specify the total number of persons expected to be served by this project during the funded year and the number of Surprise residents who will be served (no more than 1/2 page) **10 points**.
 3. Identify one goal and three measurable objectives which will be met by this project (no more than one page). **20 points**
 4. What is the least amount you would be willing to accept and still provide the proposed project? **5 points**
 5. Provide a list of the organization’s board of directors and a copy of the non-profit federal tax status (501 (c) (3) **5 points**
 6. Applicants must complete the budget worksheet in Section 3. **15 points**
 7. Applicants must submit a copy the 501(c) 3, Arizona Corporate Commission status report, W9 Form, and list of the current board members. **10 points**

The City of Surprise reserves the right to reject any and all application and to waive any requirements in an application when it deems it necessary and in the best interest of the City.

Section 3

Budget

SCOP Round Three Expense Report 2014-2015

PROGRAM: Surprise Community Outreach Program (SCOP) 2014-2015

Request \$

Start Date

Other Funds \$

End Date

APPLICANT INFORMATION:

Name:

Program Manager

Address:

Phone Number

Email:

	Date	Original Account #	Adjusted Account #	Description	Cost	SCOP Request	Other Funds	Total
1		For						\$ -
2		Official						-
3		Use						-
4		Only						-
5			For					-
6			Official					-
7			Use					-
8			Only					-
9		For						-
10		Official						-
CEO Signature:							Subtotal	\$ -
						NOTES:	Advances	
							Total	\$ -

Provide a brief justification of all line items on a separate sheet.



S U R P R I S E

A R I Z O N A

COMMUNITY OUTREACH PROGRAM

GUIDELINES AND APPLICATION

FY 2014-2015



Surprise Community Outreach Program FY2014-2015

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COMMUNITY OUTREACH PROGRAM
2014-2015 FUNDING APPLICATION

Section 1

Date: _____

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Authorized Agency Representative

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Budget

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Start Date

Other Funds \$

End Date

APPLICANT INFORMATION:

Name:

Program Manager

Address:

Phone Number

Email:

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3		Use						-
4		Only						-
5			For					-
6			Official					-
7			Use					-
8			Only					-
9		For						-
10		Official						-
CEO Signature:							Subtotal	\$ -
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							Total	\$ -

Provide a brief justification of all line items on a separate sheet.



CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	October 7, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and Action approving a minor amendment to General Plan 2035, Section 6.0, Implementation; Resolution #2014-101.

Motion:

I move to approve Resolution 2014-101.

Background:

The proposed text amendment to Section 6.0, Implimentation, is a minor amendment to the Surprise General Plan 2035, to aid clarity in certain sections and to expedite the completion of the Village Plans required by the Surprise General Plan 2035.

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. The proposed action does not have direct financial impact to the City.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
- ☐ [Resolution 2014-101](#)
- ☐ [Redline Text Amendment](#)

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):

Lloyd Abrams, Long Range Planning
Donna Bronski, Deputy City Attorney



COMMUNITY DEVELOPMENT

Date: October 7, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Director
Lloyd Abrams, Long Range Planning Manager

Re: FS14-315, Minor General Plan Text Amendment to the General Plan 2035

Application Summary

The city is initiating a request for approval of a minor text amendment to the Implementation Chapter of the City of Surprise General Plan 2035, amending the contents of the section to aid in clarity in certain sections and to expedite the completion of the remaining Village plans as set forth in the General Plan.

History

- The General Plan 2035 was adopted by Planning and Zoning Commission on May 2, 2013.
- The General Plan 2035 was adopted by City Council on June 25, 2013
- The General Plan 2035 was ratified by voters on November 5, 2013 with voter approval of 71.8%.
- Planning and Zoning Commission recommended approval of the proposed text amendment to City Council on September 11, 2014

Project Summary

Currently the Implementation Chapter of the General Plan 2035 implies that a developer is required to approach the city with a request to initiate a Village Plan. The minor text amendment will enable the city to initiate the creation of the plan and expedite the Village Planning process.

The text amendment would also allow the General Plan Monitoring Report to be brought forward to one General Plan Summit meeting rather than three meetings, including a summit, Planning and Zoning Commission and City Council. This consolidation of meetings will make for a more efficient use of resources by holding a joint meeting with all parties.

Finally, an explanation of roles and terms is required to provide more clarity for implementation and administration of the General Plan.

Compliance with General Plan

The General Plan 2035 lists criteria to consider when evaluating a general plan amendment. They are:

- a) Whether the proposed amendment is justified by an error in the Surprise General Plan 2035 as originally adopted.
- b) Whether the proposed change is generally consistent with goals, objectives, and other elements of Surprise General Plan 2035.
- c) Whether the proposed change is justified by a change in community conditions or neighborhood characteristics since adoption of the Plan.
- d) Whether the proposed change creates an adverse impact on public facilities and services, including roads, sewers, water supply, drainage, schools, police, fire, and parks, that cannot be reasonably mitigated.
- e) Whether the proposed change creates an adverse impact on landmarks or other historically significant structures or properties that cannot be reasonably mitigated.
- f) Whether development resulting from the proposed change would create an undue adverse impact on surrounding neighborhoods.
- g) Whether the proposed change would have a significant adverse impact on the natural environment, including washes, vegetation, slopes, groundwater, and other significant natural resources that could not be mitigated.
- h) Whether there was a change in city-adopted policies or codes that would justify a change in Surprise General Plan 2035.
- i) The impact of the proposed change on the City's adopted development policies, and the fiscal and operational capacity of the city to provide any services, facilities, or programs that might be required if the change were adopted.

This proposed amendment modifies only the implementation section and does not affect any of the above criteria. It also does not affect any of the 21 elements in the general plan.

Staff Recommendation

Staff recommends approval of FS14-315 a Minor General Plan Amendment to the Implementation Chapter of the General Plan 2035.

RESOLUTION # 2014-101

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ADOPTING A MINOR AMENDMENT TO THE TEXT OF THE IMPLEMENTATION SECTION OF THE GENERAL PLAN 2035 DESIGNED TO CLARIFY CERTAIN PROVISIONS OF IMPLEMENTATION SECTION AND TO EXPEDITE THE COMPLETION OF THE REMAINING VILLAGE PLANS.

WHEREAS, the citizens of surprise approved the general plan 2035 in November of 2013;

WHEREAS, development is returning to areas where village plans have not been adopted;

WHEREAS, it is a Council priority to facilitate orderly and sustainable development within the City of Surprise; and

WHEREAS, the Surprise Planning and Zoning Commission held a hearing and has incorporated, whenever possible, the concerns expressed by all interested persons.

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

Section 1. The City Council hereby amends the General Plan's Section 6.0, Implementation, to read in its entirety as attached hereto as Exhibit A, and the pages following the amendment to be renumbered consecutively.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

Section 1. INTRODUCTION

The Implementation Section identifies actions that are necessary to ensure recommendations of the Surprise General Plan 2035 are carried out effectively. These actions include the development of a yearly monitoring report that provides pertinent information related to effectiveness of the plan policies. The chapter also identifies the creation of a dynamic work plan to track recommended actions, improvements, ordinance and/or code changes, additional planning studies, and other programs and initiatives the City will pursue in achieving the long-term development pattern envisioned in the Surprise General Plan 2035.

Much of plan implementation occurs on a case-by-case basis through review of proposed rezonings, site plans, conditional uses, plats, public improvements, and facilities. Implementation also occurs on a daily basis within the city administration through an ongoing system of analysis, studying the situation, and reaching rational conclusions about community needs and the best courses of city action within the framework established by the Surprise General Plan 2035.

The Surprise General Plan 2035 encourages consistent public and private decisions that will result in logical and sustainable development. To accomplish this, the plan relies on a continuous planning program that overlays traditional plan implementation techniques with a strategic planning perspective.

Section 2. ACTIONS

To ensure ongoing implementation of the Surprise General Plan 2035 as an important, practical, up-to-date, and consistent statement of city policy, the following actions should occur.

2.1. General Plan Monitoring Report

Community Development staff will coordinate with City departments and prepare a Status Report and Work Plan with recommendations regarding the priorities of Surprise General Plan 2035 actions or programs to be funded in the upcoming budget years. The report should be available to the public no later than November 1st of each year and presented at a City Summit held no later than December 1st each year. The status report will include information and analysis regarding the following activities:

- a) Population Changes
- b) Annexations
- c) Development and Redevelopment
- d) Development on Infill
- e) Residential Development
- f) Commercial Development
- g) Preserved Open Space
- h) Employment
- i) Infrastructure Improvements

- j) New Public Facilities
- k) Land Acquisition and Disposal Plans
- l) Summary evaluating the city's progress toward achieving the Surprise General Plan 2035 goals and policies, and implementation of action items and programs.
- m) Staff recommendations regarding future year(s) initiatives and resource/funding for the Surprise General Plan 2035 implementation.

The report will include short-term and long-term actions to guide the ongoing implementation of the Surprise General Plan 2035. The Status Report and Work Plan will be updated immediately following the Summit and the final report and plan presented to City Council no later than March 1st of each year.

This approach to the Surprise General Plan 2035 implementation ensures that the plan remains a dynamic, responsive document and that the City's budget decisions are consistent with the long-term goals of the City's General Plan.

2.2 Procedures and Responsibilities.

It is the responsibility of the City Manager to process all proposed amendments to the general plan or specific plans, whether required by state law, council direction or citizen application. It is the responsibility of the zoning administrator to interpret the general plan and any specific plans adopted in conformance with the general plan and ensure that zoning amendments comply with these documents as applicable.

Any proposed amendments to the general plan or any specific plans will be processed by the Community Development Department in conformance with state law, city ordinance, and the Surprise General Plan. Proposed amendments will be classified as minor or major in conformance with the provisions of this General Plan.

Section 3. GENERAL PLAN AMENDMENTS

3.1 Major Amendments to the General Plan

A major amendment to the Surprise General Plan 2035 is any proposal that would result in a change to the land use plan that would substantially alter the city's planned mixture or balance of uses as established in the Plan's existing Land Use Element. It is important to examine the implications of the project on the cumulative impact on the entire planning area. The criteria for categorizing a proposed amendment to the Surprise General Plan 2035 as a major amendment include determining the relative size and amount of the proposed change. Additionally, the relationship with surrounding land uses and its impact upon major public infrastructure is considered. Any of the following changes constitute a major amendment to the Surprise General Plan 2035:

- a) A change in the Land Use Plan land use designation on 320 or more acres. (See also Section 3.3)
- b) An increase or decrease in the planned number of single family residential

- dwelling units of 500 or more dwelling units.
- c) An increase or decrease in the planned number of multi-family residential dwelling units of 200 or more dwelling units.
 - d) An increase or decrease in the planned number of acres designated for employment (e.g., industrial, office, retail, resort) types of uses of 40 acres or more.
 - e) An increase or decrease in the planned number of acres designated for open space uses of 160 acres or more.
 - f) A change in the basic philosophy of a village (i.e., balance of jobs to population) that impacts the sustainability of the plan.
 - g) Any change in the Land Use Plan designation, on 40 or more acres, from one of the following land use categories to any other category:
 - Residential
 - Commercial
 - Employment.

EXCEPTION: Amendments to the Surprise General Plan 2035 Land Use Element that result in a decrease in land use intensity and are initiated by the property owner will be considered a minor amendment.

3.2 Minor Amendments to the Surprise General Plan 2035

Minor Amendments to the Surprise General Plan 2035 are those changes to the General Plan that are not considered “Major” as defined in Section 3.1 above.

3.3 Change from Rural Residential to Any Other Land Use

Changes from a rural residential land use classifications to any other land use classification will also require the development of a village plan, if one has not already been developed.

3.4 Element Review

Certain sections of the Surprise General Plan 2035 may be subject to more frequent revisions. Goals and policies may require adjustments as community circumstances evolve or implementation experiences lead to refinement of future plans. The village planning efforts may make it necessary to change text and maps. Arizona State Statutes may require the creation of additional elements. Community Development staff will review the elements on a yearly basis to determine if revisions are required.

3.5 Procedure for Surprise General Plan 2035 Amendments

As required by Arizona State Statutes, the City of Surprise will consider major amendments to the Surprise General Plan 2035 once each year. The major amendment applications must be submitted within the same calendar year they are heard and a two-thirds majority vote of the City Council is needed to approve any major amendment. All major amendments will be heard by the City Council in a single public hearing in accordance with state law. In addition, all major amendments must meet the public involvement criteria outlined in the state statutes that reads, “effective, early, and continuous public participation in the development and major amendment of the

Surprise General Plan 2035 from all geographic, ethnic, and economic areas of the municipality.”

Minor amendments:

- a) Do not require 60-day enhanced notification,
- b) Require a single public hearing by the Planning and Zoning Commission, and
- c) May be heard by the City Council any time of the year regardless of the date of application.

3.6 Surprise General Plan 2035 Amendment Content

Proposed plan amendments must address all of the elements, as applicable to the proposed amendment. A thorough evaluation will include, but is not limited to, the following:

- a) Whether the proposed amendment is justified by an error in the Surprise General Plan 2035 as originally adopted.
- b) Whether the proposed change is generally consistent with goals, objectives, and other elements of Surprise General Plan 2035.
- c) Whether the proposed change is justified by a change in community conditions or neighborhood characteristics since adoption of the Plan.
- d) Whether the proposed change creates an adverse impact on public facilities and services, including roads, sewers, water supply, drainage, schools, police, fire, and parks, that cannot be reasonably mitigated.
- e) Whether the proposed change creates an adverse impact on landmarks or other historically significant structures or properties that cannot be reasonably mitigated.
- f) Whether development resulting from the proposed change would create an undue adverse impact on surrounding neighborhoods.
- g) Whether the proposed change would have a significant adverse impact on the natural environment, including washes, vegetation, slopes, groundwater, and other significant natural resources that could not be mitigated.
- h) Whether there was a change in city-adopted policies or codes that would justify a change in Surprise General Plan 2035.
- i) The impact of the proposed change on the City’s adopted development policies, and the fiscal and operational capacity of the City to provide any services, facilities, or programs that might be required if the change were adopted.

Section 4. SPECIFIC PLANS

While the general plan provides overall guidance for the physical development of the City, specific plans are utilized to provide more detailed regulatory guidance for special areas or large developments within the City. Specific plans are generally comprised of a transportation plan, design guidelines, infrastructure plan (water, sewer, or drainage), and an implementation plan pursuant to ARS §9-461.08. The practice of creating policy documents for specific areas within the city or planning area is not uncommon. The City

of Surprise has almost 310 square miles in its planning area. It would be difficult to develop one plan that meets the diverse needs of all of the people who live in the planning area. In Surprise, much of this more detailed, area specific planning will be integrated into the village planning process.

