



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

Tuesday, April 1, 2014 @ 6:00 PM

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

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

Consent Agenda:

- | | | |
|-----------------------|---|--|
| *#1 District 3 | <u>Consideration and action approving a preliminary plat entitled "The Retreat at Sycamore Farms Parcel 12, Phase 2," dated December 2013, an area generally bounded by SR303 to the west, West Cholla Street to the north, and North 165th Drive to the east; Resolution #2014-20.</u> | Approve
Chris Boyd,
Community
& Economic
Development |
| *#2 District Citywide | <u>Consideration and action on the minutes of March 11, 2014 Special City Council Meeting and March 18, 2014 Regular City Council Work Session and Regular City Council Meeting.</u> | Approve
Sherry Ann
Aguilar,
City Clerk |
| *#3 District 5 | <u>Consideration and action on Professional Services Agreement SA14-069 with GHD Inc, to provide design and construction management services for Mountain View Boulevard improvements in an amount of \$74,485 plus an owner's contingency of \$8,015 for a total cost of \$82,500.</u> | Approve
Dick
McKinley,
Public
Works
Department |
| *#4 District 2 | <u>Consideration and action on a Series 06 Liquor License request by Wayne Roediger for Rumors Sports Bar & Grill located at 16846 W. Bell Road, Suite 100, Surprise, AZ 85374.</u> | Approve
Sherry Ann
Aguilar, City
Clerk MMC |
| *#5 District Internal | <u>Consideration and action accepting application to the Arizona</u> | Approve |

	<u>Governor's Office of Highway Safety for available 2014 Reallocation Funding in the amount of \$25,225; Resolution #2014-24.</u>	Michael Frazier; Chief of Police
*#6 District Citywide	<u>Consideration and action authorizing the submittal, acceptance and execution of the 2015 GOHS PD DUI Overtime, Equipment and Training grant through the Governor's Office of Highway Safety Program in the amount of \$66,000.00; Resolution #2014-28.</u>	Approve Michael T. Frazier, Police Chief
*#7 District Citywide	<u>Consideration and action accepting a grant in the amount of \$1,600.00 from Wal-Mart Superstores located in Surprise, Arizona to assist with incurred costs for annual POST re-charter fees, youth training activities, literature, and equipment for members of the Police Explorer Program; Resolution 2014-32.</u>	Approve Michael T. Frazier, Police Chief
*#8 District 4	<u>Consideration and action approving an Original Town Site Incentive Plan for Arizona Charter Academy located at 16011 North Dysart Road; Resolution #2014-33.</u>	Approve Chris Boyd, Community & Economic Development
*#9 District Internal	<u>Consideration and action accepting a grant in the amount of \$2,000.00 from the Sun City Elks Club to assist with the costs of conducting a city-wide bicycle safety program; Resolution #2014-35.</u>	Approve Michael T. Frazier, Police Chief
Regular Agenda Item - Non-Public Hearing:		
#10 District Citywide	<u>Presentation and discussion of the village planning process and review of completed plans (Village 1 and Village 3). Obtain direction as to how to proceed and next steps.</u>	No Action Chris Boyd, Community & Economic Development
#11 District Citywide	<u>Presentation and discussion regarding CDBG Annual Action Plan</u>	No Action Chris Boyd, Community & Economic Development
#12 District 5	<u>Presentation and discussion on amending COS13-014 to include Guaranteed Maximum Price (GMP) 2 for the Construction Manager at Risk contract with Felix Construction for the Mountain Vista Ranch Well No. 2 in the amount of \$1,318,501 including a \$50,000 owners contingency.</u>	No Action Dick McKinley, Public Works Department
#13 District Citywide	<u>Presentation and discussion of the City's debt portfolio, the impact of the City's bond rating on debt management and amending the City's financial policy language to focus efforts on achieving the highest bond rating possible.</u>	No Action Bob Wingenroth - Assistant City Manager/CFO

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: March 29, 2014 at 11:20 a.m.

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



CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

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Council Meeting Date:	April 1, 2014	Contact Person:	Chris Boyd, Community & Economic Development
Submitting Department:	CD	District:	3
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action approving a preliminary plat entitled "The Retreat at Sycamore Farms Parcel 12, Phase 2," dated December 2013, an area generally bounded by SR303 to the west, West Cholla Street to the north, and North 165th Drive to the east; Resolution #2014-20.

Motion:

I move to approve Resolution 2014-20.

Background:

The Retreat at Sycamore Farms Parcel 12, Phase 2 is a 16.6-acre vacant parcel bounded by SR303 to the west, West Cholla Street to the north, North 165th Drive to the east, and an existing multifamily development to the south known as Wyngate. The proposal is to plat 69 medium density single-family residential lots for a density of 4.17 dwelling units per acre.

Financial Impact Statement:

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

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Resolution](#)
 - ☐ [Preliminary Plat](#)
 - ☐ [Vicinity Map](#)
 - ☐ [Home Product](#)
 - ☐ [Landscape Plans](#)
-

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 AND ECONOMIC DEVELOPMENT

Date: April 1, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Director
Nichole McCarty, Acting Planning Manager
Hobart Wingard, Planner
hobart.wingard@surpriseaz.gov 623-222-3156

Re: FS13-545, the Retreat at Sycamore Farms Parcel 12, Phase 2- Preliminary Plat

Application Summary

The applicant is requesting an approval for a Preliminary Plat entitled the Retreat at Sycamore Farms Parcel 12, Phase 2. The proposed plat consists of 69 medium density single-family residential lots on a total of approximately 16.6 acres.

Location

The Retreat at Sycamore Farms Parcel 12, Phase 2 is a 16.6-acre vacant parcel bounded by SR303 to the west, West Cholla Street to the north, North 165th Drive to the east, and an existing multifamily development to the south known as Wyngate. The proposed residential development is located within the Sycamore Farms Planned Area Development (PAD).

History

- The subject project area was annexed into the city on July 22, 2004.
- On July 22, 2004, the Mayor and City Council approved the Sycamore Farms PAD.
- On July 13, 2006, the Mayor and City Council approved a map of dedication for a medium density project at the same location.
- On March 6, 2014 the Planning and Zoning Commission recommended approval of the preliminary plat.

Project Summary

The Retreat at Sycamore Farms Parcel 12, Phase 2 is to be located on approximately 16.6 acres of medium density residential land within the Sycamore Farms PAD. The medium density residential designation within the PAD has a maximum density of 8 dwelling units per acre. A previous design for the entire Parcel 12 proposed a condominium complex with a density of 7.9 dwelling units per acre. This preliminary plat proposes 69 single family units with a density of 4.2 dwelling units per acre.

The type of housing proposed is a conventional single family detached home product. The typical lot will be approximately 5,175 square feet in area with dimensions measuring 45 feet wide with a depth of 115 feet.

Students from this development will be within the Dysart School District. The school district and the PAD developer, Taylor Trust Farms, LLC, have entered an agreement to make a school site donation and cash payments to the district for each dwelling unit constructed in Sycamore Farms.

Open space will occupy approximately 4 acres of the 16.6 acre development. Primarily landscaping, the open space will include a centrally located ramada and barbeque facilities.

Economic Impact

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

Findings of Fact

1. Staff finds that the proposed preliminary plat complies with the Surprise General Plan.
2. Staff finds that the proposed preliminary plat complies with Section 122-116 of the Surprise Municipal Code.
3. Staff finds that the proposed preliminary plat complies with the Sycamore Farms PAD.

Recommendation

Staff recommends approval of the project.

Attachments

Vicinity map, preliminary plat, preliminary landscape plans, and proposed home product.

RESOLUTION #2014-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A PRELIMINARY PLAT ENTITLED "THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2", GENERALLY BOUNDED BY SR 303 TO THE WEST, WEST CHOLLA STREET TO THE NORTH, AND NORTH 165TH DRIVE TO THE EAST.

WHEREAS, on July 22, 2004, the Mayor and City Council approved an annexation of the subject parcel;

WHEREAS, on July 22, 2004, the Mayor and City Council approved the Sycamore Farms Planned Area Development;

WHEREAS, on November 1, 2005, the Mayor and City Council approved the Retreat at Sycamore Farms Condominium Project; and

WHEREAS, the proposed Preliminary Plat is in compliance with the Surprise Municipal Code, the Surprise General Plan, and the Sycamore Farms Planned Area Development.

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

Section 1. The Preliminary Plat entitled "The Retreat at Sycamore Farms Parcel 12, Phase 2", dated December 2013, is approved.

APPROVED AND ADOPTED this _____ day of _____ 2014.

Sharon R. Wolcott, Mayor

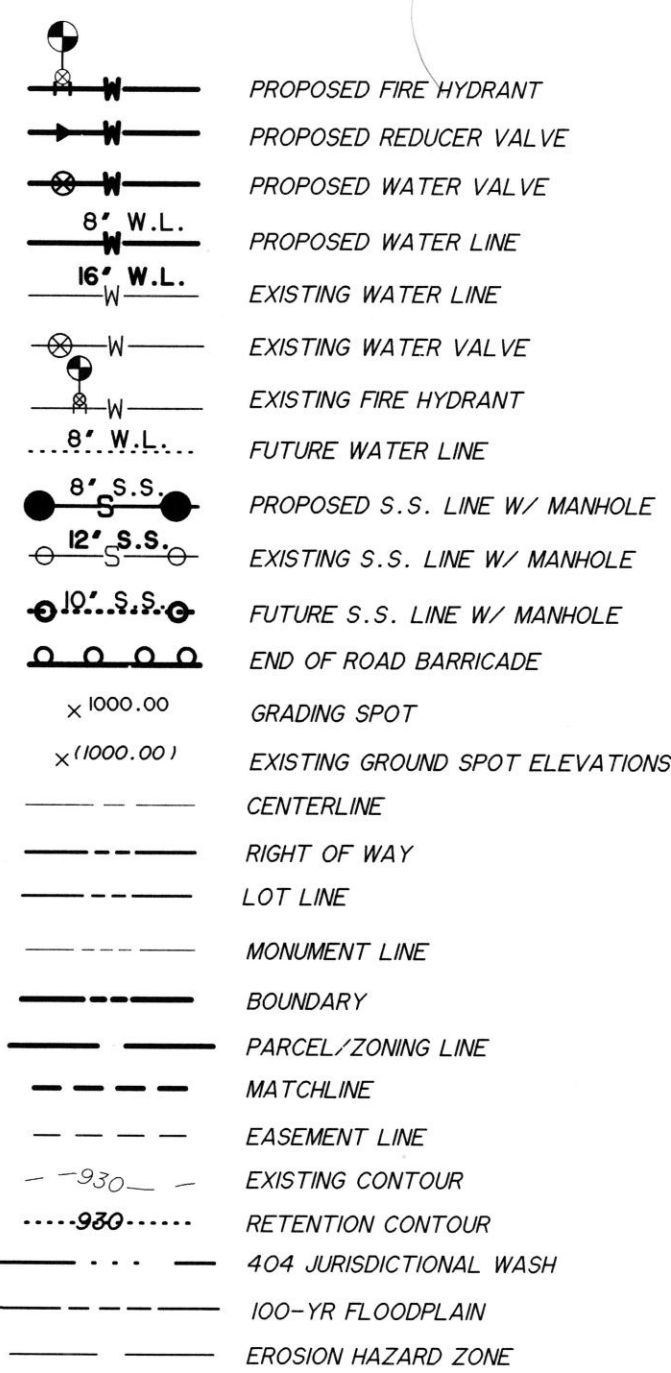
Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

LEGEND



ABBREVIATIONS

EX	EXISTING
PROP	PROPOSED
B-B	BACK TO BACK
F-F	FACE TO FACE
TP	TOP OF PAVEMENT
TC	TOP OF CURB
G	GUTTER
LF	LINEAR FEET
ROW	RIGHT OF WAY
PUE	PUBLIC UTILITY EASEMENT
HP	HIGH POINT
LP	LOW POINT
T/P	TOP OF PIPE
BW	BOTTOM OF WALL
TW	TOP OF WALL
ER ACC	EMERGENCY ACCESS
SVT	SIGHT VISIBILITY TRIANGLE
B.L.	BUILDING SETBACK LINE
EX.	EXISTING
L.S. TRACT	LANDSCAPE TRACT
P.U.E.	PUBLIC UTILITY EASEMENT
W.E.	WALL EASEMENT
W.R.E.	WALL RESTRICTION EASEMENT
V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT
T.C.B.M.	TEMPORARY CONSTRUCTION & MAINTENANCE
M.U.T.ESMT.	MULTI-USE TRAIL EASEMENT
R.O.W.	RIGHT-OF-WAY
B/C	BACK OF CURB
WTR. E.	WATER EASEMENT
S.S. E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
PROP.	PROPOSED
R	RADIUS
S/W	SIDEWALK

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the East half of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at a found Maricopa County Department of Transportation brass cap in handhole for the North Quarter corner of said Section 24, from which a found Arizona Department of Transportation brass cap in handhole for the South Quarter corner of said Section 24 bears South 00 deg. 21 min. 43 sec. West - 5278.69 feet,

THENCE South 00 deg. 21 min. 43 sec. West along the North - South mid-section line of said Section 24, a distance of 2187.87 feet,

THENCE South 89 deg. 39 min. 13 sec. East departing said mid-section line, a distance of 201.19 feet to the East right-of-way line of Bob Stump Memorial Parkway recorded in Document No. 2012-0499660, MCR, and in the North line of the Map of Dedication of the Retreat at Sycamore Farms - Phase 2 recorded in Book 860 of maps, Page 35, MCR, said point being the TRUE POINT OF BEGINNING,

THENCE in an easterly direction departing said East right-of-way line and continue along the North line of said Sycamore Farms - Phase 2 the following five (5) courses,

South 89 deg. 39 min. 13 sec. East, a distance of 388.72 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 281.09 feet, a central angle of 28 deg. 00 min. 10 sec., and being subtended by a chord which bears South 75 deg. 44 min. 13 sec. East - 136.02 feet,

Continue in a southeasterly direction along said curve to the right, a distance of 137.38 feet,

South 62 deg. 56 min. 18 sec. East non-tangent to said curve, a distance of 129.60 feet to a Point of Curvature of a circular curve to the left, having a radius of 408.00 feet, a central angle of 17 deg. 37 min. 11 sec., and being subtended by a chord which bears South 71 deg. 44 min. 53 sec. East - 124.98 feet,

Continue in a southeasterly direction along said curve to the left, a distance of 125.47 feet,

South 80 deg. 33 min. 29 sec. East tangent to said curve, a distance of 118.87 feet to the West right-of-way line of North 165th Drive as shown on said Map of Dedication of the Retreat at Sycamore Farms - Phase 2, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 15.00 feet, a central angle of 27 deg. 43 min. 35 sec., and being subtended by a chord which bears South 04 deg. 30 min. 46 sec. East - 7.19 feet,

THENCE in a southerly direction departing said North line and continuing along said West right-of-way line the following four (4) courses,

Continue in a southerly direction along said curve to the right, a distance of 7.26 feet to a Point of Curvature of a compound circular curve to the right, having a radius of 870.00 feet, a central angle of 7 deg. 55 min. 11 sec., and being subtended by a chord which bears South 13 deg. 18 min. 37 sec. West - 120.16 feet,

Continue in a southerly direction along said curve to the right, a distance of 120.25 feet,

South 17 deg. 16 min. 12 sec. West tangent to said curve and being 35.00 feet West of and parallel to the centerline of said North 165th Drive, said centerline being monumented by a found City of Surprise brass cap flush (Basis of Bearings), a distance of 824.40 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 430.00 feet, a central angle of 1 deg. 16 min. 04 sec., and being subtended by a chord which bears South 16 deg. 38 min. 18 sec. West - 9.52 feet,

Continue in a southerly direction along said curve to the left, a distance of 9.52 feet to the South line of said Sycamore Farms - Phase 2,

THENCE North 73 deg. 59 min. 52 sec. West departing said West right-of-way line and continuing along said South line, a distance of 659.00 feet to the East right-of-way line of said Bob Stump Memorial Parkway,

THENCE in a westerly direction departing said South line and continuing along the East right-of-way line of said Bob Stump Memorial Parkway the following five (5) courses,

..North 00 deg. 23 min. 43 sec. East, a distance of 5.63 feet,

..North 45 deg. 18 min. 37 sec. East, a distance of 59.44 feet,

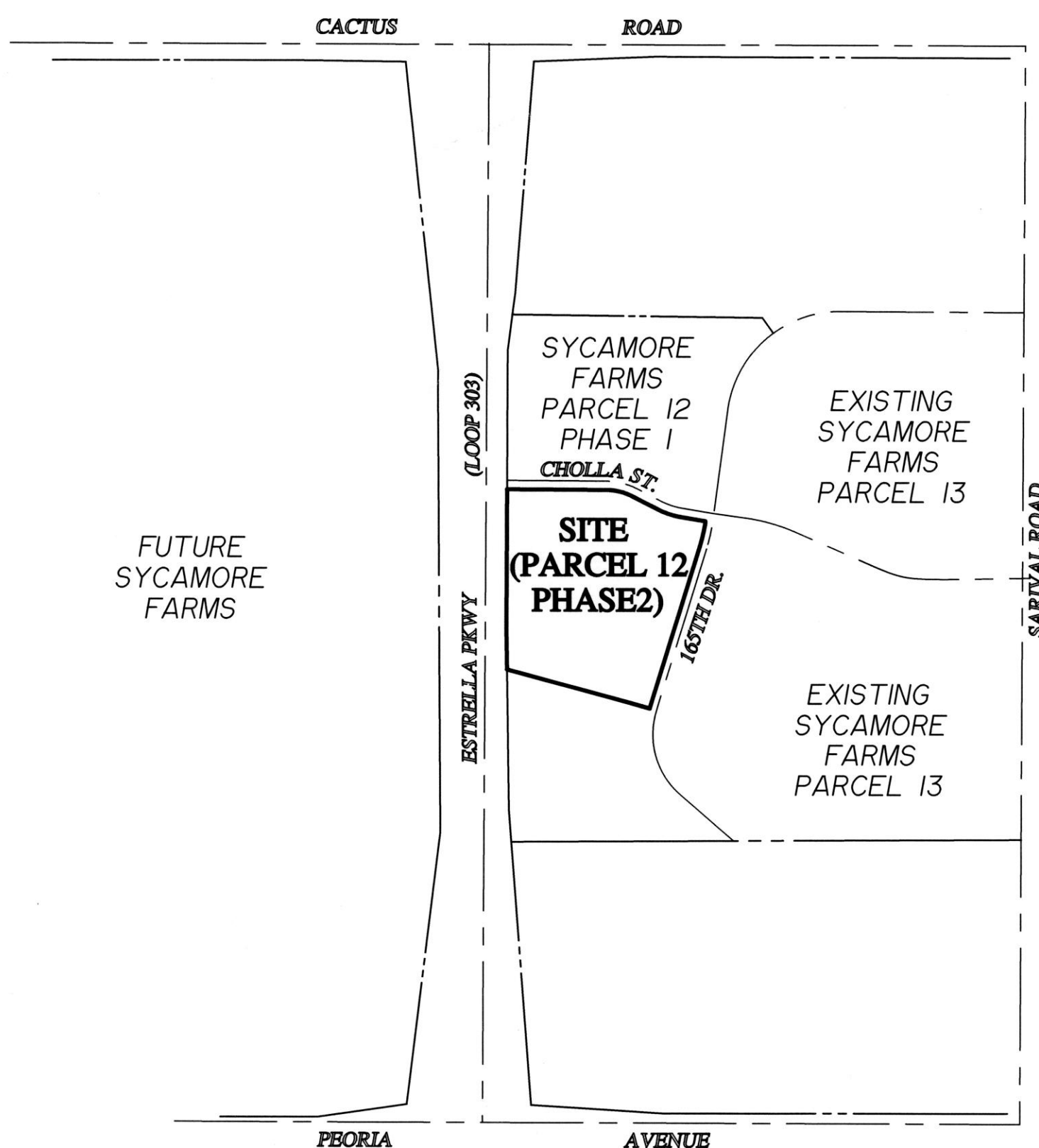
..North 00 deg. 23 min. 43 sec. East, a distance of 215.49 feet,

..North 89 deg. 41 min. 48 sec. West, a distance of 12.00 feet,

..North 00 deg. 23 min. 43 sec. East, a distance of 629.28 feet to the POINT OF BEGINNING, containing 723,944 square feet or 16.619 acres of land.

PRELIMINARY PLAT FOR THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2

CITY OF SURPRISE, MARICOPA COUNTY,
ARIZONA
DECEMBER, 2013



LOCATION MAP

BASIS OF BEARINGS

S17°16'12"W ALONG THE MONUMENT LINE OF 165TH DRIVE AS SHOWN ON THE PRELIMINARY PLAT CONTAINED HEREIN.

BENCHMARK

CITY OF SURPRISE BENCHMARK #80 CHISELED SQUARE ON THE NORTH CORNER OF A CONCRETE BASE FOR STEEL POWER POLE, AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CACTUS ROAD AND SARIVAL AVENUE.

ELEVATION= 1199.17 FEET (NAVD 88)

TOPOGRAPHY ORIGINATION

2013 AERIAL TOPOGRAPHY PERFORMED BY ARIZONA SURVEYING AND MAPPING.

UTILITY SERVICES

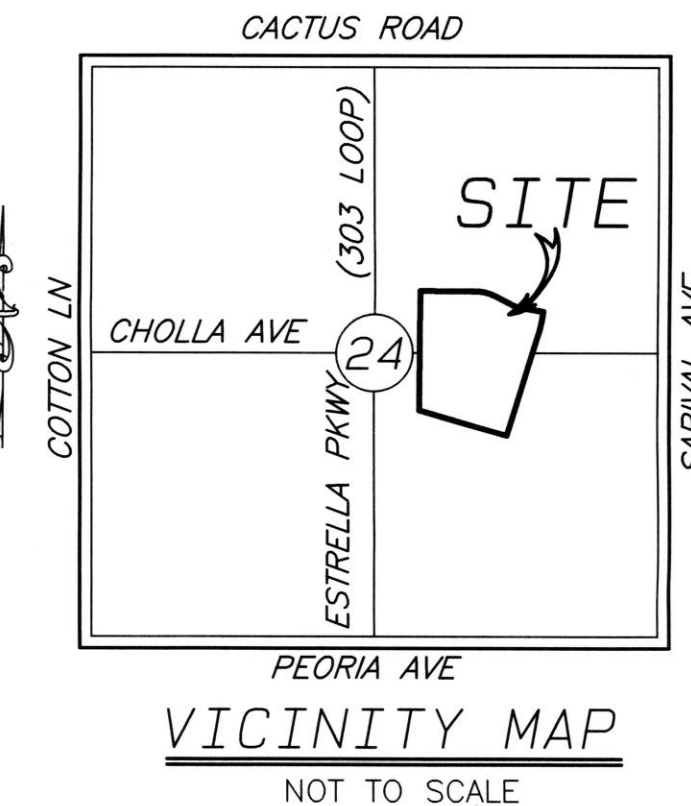
SEWER	CITY OF SURPRISE
WATER	EPCOR
ELECTRICITY	A.P.S.
COMMUNICATIONS	CENTURY LINK
COMMUNICATIONS	COX / QWEST COMMUNICATIONS
GAS	SOUTHWEST GAS
POLICE	CITY OF SURPRISE
FIRE	CITY OF SURPRISE
SOLID WASTE	CITY OF SURPRISE

NOTES:

1) THE PROPERTY OWNER(S) AND/OR HOA SHALL MAINTAIN THE LANDSCAPING WITHIN THE ADJACENT ROADWAY TRACTS, AND IN ALL RETENTION AND OPEN SPACE AREAS AND/OR TRACTS.

2) SEWER SHALL BE MAINTAINED BY THE CITY OF SURPRISE.

3) WATER SHALL BE MAINTAINED BY EPCOR.



SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	PRELIMINARY PLAT

GOODWIN
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS

6909 W. Ray Road #15
Chandler, Arizona 85226
(602) 218-7285
Contact: Warren C. Russell, P.E.



EXPIRES 09/30/15

PRELIMINARY PLAT FOR
THE RETREAT AT SYCAMORE FARMS
PARCEL 12, PHASE 2

JOB NO.: 10569A	DESIGN: WCK	REVIEW: WCK	SHEET: 1 OF 2
DATE: DECEMBER 2013	DRAFT: WCK		

taylor
morrison
Homes Inspired By You

DEVELOPER:

taylor
morrison

Homes Inspired By You

9000 E. PIMA CENTER PARKWAY SUITE 350
SCOTTSDALE, AZ 85258
TEL 480 344 7000
FAX 480 344 7001
CONTACT: JEFF DEASON

PREPARED BY:

GOODWIN
AND
MARSHALL
INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

6909 W. Ray Road, #15
Chandler, Arizona 85226
(602) 218-7285
Contact: Warren Russell, P.E.

Two working days before you dig
CALL FOR THE BLUE STAKES
602-263-1100
1-800-STAKE-IT
OUTSIDE MARICOPA COUNTY

THE RETREAT AT SYCAMORE FARMS PARCEL 12, PHASE 2 LAND USE SUMMARY	
ZONING DESIGNATION	PAD/MDR
45' X 115' LOTS	69
TOTAL LOTS	69
GROSS DENSITY	4.15 Lots/Acre
LOT ACREAGE	8.61 Ac.
PUBLIC STREETS	3.97 Ac.
OPEN SPACE ACREAGE	4.04 Ac.
TOTAL ACREAGE	16.62 Ac.

THE RETREAT AT SYCAMORE FARMS, PARCEL 12, PHASE 2 TRACT TABLE			
TRACT NAME	AREA (ac.)	USE	OWNER
TRACT A	0.22	LANDSCAPE	HOA
TRACT B	0.95	LANDSCAPE / DRAINAGE	HOA
TRACT C	0.05	LANDSCAPE	HOA
TRACT D	0.08	LANDSCAPE	HOA
TRACT E	0.46	LANDSCAPE / AMENITY	HOA
TRACT F	0.06	LANDSCAPE	HOA
TRACT G	1.91	LANDSCAPE/DRAINAGE/FIRE ACCESS	HOA
TRACT H	0.31	LANDSCAPE / DRAINAGE	HOA

HOA= THE RETREAT AT SYCAMORE FARMS, PARCEL 12, PHASE 2 HOME OWNERS ASSOCIATION

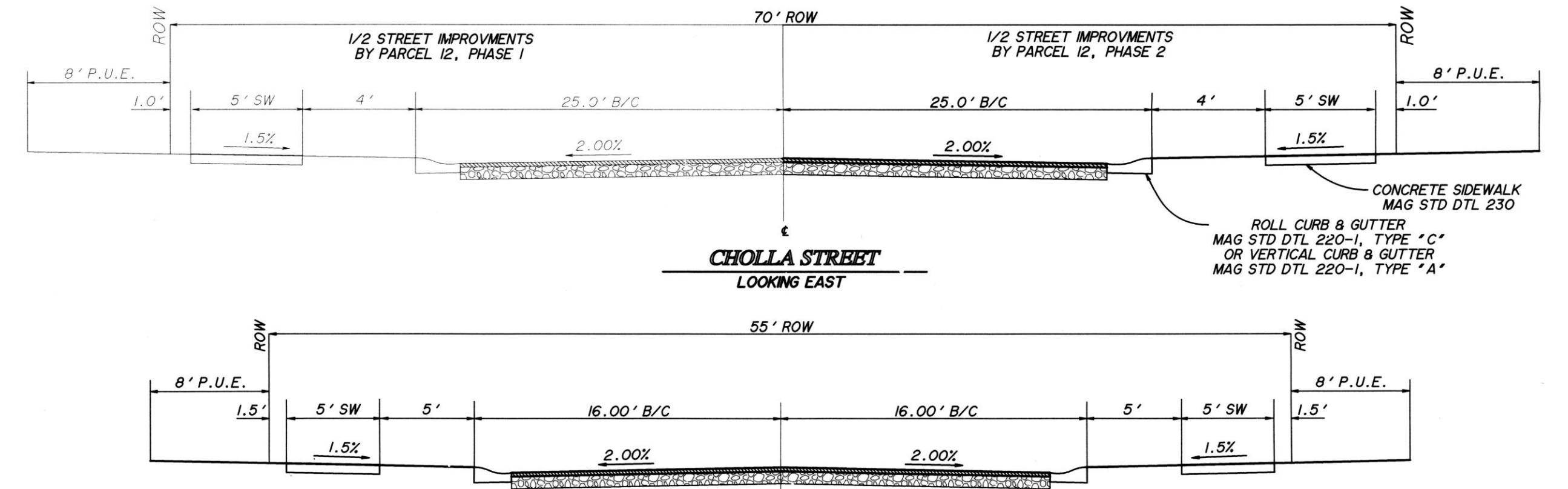
THE RETREAT AT SYCAMORE FARMS
PARCEL 12, PHASE 2 LOT TABLE

LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH	LOT NUMBER	SQUARE FEET	TYPICAL LOT WIDTH
1	6,046	45.0'	15	5,175	45.0'	29	5,175	45.0'	43	5,175	45.0'	57	5,326	45.0'
2	5,243	45.0'	16	5,175	45.0'	30	5,701	45.0'	44	5,175	45.0'	58	5,168	45.0'
3	5,702	45.0'	17	5,310	45.0'	31	5,243	45.0'	45	5,175	45.0'	59	5,890	51.3'
4	5,557	45.0'	18	5,310	45.0'	32	8,341	45.0'	46	5,175	45.0'	60	5,898	51.3'
5	5,175	45.0'	19	5,310	45.0'	33	5,125	45.0'	47	5,175	45.0'	61	7,021	50.9'
6	5,175	45.0'	20	5,670	45.0'	34	5,175	45.0'	48	5,273	45.0'	62	6,532	49.3'
7	5,227	45.0'	21	6,128	45.0'	35	5,175	45.0'	49	5,175	45.0'	63	5,898	51.3'
8	5,512	45.0'	22	5,883	45.0'	36	5,175	45.0'	50	5,175	45.0'	64	5,175	45.0'
9	5,036	45.0'	23	5,743	45.0'	37	5,175	45.0'	51	5,175	45.0'	65	5,175	45.0'
10	6,648	45.0'	24	5,319	45.0'	38	5,175	45.0'	52	5,175	45.0'	66	5,175	45.0'
11	5,325	45.0'	25	5,177	45.0'	39	5,156	45.0'	53	5,175	45.0'	67	5,175	45.0'
12	5,136	45.0'	26	5,175	45.0'	40	5,478	45.0'	54	5,175	45.0'	68	5,175	45.0'
13	5,385	45.0'	27	5,175	45.0'	41	5,174	45.0'	55	5,839	45.0'	69	5,266	45.0'
14	5,175	45.0'	28	5,175	45.0'	42	5,175	45.0'	56	5,784	45.0'			

RESIDENTIAL DEVELOPMENT STANDARDS

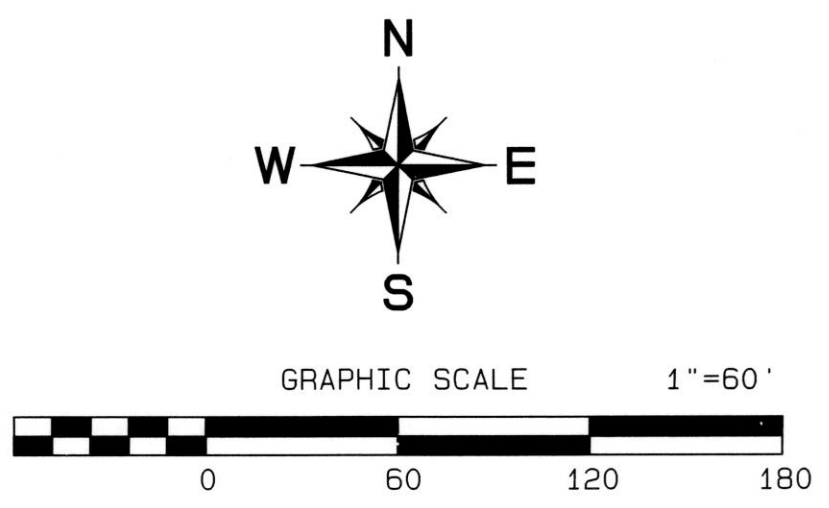
DISTRICT	MINIMUM LOT SIZE		BUILDING HEIGHT	MINIMUM YARD SETBACKS				DISTANCE BETWEEN BUILDINGS (5)	MAXIMUM COVERAGE
	AREA	WIDTH		FRONT (1)	SIDE (2)	STREET (3)	REAR (4)		
MDR	2,600	30	36	20	3	10	10	6	PER SETBACKS

- (1) - 12' for Living Area or Side Load Garage - 20' for Front Load Garage. In no case shall the face of the garage be less than 20' from back of sidewalk.
(2) - Setback includes adjacent common area landscape tract, but in no case shall be less than 5 feet from property line.
(3) - 10' for living and 5' for enclosed Patio Cover. Fireplaces, bay windows, or entertainment pop-outs may encroach 3' into the rear setback.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°23'43"E	5.63'
L2	N89°41'48"W	12.00'

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD BEARING	CHORD
C1	281.00'	137.38'	28°00'00"	S75°44'19"E	136.00'
C2	408.00'	126.47'	17°37'11"	S71°44'53"E	124.98'
C3	15.00'	7.26'	27°43'35"	S04°30'46"E	7.19'
C4	870.00'	120.25'	7°55'11"	S13°18'37"W	120.18'
C5	430.00'	9.52'	1°46'04"	S16°38'18"W	9.52'



CITY OF SURPRISE BENCH MARK
CITY OF SURPRISE BENCHMARK #80
CHASED SQUARE ON THE NORTH CORNER
OF A CONCRETE BASE FOR STEEL POWER POLE,
AT THE SOUTHWEST CORNER OF THE
INTERSECTION OF CACTUS ROAD AND SARIVALE AVENUE.
ELEVATION= 1199.17 FEET (NAVD 88)

THE RETREAT AT SYCAMORE FARMS
PARCEL 12, PHASE 2

CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT

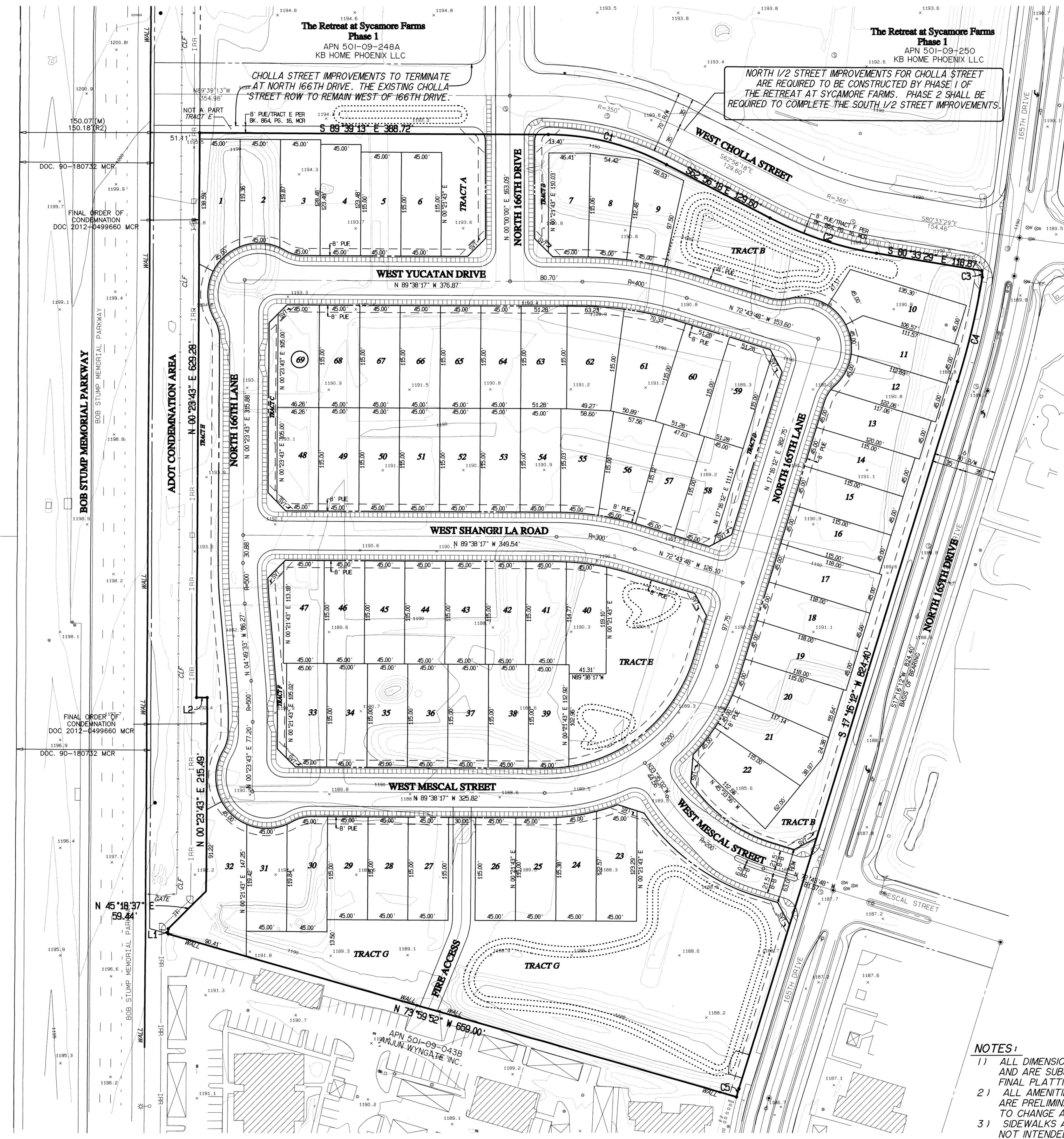
GOODWIN & MARSHALL	Job No. 10569A	Design WCR
CIVIL ENGINEERS-PLANNERS-SURVEYORS	Date: DECEMBER 2013	Draft: WCR
	Scale: AS SHOWN	Review: WCR
SHEET: 2 of 2		



- NOTES:
- ALL DIMENSIONS SHOWN ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
 - ALL AMENITIES, GRADING, DRAINAGE, AND UTILITIES ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO CHANGE AS PART OF FINAL PLATTING.
 - SIDEWALKS ARE SHOWN SCHEMATICALLY AND ARE NOT INTENDED TO SHOW ADA RAMPS. RAMPS SHALL SHOWN AS PART OF THE FINAL CONSTRUCTION DOCUMENTS.

Two working days before you dig
CALL FOR THE BLUE STAKES
602-263-1100
1-800-STAKE-IT
OUTSIDE MARICOPA COUNTY

EXPIRES 9/30/2015



NORTH 1/2 STREET IMPROVEMENTS FOR CHOLLA STREET
ARE REQUIRED TO BE CONSTRUCTED BY PHASE 1 OF
THE RETREAT AT SYCAMORE FARMS. PHASE 2 SHALL BE
REQUIRED TO COMPLETE THE SOUTH 1/2 STREET IMPROVEMENTS.

The Retreat at Sycamore Farms
Phase 1
APN 501-09-248A
KB HOME PHOENIX LLC

The Retreat at Sycamore Farms
Phase 2
APN 501-09-250
KB HOME PHOENIX LLC

CHOLLA STREET IMPROVEMENTS TO TERMINATE
AT NORTH 166TH DRIVE. THE EXISTING CHOLLA
STREET ROW TO REMAIN WEST OF 166TH DRIVE.

8' PLE/TRACT PER
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

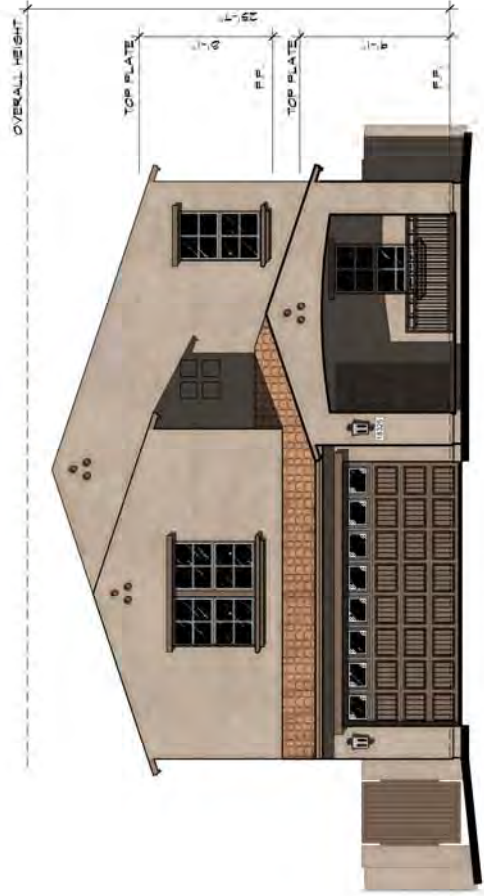
8' PLE
BK. 864 PG. 15, MCR

8' PLE
BK. 864 PG. 15, MCR

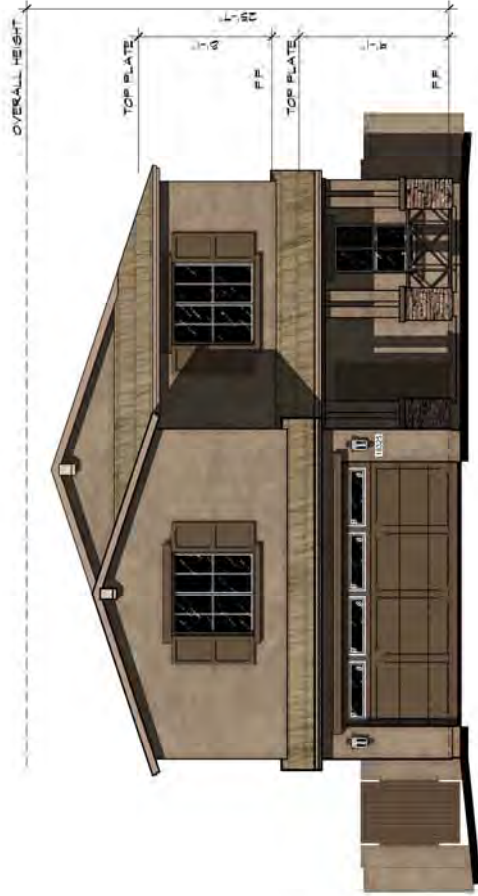
8' PLE
BK. 864 PG. 15, MCR

VICINITY MAP – FS13-545

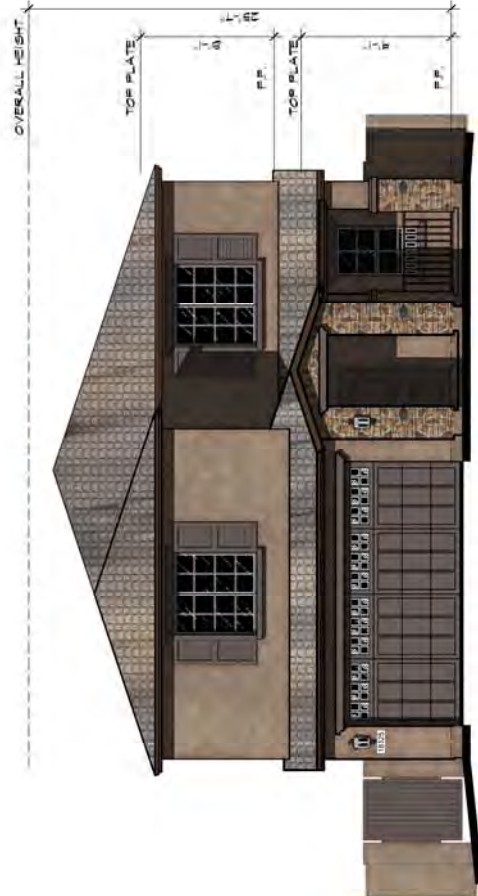




ELEVATION 'A' (SPANISH COLONIAL)
3/16" = 1'-0"



ELEVATION 'B' (RANCH)
3/16" = 1'-0"

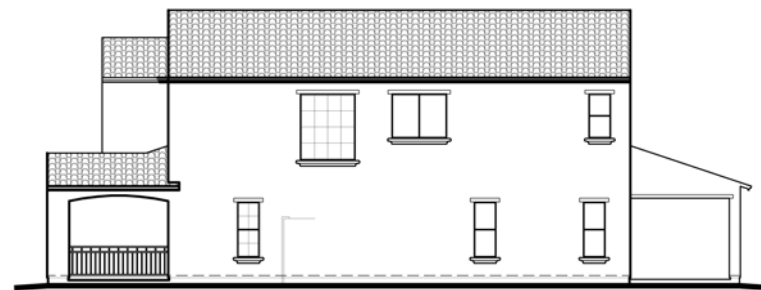


ELEVATION 'C' (TUSCAN)
3/16" = 1'-0"



FRONT ELEVATION

1/4" = 1'-0"



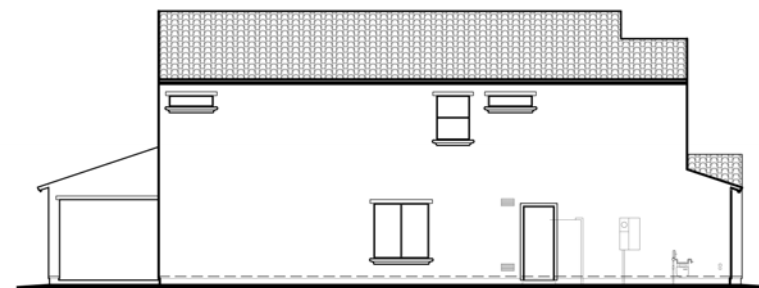
RIGHT ELEVATION

1/8" = 1'-0"



REAR ELEVATION

1/8" = 1'-0"



LEFT ELEVATION

1/8" = 1'-0"

TAYLOR MORRISON LAS BRISAS 3500 SERIES
3516 - ELEVATION A (SPANISH)

DATE: 10/22/2013

taylor
morrison

Homes Inspired by You



FELTEN GROUP

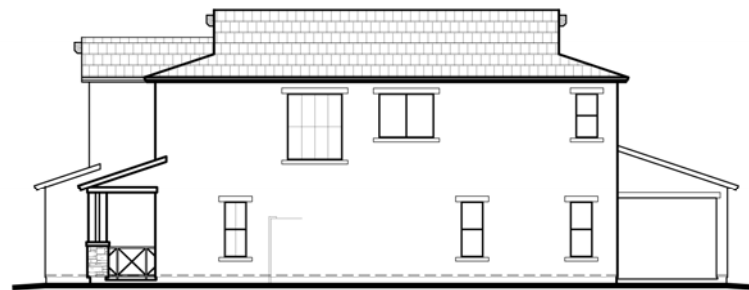
ENGINEERS • ARCHITECTS • DESIGNERS

"Where Quality Design Leads To Lower Cost"



FRONT ELEVATION

1/4" = 1'-0"



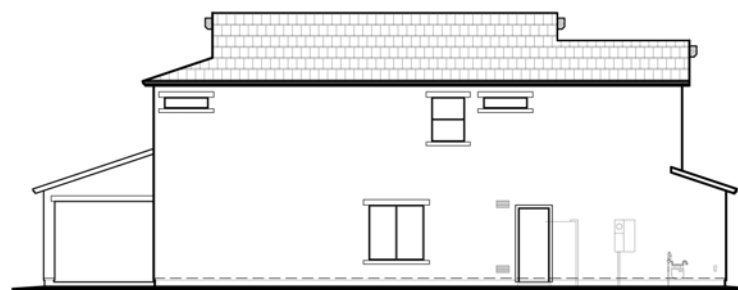
RIGHT ELEVATION

1/8" = 1'-0"



REAR ELEVATION

1/8" = 1'-0"



LEFT ELEVATION

1/8" = 1'-0"

DATE: 10/22/2013

taylor
morrison
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TAYLOR MORRISON LAS BRISAS 3500 SERIES
3516 - ELEVATION B (RANCH)

FELTEN GROUP
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FRONT ELEVATION

1/4" = 1'-0"