Section 5. VILLAGE PLANS

Whereas Surprise General Plan 2035 is a guide for development on a city-wide basis, the City has divided itself into 9 sections, called villages, allow for a more in depth study of the character and needs of smaller sections of the City. Village plans are a form of specific plan. The village plans provide more detailed information than what is found at the general plan level on issues such as land use, design, transportation, parks, and open space. All village plans and plan amendments must conform to the policies and other provisions set forth in the general plan.

5.1 Village Plan and Master Plan Timing

When a master planned community is proposed in an area that does not have a village plan, Community Development staff will work with the applicant to begin the village planning process. Applicants are expected to work on planning major issues through the village planning process. After major village plan components are complete, the applicant is able to move forward with a general plan and/or rezoning request. Community Development staff will work with the applicant to ensure that the village planning process does not delay the application process. For purposes of this section, a master planned community is defined as any land use to which a development plan applies.

5.2 Village Plan Creation and Adoption

Any landowner, Surprise resident, or the City of Surprise may initiate the creation or amendment of a village plan.

The Planning and Zoning Commission will hold a public hearing on any proposed village plan or amendment to a village plan and will forward it to the City Council with any recommendations. The City Council will hold a public hearing and make a final decision on the proposed plan or plan amendment.

If concurrent plan applications or plan amendments are submitted to the City, city staff will evaluate its current resources and will make a recommendation to the Planning Commission regarding how best to prioritize and address each application. The Planning and Zoning Commission will make a recommendation to the City Council as how to best address each application in light of available resources.

5.3 Village Plan Contents

Village planning considers many of the same issues as the Surprise General Plan 2035. The more limited size of the village allows the village plan to examine issues at a deeper level than a city-wide analysis. All village plans should be developed to include at least the following information.

a) Title Page

- * Name of village plan
- * Village plan File Number
- * Name, address, telephone number, and email of:
 - o Developer/applicant (if applicable)
 - o Contact Person
 - o Document Preparer (if applicable)
- * Date of plan adoption and resolution number
- * Amendments to plan and resolution number
 - o Table of Contents
 - o List of Tables
 - o List of Figures
 - o List of Appendices
 - o Copy of Adopting Resolution
 - o Statement of Purpose

b) Introduction

- * Village description and overview:
 - o Location
 - o Acreage
 - o Basic land use information
 - o Regional Map
 - o Vicinity Map
 - o Site Diagram
 - o Aerial Photo
- * Statement of General Plan Consistency

c) Existing Conditions and Constraints

- * Environmental Conditions and Constraints
- * Circulation, Conditions, and Constraints
- * Utilities, Conditions, and Constraints
- * Property Ownership
- * Relationship to neighboring jurisdictions, regional agencies, and state land uses.

d) Village Plan Elements

The following village plan elements are designed to help provide more specificity to the plans and policies enumerated in the general plan while establishing a vision to guide development within the village. Each village plan should include elements discussing the topics listed in this section. Each topic or element should be further organized to include sections first that describe any general concept or facts that explain the basis for the goals and policies associated with each the element, and any other helpful information (if different from the overall goals and policies for the village as a whole). Each element should include any maps, diagrams, photos or tables helpful to illustrate these concepts.

- * Element 1: Land Use Plan

- o Land Use Categories – description of characteristics of each
- o Land Use Diagram
- o Land Use Table – acreage, development intensity/density, etc.

- * Element 2 - Housing Plan:
 - o Range and mix of densities
 - o Range of housing types
 - o Provisions for housing all socio-economic segments

- * Element 3 - Transportation Plan:
 - o Circulation Plan and Diagram
 - o Street System
 - o Pedestrian/Bike System
 - o Street Sections
 - ❖ Parkways
 - ❖ Arterials
 - ❖ Collectors
 - ❖ Local
 - ❖ Neighborhood alleys and private streets

- * Element 4 - Multi-Modal Provisions/Opportunities/Plans.
 - o Trails
 - o Wash Trails
 - o Bike Routes
 - o Equestrian Trails
 - o Off-Street Paths.
 - o Public landscape, streetscape, community gateways or entrances, neighborhood entries, exterior fences and walls, interior fences, and walls.

- * Element 5 - Streetscape Master Plan
 - o Theme
 - o Species Palette
 - o Furniture and Fixtures

- * Element 6 - Public Facilities, Services, Utilities and Public Safety

For each of the following services or resources the element will include three additional sections: a discussion regarding demand for that service, a plan on how to provide those services, and a discussion of both onsite and off-site improvements needed.

 - o Water - Potable /Non-potable
 - o Wastewater
 - o Storm Drainage
 - o Flood Control
 - o Solid Waste Disposal
 - o Police

- o Fire and Emergency Services
- o Schools
- o Libraries
- o Meeting and Worship Facilities
- o Health Facilities
- o Child Care
- o Utilities (Telephone, cable, gas, electric, wireless. communications)
- o Parks, Recreation, and Open Space
 - ❖ Distribution
 - ❖ Location
 - ❖ Intensity of open space/recreation areas
 - ❖ Relationship to existing/planned facilities
 - ❖ Characteristics and standards
 - Community
 - Neighborhood
 - Mini-parks
 - Trails
- o Resource Management and Conservation Plan
 - ❖ Federal, state, and local statutes
- o Conservation Plan
 - ❖ Wash corridors and other sensitive habitats

e) Design Guidelines

- * Overall design concept
 - o Site planning guidelines (can be broken down by land use)
 - o On-site circulation and access
 - o Building orientation
 - o Walkways
 - o Security provisions
 - o Other site planning guidelines as appropriate
- * Architectural guidelines (can be broken down by land use)
 - o Architectural styles with prototypes/examples
 - o Building massing, articulation, relationships
 - o Materials and colors
 - o Lighting
 - o Paving and furnishings
 - o Other architectural guidelines as appropriate
- * Landscape Guidelines
 - o Gateways and entrances
 - o Right-of-way areas
 - o Perimeter and parking lot landscaping and screening
 - o Plant palette
- * Water conservation
 - o Other landscape guidelines as appropriate
 - o Signage Guidelines (can be broken down by land use)
 - o Description and regulations for various types of signs

- o Lighting Guidelines
- o Buildings
- o Landscaping
- o Parking lots
- o Walkways

5.4 Village Plan Implementation and Administration

Each village plan will include the following provisions:

Statement of Severability:

“If any regulation, condition, or program or portion thereof of the village plan is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the invalidity of such provision shall not affect the validity of the remaining provisions.”

Statement of Priority:

“Village plans are intended to add more specificity to the plans and policies adopted in the general plan. Village plans may not conflict with the adopted general plan. Any apparent conflicts between this village plan and the general plan will be resolved by interpreting the village plan provisions in a way to allow the greater specificity of the village plan without changing or modifying any provision in the approved general plan.”

6.0 Status Report and Work Plan

The Surprise General Plan 2035 includes an ambitious list of goals and policies. Effective implementation of this General Plan will require a periodic prioritization of the goals and actions for funding purposes over the life of the Surprise General Plan 2035. The Status Report and Work Plan and Summit Process described in Section 2.1 will be the guide to achieving the goals of the surprise General Plan 2035.

END OF AMENDMENT

Section 1. INTRODUCTION

The Implementation Section identifies actions that are necessary to ensure recommendations of the Surprise General Plan 2035 are carried out effectively. These actions include the development of a yearly monitoring report that provides pertinent information related to effectiveness of the plan policies. The chapter also identifies the creation of a dynamic work plan to track recommended actions, improvements, ordinance and/or code changes, additional planning studies, and other programs and initiatives the City will pursue in achieving the long-term development pattern envisioned in the Surprise General Plan 2035.

Much of plan implementation occurs on a case-by-case basis through review of proposed rezonings, site plans, conditional uses, plats, public improvements, and facilities. Implementation also occurs on a daily basis within the city administration through an ongoing system of analysis, studying the situation, and reaching rational conclusions about community needs and the best courses of city action within the framework established by the Surprise General Plan 2035.

The Surprise General Plan 2035 encourages consistent public and private decisions that will result in logical and sustainable development. To accomplish this, the plan relies on a continuous planning program that overlays traditional plan implementation techniques with a strategic planning perspective.

Actions

Section 2. ACTIONS

To ensure ongoing implementation of the Surprise General Plan 2035 as an important, practical, up-to-date, and consistent statement of city policy, the following actions should occur.

2.1. General Plan Monitoring Report

~~On an annual basis,~~ Community Development staff will coordinate with City departments and prepare a status report for the Planning and Zoning Commission. The Planning Status Report and Zoning Commission shall forward the report to the City Council with any Work Plan with recommendations regarding the priorities of Surprise General Plan 2035 actions or programs to be funded in the upcoming budget years. The report should be available to the Planning and Zoning Commission public no later than February November 1st of each year. ~~City Council should be provided with Planning and Zoning Commission recommendations no later than April of each year.~~

~~To provide public input into the report, and presented at~~ a City Summit ~~should be held in January. All relevant city departments should participate in the summit and preparation of the report. The plan shall~~ held no later than December 1st each year. The status report will include:

- Information information and analysis regarding the following activities:
 - *a) Population Changes
 - *—Annexation
 - b) Annexations
 - *c) Development and Redevelopment
 - *—Land Consumption
 - *—Development on Vacant Lands
 - *d) Development on Infill Properties
 - e) Residential Development
 - f) Commercial Development
 - *g) Preserved Open Space
 - *—Housing Densities
 - *—Housing Prices
 - *h) Employment
 - *—Retail Sales
 - *i) Infrastructure Improvements
 - *j) New Public Facilities
 - k) Land Acquisition and Disposal Plans
 - *l) Summary evaluating the city's progress toward achieving the Surprise General Plan 2035 goals and policies, and implementation of action items and programs.
 - *m) Staff recommendations regarding future year(s) initiatives and resource/funding for the Surprise General Plan 2035 actions and programs implementation.

The report will include short-term and long-term actions to guide the ongoing implementation of the Surprise General Plan 2035. The Status Report and Work Plan will be updated immediately following the Summit and the final report and plan presented to City Council no later than March 1st of each year.

This approach to the Surprise General Plan 2035 implementation ensures that the plan remains a dynamic, responsive document and that the City's budget decisions are consistent with the long-term goals of the City's General Plan.

2.2 Procedures and Responsibilities.

It is the responsibility of the City Manager to process all proposed amendments to the general plan or specific plans, whether required by state law, council direction or citizen application. It is the responsibility of the zoning administrator to interpret the general plan and any specific plans adopted in conformance with the general plan and ensure that zoning amendments comply with these documents as applicable.

- Any General Plan Amendments

proposed amendments to the general plan or any specific plans will be processed by

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the Community Development Department in conformance with state law, city ordinance, and the Surprise General Plan. Proposed amendments will be classified as minor or major in conformance with the provisions of this General Plan.

Section 3. GENERAL PLAN AMENDMENTS

3.1 Major Amendments to the General Plan

A major amendment to the Surprise General Plan 2035 is any proposal that would result in a change to the land use plan that would substantially alter the city's planned mixture or balance of uses as established in the Plan's existing Land Use Element. It is important to examine the implications of the project on the cumulative impact on the entire planning area. The criteria for categorizing a proposed amendment to the Surprise General Plan 2035 as a major amendment ~~includes~~include determining the relative size and amount of the proposed change. Additionally, ~~the~~ relationship with surrounding land uses and its impact upon major public infrastructure is considered. ~~The~~Any of the following ~~are criteria for determining~~changes constitute a major amendment to the Surprise General Plan 2035:

- a) A change in the Land Use Plan land use designation on 320 or more acres.*
(See also Section 3.3)
- b) An increase or decrease in the planned number of single family residential dwelling units of 500 or more dwelling units.
- c) An increase or decrease in the planned number of multi-family residential dwelling units of 200 or more dwelling units.
- d) An increase or decrease in the planned number of acres designated for employment (e.g., industrial, office, retail, resort) types of uses of 40 acres or more.
- e) An increase or decrease in the planned number of acres designated for open space uses of 160 acres or more.
- f) A change in the basic philosophy of a village (i.e., balance of jobs to population) that impacts the sustainability of the plan.
- g) Any change in the Land Use Plan designation on 40 or more acres, from one of the following land use categories ~~into another that covers 40 acres or more~~to any other category:
 - Residential
 - Commercial
 - Employment.

- **EXCEPTION:** Amendments to the Surprise General Plan 2035 Land Use Element that result in a decrease in land use intensity and are initiated by the property owner will ~~not~~ be considered ~~to be a~~ major minor amendment.

***3.2 Minor Amendments to the Surprise General Plan 2035**

Minor Amendments to the Surprise General Plan 2035 are those changes to the

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General Plan that are not considered “Major” as defined in Section 3.1 above.

3.3 Change from Rural Residential to Any Other Land Use

Changes ~~to~~from a rural residential land use classifications to any other land use classification will also require the development of a village plan, if one has not already been developed.

3.4 Element Review

Certain sections of the Surprise General Plan 2035 may be subject to more frequent revisions. Goals and ~~polices~~policies may require adjustments as community circumstances evolve or implementation experiences lead to refinement of future ~~programs~~plans. The village planning efforts may make it necessary to change text and maps. Arizona State Statutes may require the creation of additional elements. Community Development staff will review the elements on a yearly basis to determine if revisions are required. ~~Revisions that are not purely technical in nature will be processed as a major amendment to Surprise General Plan 2035.~~

Minor Amendments to the Surprise General Plan 2035

~~“Minor Amendments” to the Surprise General Plan 2035 are considered as minor text changes and corrections that do not impact the substantive portions of the land use plan’s mixture or balance.~~

3.5 Procedure for Surprise General Plan 2035 Amendments

~~Per~~As required by Arizona State Statutes, the City of Surprise will consider major amendments to the Surprise General Plan 2035 once each year. The major amendment applications must be submitted within the same calendar year they are heard and a two-thirds majority vote of the City Council is needed to approve ~~them~~any major amendment. All major amendments will be heard by the City Council in a single public hearing in accordance with state law. In addition, all major amendments must meet the public involvement criteria outlined in the state statutes that reads, “effective, early, and continuous public participation in the development and major amendment of the Surprise General Plan 2035 from all geographic, ethnic, and economic areas of the municipality.”

Minor amendments:

- a) Do not require 60-day enhanced notification.
- b) Require a single public hearing by the Planning and Zoning Commission, and
- c) May be heard by the City Council any time of the year regardless of the date of application.

3.6 Surprise General Plan 2035 Amendment Content

~~In considering~~Proposed plan amendments, ~~the proposal will be considered in terms of must address~~ all of the elements, as applicable to the proposed amendment. A thorough evaluation ~~shall~~will include, but is not limited to, the following:

- a) Whether the proposed amendment is justified by an error in the Surprise General Plan 2035 as originally adopted.
- b) Whether the proposed change is generally consistent with goals, objectives, and other elements of Surprise General Plan 2035.
- c) Whether the proposed change is justified by a change in community conditions or neighborhood characteristics since adoption of the Plan.
- d) Whether the proposed change creates an adverse impact on public facilities and services, including roads, sewers, water supply, drainage, schools, police, fire, and parks, that cannot be reasonably mitigated.
- e) Whether the proposed change creates an adverse impact on landmarks or other historically significant structures or properties that cannot be reasonably mitigated.
- f) Whether development resulting from the proposed change would create an undue adverse impact on surrounding neighborhoods.
- g) Whether the proposed change would have a significant adverse impact on the natural environment, including washes, vegetation, slopes, groundwater, and other significant natural resources that could not be mitigated.
- h) Whether there was a change in city-adopted policies or codes that would justify a change in Surprise General Plan 2035.
- i) The impact of the proposed change on the City's adopted development policies, and the fiscal and operational capacity of the cityCity to provide any services, facilities, or programs that might be required if the change were adopted.

Capital Improvement Program (CIP)

~~To ensure that the City's budget decisions are consistent with the Surprise General Plan 2035 and the community has the opportunity to review Surprise General Plan 2035 actions and programs prior to the City Council's budget decisions, a process is established for making recommendations to the City Council on the status of the plan and proposed budget allocations. This approach to the Surprise General Plan 2035 implementation ensures that the plan remains a dynamic, responsive document and that the City's budget decisions are consistent with the long term goals of the City's General Plan. Under Arizona Revised Statutes, the Planning Agency has responsibility to review the CIP to determine whether it conforms to the Surprise General Plan 2035.~~

Property Acquisitions and Dispositions

~~The Planning and Zoning Commission is required to review plans for conformity with the Surprise General Plan 2035 on public real property acquisitions or dispositions, public construction, or vacation of public streets. Acquisitions or abandonments for street widening or alignments of a minor nature are not required to be reviewed by the Planning and Zoning Commission. After receiving a plan, the Planning and Zoning Commission has forty days to comment on such actions.~~

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Village Plans

Section 4. SPECIFIC PLANS

While the general plan provides overall guidance for the physical development of the City, specific plans are utilized to provide more detailed regulatory guidance for special areas or large developments within the City. Specific plans are generally comprised of a transportation plan, design guidelines, infrastructure plan (water, sewer, or drainage), and an implementation plan pursuant to ARS §9-461.08.

~~Whereas Surprise General Plan 2035 is a guide for development on a city-wide basis, village and any other specific plans are guides for specific locations within the city.~~ The practice of creating policy documents for specific areas within the city or planning area is not uncommon. The City of Surprise has almost 310 square miles in its planning area. It would be difficult to develop one plan that meets the diverse needs of all of the people who live in the planning area. ~~The village plans provide~~ In Surprise, much of this more detailed information on issues such as land use, design, transportation, parks, and open space than what is found at the general plan level, area specific planning will be integrated into the village planning process.

Section 5. VILLAGE PLANS

Whereas Surprise General Plan 2035 is a guide for development on a city-wide basis, the City has divided itself into 9 sections, called villages, allow for a more in depth study of the character and needs of smaller sections of the City. Village plans are a form of specific plan. The village plans provide more detailed information than what is found at the general plan level on issues such as land use, design, transportation, parks, and open space. All village plans and plan amendments must conform to the policies and other provisions set forth in the general plan.

5.1 Village Plan and Master Plan Timing

When a ~~proposed~~ master planned community is proposed in an area that does not have a village plan, Community Development staff will work with the applicant to begin the village planning process. Applicants are expected to work on planning major issues through the village planning process. After major village plan components are complete, the applicant is able to move forward with a general plan and/or rezoning request. Community Development staff will work with the applicant to ensure that the village planning process does not delay the application process. For purposes of this section, a master planned community is defined as any land use to which a development plan applies.

5.2 Village Plan Creation and Adoption

Any landowner, Surprise resident, or the City of Surprise may initiate the creation or amendment of a village plan.

The Planning and Zoning Commission will hold a public hearing on any proposed village plan or amendment to a village plan and will forward it to the City Council with any recommendations. The City Council will hold a public hearing and make a final decision

on the proposed plan or plan amendment.

If concurrent plan applications or plan amendments are submitted to the City, city staff will evaluate its current resources and will make a recommendation to the Planning Commission regarding how best to prioritize and address each application. The Planning and Zoning Commission will make a recommendation to the City Council as how to best address each application in light of available resources.

5.3 Village Plan Contents

Village planning considers many of the same issues as the Surprise General Plan 2035. The more limited size of the village allows the village plan to examine issues at a deeper level than a city-wide analysis. All village plans should be developed to include at least the following information:

- a) Title Page
 - * Name of village plan
 - Village Plan
 - * Village Plan File Number
 - * Name, address, telephone number, and email of:
 - *o Developer/applicant (if applicable)
 - *o Contact Person
 - *o Document Preparer (if applicable)
 - * Date of plan adoption and resolution number
 - * Amendments to plan and resolution number
 - o Table of Contents
 - o List of Tables
 - o List of Figures
 - o List of Appendices
 - o Copy of Adopting Resolution
 - o Statement of Purpose
 - Introduction Summary of proposed project, including:
 - b) Village description and overview:
 - *o Location
 - *o Acreage
 - *o Basic land use information
 - * Range of issues
 - * Summary of preparation process (Public Participation)
- Introduction
- What is a Village Plan?
 - Purpose of Village Plan, including relationship to:
 - General Plan
 - Village Concept (City of Surprise)

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- ~~Project specifics including:~~
 - * ~~Project description and overview~~
 - ~~Location including:~~
 - ~~Written description~~
 - o ~~Regional Map~~
 - o ~~Vicinity Map~~
 - o ~~Site Diagram~~
 - o ~~Aerial Photo~~
 - ~~City vision and goals~~
 - ~~Guiding and planning principles~~
 - ~~Planning process~~
 - ~~* Statement of General Plan Consistency~~
 - ~~Future projects require consistency with the Village Plan. Include a statement stating that any future site plans, plats, and other plans and uses must be consistent with the Village Plan.~~
 - ~~Village Plan Organization.~~

c) Existing Conditions and Constraints

- ~~Project Location~~
- ~~Regional and local setting~~
- ~~Maps showing applicable sections of:~~
 - ~~General Plan designations/boundary~~
- ~~Zoning~~
 - ~~Any other relevant maps~~
- ~~Existing Site Conditions and Constraints~~
 - ~~* Existing Environmental Conditions and Constraints~~
 - ~~* Existing Circulation, Conditions, and Constraints~~
 - ~~* Existing Utilities, Conditions, and Constraints~~
 - ~~* Property Ownership~~
 - ~~* Relationship to General Plan, other planning documents, and neighboring jurisdictions, regional agencies, and state land uses.~~

d) Village Plan Elements

The following village plan elements are designed to help provide more specificity to the plans and policies enumerated in the general plan while establishing a vision to guide development within the village. Each village plan should include elements discussing the topics listed in this section. Each topic or element should be further organized to include sections first that describe any general concept or facts that explain the basis for the goals and policies associated with each the element, and any other helpful information (if different from the overall goals and policies for the village as a whole). Each element should include any maps, diagrams, photos or tables helpful to illustrate these concepts.

- ~~* Element 1: Land Use Plan~~
- ~~Land Use Concept~~

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- Objectives
- Goals and Policies
 - Land Use Categories – description of characteristics of each
 - Mixed Use
- Residential
- Commercial – Retail and Office
- Industrial
- Institutional, including Public Services and Schools, Parks, Landscape Corridors, and other Open Space
- Other Land Uses
 - Land Use Diagram
 - Land Use Table – acreage, development intensity/density, etc.-

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* Element 2 - Housing Plan:

- Concept
- Objectives
- Goals and Policies
- Description of concept and specifics
 - Range and mix of densities
 - Range of housing types
 - Provisions for housing all socio-economic segments

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* Element 3 - Transportation Plan:

- Concept
- Objectives
- Goals and Policies
- Circulation Diagram
- Ultimate circulation network
- General circulation system
- Street Pattern
 - Circulation Plan and Diagram
 - Street System
 - Pedestrian/Bike System
 - Street Sections
 - Parkways
 - Arterials
 - Collectors
 - Local
 - Neighborhood alleys and private streets

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* Element 4 - Multi-Modal Provisions/Opportunities/Plans.

- Trails
- Wash Trails
- Bike Routes

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- o Equestrian Trails
- o Off-Street Paths.
- o Public landscape, streetscape, community gateways or entrances, neighborhood entries, — exterior fences and walls, — interior fences, and walls.

* Element 5 - Streetscape Master Plan

- o Theme
- o Species Palate
- o Furniture and Fixtures

* Element 6 - Public Facilities, Services, and Utilities and Public Safety

For each of the following services or resources the element will include three additional sections: a discussion regarding demand for that service, a plan on how to provide those services, and a discussion of both onsite and off-site improvements needed.

• Water

- o - Potable /Non-potable

• Demand

• Objectives

• Policies

• Plan

• On and offsite improvements

• o Wastewater

• Demand

• Objectives

• Policies

• Plan

• On and offsite improvements

• o Storm Drainage

• Demand

• Objectives

• Policies

• Plan

• On and offsite improvements

• o Flood Control

• Demand

• Objectives

• Policies

• Plan

• On and offsite improvements

• o Solid Waste Disposal

• Demand

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- Objectives
- Policies
- Plan
- On and offsite improvements
- 0 Police
 - Demand
 - Objectives
 - Policies
 - Plan
 - On and offsite improvements
- 0 Fire and Emergency Services
 - Demand
 - Objectives
 - Policies
 - Plan
 - On and offsite improvements
- 0 Schools
 - Demand
 - Objectives
 - Policies
 - Plan
 - On and offsite improvements
- 0 Libraries
 - Demand
 - Objectives
 - Policies
 - Plan
 - On and offsite improvements
- 0 Meeting and Worship Facilities
 - Demand
 - Objectives
 - Policies
 - Plan
 - On and offsite improvements
- 0 Health Facilities
 - Demand
 - Objectives
 - Policies
 - Plan
 - On and offsite improvements
- 0 Child Care
 - Demand
 - Objectives
 - Policies

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- ~~Plan~~
- ~~On and offsite improvements~~
- 0 Utilities (Telephone, cable, gas, electric, wireless. communications)
 - ~~Demand~~
 - ~~Objectives~~
 - ~~Policies~~
 - ~~Plan~~
 - ~~On and offsite improvements~~
- 0 Parks, Recreation, and Open Space
 - ~~Concept~~
 - ~~Objectives~~
 - ~~Goals and Policies~~
 - ~~Master Plan~~
 - ❖ Distribution
 - ❖ Location
 - ❖ Intensity of open space/recreation areas
 - ❖ Relationship to existing/planned facilities
 - ❖ Characteristics and standards
 - ■ Community
 - ■ Neighborhood
 - ■ Mini-parks
 - ■ Trails
- 0 Resource Management and Conservation Plan
 - ~~Concept~~
 - ~~Objectives~~
 - ~~Policies~~
 - ❖ Federal, state, and local statutes
- 0 Conservation Plan
 - ❖ Wash corridors and other sensitive habitats

e) Design Guidelines

- * Overall design concept
 - 0 Site planning guidelines (can be broken down by land use)
 - 0 On-site circulation and access
 - 0 Building orientation
 - 0 Walkways
 - 0 Security provisions
 - 0 Other site planning guidelines as appropriate
- * Architectural guidelines (can be broken down by land use)
 - 0 Architectural styles with prototypes/examples
 - 0 Building massing, articulation, relationships
 - 0 Materials and colors
 - 0 Lighting
 - 0 Paving and furnishings

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- o Other architectural guidelines as appropriate
- * Landscape Guidelines
 - o Gateways and entrances
 - o Right-of-way areas
 - o Perimeter and parking lot landscaping and screening
 - o Plant palette
- * Water conservation
 - o Other landscape guidelines as appropriate
 - o Signage Guidelines (can be broken down by land use)
 - o Description and regulations for various types of signs
 - o Lighting Guidelines
 - o Buildings
 - o Landscaping
 - o Parking lots
 - o Walkways

Implementation and Administration

- 5.4 Village Plan Implementation and Administration
 - Description of process for adoption of the Village Plan
 - Description of process for concurrent applications
 - General Plan Amendment
 - Zoning
 - Development Agreement
 - Annexation
 - Description of process for subsequent entitlement review, including:
 - Planned Developments
 - Preliminary Plats
 - Site Plans
 - Description of process for appeals, amendments, minor adjustments
 - Description of interpretation/enforcement
 - Responsibility of Community Development Director
 - Appeal to Planning and Zoning Commission

Each village plan will include the following provisions:

- Statement of ~~severability~~ Severability:
- "If any regulation, condition, or program or portion thereof of the ~~Village Plan~~ village plan is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the invalidity of such provision shall not affect the validity of the remaining provisions."
- Statement of indemnity Priority:

- ~~The Village Plan applicant shall indemnify, defend, and hold harmless the City of Surprise, its agents, officers, and employees from any and all claims, actions, or proceedings against the City of Surprise, its agents, officers, and employees to attack, set aside, void, or annul any approval by the City of Surprise and its advisory agency, appeal board, or a legislative body concerning the Village Plan and its related document(s)."~~
- ~~Public Facilities Implementation Program~~
 - ~~Overview~~
 - ~~Regulations/policies~~
 - ~~Public works projects~~
- ~~Capital Improvement Program and Phasing~~
 - ~~Community Facilities Districts (if applicable)~~
 - ~~Overall financing policies.~~

Adoption of Village Plans

"Village plans are intended to add more specificity to the plans and policies adopted in the general plan. Village plans may not conflict with the adopted general plan. Any apparent conflicts between this village plan and the general plan will be resolved by interpreting the village plan provisions in a way to allow the greater specificity of the village plan without changing or modifying any provision in the approved general plan."