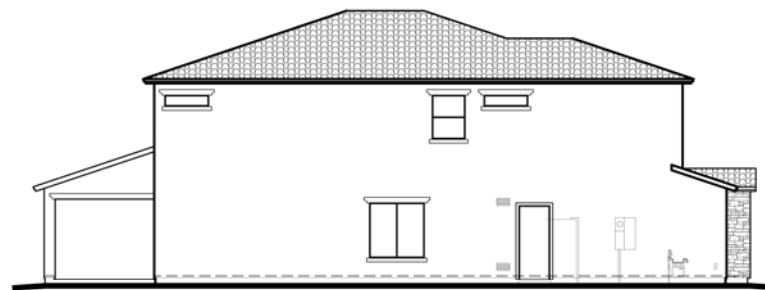
RIGHT ELEVATION

1/8" = 1'-0"



REAR ELEVATION

1/8" = 1'-0"



LEFT ELEVATION

1/8" = 1'-0"

TAYLOR MORRISON LAS BRISAS 3500 SERIES
3516 - ELEVATION C (TUSCAN)

DATE: 10/22/2013

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morrison

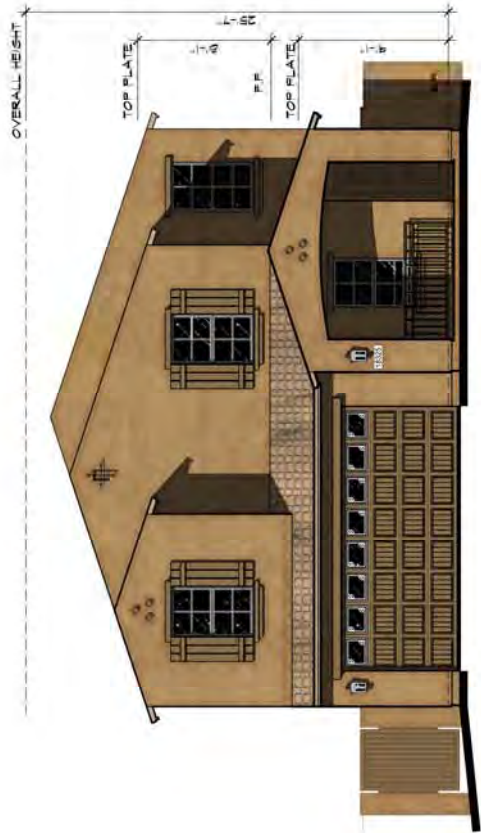
Homes Inspired by You



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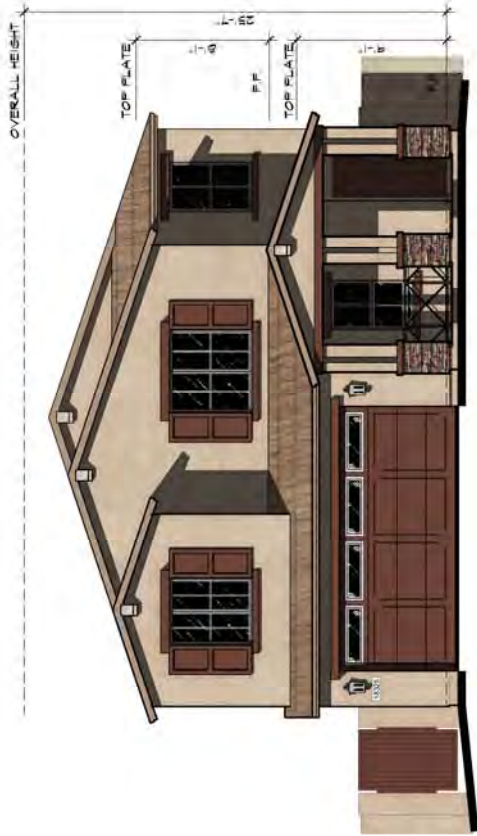
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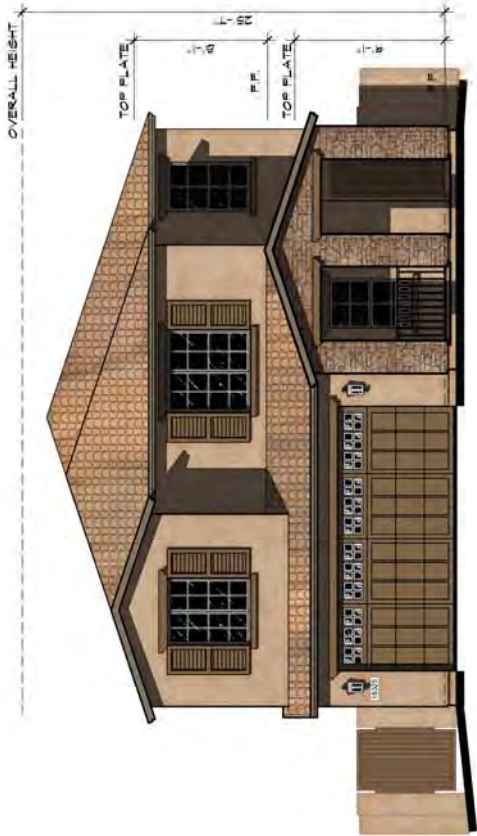
ELEVATION 'A' (SPANISH COLONIAL)

5/16" = 1'-0"



ELEVATION 'B' (RANCH)

5/16" = 1'-0"

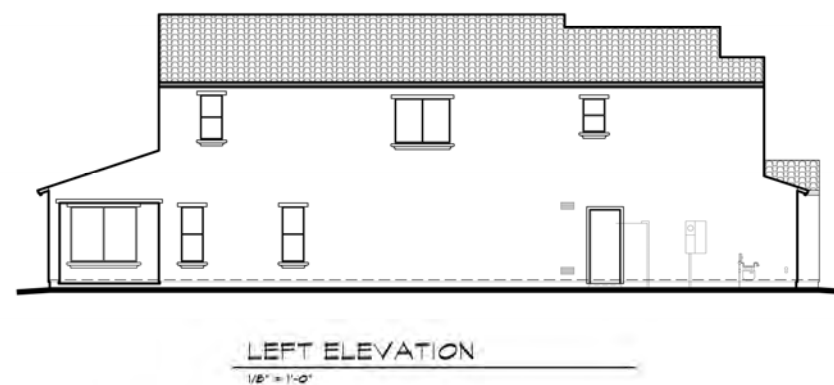
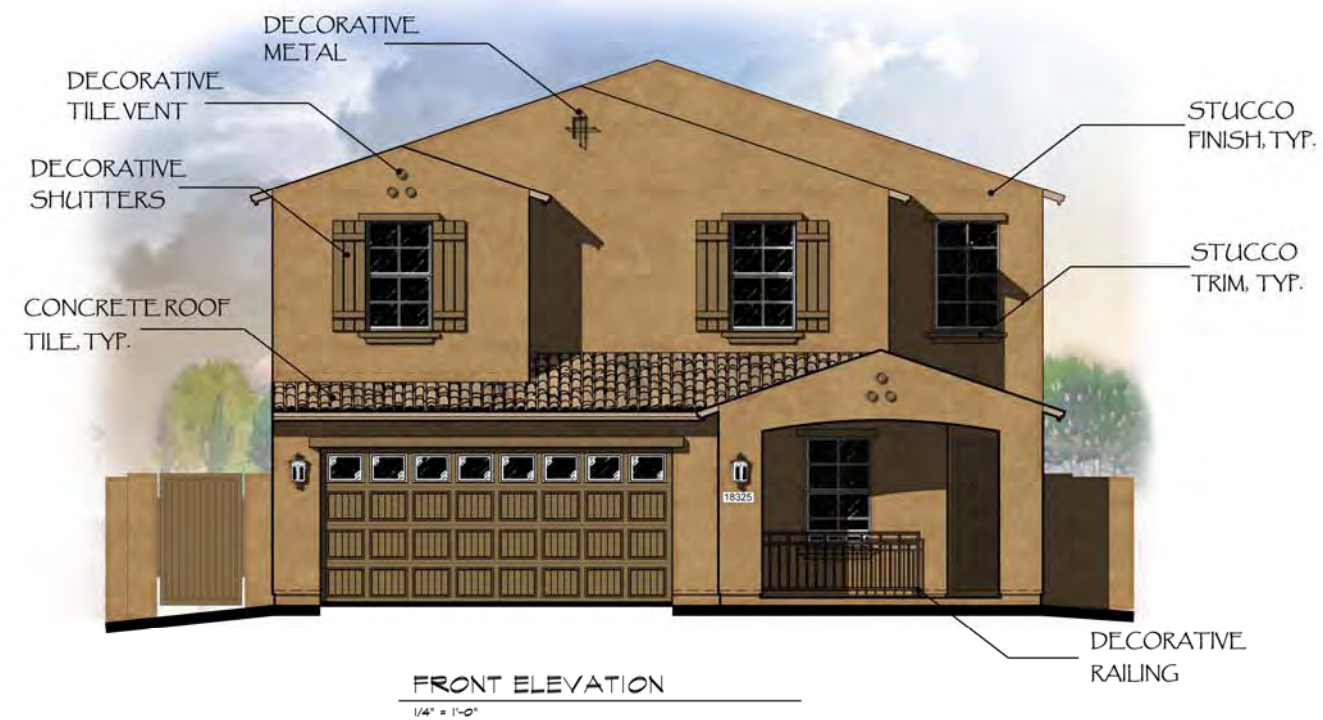


ELEVATION 'C' (TUSCAN)

5/16" = 1'-0"

TAYLOR MORRISON LAS BRISAS 3500 SERIES
PLAN 3526 ELEVATIONS

DATE: 10/22/2013



TAYLOR MORRISON 3500 SERIES
3526 - ELEVATION A

DATE: 10/22/2013

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morrison

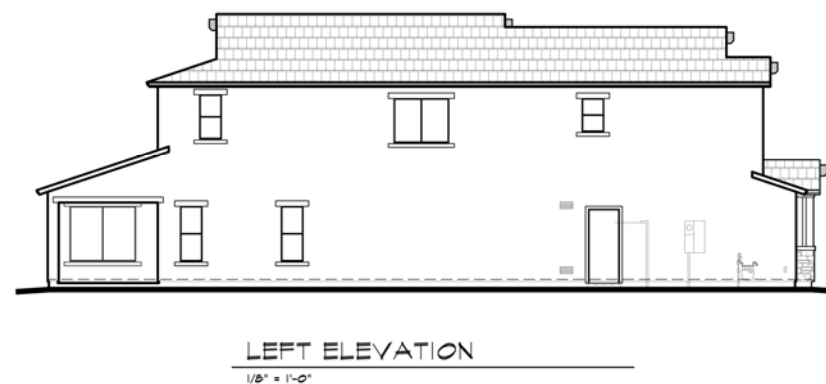
Homes Inspired by You



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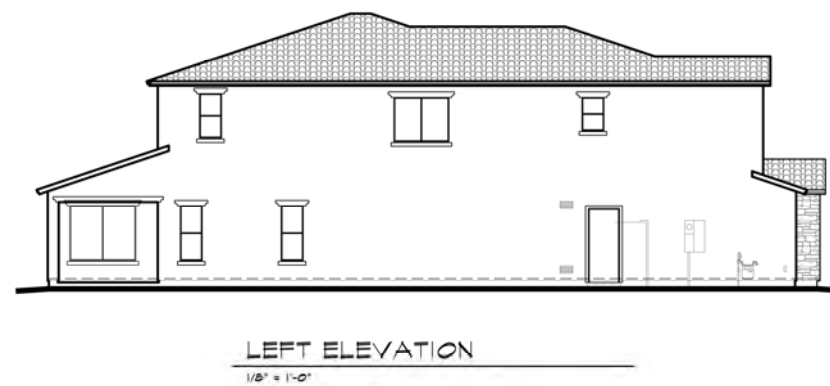
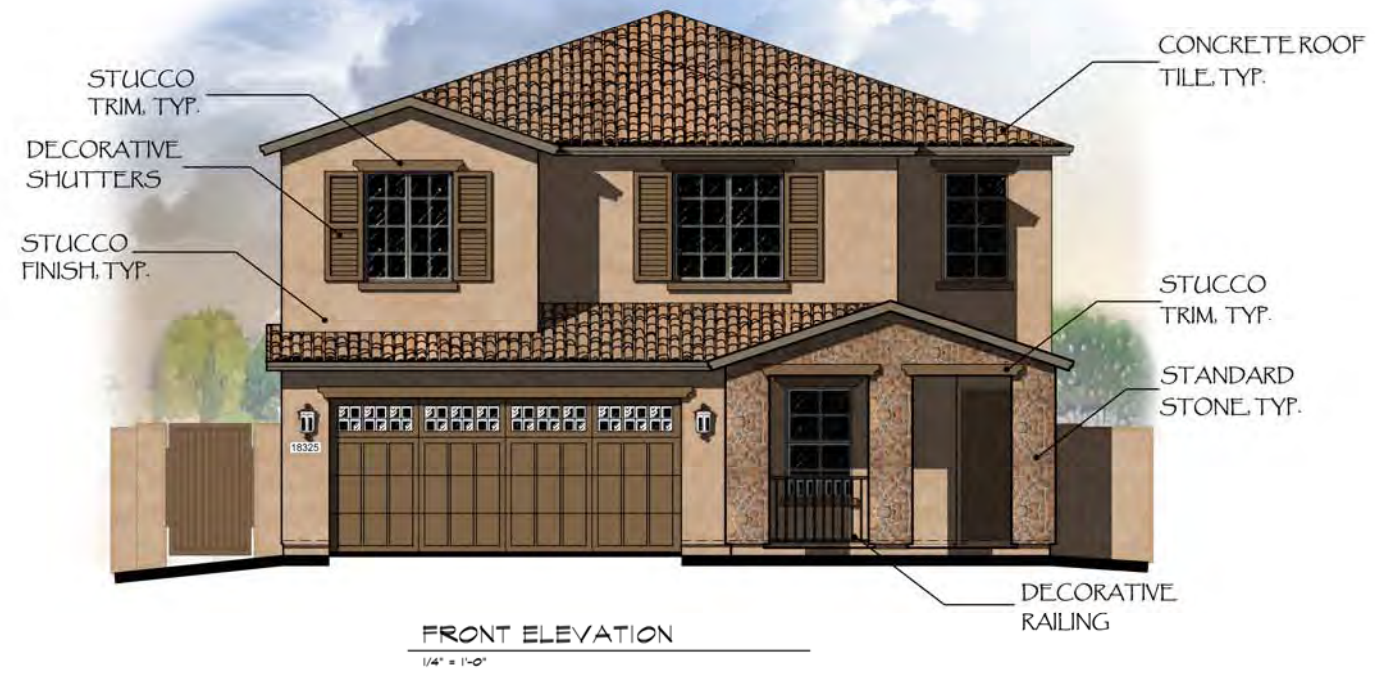
TAYLOR MORRISON 3500 SERIES
3526 - ELEVATION B

DATE: 10/22/2013

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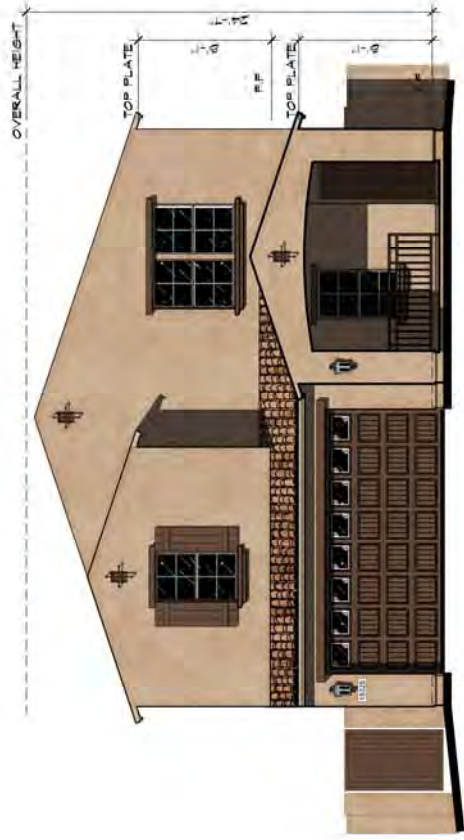
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3526 - ELEVATION C

DATE: 10/22/2013

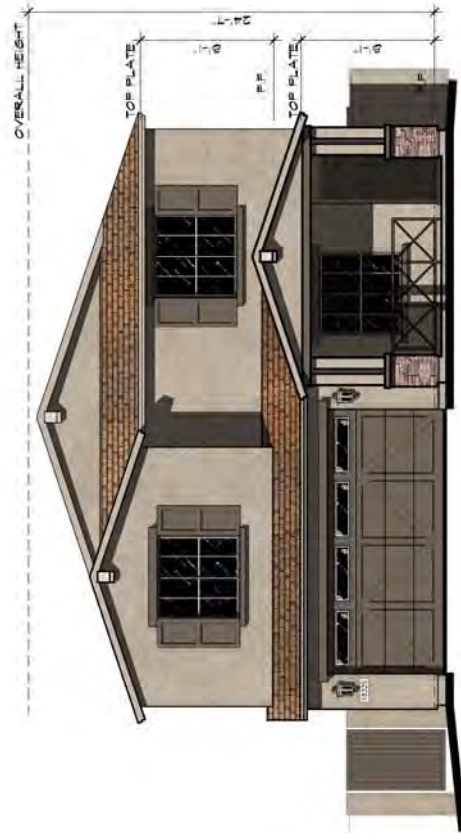
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morrison
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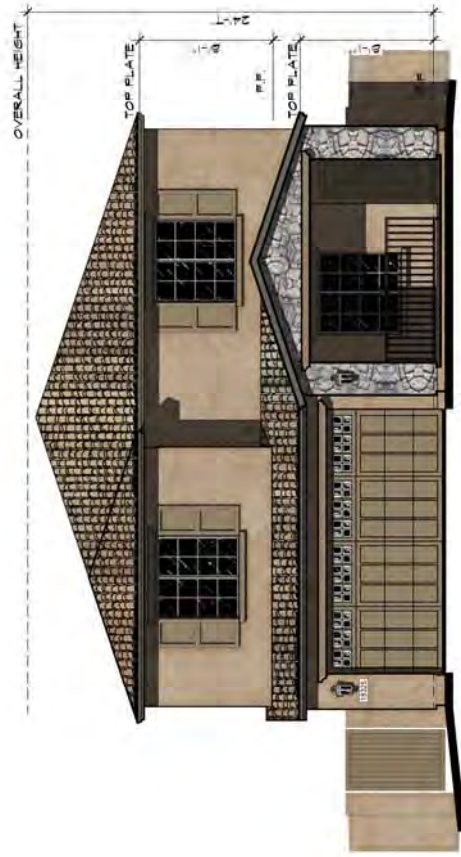
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ELEVATION 'A' (SPANISH)
5/16" = 1'-0"



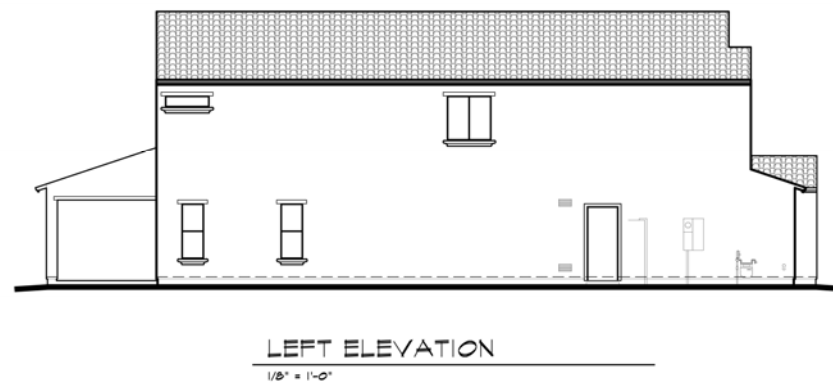
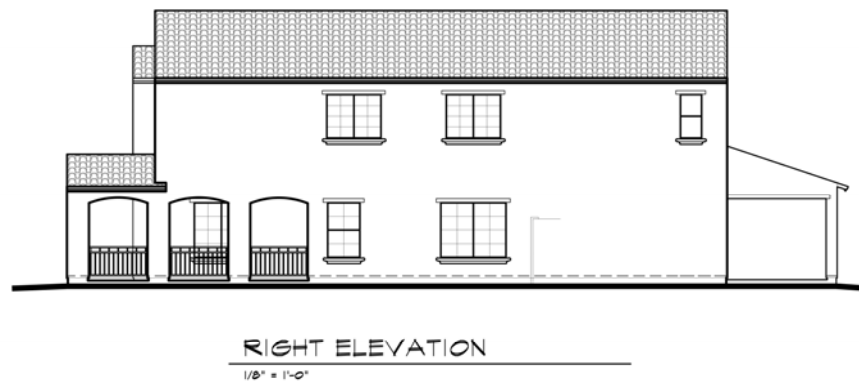
ELEVATION 'B' (RANCH)
5/16" = 1'-0"



ELEVATION 'C' (TUSCAN)
5/16" = 1'-0"

TAYLOR MORRISON LAS BRISAS 3500 SERIES
PLAN 3536 ELEVATIONS

DATE: 10/22/2013



DATE: 10/22/2013

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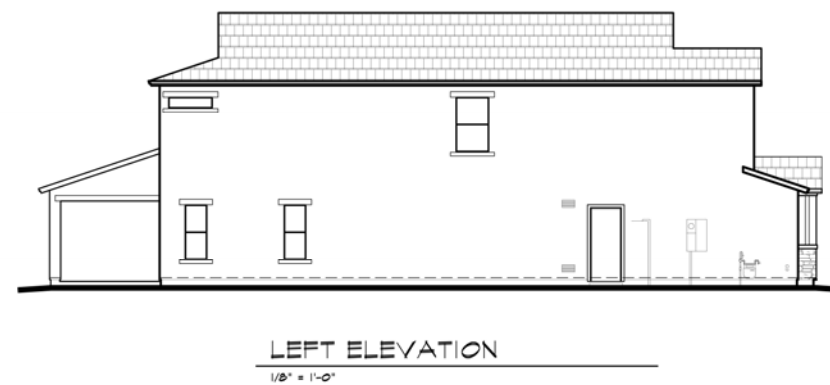
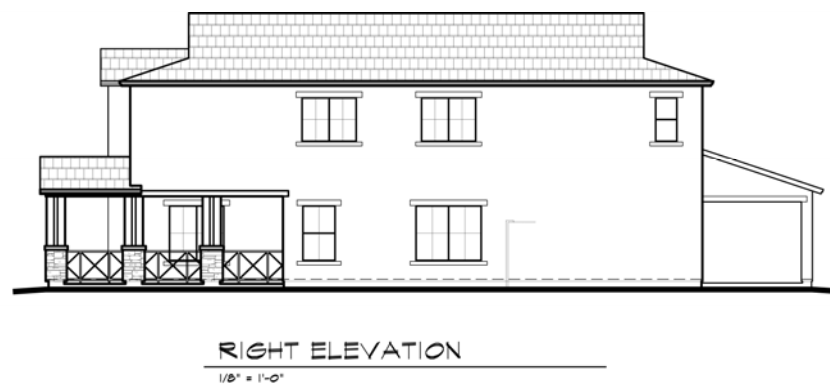


TAYLOR MORRISON LAS BRISAS 3500 SERIES
3536 - ELEVATION A (SPANISH)

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TAYLOR MORRISON LAS BRISAS 3500 SERIES
3536 - ELEVATION B (RANCH)

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"Where Quality Design Leads To Lower Cost"



FRONT ELEVATION

1/4" = 1'-0"



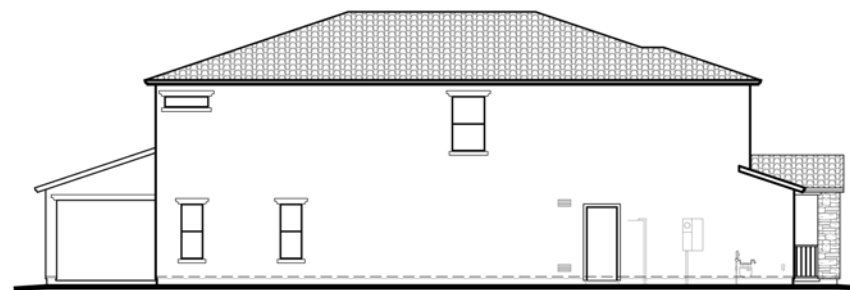
RIGHT ELEVATION

1/8" = 1'-0"



REAR ELEVATION

1/8" = 1'-0"



LEFT ELEVATION

1/8" = 1'-0"

TAYLOR MORRISON LAS BRISAS 3500 SERIES
3536 - ELEVATION C (TUSCAN)

DATE: 10/22/2013

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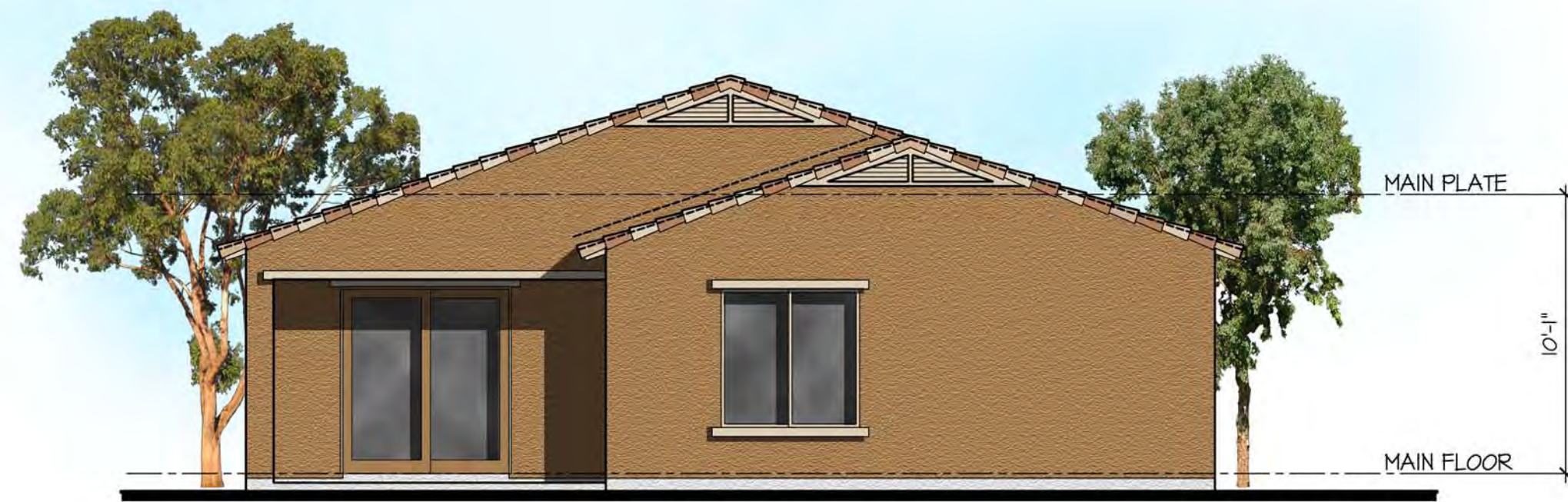
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Rear Elevation

scale: 3/16" = 1'-0"



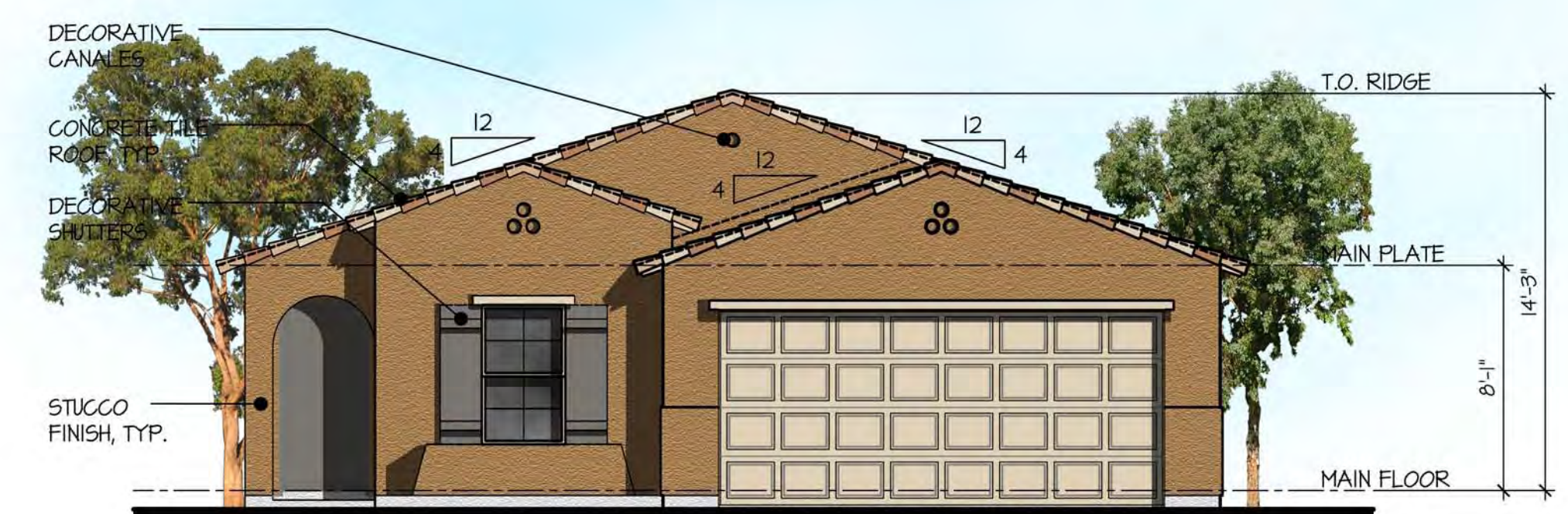
Right Side Elevation

scale: 3/16" = 1'-0"



Left Side Elevation

scale: 3/16" = 1'-0"



Front Elevation

scale: 3/16" = 1'-0"

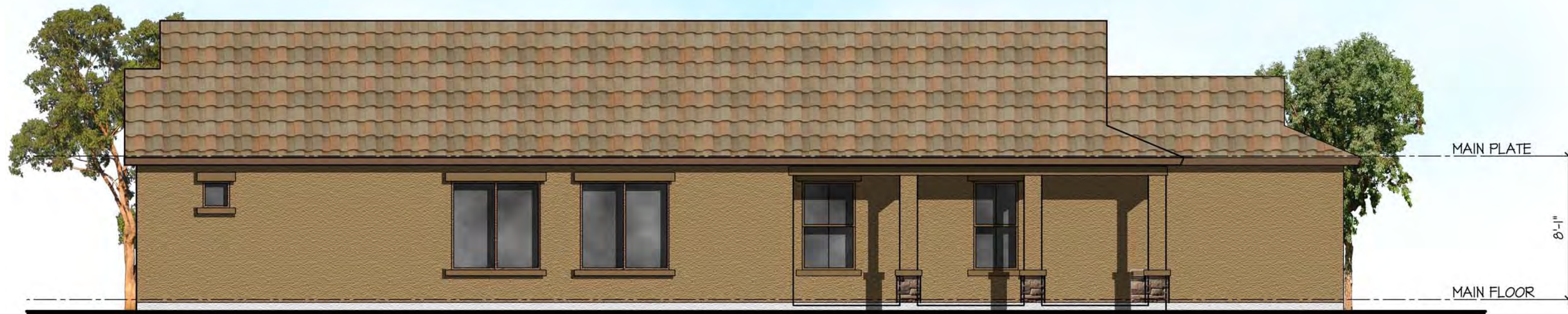
3513 - Spanish



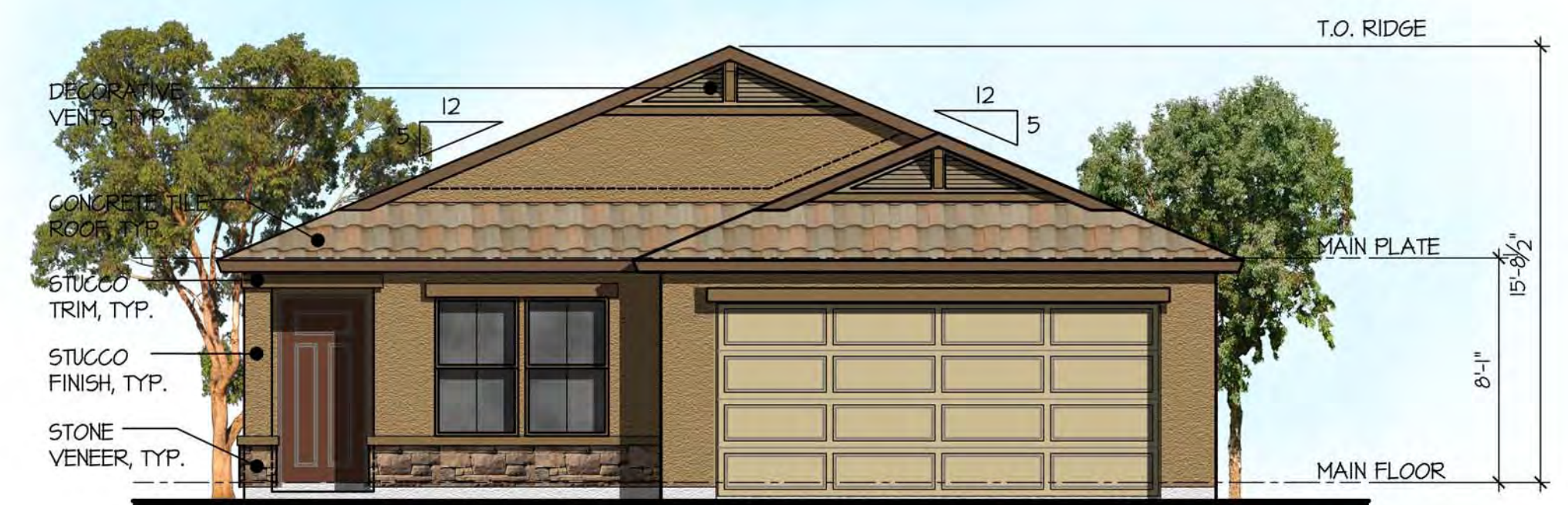
Rear Elevation
scale: 3/16" = 1'-0"



Right Side Elevation
scale: 3/16" = 1'-0"



Left Side Elevation
scale: 3/16" = 1'-0"



Front Elevation
scale: 3/16" = 1'-0"

3513 - Ranch



Rear Elevation

scale: 3/16" = 1'-0"



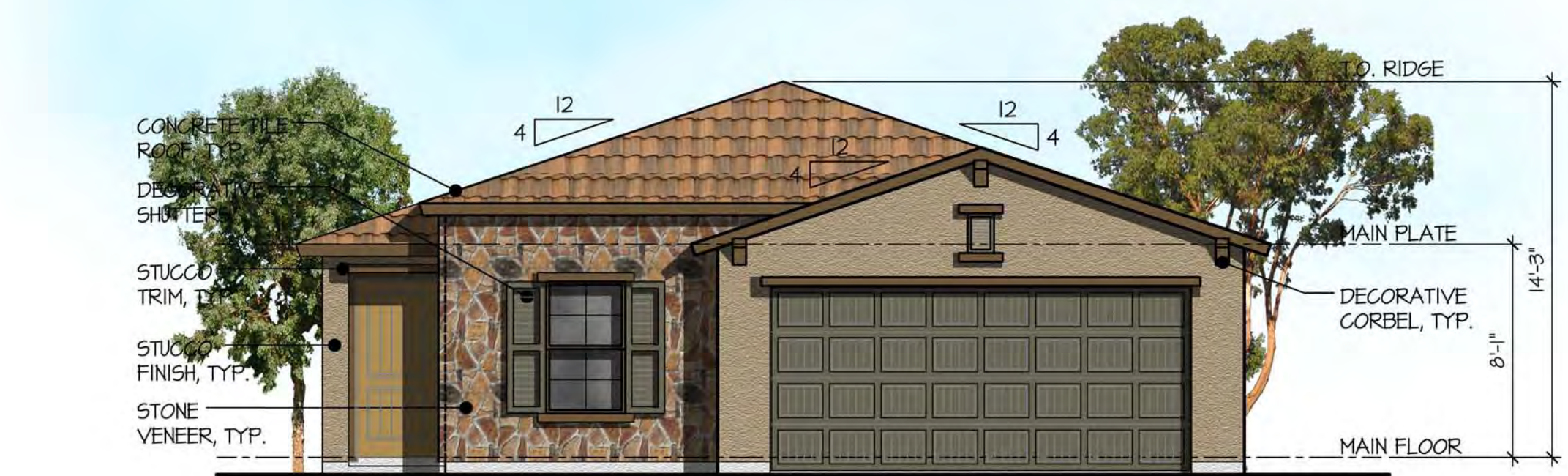
Right Side Elevation

scale: 3/16" = 1'-0"



Left Side Elevation

scale: 3/16" = 1'-0"



Front Elevation

scale: 3/16" = 1'-0"

3513 - Tuscan



Rear Elevation

scale: 3/16" = 1'-0"



Right Side Elevation

scale: 3/16" = 1'-0"



Left Side Elevation

scale: 3/16" = 1'-0"



Front Elevation

scale: 3/16" = 1'-0"

3514 - Spanish



Rear Elevation

scale: 3/16" = 1'-0"



Right Side Elevation

scale: 3/16" = 1'-0"



Left Side Elevation

scale: 3/16" = 1'-0"



Front Elevation

scale: 3/16" = 1'-0"

3514 - Ranch



Rear Elevation

scale: 3/16" = 1'-0"



Right Side Elevation

scale: 3/16" = 1'-0"



Left Side Elevation

scale: 3/16" = 1'-0"



Front Elevation

scale: 3/16" = 1'-0"

3514 - Tuscan



Rear Elevation

scale: 3/16" = 1'-0"



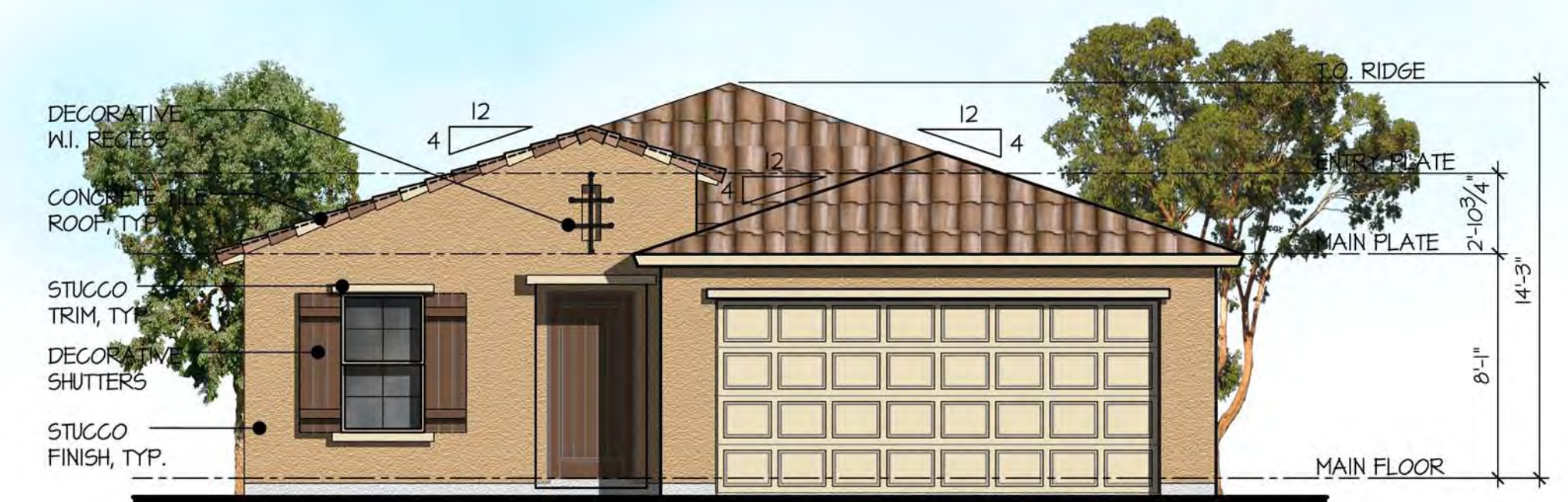
Right Side Elevation

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Left Side Elevation

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Front Elevation

scale: 3/16" = 1'-0"

3523 - Spanish



Rear Elevation

scale: 3/16" = 1'-0"



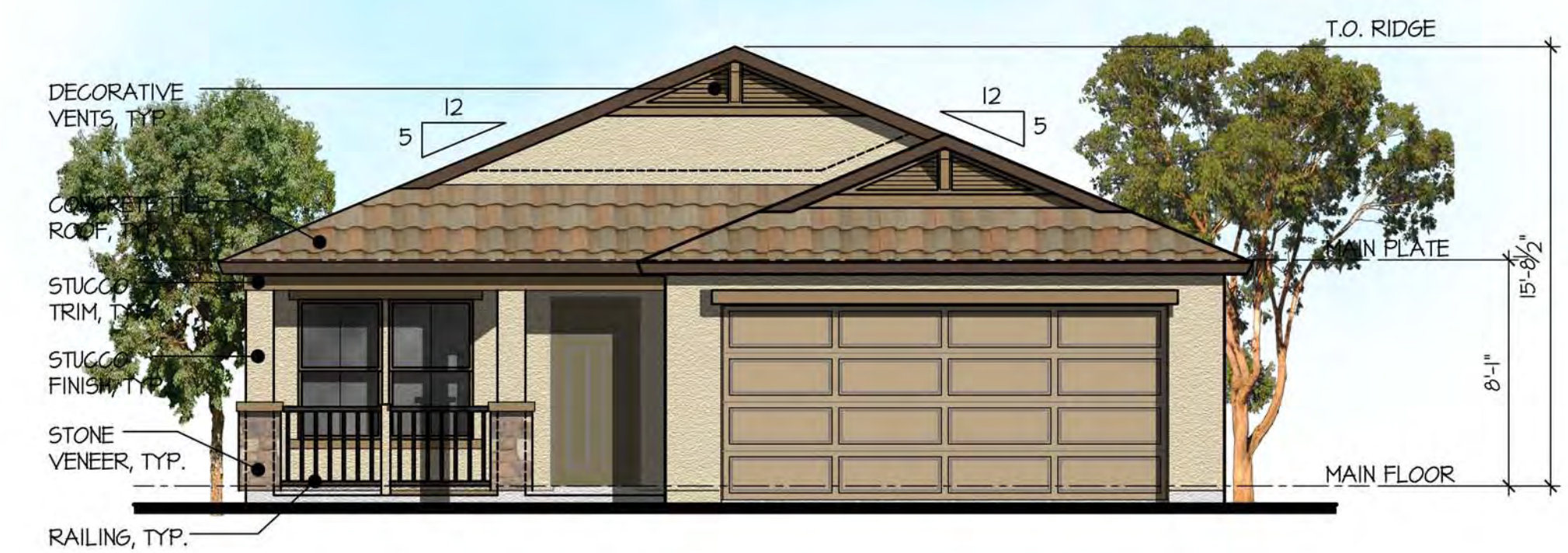
Right Side Elevation

scale: 3/16" = 1'-0"



Left Side Elevation

scale: 3/16" = 1'-0"



Front Elevation

scale: 3/16" = 1'-0"

3523 - Ranch



Rear Elevation

scale: 3/16" = 1'-0"



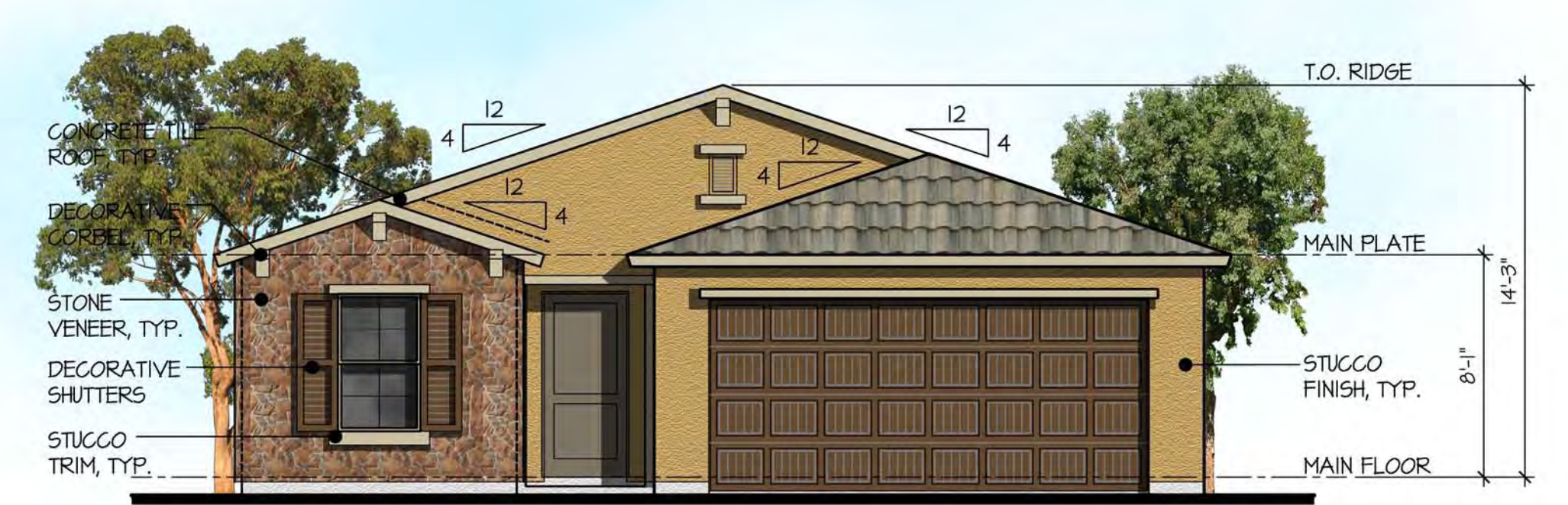
Right Side Elevation

scale: 3/16" = 1'-0"



Left Side Elevation

scale: 3/16" = 1'-0"



Front Elevation

scale: 3/16" = 1'-0"

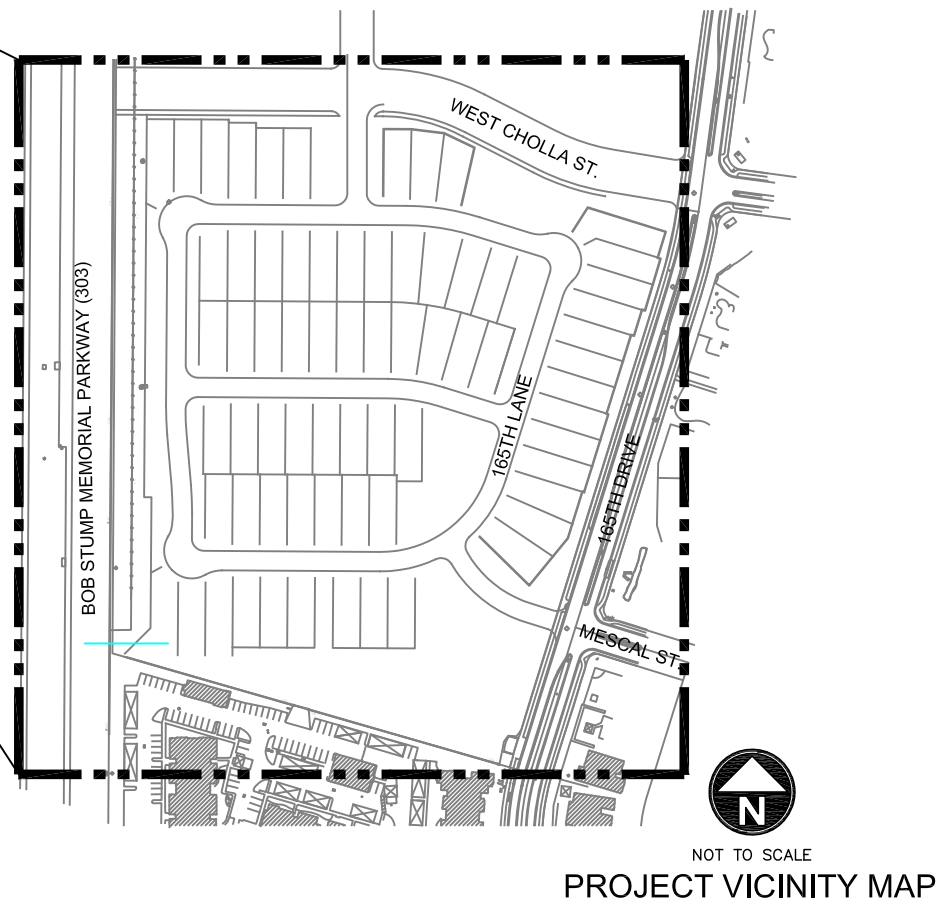
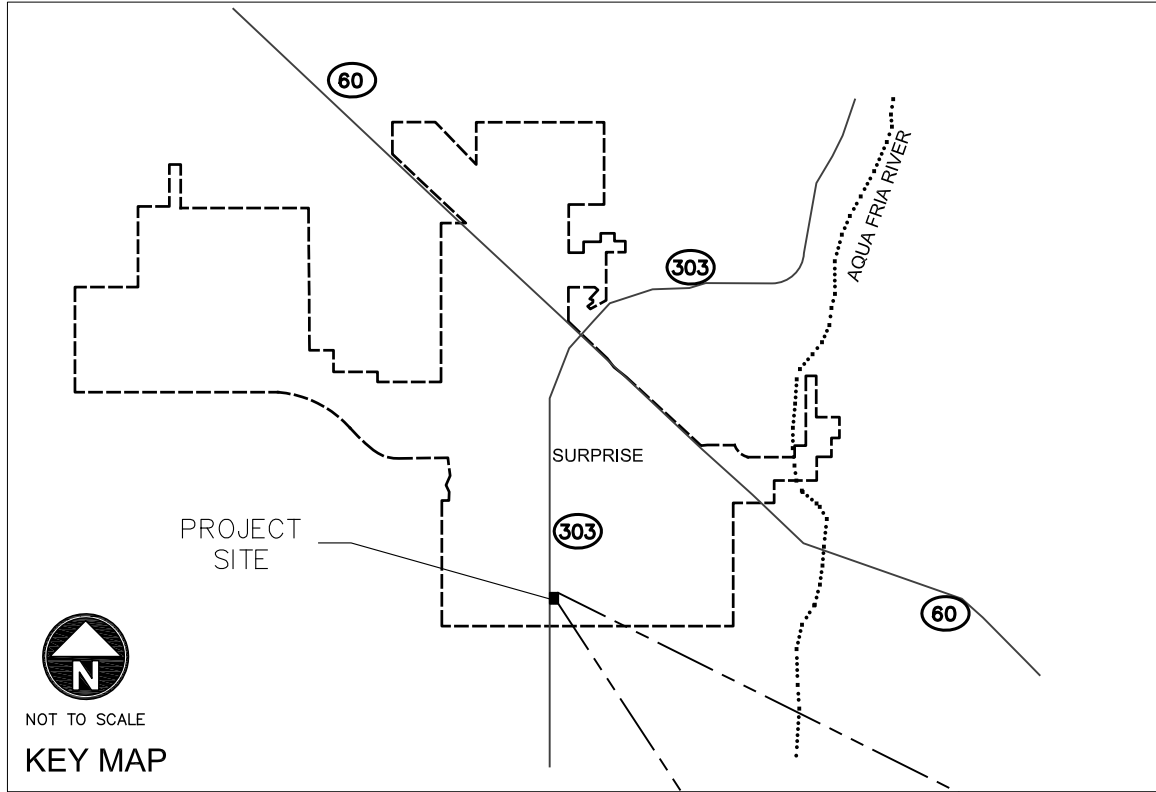
3523 - Tuscan

THE RETREAT AT SYCAMORE FARMS

Preliminary Plat for Parcel 12, Phase 2

City of Surprise - General Notes:

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.