6.0 Status Report and

~~The Planning and Zoning Commission will hold a public hearing on any proposed village plan. The Planning and Zoning Commission shall forward to the City Council the proposed plan with any recommendations. The City Council will hold a public hearing and make a final decision of the proposed plan.~~

General Plan Work Program Plan

~~The Surprise General Plan 2035 includes an ambitious list of goals and policies. Given the large number of policies and actions and the limited resources that may be available to the city, it is not possible to fund every action and program in the plan all at once. Effective implementation of this General Plan will require a periodic process to prioritize prioritization of the goals and actions and programs to determine the priority for funding specific actions and programs each year purposes over the life of the Surprise General Plan 2035. The Status Report and Work Plan and Summit Process described in Section 2.1 will be the guide to achieving the goals of the surprise General Plan 2035.~~

~~Community Development staff will prepare and implement a coordinated Work Program of short-term and long-term actions to guide the ongoing implementation of Surprise General Plan 2035. A yearly update to the work program will be presented to City Council at the beginning of each fiscal year. The work plan will be adopted separately from Surprise General Plan 2035.~~

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~~Surprise General Plan 2035 policies provide guidance for future City ordinances, regulations, specific plans, and other plans. Surprise General Plan 2035 policies influence decisions on the annual city budget priorities and the Capital Improvements Program (CIP). The plan is the impetus for City departments to coordinate on a variety of plans and projects. The Implementation chapter outlines the specific action strategies for~~
END OF AMENDMENT

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CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

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

Council Meeting Date:	October 7, 2014	Contact Person:	Chris Boyd, Community Development
Submitting Department:	CD	District:	Internal
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action on an agreement with Michael J. Baker, Inc. to develop the Village 5 Plan in the amount of \$216,979 with additional city related costs of approximately \$5,000 for a total FY2015 budget amendment in the amount of \$222,000; Resolution 2014-102.

Motion:

I move to approve Resolution 2014-102.

Background:

The General Plan 2035 identifies a ‘Village Planning Strategy’ that focuses on improving the long-term environmental, economical, and social health of the City—making it a more sustainable community. The City Council approved the commencement of Village Plans on January 8, 2009. This Strategy is a key component of the State-mandated Growth Element of the General Plan 2035 and a requirement of the General Plan’s Implementation Chapter. It establishes Goals and Policies that provide action items for developing an attractive, livable, sustainable community.

Financial Impact Statement:

The agreement will require an amendment that reallocates budget authority within the general fund for community development in the amount of \$222,000 for the design and development of Village 5 plan without exceeding the approved total annual budget for FY2015.

ATTACHMENTS:

Click to download

- ☐ [Staff Report \(updated 10/02/14\)](#)
 - ☐ [Village 5 Location Map](#)
 - ☐ [Resolution](#)
 - ☐ [Presentation](#)
 - ☐ [Signed Contract](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Lloyd Abrams, Long Range Planning Manager



COMMUNITY DEVELOPMENT

Date: October 7, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Director
Lloyd Abrams, Long Range Planning Manager
Jackie Keller, Planner
jackie.keller@surpriseaz.com, 623-222-3153

Re: **FS14-365, Village 5 Plan**

Introduction/History

The *General Plan 2035* identifies a 'Village Planning Strategy' that focuses on improving the long-term environmental, economical, and social health of the City—making it a more sustainable community. The City Council approved the commencement of Village Plans on January 8, 2009. This Strategy is a key component of the State-mandated Growth Element of the *General Plan 2035* and a requirement of the General Plan's Implementation Chapter. It establishes Goals and Policies that provide action items for developing an attractive, livable, sustainable community.

Each Village will be carefully planned to integrate its neighborhood components within a functional, unique setting based on its location, physical characteristics and natural environment, and adjoining land uses. The main planning characteristics will be to create:

- Mixed-use activity centers to foster proper job-housing balance;
- Improved regional transportation systems;
- Pedestrian-friendly districts that are neighborhood- and community-based; and
- A synergy with the City as a whole that results in a high-quality living environment.

The *Village 1 Plan* was completed and approved by City Council September 9, 2010 and focuses on the civic, economic, and cultural center of Surprise. The Vision and development direction for Village 1 was identified as a place for Entrepreneurship, Education, and Entertainment.

The *Village 3 Plan* was completed and approved by City Council September 27, 2011 and focuses on anticipated development to be in conservation with the scenic foothills, undeveloped desert, and wildlife habitat surrounding the White Tank Mountains. The Vision of Village 3 is one of natural ecosystem preservation, contiguous open space and trail connectivity, protection of viewsheds, resort development, and tourism.

This report reviews the overall scope and initiation of the Village 5 Plan planning process that will identify the Vision, Goals, and character of Village 5.

Location

Village 5 is located between Dysart Road and 203rd Avenue/Grand Avenue; and between Dove Valley Road and Deer Valley Road/Loop 303. It is bisected by two east-west features, the Beardsley Canal and the Central Arizona Project canal, with natural desert washes and small mountain ranges generally running northwest-southeast.

Planning Process

The Village 5 Plan is intended to provide the framework for guiding the future development of Village 5. The plan for Village 5 will be based on themes that strengthen Village 5's location and physical characteristics—creating a new, attractive neighborhood destination with regional connectivity and public spaces that will benefit the entire Surprise community.

In order to respond to the concerns of stakeholders and the community, regarding the future of Village 5, the Village 5 Plan will contain new policies intended to provide guidance to all City of Surprise residents, businesses, property owners, developers, staff, and elected and appointed officials when projects are submitted for review in the future.

If approved, the City will enter into an agreement with a professional consulting firm to develop the Village 5 Plan. The attached Work Plan identifies an aggressive schedule that includes base data collection, relevant plans review, a community outreach program, plan alternatives development, a preferred plan development, and a final plan document including (but not limited to) a Streetscape Master Plan, Design Guidelines, and an Implementation and Administration Element by the end of August 2015.

A key milestone will be the consensus for the Preferred Plan that will include the preferred land use element which will provide the basis for a General Plan 2035 Amendment by the end of March 2015.

The Village 5 website will be updated regularly and contain meeting dates and brief summaries of project milestones and community meetings. Updates of the village planning process will be provided to the Planning and Zoning Commission and City Council at key milestones as indicated on the project schedule.

Future Steps

Begin the Village 5 Plan process by initiating the base data collection and community/stakeholder outreach. Update the Village Plan website as part of the public outreach to include community meeting dates and a brief summary of the planning process and schedule.

Recommendation

No action necessary.

Attachments:

1. Village 5 Boundary Map
2. Village 5 Work Plan (Scope of Work, Schedule, Budget)

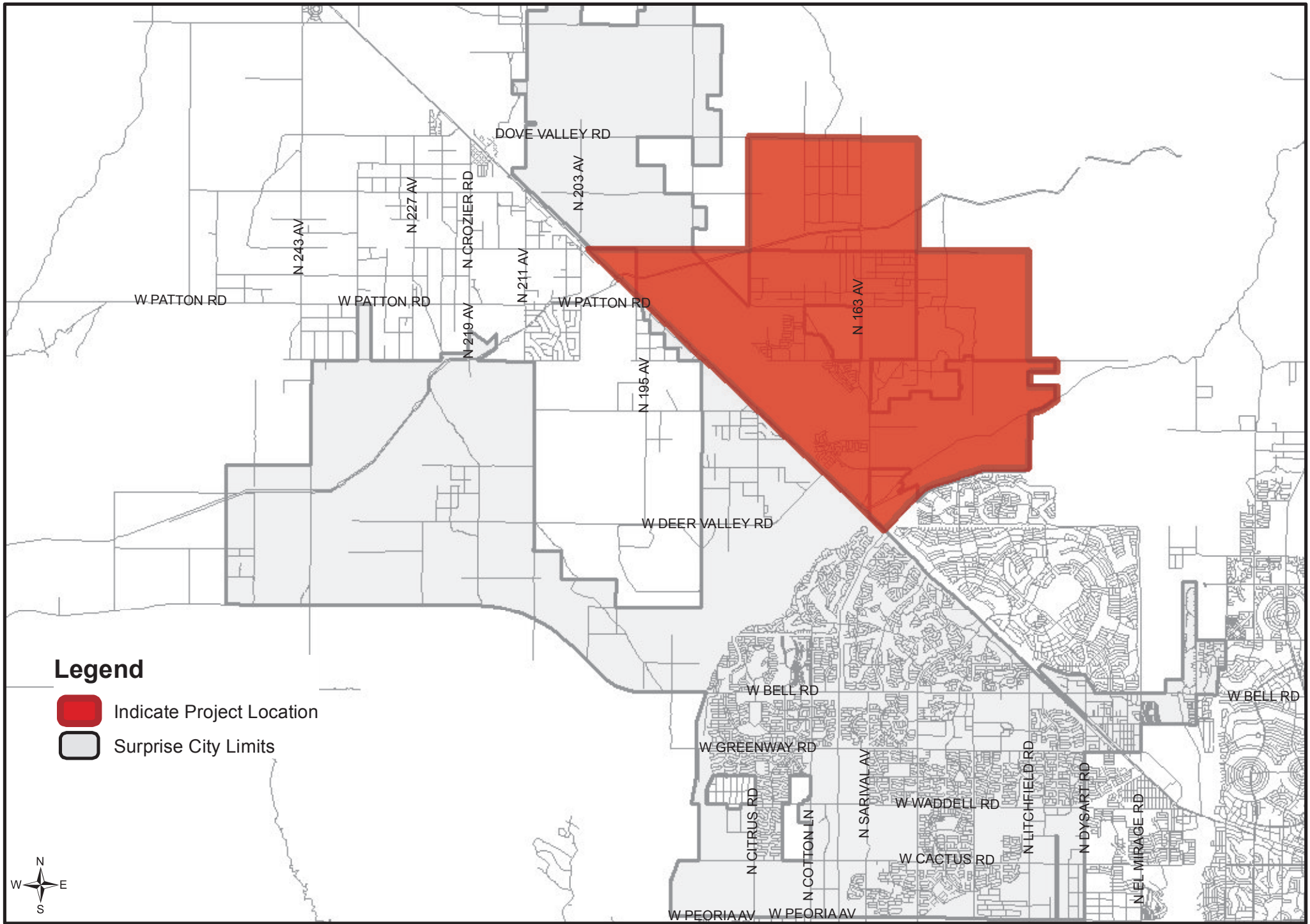


EXHIBIT #2

Project: Village 5

RESOLUTION # 2014-102

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2015 BUDGET BY REALLOCATING APPROPRIATIONS OF \$222,000 FROM PERSONNEL TO SERVICES WITHIN THE GENERAL FUND FOR THE DESIGN AND DEVELOPMENT OF THE VILLAGE 5 PLAN.

WHEREAS, the city needs Council approval to enter into a contract with Michael J. Baker, Inc. in the amount of \$217,000 for the development of the Village 5 plan;

WHEREAS, the city needs an additional \$5,000 for city related costs to complete the development for a total cost of \$222,000;

WHEREAS, the design and development of the Village 5 plan requires the use of a consultant;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2014 through June 30, 2015.

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 # 2014-102
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.

General Fund Community Development	Current Appropriation	Increase (Decrease)	Amended Appropriation
Personnel	\$3,757,900	(\$222,000)	\$3,535,900
Services	243,700	222,000	465,700
	<u>\$4,001,600</u>	<u>\$0</u>	<u>\$4,001,600</u>

The amendment reallocates budget authority within the general fund for community development in the amount of \$222,000 for the design and development of Village 5 plan without exceeding the approved total annual budget for FY2014.

Village 5 Plan Contract

City Council Meeting

October 7, 2014



Village Planning Strategy

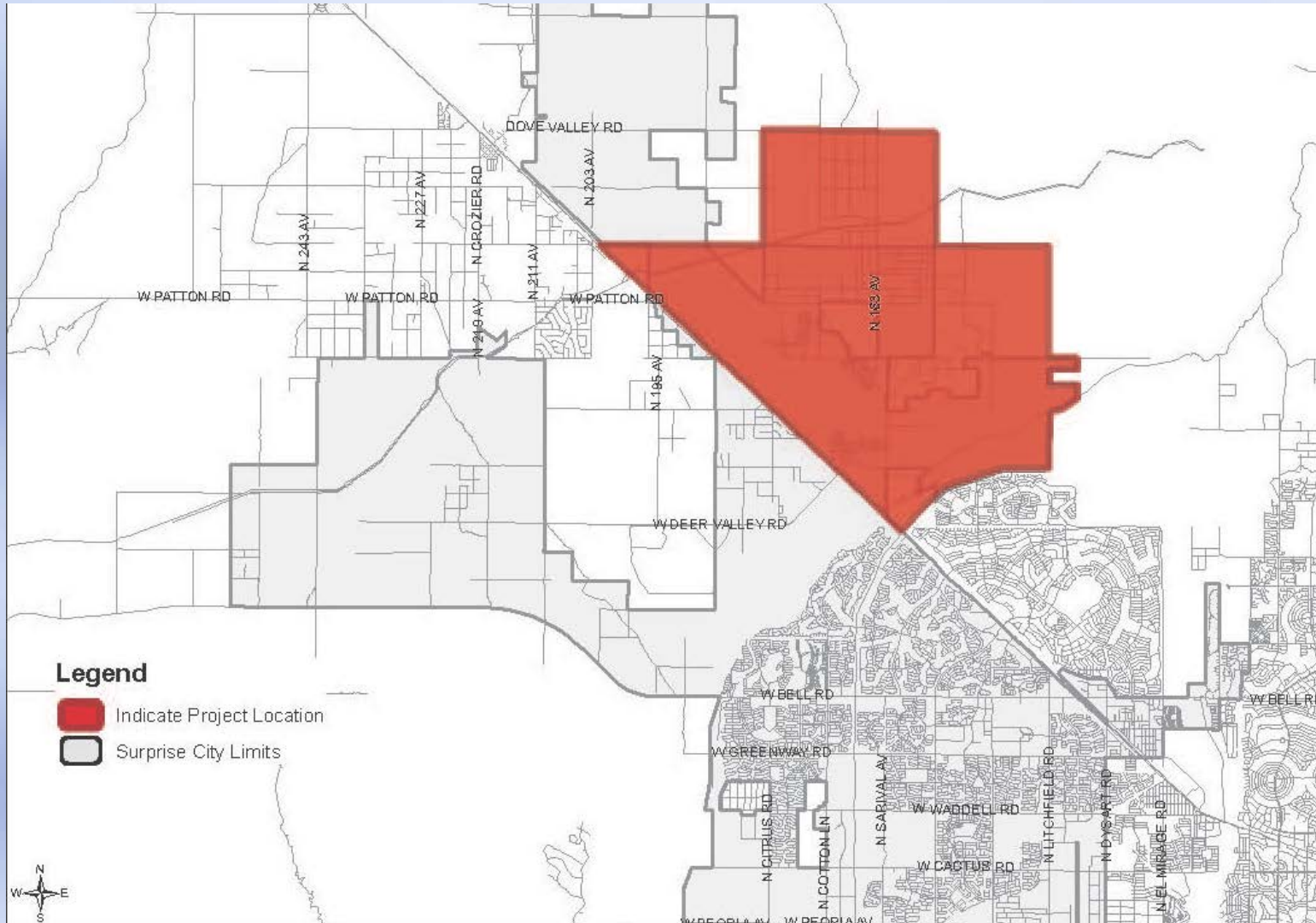
To establish Goals and Policies that provide action items for developing an attractive, livable, sustainable community.