Developer:

TAYLOR MORRISON - PHOENIX DIVISION
GREG ABRAMS
9000 EAST PIMA CENTER PARKWAY, SUITE 350
SCOTTSDALE, ARIZONA 85258
480.346.1734

Design Consultants:

LANDSCAPE ARCHITECT:
LANGVARDT DESIGN GROUP
ERIC LANGVARDT, LA
1525 WESTMORELAND DRIVE
SALT LAKE CITY, UTAH 84105
801.505.8090

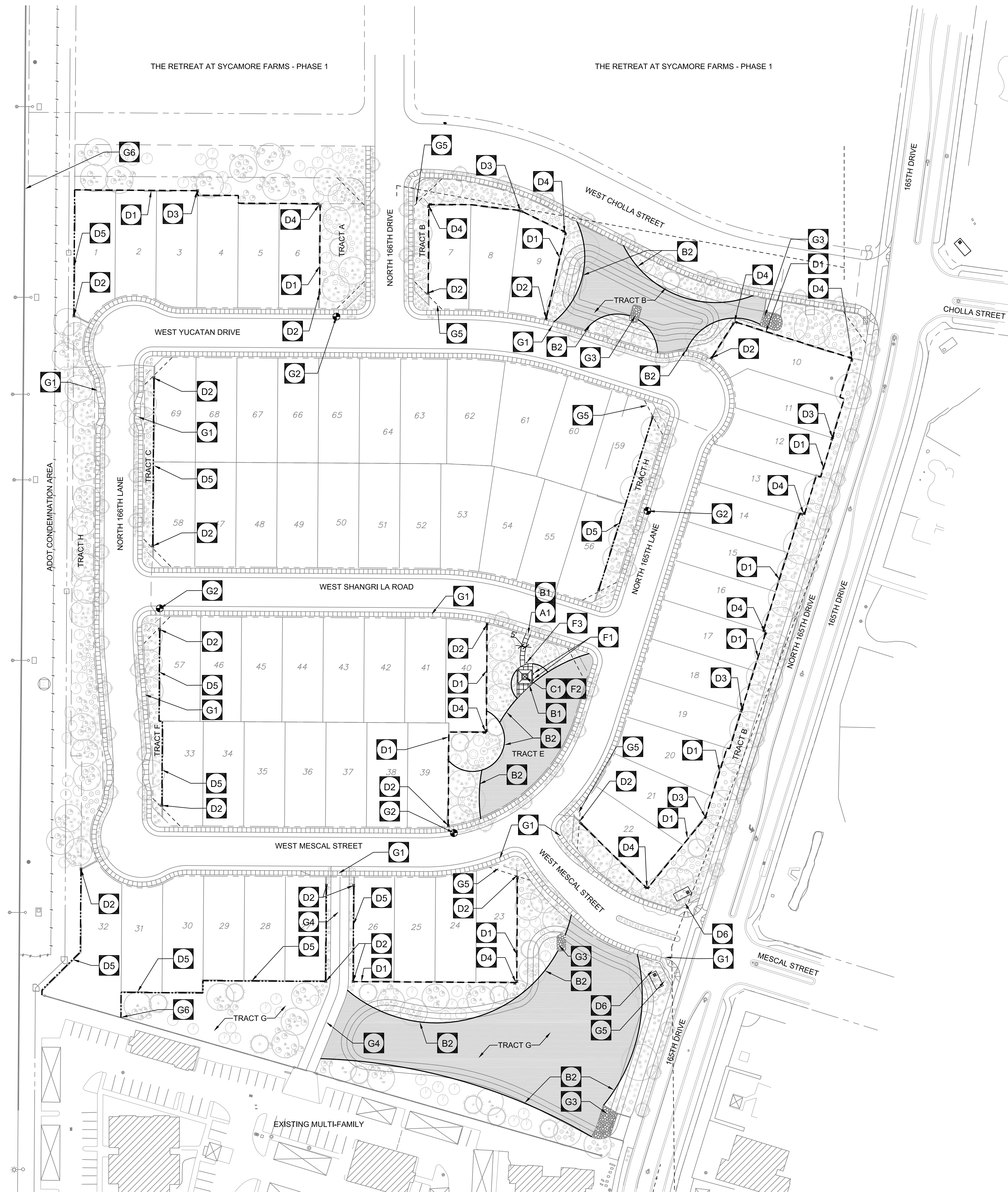
CIVIL ENGINEER:
GOODWIN AND MARSHALL, INC
WARREN RUSSELL
6909 WEST RAY ROAD, SUITE 15
CHANDLER, ARIZONA 85226
602.218.7285

Sheet Index:

Hardscape	SHEET H1.0	OVERALL WALL, WALK & AMENITY PLAN
	SHEET H1.1	WALL, WALK & AMENITY DETAILS
Landscape	SHEET L1.0	OVERALL LANDSCAPE PLAN
	SHEET L1.1	LANDSCAPE PLAN
	SHEET L1.2	LANDSCAPE PLAN
	SHEET L1.3	LANDSCAPE PLAN
	SHEET L1.4	LANDSCAPE PLAN
	SHEET L1.5	LANDSCAPE PLAN
	SHEET L1.6	LANDSCAPE PLAN, SCHEDULE & DETAILS

THE RETREAT
AT SYCAMORE FARMS - LANDSCAPE PLANS
PARCEL 12, PHASE 2

PRELIMINARY PLAT CITY OF SURPRISE, AZ	
	
	
DATE: DECEMBER 2013	
PROJECT: 070	
DRAWN BY: MP	
REVIEW BY: EL	
VERSION: PRELIMINARY PLAT	
REVISIONS:	
SHEET TITLE: OVERALL COVER SHEET	
SHEET NUMBER: C1.0	



WALL, WALK & AMENITY PLAN KEYNOTES

SECTION A: JOINTS

- A1 PROVIDE EXPANSION JOINT WIDOWEL AT EXISTING CONCRETE EDGE. PROTECT EXISTING CONCRETE WALK. SEE DETAIL 1, SHEET H1.1

SECTION B: CAST-IN-PLACE

- B1 CONCRETE PAVEMENT, COLOR: GRAY
FINISH: MEDIUM BROOM. SEE DETAIL 1, SHEET H1.1
B2 CONCRETE HEADER/MOW CURB
SEE DETAIL 2, SHEET H1.1

SECTION C: STRUCTURES

- C1 PICNIC PAVILION -
SEE DETAIL 3, SHEET H1.1

SECTION D: WALLS

- D1 COMMUNITY THEME WALL
SEE DETAIL 4, SHEET H1.1
D2 COMMUNITY THEME WALL END COLUMN -
SEE DETAIL 5, SHEET H1.1
D3 COMMUNITY THEME WALL COLUMN -
SEE DETAIL 6, SHEET H1.1
D4 COMMUNITY THEME WALL COLUMN ON
CORNER - SEE DETAIL 6, SHEET H1.1
D5 COMMUNITY SUB-DIVISION CMU WALL -
SEE DETAIL 7, SHEET H1.1
D6 ENTRY MONUMENT - SEE DETAIL 8,
SHEET H1.1

SECTION F: SITE AMENITIES/FURNISHINGS

- F1 IRON MTN. FORGE BBQ MODEL 216-X; SURFACE
MOUNT. SEE DETAIL 9, SHEET H1.1
F2 PEDESTAL MOUNT PICNIC TABLE TO MATCH
EXISTING ON SITE - SEE DETAIL 9, SHEET H1.1
F3 TRASH RECEPTACLE TO MATCH EXISTING ON SITE
SEE DETAIL 10, SHEET H1.1

SECTION G: MISC.

- G1 5'-0" CONCRETE SIDEWALK, FOR
REFERENCE ONLY - SEE CIVIL PLANS
G2 FIRE HYDRANT MIN. 5' CLEAR & FLAT AROUND
HYDRANT, NO PLANTINGS BETWEEN HYDRANT & CURB
PLANS
G3 DRAINAGE OUTLET - FOR REFERENCE ONLY SEE CIVIL
PLANS
G4 FIRE ACCESS ROAD
G5 SIGHT VISIBILITY TRIANGLE - PER CITY OF SURPRISE
STANDARD DETAIL 4-02
G6 TIE WALL TO EXISTING WALL

THE RETREAT

AT SYCAMORE FARMS - LANDSCAPE PLANS
PARCEL 12, PHASE 2

PRELIMINARY
PLAT
CITY OF SURPRISE, AZ

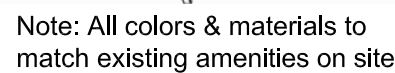
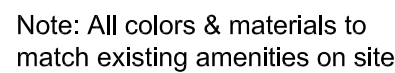
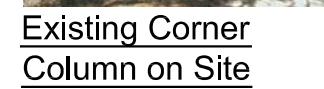
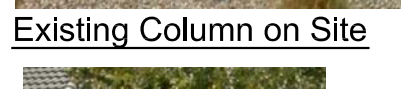
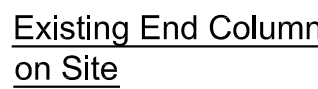


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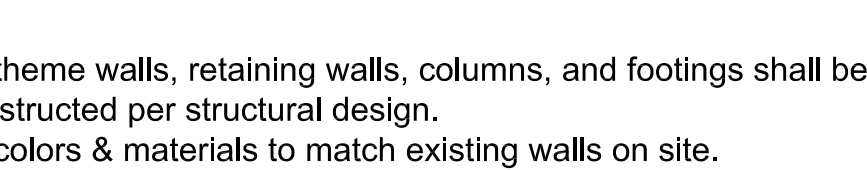
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OVERALL WALL,
WALK & AMENITY PLAN

SHEET NUMBER:

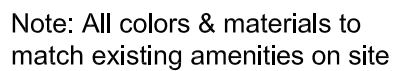
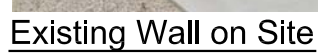
H1.0



Note: All colors & materials to match existing amenities on site.



LOT DRAINAGE:
Provide drainage from lot to open space as specified on engineering plans. Install 2 deco blocks to drain through low point of lot.



PRELIMINARY
PLAT
CITY OF SURPRISE, AZ



Call at least two full working days
before you begin excavation.

ARIZONA811
Arizona Blue Stake, Inc.

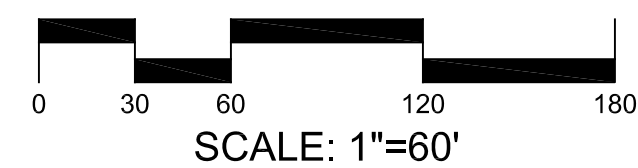
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

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SHEET TITLE:
WALL, WALK
& AMENITY DETAILS

SHEET NUMBER:

H1.1



THE RETREAT

AT SYCAMORE FARMS - LANDSCAPE PLANS
PARCEL 12, PHASE 2

PRELIMINARY
PLAT
CITY OF SURPRISE, AZ



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REVISIONS:	

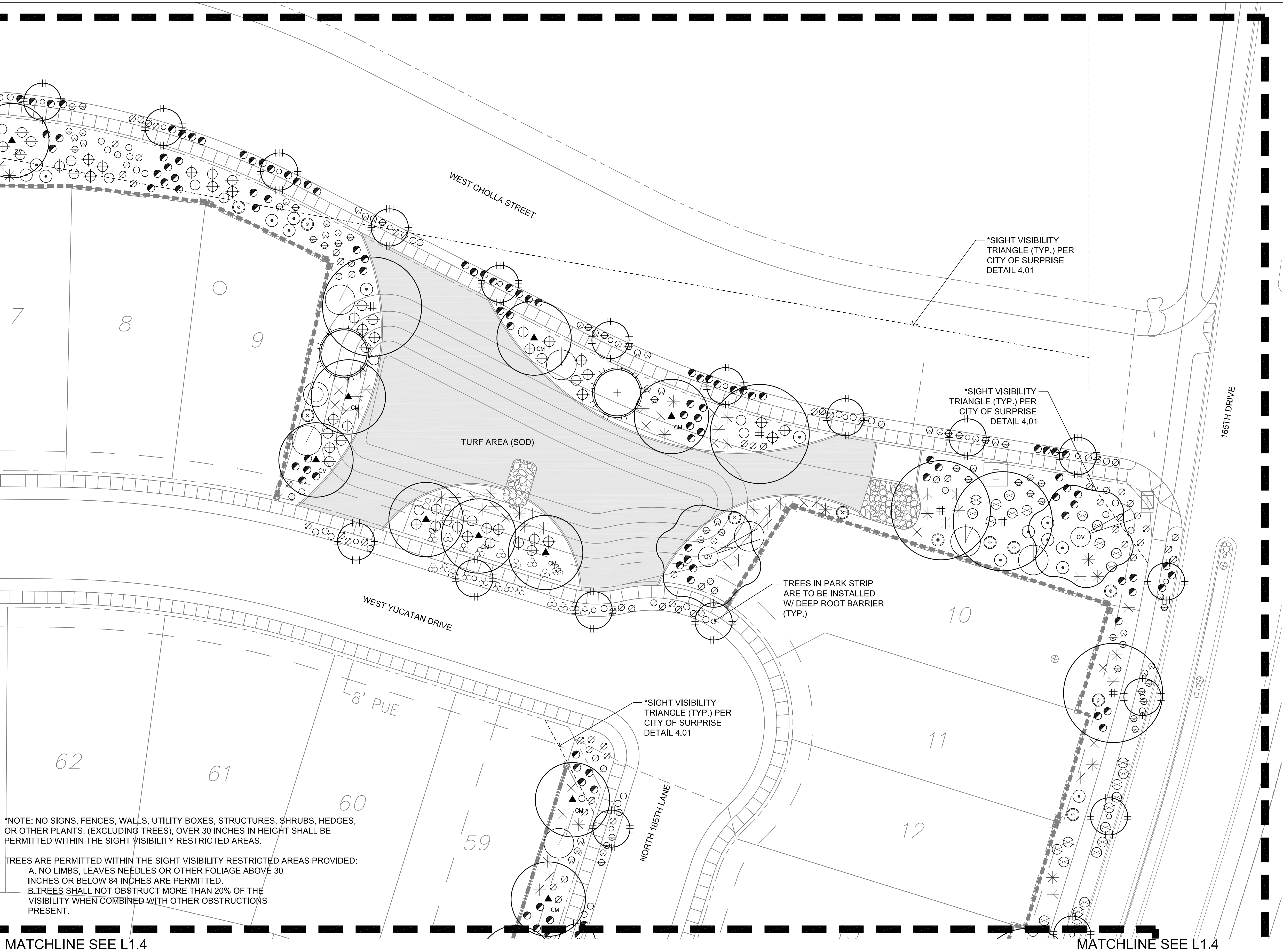
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**OVERALL
LANDSCAPE PLAN**

SHEET NUMBER:

L1.0

MATCHLINE SEE L1.2

MATCHLINE SEE L1.2



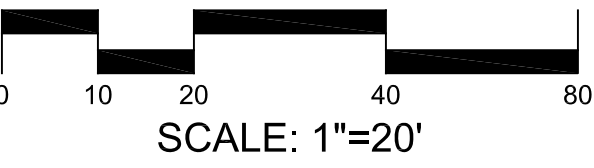
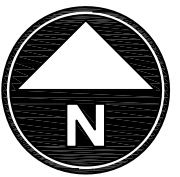
*NOTE: NO SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES, OR OTHER PLANTS, (EXCLUDING TREES), OVER 30 INCHES IN HEIGHT SHALL BE PERMITTED WITHIN THE SIGHT VISIBILITY RESTRICTED AREAS.

TREES ARE PERMITTED WITHIN THE SIGHT VISIBILITY RESTRICTED AREAS PROVIDED:
A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

Plant Schedule

SYMBOL	BOTANICAL/COMMON NAME
TREES	
#	Dalbergia sissoo Rosewood
▲	Prosopis chilensis (Hybrid) Thornless Chilean Mesquite
○	Chilopsis linearis Desert Willow
EVERGREEN TREES	
+	Pinus elarica Afghan Pine
◊	Quercus virginiana Heritage Live Oak
EVERGREEN SHRUBS	
◊	Lantana x 'New Gold' New Gold Lantana
●	Lantana montevidensis Trailing Purple Lantana
LARGE SHRUBS 7-15' SPREAD	
◊	Dodonaea viscosa Green Hopseed Bush
○	Caesalpinia mexicana Mexican Bird of Paradise
MEDIUM SHRUBS 5-7' SPREAD	
◊	Larrea tridentata Creosote Bush
◊	Nerium oleander 'Petite Pink' Petite Pink Oleander
SMALL SHRUBS 2-5' SPREAD	
●	Calliandra californica Baja Fairy Duster
◊	Convolvulus cneorum Silver Bush Morning Glory
◊	Ruellia brittoniana Mexican Petunia
PERENNIALS/SUCCULENTS	
◊	Hesperaloe parviflora Red Yucca
GRASSES	
*	Muhlenbergia rigens Deer Grass
TURF	
■	Cynodon Dactylon 'Mid-Iron' 'Mid-Iron' Bermuda Grass
GROUNDCOVERS	
⊕	Dalea greggii Trailing indigo bush

KEY MAP



THE RETREAT

AT SYCAMORE FARMS - LANDSCAPE PLANS
PARCEL 12, PHASE 2

PRELIMINARY
PLAT
CITY OF SURPRISE, AZ



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VERSION:	PRELIMINARY PLAT
REVISIONS:	

SHEET TITLE:
LANDSCAPE
PLAN

SHEET NUMBER:

L1.1

Plant Schedule

SYMBOL	BOTANICAL/COMMON NAME
TREES	
#	Dalbergia sissoo Rosewood
▲	Prosopis chilensis (Hybrid) Thornless Chilean Mesquite
○	Chilopsis linearis Desert Willow
EVERGREEN TREES	
+	Pinus elarica Afghan Pine
○	Quercus virginiana Heritage Live Oak
EVERGREEN SHRUBS	
○	Lantana x 'New Gold' New Gold Lantana
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LARGE SHRUBS 7-15' SPREAD	
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○	Caesalpinia mexicana Mexican Bird of Paradise
MEDIUM SHRUBS 5-7' SPREAD	
◐	Larrea tridentata Creosote Bush
⊙	Nerium oleander 'Petite Pink' Petite Pink Oleander
SMALL SHRUBS 2-5' SPREAD	
⊙	Calliandra californica Baja Fairy Duster
⊙	Convolvulus cneorum Silver Bush Morning Glory
⊙	Ruellia brittoniana Mexican Petunia
PERENNIALS/SUCCULENTS	
⊗	Hesperaloe parviflora Red Yucca
GRASSES	
*	Muhlenbergia rigens Deer Grass
TURF	
■	Cynodon Dactylon 'Mid-Iron' 'Mid-Iron' Bermuda Grass
GROUNDCOVERS	
⊕	Dalea greggii Trailing indigo bush

KEY MAP



MATCHLINE SEE L1.3

ADOT CONDEMNATION AREA

BOB STUMP MEMORIAL PARKWAY

NORTH 166TH LANE

WEST YUCATAN DRIVE

NORTH 166TH DRIVE

*SIGHT VISIBILITY
TRIANGLE (TYP.) PER
CITY OF SURPRISE
DETAIL 4.01

8' PUE

TREES IN PARK STRIP
ARE TO BE INSTALLED
W/ DEEP ROOT BARRIER
(TYP.)

*SIGHT VISIBILITY
TRIANGLE (TYP.) PER
CITY OF SURPRISE
DETAIL 4.01

FIRE HYDRANT
MIN. 5' CLEAR AND FLAT
AROUND HYDRANT. NO
PLANTINGS BETWEEN
HYDRANT AND CURB

SIGHT VISIBILITY
TRIANGLE (TYP.)

*SIGHT VISIBILITY
TRIANGLE (TYP.) PER
CITY OF SURPRISE
DETAIL 4.01

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VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS
PRESENT.

MATCHLINE SEE L1.3

MATCHLINE SEE L1.1

MATCHLINE SEE L1.1

THE RETREAT

AT SYCAMORE FARMS - LANDSCAPE PLANS
PARCEL 12, PHASE 2

PRELIMINARY
PLAT
CITY OF SURPRISE, AZ



DATE:	DECEMBER 2013
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SHEET TITLE:
LANDSCAPE
PLAN

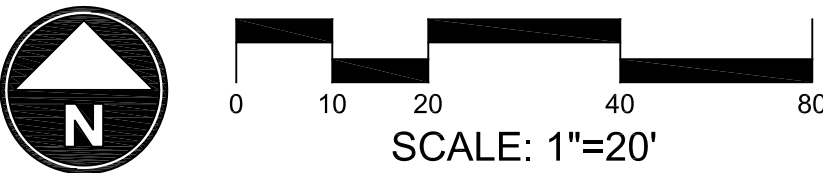
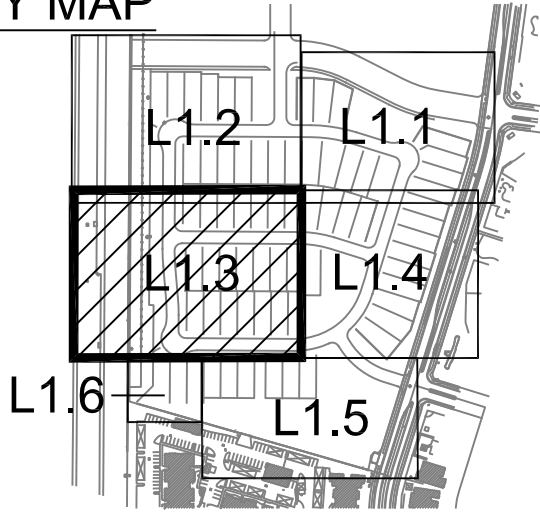
SHEET NUMBER:

L1.2

Plant Schedule

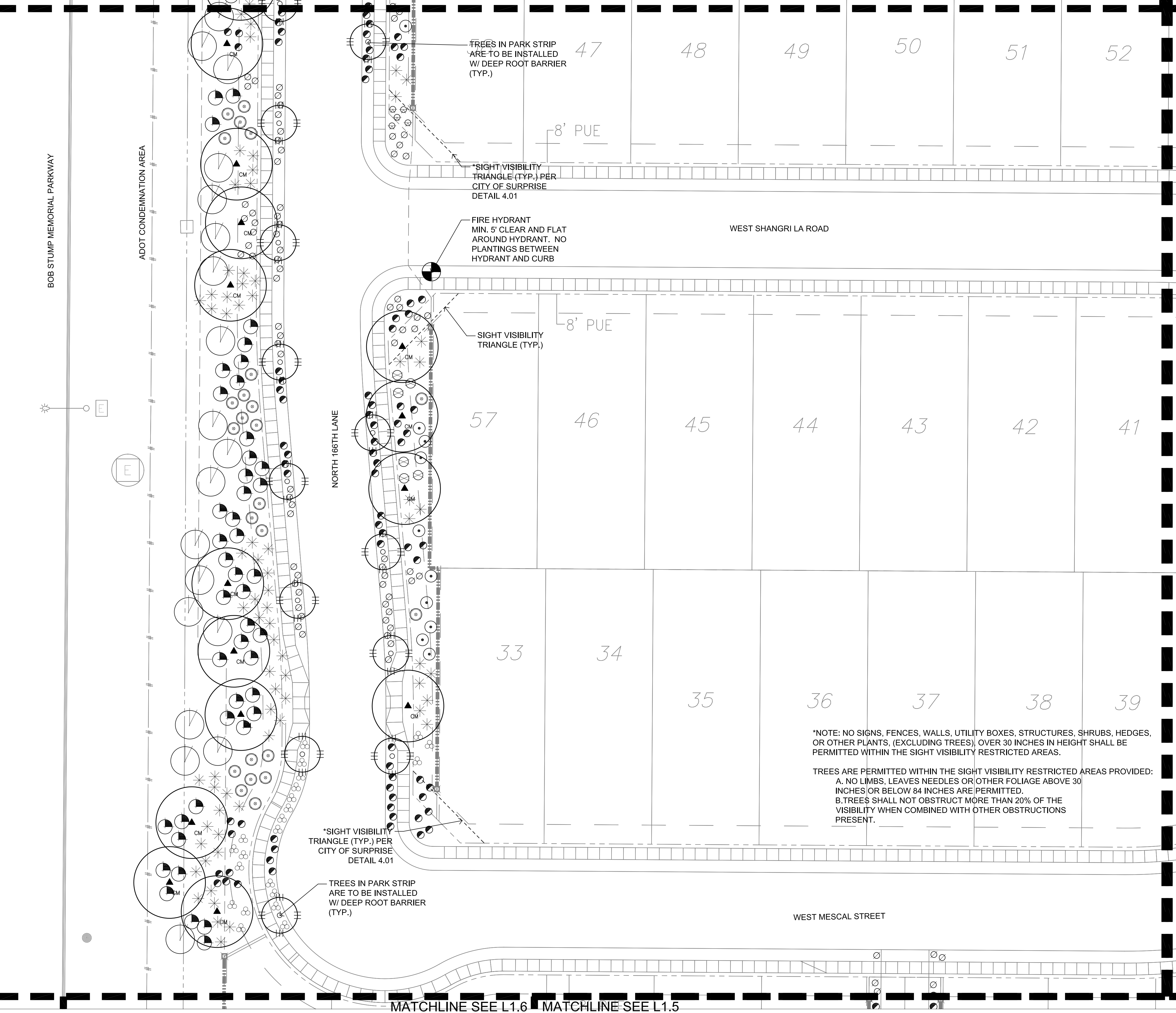
SYMBOL	BOTANICAL/COMMON NAME
TREES	
	Dalbergia sissoo Rosewood
	Prosopis chilensis (Hybrid) Thornless Chilean Mesquite
	Chilopsis linearis Desert Willow
EVERGREEN TREES	
	Pinus elarica Afghan Pine
	Quercus virginiana Heritage Live Oak
EVERGREEN SHRUBS	
	Lantana x 'New Gold' New Gold Lantana
	Lantana montevidensis Trailing Purple Lantana
LARGE SHRUBS 7-15' SPREAD	
	Dodonaea viscosa Green Hopseed Bush
	Caesalpinia mexicana Mexican Bird of Paradise
MEDIUM SHRUBS 5-7' SPREAD	
	Larrea tridentata Creosote Bush
	Nerium oleander 'Petite Pink' Petite Pink Oleander
SMALL SHRUBS 2-5' SPREAD	
	Calliandra californica Baja Fairy Duster
	Convolvulus cneorum Silver Bush Morning Glory
	Ruellia brittoniana Mexican Petunia
PERENNIALS/SUCCULENTS	
	Hesperaloe parviflora Red Yucca
GRASSES	
	Muhlenbergia rigens Deer Grass
TURF	
	Cynodon Dactylon 'Mid-Iron' 'Mid-Iron' Bermuda Grass
GROUNDCOVERS	
	Dalea greggii Trailing indigo bush

KEY MAP



MATCHLINE SEE L1.2

MATCHLINE SEE L1.2



TREES IN PARK STRIP
ARE TO BE INSTALLED
W/ DEEP ROOT BARRIER
(TYP.)

47

48

49

50

51

52

8' PUE

*SIGHT VISIBILITY
TRIANGLE (TYP.) PER
CITY OF SURPRISE
DETAIL 4.01

FIRE HYDRANT
MIN. 5' CLEAR AND FLAT
AROUND HYDRANT. NO
PLANTINGS BETWEEN
HYDRANT AND CURB

WEST SHANGRI LA ROAD

SIGHT VISIBILITY
TRIANGLE (TYP.)

8' PUE

57

46

45

44

43

42

41

33

34

35

36

37

38

39

*NOTE: NO SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES,
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PRESENT.

*SIGHT VISIBILITY
TRIANGLE (TYP.) PER
CITY OF SURPRISE
DETAIL 4.01

TREES IN PARK STRIP
ARE TO BE INSTALLED
W/ DEEP ROOT BARRIER
(TYP.)

WEST MESCAL STREET

MATCHLINE SEE L1.6 MATCHLINE SEE L1.5

MATCHLINE SEE L1.4

MATCHLINE SEE L1.4

THE RETREAT

AT SYCAMORE FARMS - LANDSCAPE PLANS
PARCEL 12, PHASE 2

PRELIMINARY
PLAT
CITY OF SURPRISE, AZ

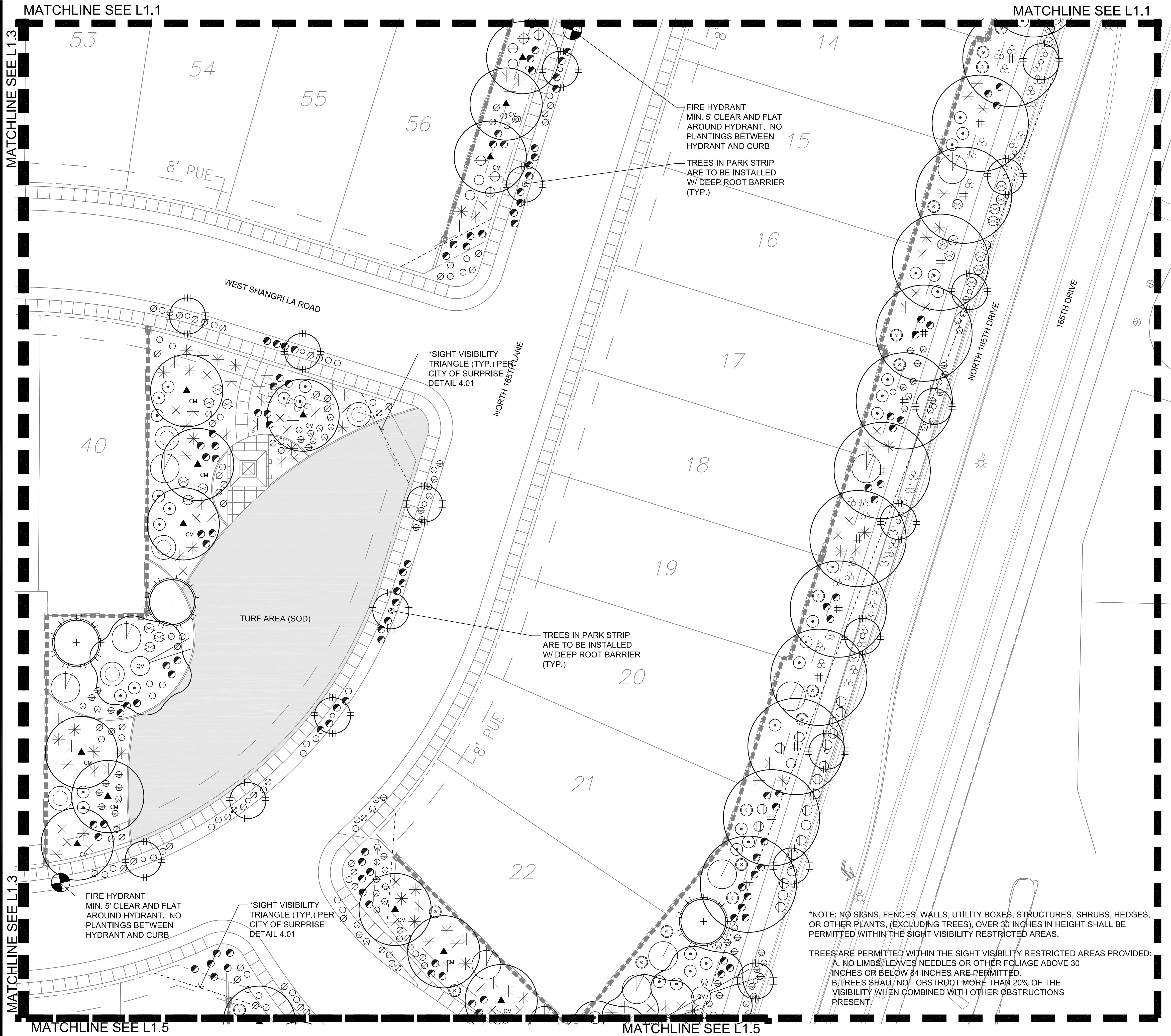


DATE:	DECEMBER 2013
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REVIEW BY:	EL
VERSION:	PRELIMINARY PLAT
REVISIONS:	

SHEET TITLE:
LANDSCAPE
PLAN

SHEET NUMBER:

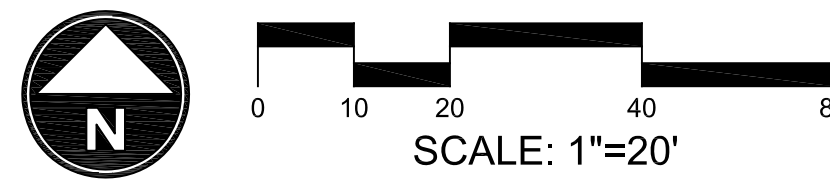
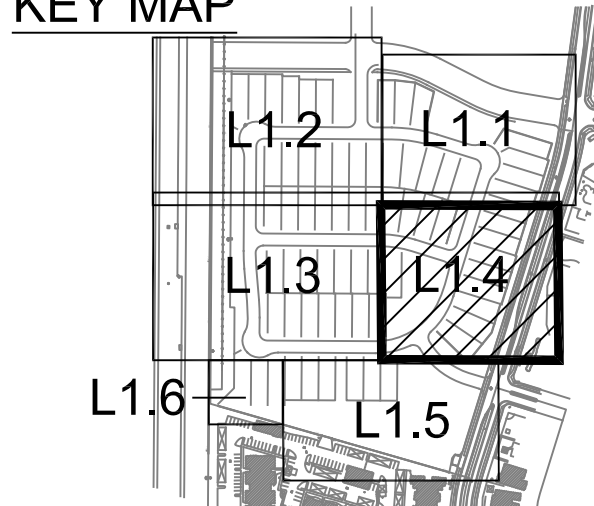
L1.3



Plant Schedule

SYMBOL	BOTANICAL/COMMON NAME
TREES	
#	Dalbergia sissoo Rosewood
▲	Prosopis chilensis (Hybrid) Thornless Chilean Mesquite
○	Chilopsis linearis Desert Willow
EVERGREEN TREES	
+	Pinus elarica Afghan Pine
○	Quercus virginiana Heritage Live Oak
EVERGREEN SHRUBS	
○	Lantana x 'New Gold' New Gold Lantana
●	Lantana montevidensis Trailing Purple Lantana
LARGE SHRUBS 7-15' SPREAD	
○	Dodonaea viscosa Green Hopseed Bush
○	Caesalpinia mexicana Mexican Bird of Paradise
MEDIUM SHRUBS 5-7' SPREAD	
○	Larrea tridentata Creosote Bush
○	Nerium oleander 'Petite Pink' Petite Pink Oleander
SMALL SHRUBS 2-5' SPREAD	
○	Calliandra californica Baja Fairy Duster
○	Convolvulus cneorum Silver Bush Morning Glory
○	Ruellia brittoniana Mexican Petunia
PERENNIALS/SUCCULENTS	
○	Hesperaloe parviflora Red Yucca
GRASSES	
*	Muhlenbergia rigens Deer Grass
TURF	
■	Cynodon Dactylon 'Mid-Iron' 'Mid-Iron' Bermuda Grass
GROUNDCOVERS	
○	Dalea greggii Trailing indigo bush

KEY MAP



THE RETREAT

AT SYCAMORE FARMS - LANDSCAPE PLANS
PARCEL 12, PHASE 2

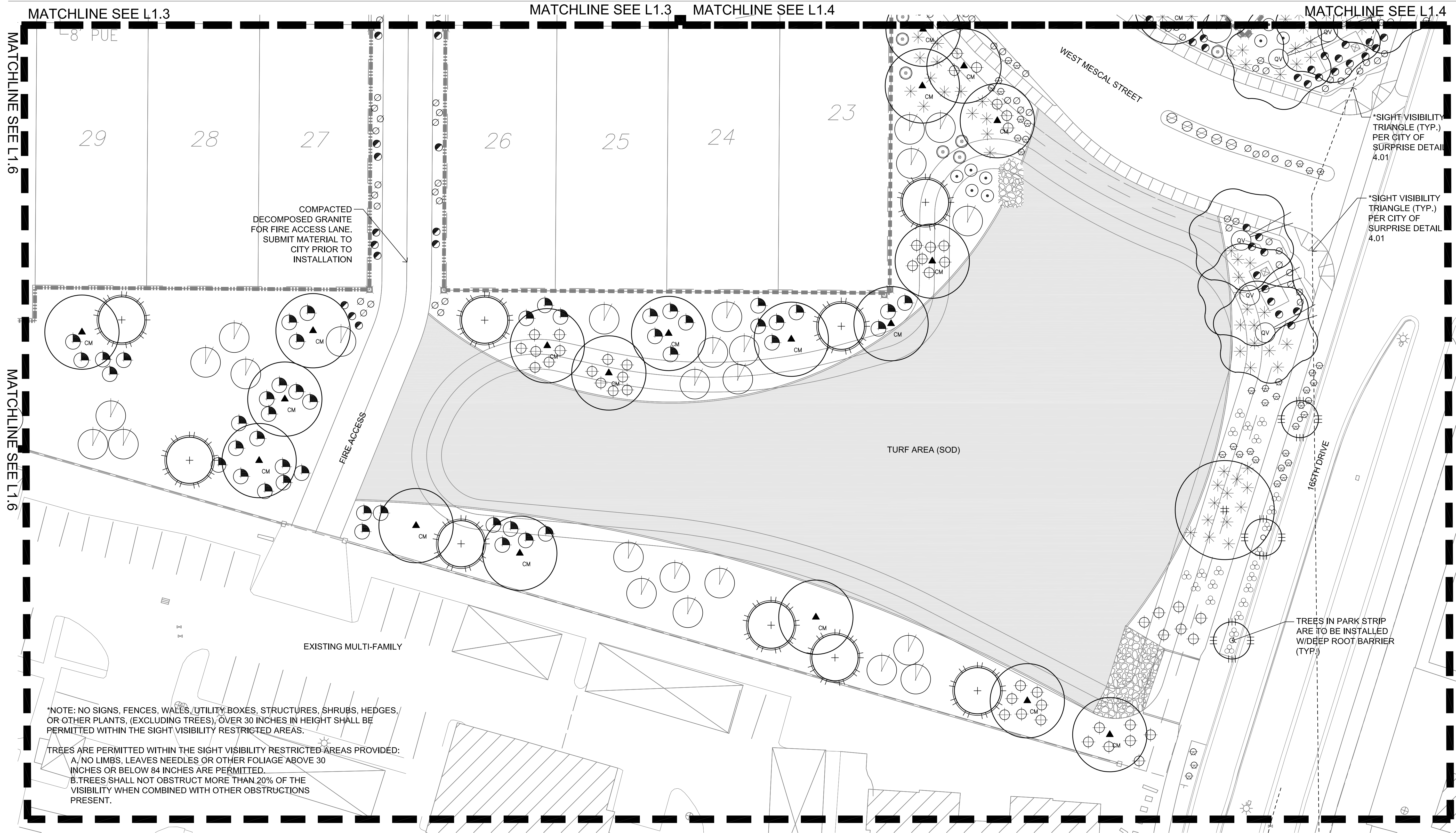
PRELIMINARY
PLAT
CITY OF SURPRISE, AZ



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SHEET TITLE:
LANDSCAPE
PLAN

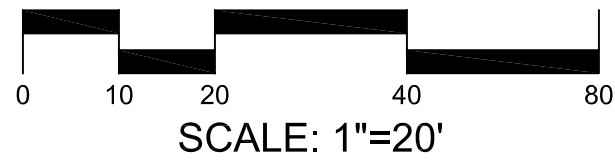
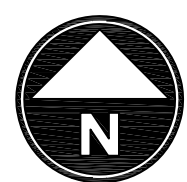
SHEET NUMBER:
L1.4



Plant Schedule

SYMBOL	BOTANICAL/Common Name		
TREES			
#	Dalbergia sissoo Rosewood	○	EVERGREEN SHRUBS
▲	Prosopis chilensis (Hybrid) Thornless Chilean Mesquite	●	Lantana x 'New Gold' New Gold Lantana
○	Chilopsis linearis Desert Willow	◐	Lantana montevidensis Trailing Purple Lantana
EVERGREEN TREES			
+	Pinus elarica Afghan Pine	◑	LARGE SHRUBS 7-15' SPREAD
⊙	Quercus virginiana Heritage Live Oak	◒	Dodonaea viscosa Green Hopseed Bush
		◓	Caesalpinia mexicana Mexican Bird of Paradise
		◔	MEDIUM SHRUBS 5-7' SPREAD
		◕	Larrea tridentata Creosote Bush
		◖	Nerium oleander 'Petite Pink' Petite Pink Oleander
		◗	
		◘	SMALL SHRUBS 2-5' SPREAD
		◙	Calliandra californica Baja Fairy Duster
		◚	Convolvulus cneorum Silver Bush Morning Glory
		◛	Ruellia brittoniana Mexican Petunia
		◜	PERENNIALS/SUCCULENTS
		◝	Hesperaloe parviflora Red Yucca
		◞	GRASSES
		◟	Muhlenbergia rigens Deer Grass
		◠	TURF
		◡	Cynodon Dactylon 'Mid-Iron' 'Mid-Iron' Bermuda Grass
		◢	GROUNDCOVERS
		◣	Dalea greggii Trailing indigo bush

KEY MAP



THE RETREAT

AT SYCAMORE FARMS - LANDSCAPE PLANS
PARCEL 12, PHASE 2

PRELIMINARY
PLAT
CITY OF SURPRISE, AZ



DATE: DECEMBER 2013

PROJECT: 070

DRAWN BY: MP

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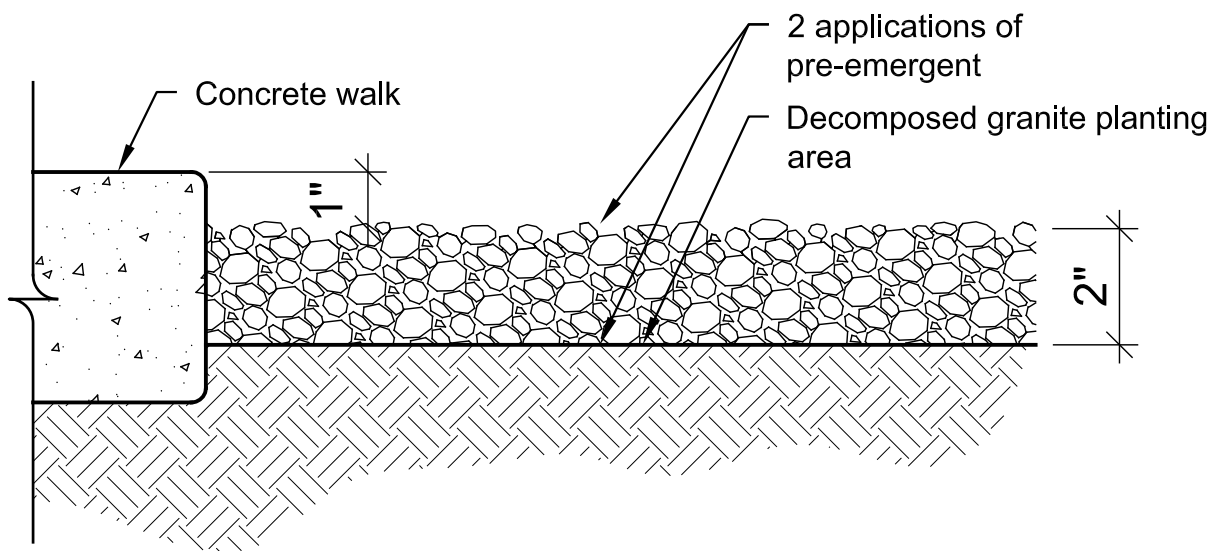
VERSION: PRELIMINARY PLAT

REVISIONS:

SHEET TITLE:
LANDSCAPE
PLAN

SHEET NUMBER:

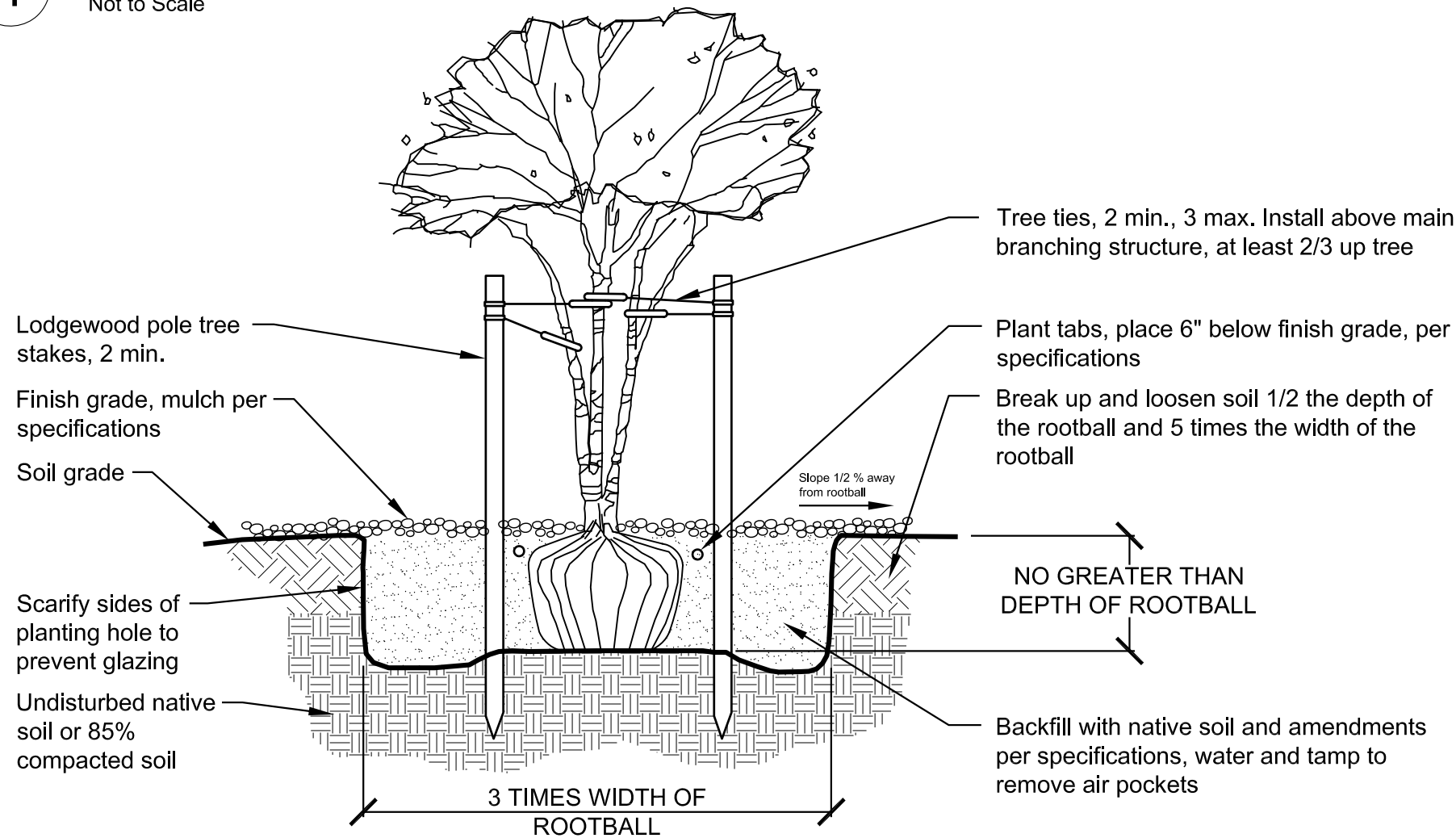
L1.5



- NOTES:
1. Size and color of decomposed granite is shown on the planting legend.
 2. Pre-emergent shall be applied to finish grade before installation of decomposed granite.
 3. Final application of pre-emergent shall be applied to finish grade after installation of decomposed granite is raked smooth and uniform.