- City Council approved the commencement of Village Plans on January 8, 2009
- Are a key component of the State-mandated Growth Element of the General Plan 2035
- Are a requirement of the General Plan's Implementation Chapter

Village Planning Strategy

- Mixed-use activity centers to foster proper job-housing balance
- Improved regional transportation systems
- Pedestrian-friendly districts that are neighborhood- and community-based
- A synergy with the City as a whole that results in a high-quality living environment

Planning Area



Scope of Project

- **Phase I – Project Initiation**
 - Data Gathering, Initial Stakeholder/Public Outreach, Existing Conditions Analyses, Technical Summit
- **Phase II – Creating the Vision**
 - Alternative Plans and Preferred Plan Development; Fiscal Impact Analysis
- **Phase III – Draft Village Plan**
- **Phase IV – Final Plan Development**

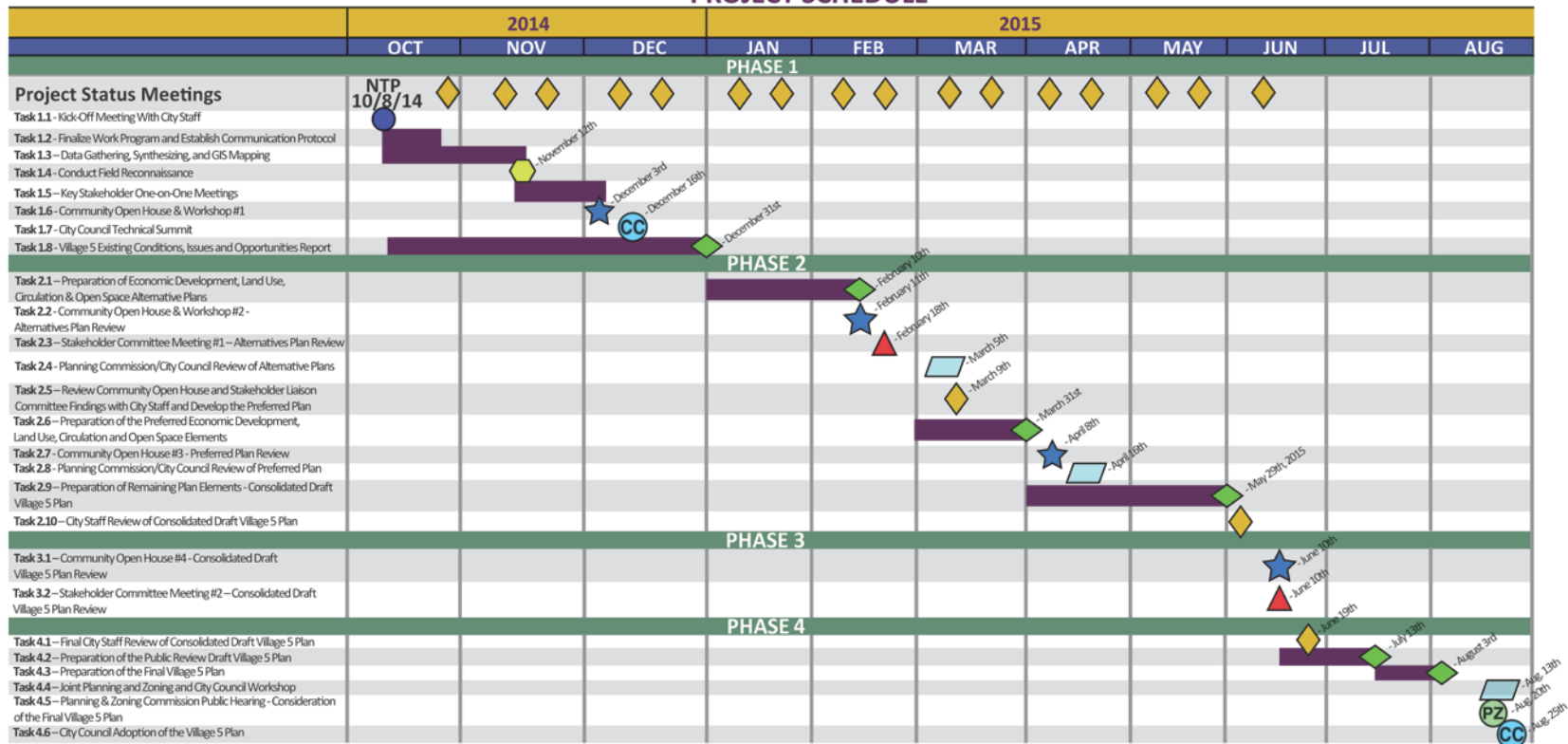
Preliminary Project Schedule

Phasing	Estimated Start Date	Estimated Completion Date
Phase I – Project Initiation	10/8/2014	12/31/2014
Phase II – Creating the Vision	1/1/2015	5/29/2015
Phase III – Draft Village Plan	6/1/2015	6/10/2015
Phase IV – Final Plan Development	6/11/2015	8/25/2015

Preliminary Project Schedule

Surprise Village 5 Plan

PROJECT SCHEDULE



◆ Project Status Meetings (Baker + City Staff)

● Staff Kickoff Meeting

▲ Stakeholder Committee Meeting

★ Community Open House

● Field Reconnaissance

● Planning Commission Meeting

● City Council Meeting

▭ Joint Commission/Council Workshop

◆ Plan/Report Submittal

Questions or Comments?



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SURPRISE, ARIZONA
AND
MICHAEL BAKER INTERNATIONAL
Agreement Number: COS14-022**

THIS AGREEMENT is made between the CITY OF SURPRISE, an Arizona municipal corporation (the "City") and MICHAEL BAKER INTERNATIONAL, (the "Contractor"). City and Contractor agree as follows:

1. Term of Agreement. This Agreement is effective as of the date the last party executes the Agreement. The term of this Agreement will end on 11/1/2015.
2. Scope of Work. The Contractor will provide the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein. Contractor must meet the firm dates as shown in the Scope of Work, but may generally meet the interim dates shown on the Project Schedule marked as Exhibit B and incorporated by reference herein. Delays outside the control of the contractor caused by the City or City Staff, natural or human caused disasters that disrupt contractor's timely performance, or acts of terrorism or war, will be cause for a negotiated schedule extension.
3. Compensation. The City will pay the Contractor actual labor in an amount not to exceed a maximum price of Two Hundred and Seventeen Thousand Dollars (\$217,000.00) for the Services as set forth in the attached Fee Estimate marked as Exhibit C and incorporated by reference herein, and Scope of Work (Exhibit A).
4. Payments. The City will pay the Contractor subject to the Contractor submitting an invoice to the City for each requested payment. Invoices will itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment. Upon approval of the invoice, the City will pay to the named Contractor in the Agreement unless otherwise indicated herein. City shall pay Contractor for services rendered no more than forty five (45) days after City's receipt of Contractor's properly prepared invoice.
5. Ownership of Documents. All documents prepared and submitted to the City by the Contractor pursuant to this Agreement will be the property of the City. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Contractor, shall be at City's sole risk and without liability or legal exposure to Contractor. City agrees to hold Contractor harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Contractor consents in writing to such reuse.

6. Contractor Personnel. The Contractor will provide adequate, experienced personnel, capable of completing the Services to be performed under this Agreement.
7. Licenses; Materials. The Contractor must maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, including City of Surprise business license. The City has no obligation to provide the Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or /material to the Contractor.
8. Performance Warranty. The Contractor warrants that the Services rendered will conform to the requirements of this Agreement and meet the standard of care as further described in paragraph 10.
9. Standard of Professionalism. Contractor shall perform its services in accordance with the standard of care of similar professionals providing similar services in the area and shall be performed to the reasonable satisfaction of City ("Standard of Care").

10. Insurance.

10.1. General.

10.1.1. Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor must purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

10.1.2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

10.2. Insurance Requirements.

10.2.1. Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

10.2.2. The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

10.3. Minimum Scope and Limits of Insurance: Contractor must provide coverage with limits of liability not less than those stated below.

10.3.1. Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

The policy must be endorsed to include the following additional insured language: ***“The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

Policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

10.3.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)

\$1,000,000

The policy must be endorsed to include the following additional insured language: ***"The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

Policy must contain a waiver of subrogation against the City, as departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

10.3.3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

Policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

10.3.4. Professional Liability (Errors and Omissions Liability)

Each Claim \$ 500,000

Annual Aggregate \$1,000,000

a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy will precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

b. The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

10.4. Additional Insurance Requirements: The policies will include, or be endorsed to include, the following provisions:

The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees wherever additional insured status is required. Such additional insured will be covered to the full limits

of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.

The Contractor's insurance coverage will be primary insurance with respect to all other available sources. Coverage provided by the Contractor may not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.5. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and may not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given from the Contractor to the City. Such notice must be sent directly to the City Procurement.

10.6. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

10.7. Verification of Coverage: Contractor will furnish the City with a declarations page of the liability insurance policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied.

All certificates and endorsements are to be received and approved by the City's Procurement department before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement must be sent directly to the City Procurement division. The City project/contract number, if applicable, and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

10.8. Subcontractors. Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to the minimum requirements identified above.

10.9. Approval. Any modification or variation from the *insurance requirements* in this Agreement will be made by the City, whose decision is final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

11. Indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the City and each council member, officer, board, commission, officers, officials, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or professional services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
12. Applicable Law; Venue. In the performance of this Agreement, the Contractor will abide by and conform to any and all laws of the United States, State of Arizona and City of Surprise, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement is governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.
13. Termination; Cancellation.
- 13.1. For City's Convenience. This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, the Contractor will be paid for all services performed to the termination date excepting those services for which City has a reasonable dispute. This includes failure to meet the Deadlines included in the Scope of Work (Exhibit A).
- 13.2. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement subject.
- 13.3. Fund Appropriation Contingency. The Contractor understands that the continuation of this Agreement is subject to the budget of the City providing for

the contract item as an expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future; as such assurance would be a legislative and policy determination. Should the funding of the Agreement not be approved the City may terminate this Agreement.

14. Miscellaneous.

- 14.1. Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Contractor, its employees or subcontractors. The Contractor, and not the City, will determine the time of its performance of the services provided under this Agreement so long as the Contractor meets the requirements of its agreed scope of work as set forth in Section 2 above. The Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and the Contractor do not intend to nor will they combine business operations under this Agreement.
- 14.2. Laws and Regulations. The Contractor must keep fully informed and will at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work and Contractor shall be entitled to an equitable adjustment of its fee, time for completion, or both.
- 14.3. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
- 14.4. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
- 14.5. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent

jurisdiction will not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

- 14.6. Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.
- 14.7. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
- 14.8. Assignment. No right or interest in this Agreement may be assigned by the Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of the Contractor may be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by the Contractor in violation of this provision is a breach of this Agreement by the Contractor. Notwithstanding the foregoing, Contractor may without the prior approval of City, assign any moneys due or to become due the Contractor under this Agreement.
- 14.9. Subcontracts. No subcontract may be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.
- 14.10. Rights and Remedies. No provision in this Agreement may be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, will not release the Contractor from

any responsibilities or obligations imposed by this Agreement or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

- 14.11. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.
- 14.12. Liens. All materials or services must be free of all liens and, if the City requests, a formal release of all liens must be delivered to the City.
- 14.13. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement must be in writing. Notices will be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

To the City: City of Surprise
 16000 North Civic Center Plaza
 Surprise, Arizona 85374-7470
 Facsimile: 623-222-Click here to enter text.
 Attn: City Manager

With Copy to: Surprise City Attorney's Office
 16000 North Civic Center Plaza
 Surprise, Arizona 85374-7470
 Facsimile: 623-222-1101

If to Contractor: Michael Baker International
 2929 N. Central Suite 800
 Phoenix 85012
 Attn: Kevin Kugler

Notices are deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying

all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party will mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14. Confidentiality of Records. The Contractor must establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement will not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. The Contractor also agrees that any information pertaining to individual persons will not be divulged other than to employees, agents or officers of the Contractor as needed for the performance of duties under this Agreement. The preceding restriction shall not apply to information which is in the public domain, was previously known to Contractor, was acquired by Contractor from others who have no confidential relationship to City with respect to same, or which, through no fault of Contractor, comes into the public domain. Contractor shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. Contractor shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify City in writing of the demand for information before Contractor responds to such demand.

14.15. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which will be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in 16.13. Within ten (10) days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely will be deemed as a waiver of any objection and any remedy against the City for disclosure. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the

requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments, provided Contractor is given notice of said request by City as required by this section. This provision will survive the termination of this Agreement.

14.16. Conflicting Terms. In the event of a conflict between the Exhibits and this Agreement, the terms of this Agreement will govern.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date the last party signs.

For the "City"

CITY OF SURPRISE

By: _____
Bob Wingenroth, City Manager

Date: _____

For the "Contractor"

By:  _____
Doug Plasencia

Title: Vice President

Date: 10/2/2014

By: _____
Department Director

Date: _____

APPROVED AS TO FORM:

City Attorney's Office

Exhibit A - Scope of Work

The purpose of this Scope of Work is to develop a specific plan for the Village 5 area that focuses on the long-term environmental, economic, and social health of the Village 5 area—at a greater level of detail than the General Plan 2035. It will include strategies to carefully plan and integrate neighborhoods into functional, sustainable land uses and land use relationships; as well as create a unique character based on Village 5's location and natural and physical qualities.