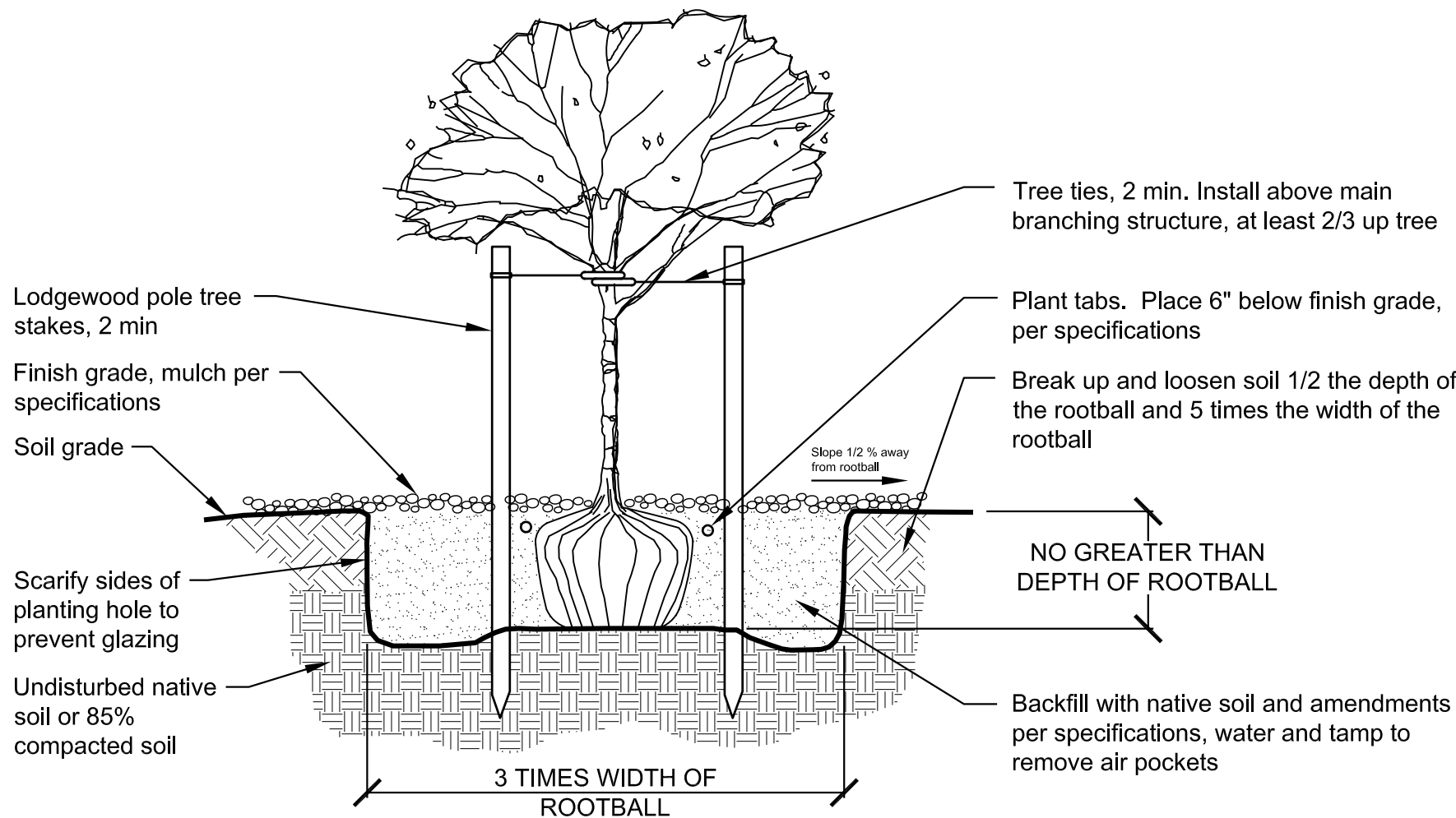
1 Decomposed Granite

Not to Scale



2 Tree Planting - Multi-trunk

Not to Scale

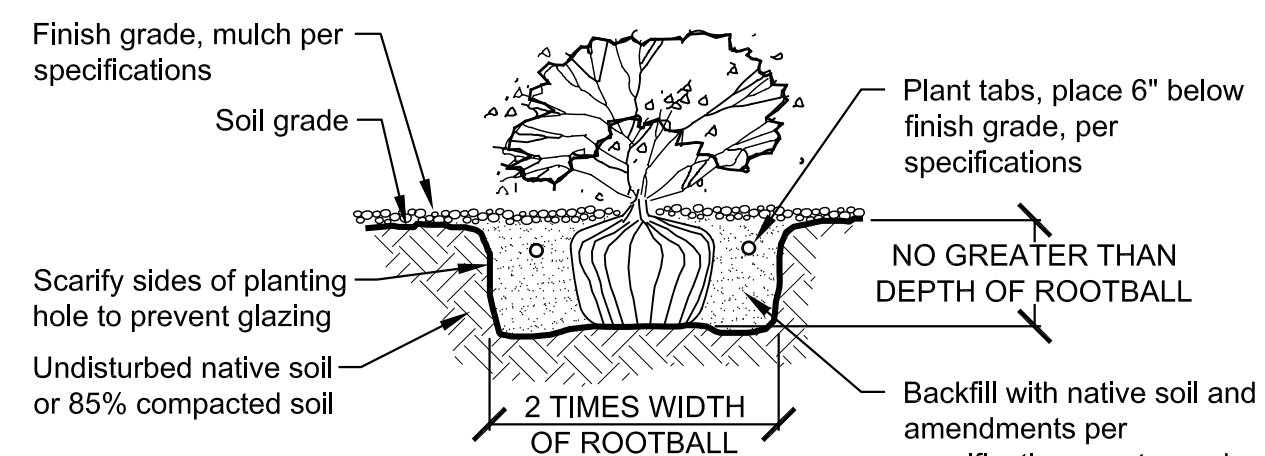


3 Tree Planting - Single-trunk

Not to Scale

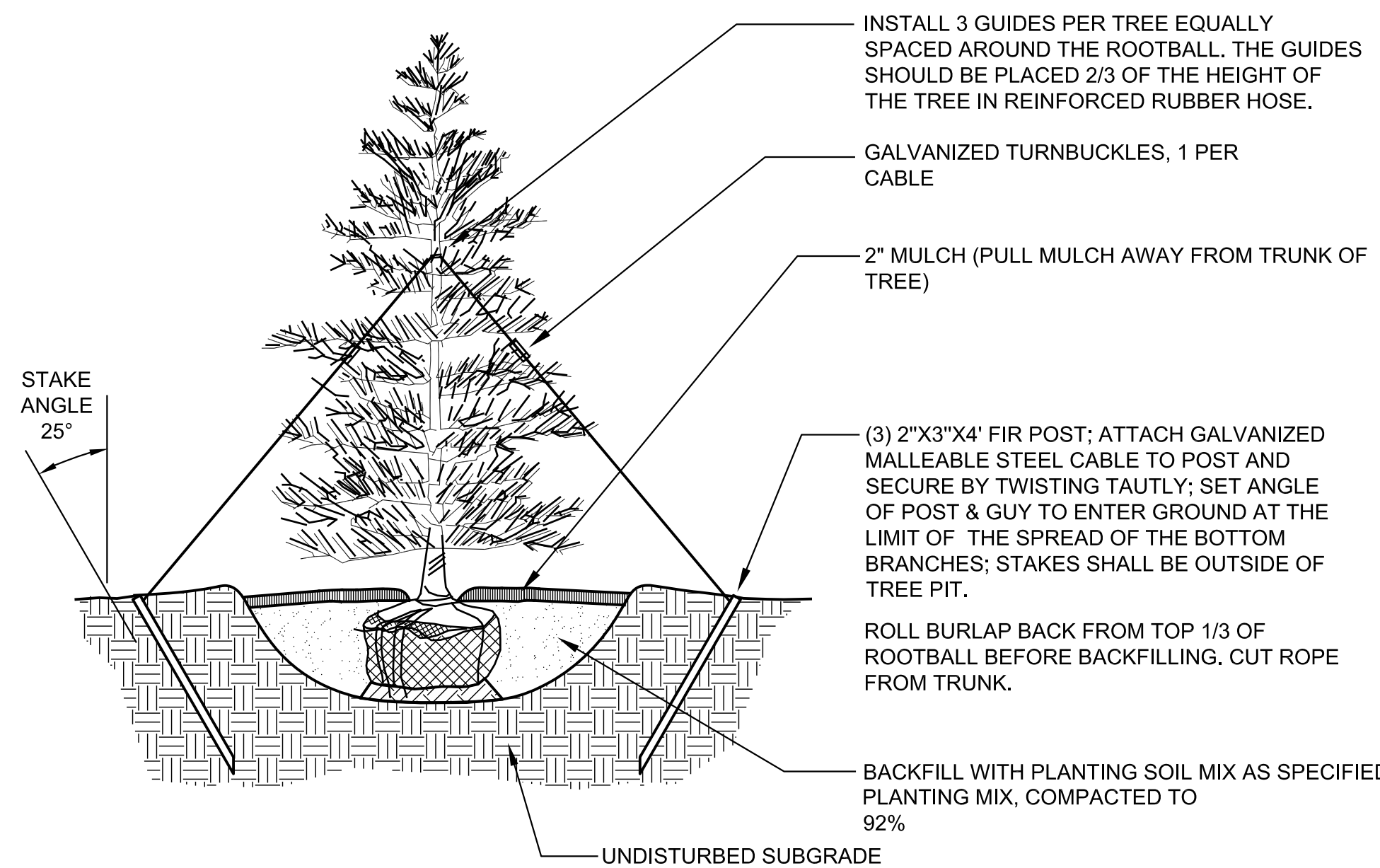
SHRUB PLANTING NOTES:

1. Fill plant pit with water, if water does not percolate in 24 hours, refer to hardpan tree planting detail and notify owners representative.
2. Position plant for "best side" view and orient sunburn susceptible plants per original rotation.
3. Score the rootball, make a vertical cut 1/4-1/2 inch deep four times around sides and twice across the bottom.
4. Top of rootball shall be flush with or 1" above soil grade.



4 Shrub Planting

Not to Scale



5 Tree Planting - Evergreen

Not to Scale

QUANTITY	SYMBOL	BOTANICAL/COMMON NAME	SIZE
TREES			
20	#	Dalbergia sissoo Rosewood	24" Box
82	▲	Prosopis chilensis (Hybrid) Thornless Chilean Mesquite	24" Box
66	⊖	Chilopsis linearis Desert Willow	24" Box
16	+	Pinus elarica Afghan Pine	24" Box
9	○	Quercus virginiana Heritage Live Oak	24" Box
EVERGREEN TREES			
462	⊙	Lantana x 'New Gold' New Gold Lantana	1 Gal.
464	●	Lantana montevidensis Trailing Purple Lantana	1 Gal.
88	⊕	Dodonaea viscosa Green Hopseed Bush	5 Gal.
8	⊗	Caesalpinia mexicana Mexican Bird of Paradise	5 Gal.

6 Plant Schedule

Not to Scale

MEDIUM SHRUBS 5-7' SPREAD

●	Larrea tridentata Creosote Bush	5 Gal.
⊙	Nerium oleander 'Petite Pink' Petite Pink Oleander	5 Gal.

SMALL SHRUBS 2-5' SPREAD

●	Calliandra californica Baja Fairy Duster	5 Gal.
⊙	Convolvulus cneorum Silver Bush Morning Glory	5 Gal.
⊗	Ruellia brittoniana Mexican Petunia	5 Gal.

PERENNIALS/SUCCULENTS

⊙	Hesperaloe parviflora Red Yucca	5 Gal.
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GRASSES

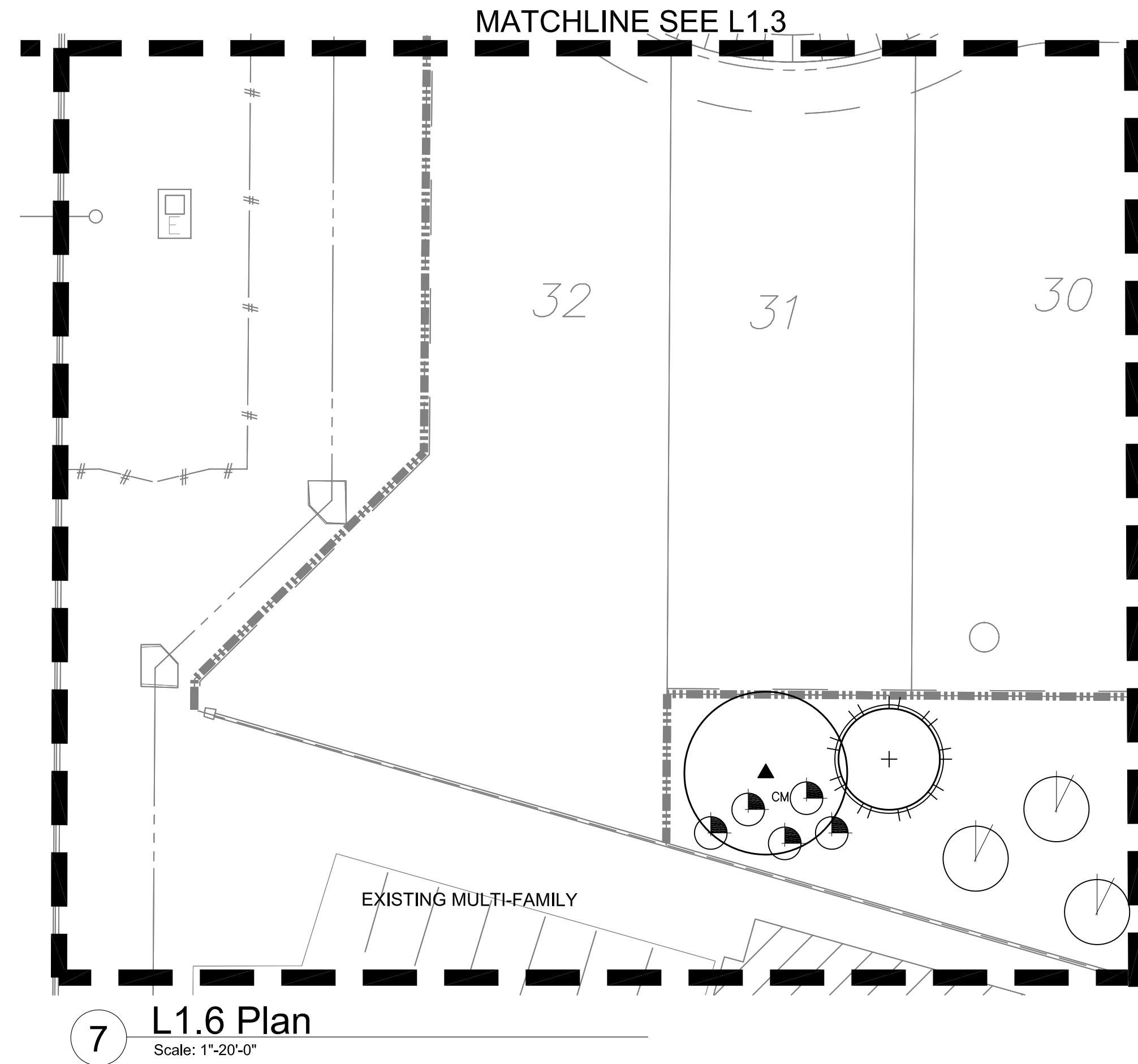
✱	Muhlenbergia rigens Deer Grass	5 Gal.
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TURF

■	Cynodon Dactylon 'Mid-Iron' 'Mid-Iron' Bermuda Grass	Sod
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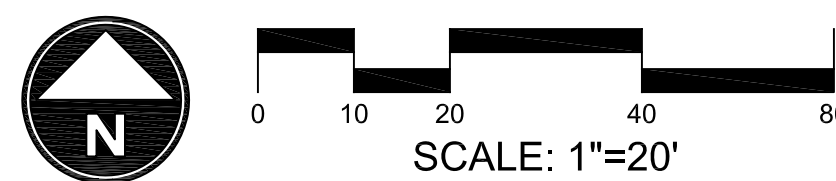
GROUNDCOVERS

⊕	Dalea greggii Trailing indigo bush	1 Gal.
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7 L1.6 Plan
Scale: 1"=20'-0"

KEY MAP



THE RETREAT

AT SYCAMORE FARMS - LANDSCAPE PLANS
PARCEL 12, PHASE 2

PRELIMINARY
PLAT
CITY OF SURPRISE, AZ



DATE: DECEMBER 2013

PROJECT: 070

DRAWN BY: MP

REVIEW BY: EL

VERSION: PRELIMINARY PLAT

REVISIONS:

SHEET TITLE:
LANDSCAPE DETAILS
SCHEDULE & PLAN

SHEET NUMBER:

L1.6



CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

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

Council Meeting Date: April 1, 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 minutes of March 11, 2014 Special City Council Meeting and March 18, 2014 Regular City Council Work Session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Financial Impact Statement:

ATTACHMENTS:

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- ☐ [Minutes](#)
 - ☐ [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
Special City Council Meeting Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, March 11, 2014 @ 06:00 PM

A. Call To Order

B. Roll Call

Mayor Wolcott called the **Special 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, March 11, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Biundo, Council Member Winters, Council Member Villanueva and Council Member Tande.

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

C. Pledge of Allegiance

D. Special City Council Meeting Agenda:

Regular Agenda Item - Non-Public Hearing:

#1 Consideration and action to reappoint Ken Wright and Maria Gonzalez to the Surprise Municipal Property Corporation Board with term expirations of March 13, 2017 and to direct the City Clerk to administer the Oath of Office - APPROVED

Public comments:

Bob Vukanovich statement for the record

For the record
3/11/14

City of Surprise,
Special city council meeting March 11, 2014

Madam Mayor and Honorable Council Members

This reappointment process was discussed at the last MPC meeting, where chairman Ken Wright asked for a clarification of the process.

On the cover sheet of this agenda item, under Background: This request is of a routine nature and follows the bylaws for reappointment for all City boards/commissions.

The City of Surprise Boards & Commissions Handbook corresponds with the City's Ordinances below.

Sec. 2-296. Member selection and replacement process.

The following process shall apply to all openings or vacancies in existing city boards, committees and commissions, as well as the initial appointment of members to all new city boards, committees and commissions, unless otherwise indicated in the codified ordinance or resolution creating the board, committee or commission:

- (1) The city clerk shall maintain and distribute applications to all persons interested in being a member of a city board, committee or commission.
- (2) All persons, including current members seeking re-appointment, interested in becoming a member of a city board, committee or commission shall submit their applications to the city clerk's office. Only applications received by the clerk's office shall be considered for openings. Members with expiring terms shall not automatically be re-appointed and shall be required to have submitted an application for consideration.
- (3) The city clerk shall advertise all board, commission and committee [vacancies] as directed to do so by the nominations committee. The advertisement shall run no less than two weeks. The city clerk shall post all openings on the city website, as well as all designated posting locations.

Action on this Agenda tonight without an explanation of the above, would be a violation of the City of Surprise's Ordinance.

Bob Vukanovich
15408 W Jill Ln
Surprise, AZ 85374



Special City Council Meeting Minutes – March 11, 2014 – Page 2

Council Member Winters made the motion to approve reappointing Ken Wright and Maria Gonzalez to the Surprise Municipal Property Corporation Board with term expiration of March 13, 2017 and to direct the City Clerk to administer the Oath of Office. Council Member Villanueva seconded the motion. Six yes votes. Motion carried.

City Clerk Aguilar administered the oath of office for Mr. Wright and Ms. Gonzalez.

#2 Consideration and action adopting Land Use Assumptions and Infrastructure Improvement Plan, and directing the City Manager to provide to the public notice of the City's intent to impose impact fees; Resolution #2014-22 - NO ACTION

ACM Wingenroth gave an overview regarding adopting Land Use Assumptions and Infrastructure Improvement Plan, and directing the City Manager to provide to the public notice of the City's intent to impose impact fees; Resolution #2014-22.

Andrew Rheem of Raftelis Financial Consultants was available for questions relating to the report and public hearing intent. Andrew commented that land Use Consumption is the first component of this process.

Components of the Non-Utility Impact Fees; Utility Fee Component

Mr. Wingenroth stated that if approved tonight, the report will be placed on the City's website for review and will encourage public feedback; on April 15th will be the public hearing and May 20th asking for approval to move forward with impact fees to be in effect August 3rd.

Mayor Wolcott spoke of 163rd Roadway Service Area; adopting a schedule that somehow does not conflict with our vision and being careful how we direct our resources.

Mr. Wingenroth stated that our approach has been to put projects in front of you to fund and deliver within 10 years.

Vice Mayor Hall inquired about Library fees; the process and fees for SPA 2.

Mr. Wingenroth stated that the report includes tendencies of a detailed schedule and that he would gladly meet with each Council Member.

Vice Mayor Hall inquired about the report and approval process. He commented on funding the study and requested a flowchart on how it was set up.

Mr. Rheem explained the new statute.

Special City Council Meeting Minutes – March 11, 2014 – Page 3

Council Member Winters inquired about less impact fees on 163rd area where the most infrastructure is needed and the public hearing.

Mr. Wingenroth explained the prior fee.

Council Member Tande clarified that all of the cities will be going through this to be in compliance with new state law. He inquired about the Fire Fees and the percentage of the improvement that will be covered by the impact fee.

Mr. Rheem stated that it varies and is based by project.