The Baker Team Work Program reflects each of City staff's desired steps, but is amplified in areas to address the full scope of services to successfully conduct this Village 5 Plan.

The goal of the following deadlines is to meet the General Plan major amendment deadline as well as the Village 5 Plan Adoption deadline as indicated in the Project Schedule.

PHASE I - PROJECT INITIATION

Task 1.1 – Kick-Off Meeting with City Staff

The Baker Team will prepare for and meet with the City Manager, City Project Manager, other select City Staff and any elected official (if so directed by staff) to discuss the Village 5 work plan, identify and share important City objectives, review the project timeline and key milestones, identify members of the Stakeholder Committee as well as outline the responsibilities of the various members of the Baker Team. We will also seek to obtain copies of all relevant documents and studies completed on behalf of the City and other relevant agencies and service providers in electronic or hard copy format.

A meeting agenda will be prepared in advance for city distribution.

Deliverables: Meeting Summary Report
Inventory of Relevant Document and Reports

Task 1.2 – Finalize Work Program and Establish Communication Protocol

Based on the input and dialogue expressed at the Kick-off Meeting, the Baker Team will review and revise the scope of work and any budget adjustments, if required, in collaboration with the City Project Manager and other staff as needed. A refined project schedule, including City Staff and Baker Team meetings, key milestones, and public meeting dates, will also be prepared.

Deliverables: Final Work Plan
Updated Project Schedule

Task 1.3 – Data Gathering, Synthesizing, and GIS Mapping

This task includes gathering, reviewing, and synthesizing all existing available and relevant reports, technical studies, GIS data, maps etc. as identified in Task 1.1. Sources of data from the City of Surprise, adjacent cities, Maricopa County, MAG, ASLD, utility and service providers and other surrounding jurisdictional agencies will be obtained. The City of Surprise will provide electronic copies of all

available approved development PAD's (also including ongoing entitlement efforts), site plans, subdivision plats and/or other development occurrences within Village 5. Documents and data will also be acquired relevant to growth projections, market conditions as outlined in Task 1.8 B. Task includes meetings, telephonic and/or email correspondence with relevant service providers and agencies (as needed) to ensure that the background reports are current and relevant or select concepts are fully understood, to the greatest extent feasible.

All new or updated data derived from these background technical studies relative to land uses, zoning, land ownership, open space and trails, transportation, housing, water resources, utilities and other key elements will be organized and compiled in a GIS format by Baker's experienced GIS staff. Baker GIS staff will confer with Surprise GIS staff to discuss file transfer and file deliverable protocol. GIS base mapping will then form the framework for other product deliverables, as described below.

Deliverables: GIS Map Atlas
Data Collection Log

Task 1.4 - Conduct Field Reconnaissance

A field tour of Village 5 will be conducted by City Staff with the Baker Team. The Baker Team will collaborate with the City to prepare an itinerary that addresses pertinent land use, transportation, infrastructure, public facility, economic development and other characteristics of the Village and adjacent areas that need to be included in the Village 5 Plan process. At a minimum, this will include opportunities for land use types, open space, village centers, public facilities, planned development projects, development types and characteristics, as well as areas that may represent desired characteristics of Village 5 to be preserved and/or enhanced. The Baker Team will work with City Staff to plan the logistics for the tour. City vehicles will be utilized for the field tour. Following the tour, the Baker Team will prepare a summary memorandum highlighting key observations.

Deliverables: Field Notes and Memo of Key Observations

Task 1.5 – Key Stakeholder One-on-One Meetings

Early one-on-one meetings with key stakeholders will be conducted in collaboration with City staff. All conversations will be transparent with a summary of key takeaways from each meeting documented and included in the Consolidated Draft Village 5 Plan Appendix. Accordingly, the Baker Team will conduct up to twelve (12) one-on-one meetings with staff-identified stakeholders that may include elected officials, appointed officials, select city staff members or other priority project stakeholders. The Baker Team will review topics of interest to each stakeholder individually and identify their respective priorities and project objectives and issues for the Village 5 Plan process. This task includes preparation of meeting questions for review by staff prior to each meeting. A minimum of two members of the Baker Team will be in attendance at each meeting. It is assumed that these meetings will be held at Surprise City Hall. City staff will attempt to schedule as many of these meetings in succession as possible (up to 6 in one day).

Deliverables: Meeting questions tailored to each meeting participant (up to 12)
Meeting Summary Report for each meeting (up to 12)

Task 1.6 - Community Open House/Workshop #1

It is important to provide the Village 5 community – those who are affected by policy actions – an opportunity to participate in the formation of a comprehensive vision for Village 5. There are several key goals of the kick-off community workshop. In addition to introducing the overall project to the community and providing existing conditions information, the workshop will engage the community in a discussion about its assets, issues, and values as understood by the community. A data collection “station”, Treasures, Challenges and Visions Post-it note exercise and visual preference survey using hand-held polling devices will be used to obtain feedback and guidance from the community. The visual preference survey that includes a variety of different architectural, streetscape, public space and wayfinding images. Electronic handheld polling devices will be used to ascertain community preferences for design and aesthetics; the polling devices provide instantaneous input from the community that help guide dialogue and work toward consensus. Discussion summary is provided by the Baker Team at the end of the meeting, which details key themes and character images/themes that emerged. As common interests are defined, the creation of a series of draft guiding principals will be developed in the group setting.

The Baker Team will collaborate with City staff to refine the contents and approach of the workshop exercises. The Baker Team will work with City staff to coordinate a possible workshop in tandem with the ongoing Parks and Recreation Master Plan effort also being conducted by the City. The Baker Team will prepare a black and white display advertisement for meeting notification purposes. City staff will be responsible for identifying and securing a meeting location and meeting notification procedures, including distribution of the advertisement in local print media, social media, e-mail blasts to interested citizens or other notification methods as deemed appropriate by City staff.

Deliverables: PowerPoint Presentation
Meeting announcement/brochure
Preparation and creation of up to 8 presentation boards/maps
Meeting summary report
Sign in sheet
Comment forms and handouts as needed
Treasures, Challenges, and Visions Post-It Note exercise materials and supplies
Optional: Interactive Polling Exercises. Utilizing individual handheld polling devices, participants can immediately see how the entire room feels about certain issues or ideas, providing a launching point for discussion.

Task 1.7 – City Council Technical Summit

Subsequent to the key stakeholder meetings in Task 1.5 and Community Open House in Task 1.6, the Baker Team will conduct a technical summit for the City Council. This summit will include information on project objectives, process and timeline, data collected and preliminary analysis completed to date as well as outline best planning practices relative to each key element of the Village Plan. The summit will include expert speakers from the Baker Team or City staff, and other technical professionals who may have dealt with existing issues in the Village 5 area. Each task includes the preparation of a PowerPoint presentation and presentation boards as needed.

The City Council Technical Summit may be conducted as a joint meeting with the Planning and Zoning Commission, if so desired by staff. This summit will also focus on providing an opportunity to identify the Councils' hopes and desires for the project and receive general input and guidance. City Clerk staff will be responsible for preparation of meeting minutes. City staff will be responsible for identifying and securing a meeting location and meeting notification procedures.

Deliverables: PowerPoint Presentation
Presentation Boards (up to three)

Task 1.8 - Village 5 Existing Conditions, Issues and Opportunities Report

As the basis for developing the Village 5 Plan, the Baker Team believes that a comprehensive understanding of the issues, opportunities, core values and constraints occurring within the project boundary will guide and direct the development of the Village 5 alternative plans and ultimately the preferred plan.

To this end, the Baker Team, working with the benefit of all the information attained from each previous task will prepare a series of technical memoranda that will be used as a basis for the remainder of the project. Baker will ultimately compile these technical memoranda and associated maps into a Village 5 Existing Conditions, Issues and Opportunities Report for the Consolidated Draft Village 5 Plan document.

Task 1.8 (A) - Existing Conditions Analysis

Using existing information and data collected during Task 1.1-1.7, this report will focus on technical research and analyses to define the conditions, trends, and issues of the Village 5 area. This will include a summary of technical reports and studies that were conducted for the existing General Plan 2035, an incorporation of all relevant plans, studies, and reports (i.e., Transportation Briefing Book, Water Infrastructure and Water Resources Master Plans, Parks and Trails Master Plan) as well as findings from stakeholder interviews and any significant changes in the current planned communities or development initiatives. In addition, information will be compiled and used to inform the growth allocations for the alternatives development, including: existing natural and physical features approved and proposed development projects, and infrastructure constraints/requirements (e.g., flood control, water/sewer conveyance, road capacity). This will include, but not be limited to, a desktop review and analysis of slopes; riparian corridors, floodways, and floodplains; biological resources (wildlife and vegetation); scenic views; vehicular, bicycle, and pedestrian connectivity, etc.

Deliverables: Technical Memo #1 – Existing Conditions Analysis Report

Deadline: December 31, 2014

Task 1.8 (B) - Demographic Trends & Economic Base Analysis and Benchmarking

Baker will thoroughly identify the City of Surprise through a demographic analysis and socioeconomic profile, utilizing all information available from previous planning efforts and including information gathered from the U.S. Census Bureau, ESRI sources, and other national and local sources. A trends analysis will include a component that addresses demographic shifts and their impact on how to accommodate such a shift in the future.

The economic base analysis will illustrate the existing and forecast economic basis of Village 5 (as well as the entire City) to provide a basis for dialogue on the Village's role and contribution to the economic sustainability of the entire City. The results of the analysis and dialogue will be shared with staff, developers and elected officials, so all parties have a common, baseline level understanding of the findings, and to set a solid foundation for alternative concepts in Phase II.

To gain an understanding of the existing socioeconomic mix and economic drivers of Village 5 and Surprise as a whole, ESI will prepare a report that will focus on the historic trends and current conditions, which make Surprise what it is today. A report will be drafted that will include charts, graphs and tables showing the historical trends for key socioeconomic data. On selected indicators, a comparison of Surprise will be made to Maricopa County and up to three other Maricopa County communities to benchmark against. This information will serve as the foundation for the planning process and as a baseline measure to help Surprise chart and measure its future economic progress. Information on the following topic areas will be addressed:

- Population profile: Population, households, household size, age, race/ethnicity, income, etc.
- Employability profile: Occupations, educational attainment, commute pattern, unemployment, etc.
- Economic profile: Civilian employment and establishments by industry sector, major employers, employment clusters, consumer spending, sales tax collections, etc.

To set a portion of the foundation for Phase II, socio-economic data from MAG and ESRI or AGS, (national data providers) will be utilized that will serve as a guide for the allocation of various land uses. The findings of this report will provide decision makers with a clear understanding of the Surprise (Village 5) economy – what it is made up of, how and why it is the way it is, what it means for the future and how it will impact the planning process and economic development activities in this area, and its contribution to achieving City-wide economic sustainability goals. Data obtained during this analysis can be used as benchmark criteria for purposes of setting goals, objectives and measuring success during implementation of the Village 5 Plan.

Deliverables: Technical Memo #2 - Demographic Trends & Economic Base Analysis and Benchmarking

PHASE II - CREATING THE VILLAGE 5 PLAN VISION FOR SUCCESS

Task 2.1 – Preparation of Economic Development, Land Use, Circulation & Open Space Alternative Plans

Having received substantial input and direction from the community, stakeholders, and elected officials and staff at this point in the process, Baker will develop up to three (3) alternative plans. These alternative plans will illustrate different economic development, land use, circulation (motorized and non-motorized), and open space strategies to compare growth conditions and weigh policy options. A listing of qualitative and quantitative components will be prepared by the Baker Team in a matrix format for each alternative, along with character images to illustrate the type of setting each alternative may provide. The Baker Team

will conduct a quantitative Level of Service (LOS) analysis for the three alternative plans. LOS for open space (in coordination with the City's Parks & Recreation Master Plan consultant), circulation (with classification hierarchy and carrying capacities), land uses, water and wastewater infrastructure, and other village needs will be developed as the basis and support for each alternative plan. On the qualitative side, the relative amounts of open space, trail segments, and recreation acreage could translate to increased walkability/bikeability and reduced vehicle trips, both of which enhance community health.

The draft alternative plans will be transmitted to the City Project Manager for review and approval prior to populating the matrix with the characteristics of each alternative. Once completed, the matrices will serve as an effective tool to compare and contrast the three alternative plans. The Baker Team will lead a discussion with the City Staff to review, evaluate, discuss, and provide direction on the proposed alternatives. City Staff's comments and direction will be incorporated and approved by the City Project Manager prior to presenting the alternatives to the community and Stakeholder Committee.

Deliverables: Three (3) individual Alternative Plans in 24" X 36" color, scalable to 11" X 17" handouts; scale of plans to be no smaller than 1"= 0.5 mile with the City of Surprise's latest aerial photography as the background base.
Supporting character images and matrix/technical memorandum for each alternative plan describing the Village's characteristics, and opportunities and constraints of what is being proposed.

Deadline: February 10, 2015

Task 2.2 - Community Open House/Workshop #2 - Alternatives Plan Review

The Baker Team will facilitate a second community open house/workshop to present and review Village 5's analyses and findings as discovered in Phase I, and solicit input on each of the three alternative plans and their associated visual characteristics and aesthetics. Targeted job types and composition, land uses, motorized and non-motorized circulation and parks, trails and open spaces, lifestyle choices, and potential housing options will be reviewed in detail. The opportunities and constraints of each alternative plan will be presented and discussed with meeting attendees. If determined appropriate at this stage, Baker transportation design experts can discuss design concepts for the Litchfield Rd. / Loop 303 interchange and Jomax Rd./US 60 interchange as well.

The workshop portion of the Open House will survey meeting attendees over many components and attributes of each alternative plan and visual characteristics. Depending on the number of attendees, individual roundtable discussions pertaining to each alternative plan and their characteristics will be conducted. The exercise will be designed to have attendees select their preferred alternative plan and favorable elements and characteristics of each alternative plan in order to provide guidance towards the selection of a preferred alternative plan, Village character, and Vision.

All materials presented at the community meeting will be posted on the City's website for the public's review and comment.

Baker will develop an agenda, sign in sheets, and produce all handouts, comment sheets and presentation materials to be used at the open house. The Baker Team will prepare a black and white display for meeting notification purposes. City staff will be responsible for identifying and securing a meeting location and meeting notification procedures, including distribution of the advertisement in local print media, social media, e-mail blasts to interested citizens or other notification methods as deemed appropriate by City staff.

Drafts of all meeting materials will be submitted to the City Project Manager for review at least three working days prior to the meeting; any requested modifications must be completed and approved by the City Project Manager prior to the meeting.

Deliverables: PowerPoint Presentation

Meeting announcement/brochure

Preparation and creation of up to 8 presentation boards/maps including, but not limited to, the alternative plans, character images, etc. The boards will be a minimum of 24" X 36" color, with a scale no smaller than 1"= 0.5 mile with the City of Surprise's latest aerial photography as the background base.

Character Images

Opportunities and Constraints Matrices

Scalable 11" X 17" handouts of the boards, PDF files of all presentation materials

Sign in sheet

Comment forms and handouts as needed

Meeting Summary Report with Survey Results

Optional: Interactive Polling Exercises. Utilizing individual handheld polling devices, participants can immediately see how the entire room feels about certain issues or ideas, providing a launching point for discussion.

Task 2.3 – Stakeholder Committee Meeting #1 – Alternatives Plan Review

The Baker Team will review the draft economic development, land use, circulation and open space plan alternative plans, characteristics, and community input findings with the Stakeholder Committee. The Baker Team will lead this meeting with a focus on reviewing the components of the plan alternatives from individual stakeholder perspectives such as how plan elements may affect PAD entitlements and/or future development plans. The opportunities and constraints of each alternative plan will be presented and discussed. The discussion will be designed to allow stakeholders to select their preferred alternative plan and favorable elements and characteristics of each alternative plan in order to provide guidance towards the selection of a preferred alternative plan, Village character, and Vision. The presentation, boards, images, etc. will be the same materials presented at the community meeting. City staff will be responsible for identifying and securing a meeting location and meeting notification procedures.

Deliverables: Meeting invitation

Preparation and creation of up to 8 presentation boards/maps including, but not limited to, the alternative plans, character images, etc. The boards will be a minimum of 24" X

36" color, with a scale no smaller than 1"= 0.5 mile with the City of Surprise's latest aerial photography as the background base.

Character Images

Opportunities and Constraints Matrices

Sign in sheet

Comment forms and handouts as needed

Meeting Summary Report with Survey Results

Task 2.4 - Planning Commission/City Council Review of Alternative Plans

The Baker Team will facilitate a second Commission/Council work session to briefly present and review Village 5 existing conditions, analyses, and findings as discovered in Phase I, and solicit input on each of the three alternative plans and their associated visual characteristics and aesthetics. Targeted job types and composition, land uses, motorized and non-motorized circulation and parks, trails and open spaces, lifestyle choices, and potential housing options will be reviewed in detail. The opportunities and constraints of each alternative plan will be presented and discussed. Comments received from the stakeholders and Community Open House/Workshop meetings will be presented to Commission and Council for their consideration when evaluating the alternatives. The discussion will be designed to allow Commission and Council members to select their preferred alternative plan and favorable elements and characteristics of each alternative plan in order to provide guidance towards the selection of a preferred alternative plan.

The presentation, boards, images, etc. will be the same materials presented at the Community and Stakeholder Committee meetings.

City Clerk staff will provide meeting minutes.

Deliverables: PowerPoint Presentation

Preparation and creation of up to 8 presentation boards/maps including, but not limited to, the alternative plans, character images, etc. The boards will be a minimum of 24" X 36" color, with a scale no smaller than 1"= 0.5 mile with the City of Surprise's latest aerial photography as the background base.

Character Images

Opportunities and Constraints Matrices

Scalable 11" X 17" handouts of the boards, PDF files of all presentation materials

Hardcopies for all Commission/Council members

Task 2.5 – Review Community Open House and Stakeholder Committee Findings with City Staff and Develop the Preferred Plan

Through the collection of input received from Task's 2.2 – 2.4, the Baker Team will lead a discussion with the City Staff to review, evaluate, discuss and provide direction on the priorities, objectives and issues identified to date. Analysis and findings of land use mix and intensity; circulation framework (including total vehicle trips, roadway alignments) plan goals and policy objectives will be reviewed and vetted. The Baker Team will lead the discussion and bring focus to potentially competing goal statements,

economic strategic directions and land use or design-related alternatives. Results from these discussions will lead to the creation of the preferred land use, circulation and open spaces plan.

Deliverables: ***Technical Memo #3:*** Evaluation of Alternatives Plan Review Process and Summary of Issues, Outstanding Concerns and Preferred Alternative Recommendations

Task 2.6 – Preparation of the Preferred Economic Development, Land Use, Circulation and Open Space Elements

After receiving information and feedback from Task 2.5, the Baker Team will develop and draft the preferred Economic Development, Land Use Plan, Transportation and Open Space Elements. Additional plan elements will be developed in Task 2.9. This two-step process will allow for the initial focus on the “backbone” elements (land uses, circulation/transportation and parks and open spaces) of the plan without risking having to “back-track” the process if future elements are found to be incompatible with the land use, circulation and open space elements.

This task includes the preparation of the Draft Plan Elements to include policies, goal statements, mapping and associated graphics and tables in accordance with Surprise General Plan 2035 requirements for Village Plans. Task includes coordination with other City consultant currently preparing the Parks & Recreation Master Plan to ensure needed materials, graphics and policies are consistently coordinated between the two documents. The Baker Team will submit draft materials for City staff review and comment. This task also includes a meeting with City staff to vet the draft materials and identify any changes necessary before proceeding with Task 2.7.

Task 2.6 (A) Fiscal Impact Analysis

A fiscal impact analysis will be conducted on the Village 5 Planning Area preferred land use alternative. The objective is to understand the potential revenue to the City of Surprise relative to city expenditures required to service the area.

Utilizing the preferred Village 5 Planning Area “preferred plan,” ESI will work with the consultant team to determine and agree upon a “build-out” state that will include at a minimum the population, employment, number of dwelling units by density type and square feet of commercial space. The following tasks will be undertaken to complete the fiscal analysis.

1. Obtain from the city the most current impact fee study and rates, (including land use assumptions and infrastructure plan) the fiscal balance report and data (Applied Economics), city tax rates (sales, property) permit and hookup fees and other applicable reports supplied by the City staff. ESI will synthesize applicable findings and data to be used in the project pro-forma.
2. Obtain and utilize MAG socio-economic projections for the City of Surprise and the Village 5 Planning Area to estimate population and employment through the year 2040.
3. Prepare a spreadsheet pro-forma model utilizing various assumptions and applicable fees for the Village 5 Planning Area, and calculate one-time and ongoing fiscal benefits and costs to the city.
4. Draft a report of the findings providing applicable supporting tables and charts.

The analysis will assume build out status versus annual absorption or some other recurring timeframe. This analysis will not include capital projects. A “static” proforma model will be created for the analysis. Any modifications to the assumptions will require modification of the model and further analysis, which could have budget implications.

Deliverables: Draft Vision, Policies, and Goal Statements
Draft Land Use Element
Draft Economic Development Element
Draft Transportation Element
Draft Open Space Element
Fiscal Impact Analysis Report

Deadline: March 31, 2015

Task 2.7 - Community Open House #3 - Preferred Plan Review

The Baker Team will facilitate a third community open house to present and receive community and stakeholder comments on the Village 5 Preferred Plan including the Draft Elements identified above and the Draft Vision, Policies, and Goals. Character images will be developed to illustrate the Preferred Plan’s unique setting, visual characteristics, and aesthetics. Targeted job types and composition, land uses, motorized and non-motorized circulation and parks, trails and open spaces, lifestyle choices, **and potential housing options** will be identified.

All materials presented at the community meeting will be posted on the City’s website for the public’s review.

Baker will develop an agenda, sign in sheets, and produce all handouts, comment sheets and presentation materials to be used at the open house. The Baker Team will prepare a black and white display advertisement for meeting notification purposes. City staff will be responsible for identifying and securing a meeting location and meeting notification procedures, including distribution of the advertisement in local print media, social media, e-mail blasts to interested citizens or other notification methods as deemed appropriate by City staff.

Drafts of all meeting materials will be submitted to the City Project Manager for review at least three working days prior to the meeting; any requested modifications must be completed and approved by the City Project Manager prior to the meeting.

Deliverables: PowerPoint Presentation
Meeting announcement/brochure
Preparation and creation of up to 3 presentation boards including, but not limited to, the preferred plan, character images, etc. The boards will be a minimum of 24” X 36” color, with a scale no smaller than 1”= 0.5 mile with the City of Surprise’s latest aerial photography as the background base.
Character Images

Scalable 11" X 17" handouts of the boards, PDF files of all presentation materials
Sign in sheet
Comment forms and handouts as needed
Meeting Summary Report
Optional: Interactive Polling Exercises. Utilizing individual handheld polling devices, participants can immediately see how the entire room feels about certain issues or ideas, providing a launching point for discussion.

Task 2.8 - Planning Commission/City Council Review of Preferred Plan

The Baker Team will facilitate a third Commission/Council work session to present and receive Commission and City Council comments on the Village 5 Preferred Plan including the Draft Elements identified above and the Draft Vision, Policies, and Goals. Character images will be developed to illustrate the Preferred Plan's unique setting, visual characteristics, and aesthetics. Targeted job types and composition, land uses, motorized and non-motorized circulation and parks, trails and open spaces, lifestyle choices, and potential housing options will be identified.

Comments received from the Community Open House meeting will be presented to Commission and Council for their consideration when evaluating the Preferred Plan. Comments and direction received from the Commission and Council members will be incorporated into the preferred plan and the development of the Consolidated Draft Village 5 Plan.

The presentation, boards, images, etc. will be the same materials presented at the Community meeting. City Clerk staff will provide meeting minutes.

Deliverables: PowerPoint Presentation

Preparation and creation of up to 3 presentation boards including, but not limited to, the preferred plan, character images, etc. The boards will be a minimum of 24" X 36" color, with a scale no smaller than 1"= 0.5 mile with the City of Surprise's latest aerial photography as the background base.

Character Images

Scalable 11" X 17" handouts of the boards, PDF files of all presentation materials

Hardcopies for all Commission/Council members

Task 2.9 – Preparation of Remaining Plan Elements - Consolidated Draft Village 5 Plan

Upon receiving community, stakeholder, Commission, Council, and staff input on the Preferred Plan including the Economic Development, Land Use, Circulation and Open Space Plan Elements in Tasks 2.7 and 8, the Baker Team will turn its focus to the preparation of the remaining Plan Elements which shall include, but may not be limited to:

- Housing
- Cultural (including the arts, entertainment, lifestyles and quality of life needs, etc.)
- Public Facilities and Services (including water, wastewater, storm drainage/flood control, solid waste, police, fire and emergency services, schools, libraries, meeting and worship facilities, health facilities, and utilities).

- Streetscape Master Plan,
- Design Guidelines - including landscaping, signage, lighting, architectural styles (orientation, materials, massing, colors), site planning standards/concepts, water conservation for specific land uses and character within the Village Plan area
- Resource Management and Conservation Plan
- Implementation & Administration

Each plan element will consist of some combination of policies, guidelines, tables, mapping, graphic illustrations, photos, renderings, policy objectives and draft implementation strategies for each element to create the Consolidated Draft Village 5 Plan.

Deliverables: Draft Housing Element
 Draft Public Facilities and Services Element
 Draft Streetscape Master Plan
 Draft Design Guidelines
 Draft Resource Management and Conservation Element
 Draft Implementation & Administration Element
 Draft Consolidated Village 5 Plan

Deadline: May 29, 2015

Task 2.10 – City Staff Review of Consolidated Draft Village 5 Plan

The Consolidated Draft Village 5 Plan will be submitted to City staff for internal review and comment. The Baker Team will meet with City staff to discuss and validate plan contents, identify necessary changes and other document needs. The Baker Team will make necessary changes prior to releasing the Consolidated Draft Plan for public review.

Deliverables: Draft Consolidated Village 5 Plan

PHASE III – CONSOLIDATED DRAFT VILLAGE 5 PLAN REVIEW AND COMMUNITY INVOLVEMENT

Task 3.1 – Community Open House #4 - Consolidated Draft Village 5 Plan Review

The Baker Team will prepare a PowerPoint and accompanying presentation boards for the public review and comment of the Consolidated Draft Village 5 Plan. The meeting will begin with a PowerPoint presentation to the entire audience and will then transition to an open house style meeting with presentation boards of select maps strategically stationed across the meeting space.

The Baker Team will engage the community in open dialogue to seek their final concurrence on the plan and identify any remaining and/or necessary changes that must occur prior to finalizing the Village 5 Plan. Comment cards will be distributed to attendees. To the extent necessary, the Comment Inventory Matrix will be updated or revised with outstanding issues or comments garnered during this open house meeting.

Baker will develop an agenda, sign in sheets, and produce all handouts, comment sheets and presentation materials to be used at the open house. The Baker Team will prepare a black and white display for meeting notification purposes. City staff will be responsible for identifying and securing a meeting location and meeting notification procedures, including distribution of the advertisement in local print media, social media, e-mail blasts to interested citizens or other notification methods as deemed appropriate by City staff.

Drafts of all meeting materials will be submitted to the City Project Manager for review at least one week prior to the meeting; any requested modifications must be completed and approved by the City Project Manager prior to the meeting.

The Draft Village 5 Plan Document and all materials presented at the community meeting will be posted on the City's website for the public's review.

Deliverables: PowerPoint Presentation

Meeting announcement/brochure

Preparation and creation of up to 8 presentation boards including, but not limited to, the Draft Village 5 Plan, character images, etc. The boards will be a minimum of 24" X 36" color, with a scale no smaller than 1"= 0.5 mile with the City of Surprise's latest aerial photography as the background base.

Character Images

Scalable 11" X 17" handouts of the boards, PDF files of all presentation materials

Sign in sheet

Comment forms and handouts as needed

Comment Inventory Matrix

Meeting Summary Report

Optional: Interactive Polling Exercises. Utilizing individual handheld polling devices, participants can immediately see how the entire room feels about certain issues or ideas, providing a launching point for discussion.

Task 3.2 – Stakeholder Committee Meeting #2 – Consolidated Draft Village 5 Plan Review

The Baker Team will conduct this Stakeholder meeting to review the Draft Village 5 Plan document in its entirety and, as a group, discuss and validate the main tenants of the Consolidated Draft Plan. This meeting will openly identify, discuss and address any issues that may not represent specific entitled lands' objectives or where there are inconsistencies with the entitled lands' objectives and the community's desires. Potential differences of opinion will be vetted and the Baker Team will lead an exercise that will achieve "Acknowledged Consensus".

Deliverables: Consolidated Draft Plan

Preparation of all meeting materials

Meeting Summary Report

PHASE IV – FINAL VILLAGE 5 PLAN DEVELOPMENT AND ADOPTION

Task 4.1 – Final City Staff Review of Consolidated Draft Village 5 Plan

The Baker Team will finalize the Comment Inventory Matrix with all captured comments provided by the community and stakeholders. We will review each of the comments with the City Project Manager and/or other identified staff to determine how unresolved comments will be addressed in the preparation of the Public Review Draft Final Village 5 Plan.

Deliverables: Final Comment Inventory Matrix with Comment Resolution

Task 4.2 – Preparation of the Public Review Draft Final Village 5 Plan

Following final direction from the City staff, Baker will make all necessary revisions to the Village 5 Plans and document in preparation for the 30- day public review period. This formal public review draft is intended for distribution to the general public as well as to other agencies and stakeholders. City staff will be responsible for distribution of the 30-day review draft. Baker will provide all original electronic files used to develop the Draft Final Village 5 Plan (e.g., shape files, word/excel, etc.), and a digital PDF copy of the Plan Document to staff for review and publication on the City's website.

Deliverables: Public Review Draft Final Village 5 Plan
All Electronic Draft Document files

Deadline: July 13, 2015

Task 4.3 – Preparation of the Final Village 5 Plan

With and through guidance from the City Project Manager, the Baker Team will make any final necessary changes derived from final comments generated during the formal 30-day review period to prepare the Public Hearing Final Draft of the Village 5 Plan for Planning Commission consideration and City Council adoption. A 30-Day Review Comment Log will be utilized as the focal point and tool to guide the discussion/process for the remaining meetings and review/adoption phase of the Village 5 Plan.

Deliverables: Public Hearing Final Draft of the Village 5 Plan
30-Day Review Comment Log

Deadline: August 3, 2015

Task 4.4 – Joint Planning and Zoning and City Council Workshop

Following the completion of the 30-Day public review period, Baker will coordinate with the City Project Manager to schedule a Joint Planning Commission and Council work session. This work session will focus on providing an overview of the Public Hearing Final Draft Village 5 Plan, including a summary of the project, review and discussion of the project history and background of the process, recapping public and stakeholder input, reviewing the key aspects of the final work product, description of key mapping components and policy issues as well as identify any issues remaining outstanding and what the potential solution may be to those concerns, along with responding to any questions or comments members may have. This final joint work session will help ensure any questions or concerns the Commission and

Council may have are addressed prior to the Planning Commission and Council hearings. Utilizing portions of previous presentation materials, City staff are to develop presentation materials for this meeting as needed.

Deliverables: Attendance at meeting (minimum, of two Baker Team members)

Task 4.5 – Planning & Zoning Commission Public Hearing - Final Village 5 Plan

The Baker Team will coordinate with City staff, a Planning & Zoning Commission presentation of the Final Village 5 Plan for their public hearing and consideration in recommending approval to the City Council. The Commission's comments and concerns will be identified for further Council consideration. Utilizing portions of the Final Village 5 Plan document and images, and previous presentation materials, City staff are to develop presentation materials for this meeting as needed.

Deliverables: Attendance at meeting (minimum, of two Baker Team members)

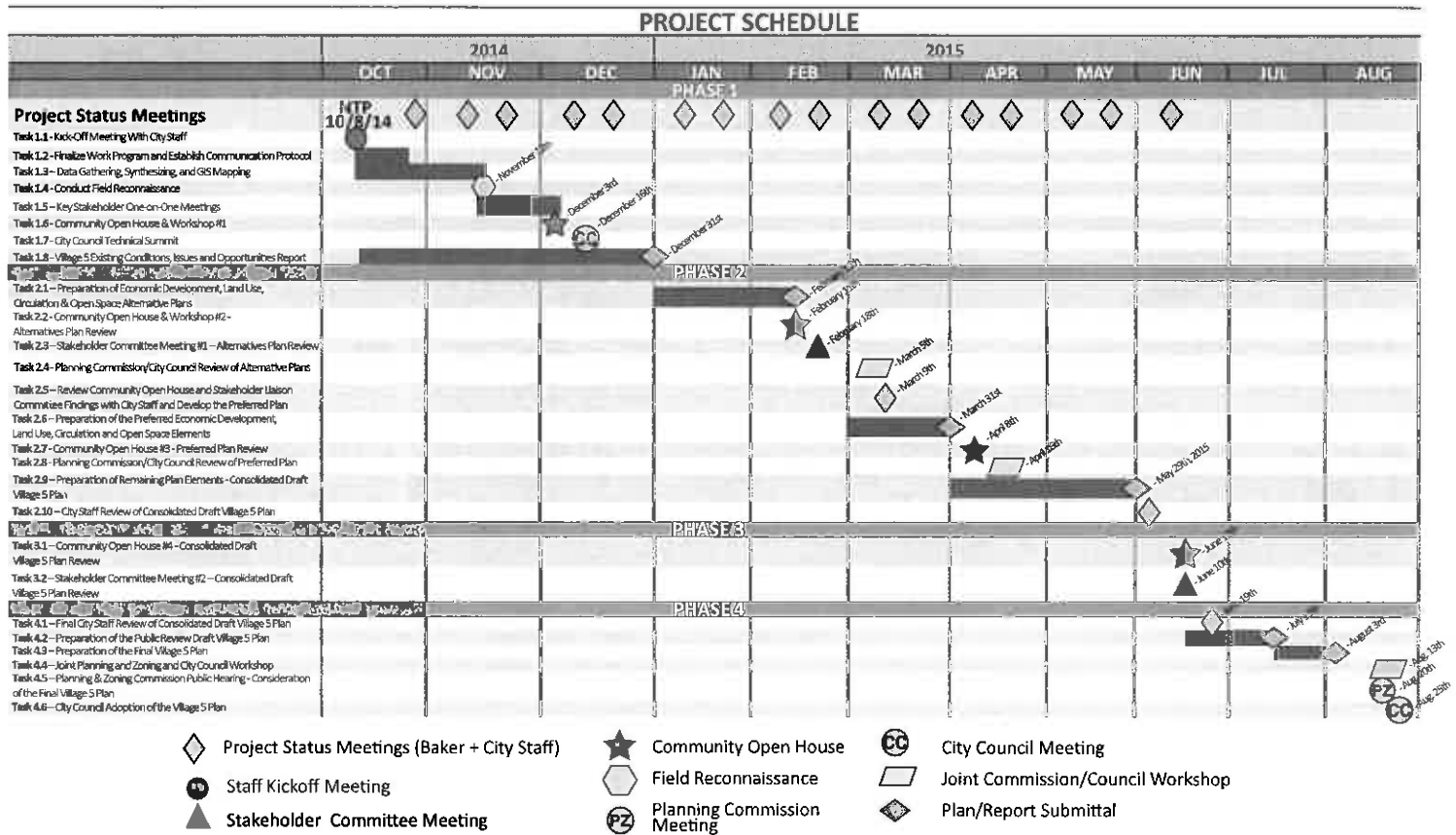
Task 4.6 – City Council Adoption of the Village 5 Plan

The City Council shall conduct a public hearing for formal Village 5 Plan approval and adoption. The Baker Team will coordinate with City staff for a City Council presentation of the Final Village 5 Plan for their public hearing and consideration of approval and adoption as an amendment to the General Plan. Utilizing portions of the Final Village 5 Plan document and images, and previous presentation materials, City staff are to develop presentation materials for this meeting as needed.

Deliverables: Attendance at meeting (minimum, of two Baker Team members)

Surprise Village 5 Plan

EXHIBIT B



CONSULTANT/CONTRACTANT NAME:

Michael Baker Corp.

Contract No.:

PROJECT NAME:

City of Oregon Village 5 Plan

DATE:

12-Sep-14

CONTRACT TASK/PHASE	DIRECT LABOR CLASSIFICATIONS															TOTAL	TOTAL
	Principal	Project Manager	Senior Transportation Planner	Senior Project Planner	Senior Project Planner II	Economic Development Specialist	Drainage Engineer	Utility Engineer	GIS Specialist	Planner I	Senior Landscape Architect	Landscape Architect	Landscape Designer	Media Arts	MAN-HOURS	LABOR	
	16.00	2100.00	1100.00	870.00	886.00	1156.00	1150.00	1100.00	100.00	100.00	1100.00	100.00	100.00	100.00			
Phase I																	
Task 1.1 - Kick-off Meeting With City Staff	0	4	0	0	0	0	0	0	0	0	0	0	0	0	42	\$3,706.00	
Task 1.2 - Preliminary Work Program and Establish Communication Protocol	0	2	1	0	1	1	0	0	0	0	0	0	0	0	8	\$1,360.00	
Task 1.3 - Data Collection, Synthesis, and Data Mapping	0	12	12	28	12	12	0	12	0	36	0	0	0	0	120	\$70,444.00	
Task 1.4 - Conduct Field Reconnaissance	0	4	0	0	0	0	0	0	0	0	0	0	0	0	42	\$5,712.00	
Task 1.5 - City Stakeholder & Developer One-on-One Meetings	0	21	0	12	12	0	0	0	0	18	0	0	0	0	71	\$5,024.00	
Task 1.6 - Community Open House Workshop #1	0	8	0	0	16	0	0	0	0	20	0	0	0	0	68	\$8,160.00	
Task 1.7 - City Council Technical Session	0	4	0	0	0	0	0	0	0	0	0	0	0	0	36	\$4,932.00	
Task 1.8 - Village 1 Existing Conditions, History and Organizational Report	0	0	0	0	0	0	0	0	0	18	0	0	0	0	28	\$3,794.00	
Task 1.9 (A) - Existing Conditions Analysis	0	2	2	12	2	0	0	0	0	12	0	0	0	0	64	\$6,548.00	
Task 1.9 (B) - Develop/Refine Trends in Economic Data Analysis & Recommendations	0	2	0	0	0	0	0	0	0	0	0	0	0	0	60	\$8,176.00	
Phase II																	
Task 2.1 - Preparation of Economic Development, Land Use, Circulation & Open Space Alternatives Plan	0	80	0	0	16	0	0	0	0	80	0	0	0	0	159	\$17,995.00	
Task 2.2 - Community Open House Workshop #2 - Circulation Alternatives Plan Review	0	8	0	12	0	0	0	0	0	16	0	0	0	0	58	\$6,144.00	
Task 2.3 - Stakeholder Committee Meeting #1 - Alternatives Plan Review	0	4	0	0	0	0	0	0	0	0	0	0	0	0	38	\$5,084.00	
Task 2.4 - Planning Commission/City Council Review of Alternatives/Scenario Plan	0	4	0	0	0	0	0	0	0	0	0	0	0	0	38	\$4,832.00	
Task 2.5 - Review Community Open House and Stakeholder Committee Findings with City Staff and Develop the Preferred Plan	0	0	0	12	0	0	0	0	0	12	0	0	0	0	46	\$4,128.00	
Task 2.6 - Preparation of the Preferred Economic Development and Use, Circulation and Open Space Elements	0	12	0	80	0	0	0	0	0	20	0	0	0	0	152	\$17,420.00	
Task 2.6 (A) Final Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	72	\$16,800.00	
Task 2.7 - Community Open House #3 - Preferred Plan Review	0	8	0	0	0	0	0	0	0	0	0	0	0	0	58	\$6,084.00	
Task 2.8 - Planning Commission/City Council Review of Preferred Plan	0	4	0	0	0	0	0	0	0	0	0	0	0	0	38	\$4,832.00	
Task 2.9 - Preparation of Recommended Planning Plan Elements - Circulation and Open Space Plan	0	12	0	80	0	0	0	0	0	20	0	0	0	0	158	\$17,164.00	
Task 2.10 - City Staff Review of Circulation and Open Space Plan	0	4	0	0	0	0	0	0	0	0	0	0	0	0	32	\$5,872.00	
Phase III																	
Task 3.1 - Community Open House #4 - Circulation and Open Space Plan Review	0	4	0	0	0	0	0	0	0	0	0	0	0	0	36	\$4,440.00	
Task 3.2 - Stakeholder Committee Meeting #2 - Circulation and Open Space Plan Review	0	4	0	0	0	0	0	0	0	0	0	0	0	0	38	\$5,084.00	
Phase IV																	
Task 4.1 - Final City Staff Review of Circulation and Open Space Plan	0	3	0	0	0	0	0	0	0	0	0	0	0	0	40	\$4,060.00	
Task 4.2 - Preparation of the Public Review of Final Village 5 Plan	0	2	0	0	0	0	0	0	0	0	0	0	0	0	48	\$4,840.00	
Task 4.3 - Preparation of the Final Village 5 Plan	0	18	0	0	0	0	0	0	0	0	0	0	0	0	80	\$7,072.00	
Task 4.4 - Final Planning and Design and City Council Decision	0	4	0	0	0	0	0	0	0	0	0	0	0	0	32	\$1,800.00	
Task 4.5 - Planning & Zoning Commission Public Hearing - Final Village 5 Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	\$2,200.00	
Task 4.6 - City Council Adoption of the Village 5 Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$740.00	
Total Hours	0	188	100	202	83	173	0	0	0	116	88	147	100	0	1881		
Total Estimated	\$0.00	\$192,560.00	\$110,000.00	\$173,810.00	\$83,460.00	\$201,690.00	\$0.00	\$0.00	\$0.00	\$12,816.00	\$11,808.00	\$15,480.00	\$10,000.00	\$0.00	\$1,560,000.00	\$3,164,492.00	



CITY OF SURPRISE
Regular City Council Meeting

October 7, 2014 @ 6:00:00 PM

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

Council Meeting Date:	October 7, 2014	Contact Person:	Misty Leslie, City Attorney
Submitting Department:	Attorney's Office	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and Action disbanding the Teen Advisory Commission (TAC) and Surprise Youth Leadership Commission (SYLC), directing the City Attorney to prepare the appropriate Code changes to eliminate the TAC and SYLC, and directing the City Manager regarding youth engagement.

Motion:

I move to disband the Teen Advisory Commission and the Surprise Youth Leadership Commission.

Background:

Mayor and Council are in the process of reviewing their Boards and Commissions. This action is being considered to maximize opportunities for youth in our community.

Financial Impact Statement:

N/A

ATTACHMENTS:

[Click to download](#)

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint	x	Video	White Board	Other	x
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Presentation Speaker Names (spelling and titles for TV captions):