Council Member Tande asked how soon we can turn and designate impact fees in other areas.

Mr. Wingenroth stated that it is a 9 month process.

City Manager clarified that the legislature clamped down in other states, even harder than Arizona and that the impact fees will not pay for the entire growth component.

Mr. Wingenroth reviewed the schedule with Council: March 24- Stakeholder's Meeting at Communiversity at 2:30 PM; April 15- Public Hearing.

Council Member Winters spoke of voting and property taxes.

Mayor Wolcott spoke of communication with residents for the public hearing and encouraging attendance.

Council Member Villanueva stated that she is concerned about raising property taxes for our residents. She inquired about the Police Department.

Mr. Wingenroth stated that these fees cannot be used for staff, they can just be used for building capital projects such as fire stations, etc.

Vice Mayor Hall inquired about page 7 of Land use Assumption.

#3 Discussion and council direction regarding boards and commission handbook requirements - NO ACTION

Council Member Biundo by-annual reports due, among a few other items, would like to consolidate reports. Shall we suspend this round of reporting until the Vice Mayor completes the total review.

Special City Council Meeting Minutes – March 11, 2014 – Page 4

There was a consensus from Council to wait.

Public Comments:

Bob Vukanovich asked why we use taxpayers money to change the rule book.

E. Call To The Public:

Bob Vukanovich: spoke of losing our ACM Jeff Mihelich, he thanked him for doing a great job.

Karen Cote: a parent at Willow Canyon High School PTSA, we are doing a community yard sale on April 5th - 7:00 a.m. - 11:00 a.m. fund raiser.
WCHSPTSA.info@gmail.com.

F. Executive Session: None

G. Adjournment:

Vice Mayor Hall made the motion to adjourn the Special City Council Meeting of March 11, 2014 at 7:23 p.m. Council Member Biundo seconded the motion. Six yes votes.
Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

Special City Council Meeting Minutes – March 11, 2014 – Page 5

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 Special City Council Meeting of **Tuesday, March 11, 2014.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, March 18, 2014 @ 04:00 PM

A. Call To Order

B. Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, March 18, 2014**. Also in attendance with Mayor Wolcott were Vice Mayor Hall, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Williams and Council Member Tande.

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

C. Pledge of Allegiance

Regular City Council Work Session Agenda:

Regular Agenda Item - Non-Public Hearing:

**#1 Discussion and presentation regarding the State Land Process -
RESCHEDULED FOR MAY 6, 2014 WORK SESSION**

Mayor Wolcott commented that this item will be rescheduled for a future work session.

**#2 Presentation and discussion on Case FS13-545, a preliminary plat entitled
"The Retreat at Sycamore Farms Parcel 12, Phase 2", generally bounded by
SR303 to the west, West Cholla Street to the north, and North 165th Drive to the
east - NO ACTION**

Regular City Council Work Session – March 18, 2014 – Page 2

City Planner, Bart Wingard gave a powerpoint on The Retreat at Sycamore Farms, Parcel 12, Phase 2.

Council Member Winters asked for clarification on ramadas at park.

Council Member Biundo inquired about the west end at the end of the development and a sound wall.

Council Member Tande asked if there will be an HOA for this development.

Mr. Wingard stated that there will be an HOA.

Council Member Tande asked who will be responsible for landscaping along sidewalks.

Mr. Wingard stated that the Developer will be responsible.

Council Member Villanueva asked for the meaning of medium density family.

Council Member Biundo inquired about a timeline that the City will assume responsibility of the park.

#3 Discussions and presentation regarding the 2012 International Building Code Update - NO ACTION

Chris Boyd, Brigham Bennett and Steven Berwald (Building & Construction Review Board); Assistant Fire Chief, Clint Mills and Fire Marshall Doug Helbig gave an overview of the 2012 International Building Code Update.

The projected timeline is to bring back to Council on April 1st, 2014 to adopt 2012 I-Codes and local amendments

On September 1, 2014 the codes become effective.

Vice Mayor Hall asked for clarification on garage measurements and sprinkler requirements.

Council Member Winters inquired about the depth of the gas pipe requirements at this time.

Mr. Boyd explained that it is 8 inches but that the amendment would be 12 to 16 inches depending on the construction.

Regular City Council Work Session – March 18, 2014 – Page 3

Council Member Tande inquired about water lines.

Mr. Boyd explained that it is currently 12 inches and that staff will look for research relating to this issue.

Council Member Villanueva asked for clarification on an oil derrick.

Mr. Boyd explained that it is a platform.

Mayor Wolcott inquired about nursing homes.

Mr. Boyd commented that they tried to follow state regulations so that we were consistent with terminology.

#4 Presentation and discussion on Professional Services Agreement SA14-069 with GHD Inc, to provide design and construction management services for Mountain View Boulevard improvements in an amount of \$74,485 plus an owner's contingency of \$8,015 for a total cost of \$82,500 - NO ACTION

City Engineer, Mike Mecham gave an overview regarding improvements to Mountain View Boulevard.

The following was discussed with Council: Timeline; Design; Construction Building; Construction Contract with a completion time of January 2015.

Vice Mayor Hall inquired about distance.

Mr. Mecham stated it is 600 feet.

Vice Mayor Hall asked why it will take 2 months to design this small amount of roadway.

Mr. Mecham stated that it will probably not take that long.

Council Member Winters asked where the funds come from.

Mr. Mecham explained that it is through City funds.

#5 Presentation and discussion of process to be used to identify Council policies related to water supply and demand as they relate to the development of City's Water Strategic Plan – NO ACTION

Regular City Council Work Session – March 18, 2014 – Page 4

Terry Lowe, Public Works gave an overview process to be used to identify Council policies related to water supply and demand as they relate to the development of City's Water Strategic Plan. A report was provided to Council by the Water Committee.

Mayor Wolcott thanked Vice-Mayor for tackling this issue and thanked Council and staff for taking this on. She also commented that it's a big job and complicated.

Vice Mayor Hall stated that we are on the right path and will reach out to other cities and towns in the valley.

Public Works Director McKinley stated that we are at the point of moving from the management group to the elected officials level throughout the valley. He further commented that the WESTCAP management group will take place next week and he will mention an outreach to other agencies.

E. Call to the Public

F. Adjournment:

Council Member Biundo made the motion to adjourn the Regular City Council Work Session of March 18, 2014 at 5:11 p.m. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

Regular City Council Work Session – March 18, 2014 – Page 5

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, March 18, 2014**.

Sherry Ann Aguilar, City Clerk

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

Tuesday, March 18, 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, March 18, 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, Chris Hillman; City Attorney, Misty Leslie and City Clerk,
Present: Sherry Ann Aguilar.

C. Pledge of Allegiance

D. Invocation

E. City Manager Report: None

F. City Attorney Report: None

G. Regular City Council Meeting Agenda:

Consent Agenda:

***#1. Consideration and action on Resolution 2014-21, a resolution of the Mayor and Council of the City of Surprise, Arizona, approving final plat, entitled "Final Plat for Stover Subdivision," located at 13410 West Foxfire Drive - APPROVED**

***#2. Consideration and action on authorizing the submittal, acceptance and execution of the GOHS 2015 Surprise Safety Education Campaign for the Surprise Fire-Medical Department through the Governor's Office of Highway Safety Program in the amount of \$20,500; Resolution 2014-31 - APPROVED**

***#3. Consideration and action on Resolution 2014-07; declaring the City's intention to create the "City of Surprise, Arizona, Marley Park Phase 3 Lighting Improvement District" pursuant to A.R.S. § 48-616; Resolution #2014-07 - APPROVED**

***#4 Consideration and action on the minutes of March 1, 2014 Special City Council Meeting (Council Retreat) and March 4, 2014 Regular City Council Meeting - APPROVED**

***#5 Consideration and action on authorizing acceptance and execution of the Arizona Department of Homeland Security subgrant and amending the FY2013-2014 budget in the amount of \$5,000; Resolution 2014-23 - APPROVED**

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

H. Call To The Public: None

I. Other Business and Future Agenda Items:

Council Member Biundo requested a budget discussion calendar

J. Mayor/Council Reports:

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

Council Member Villanueva: Luke Days

Regular City Council Meeting Minutes – March 18, 2014 – Page 3

Council Member Williams: Thanked Janeen Gaskin and Michael Celaya with their work with students and Communications staff for Youth Master Plan work

Council Member Tande: F-35 Ceremony; other projects in the works and acknowledged Jeff Mihelich for his work in the city

Council Member Winters: resident suggested changing 175th Avenue to John Hobbs Way; air show

Council Member Biundo: Forum on Our Workforce Our Future

Vice Mayor Hall: Acknowledged Jeff Mihelich for his work; Police Appreciation Picnic and WHAM - Art is Alive in Surprise

Mayor Wolcott: F-35 Ceremony; West Valley Symphony performance

K. Executive Session: None

L. Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Meeting of March 18, 2014 at 6:13 p.m. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

Regular City Council Meeting Minutes – March 18, 2014 – Page 4

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, March 18, 2014.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

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

Council Meeting Date:	April 1, 2014	Contact Person:	Dick McKinley, Public Works Department
Submitting Department:	Public Works	District:	5
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on Professional Services Agreement SA14-069 with GHD Inc, to provide design and construction management services for Mountain View Boulevard improvements in an amount of \$74,485 plus an owner's contingency of \$8,015 for a total cost of \$82,500.

Motion:

I move to approve SA14-069 plus the owner's contingency.

Background:

This Professional Services Agreement with GHD Inc, is to provide design and construction management services for Mountain View Boulevard west of Grand Ave. roadway improvements. The design services would include the design of the roadway, sewer line, drainage, and sidewalk. Construction management would also be provided under this scope. The cost for these services is \$74,485 plus an owner's contingency of \$8,015 for a total cost of \$82,500.

The acquisition of the right-of-way required for this project has involved the coordination of City staff, Maricopa Water District (MWD), and one private property owner. The Legal Department is in negotiations with MWD to secure the right-of-way the needed and anticipates having the transaction finalized in April. The private property owner and the city have struck an agreement to deed the right-of-way to the city once the roadway improvements are 90 percent complete. Prior to 90 percent completion, the deed will be held in a trust with a mutually agreeable title agency. Per the agreement with the private property owner, these roadway improvements must be complete by January 2015 to avoid additional right of way acquisition costs.

Financial Impact Statement:

This is a growth related project. The total project budget is \$900,000. The roadway portion is funded for \$600,000 in the Transportation improvement fund under the Mountain View Blvd west of Grand project (21303) in FY2014. The project had prior year expenses of \$4,200. The sewer portion is planned for \$300,000 in the sewer system development fee SPA 1 fund for FY2015.

ATTACHMENTS:

Click to download

- ☐ [Presentation](#)
- ☐ [PSA - GHD Contract](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Mike Mecham; Assistant PW Director

Harold Hartman; PW CIP Manager

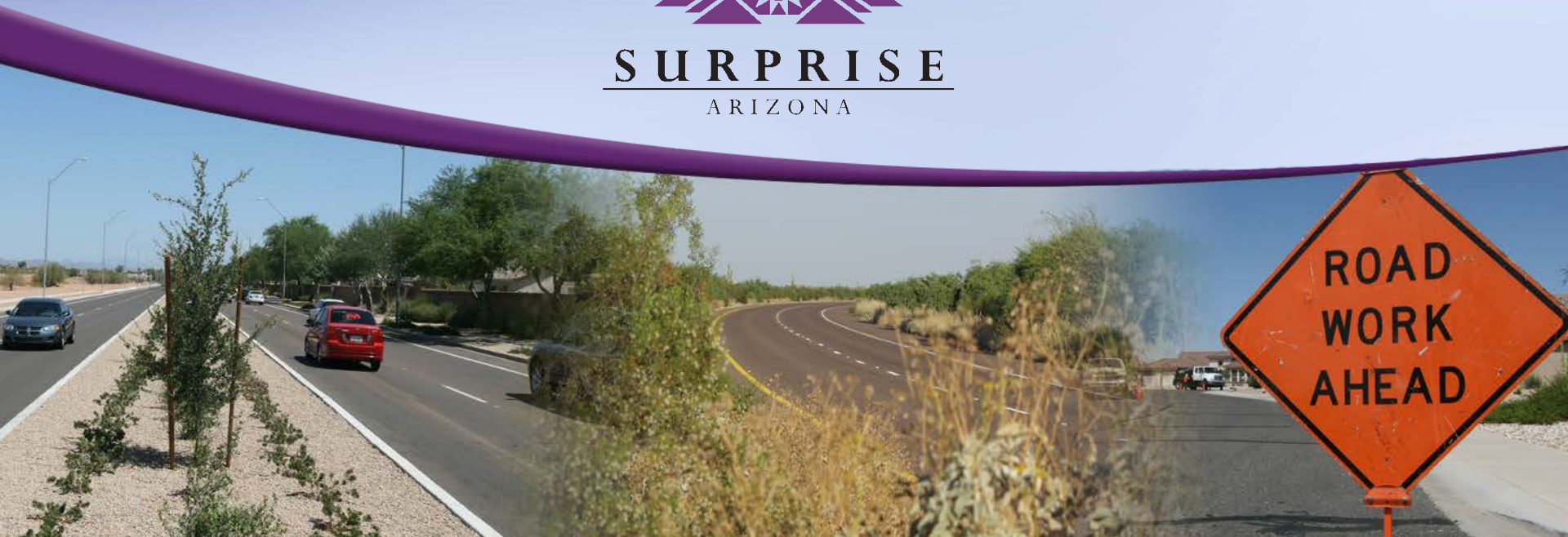
Mountain View Blvd. Design Contract

Council Work Session
CIP# 21303

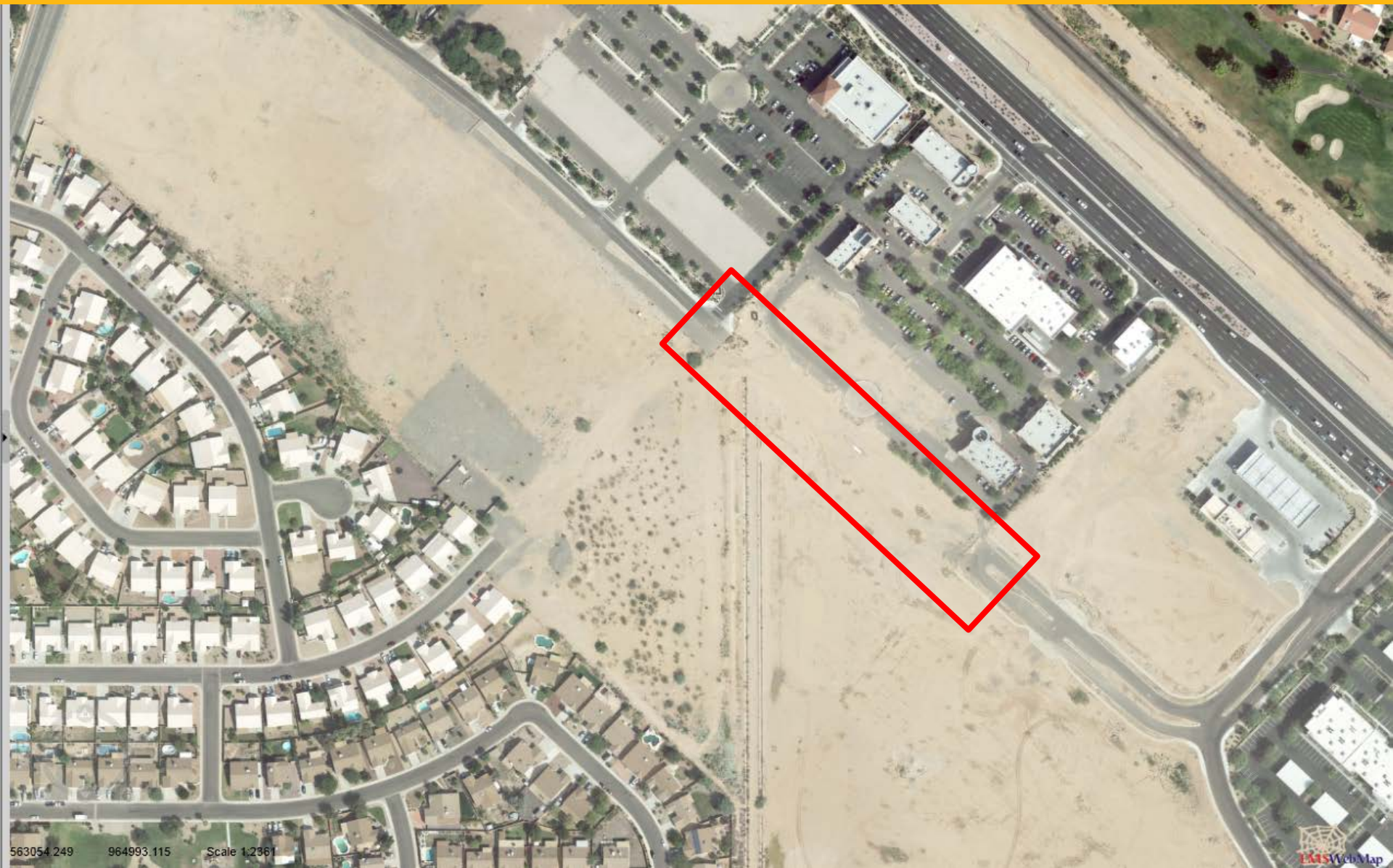
March 18, 2014
Public Works Department



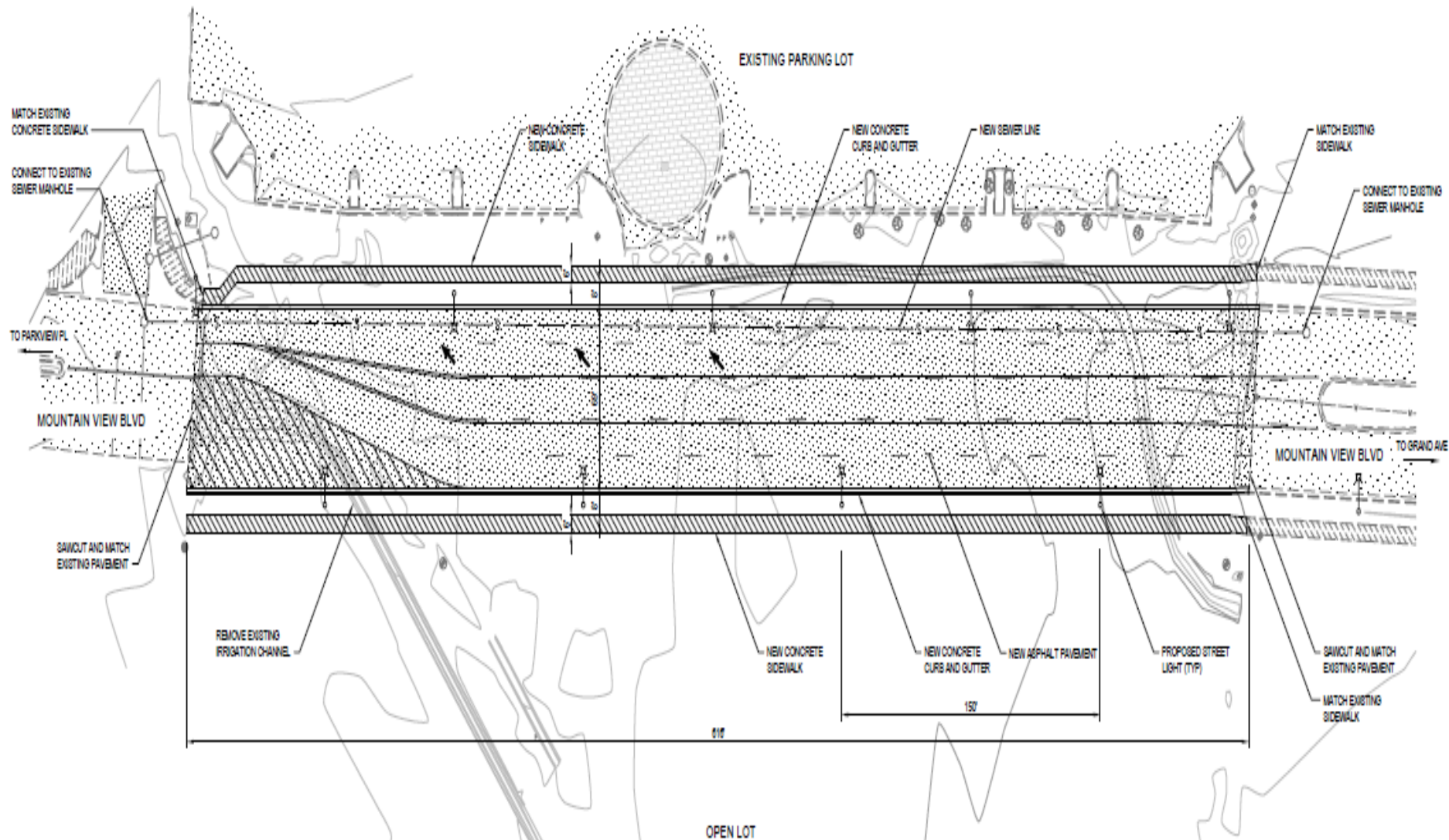
S U R P R I S E
ARIZONA



Mountain View Blvd. Existing Conditions



Proposed Improvements



Mountain View Blvd Design Contract



- Design Services with GHD
 - International Design Firm
 - Local Expertise
- Improvements
 - 4 travel lanes
 - Sidewalk
 - Drainage
 - Sewer line
 - Signing and striping
 - Lighting
 - Business access

Financial Impact



- Transportation Improvement Fund
 - FY14- \$600,000
- Sewer System Development Fee Fund (SPA1)
 - FY15 -\$300,000
- GHD Design & Construction Management Fee
 - \$74,485
 - \$8,015- owners contingency
 - \$82,500- total authorization
- Construction Cost Estimate
 - \$750,000
 - \$67,500- owners contingency

Next Steps



- Council Action- Design Contract April 1
- Design April- June
- Construction Bidding June-July
- Council- Construction Contract August
- Construction August-Jan 15

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SURPRISE, ARIZONA
AND
GHD INC.**

Agreement Number: SA14-069

THIS AGREEMENT is made between the CITY OF SURPRISE, an Arizona municipal corporation (the "City") and GHD, INC. (the "Contractor").

1. Term of Agreement. This Agreement is effective as of the date the last party executes this Agreement and will remain in full force and effect until December 31, 2014. This Agreement will automatically renew for an additional one year term unless otherwise terminated as set forth in this Agreement.
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.
3. Compensation. The City will pay the Contractor a maximum Agreement price of Eighty Two Thousand Five Hundred Dollars (\$82,500.00) for the Services as set forth in the attached Scope of Work, which is marked as Exhibit B.
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.
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.
6. Contractor Personnel. The Contractor will provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement.
7. Inspection; Acceptance. All work will be subject to inspection and acceptance by the City at reasonable times during the Contractor's performance.
8. 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.

9. Performance Warranty. The Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Standard of Professionalism. Contractor must conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

11. Insurance.

11.1. General.

11.1.1. 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.

11.1.2. 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.

11.2. Insurance Requirements.

11.2.1. 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.

11.2.2. 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.

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

11.3.1. 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.

11.3.2. 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.

- 11.3.3. 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.

- 11.3.4. 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.

- 11.4. 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.

- 11.5. 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.

11.6. 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.

11.7. 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.

11.8. Subcontractors: Contractors' certificate(s) must include all subcontractors as insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors are subject to the minimum requirements identified above.

11.9. 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.

12. 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. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City. 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.

13. 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.

14. Termination; Cancellation.

14.1 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 undisputed services performed to the termination date.

14.2 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's subject.

15. Fund Appropriation Contingency. The Contractor understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, is subject to the budget of the City providing for the contract item as 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 of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, the City may terminate this Agreement as of the close of its fiscal year.

16. Miscellaneous.

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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 venture, 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.

- 16.7. 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.
- 16.8. 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.
- 16.9. 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.
- 16.10. 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.
- 16.11. 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.

16.12. 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.

16.13. 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: 623-222-1101
Attn: Lee Lambert

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

To Contractor: GHD, INC.
7600 North 16th Street, Suite 205
Phoenix, AZ 85020
Phone: 602-216-7200

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.

- 16.14 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.
- 16.15 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. This provision will survive the termination of this Agreement.
- 16.16 Conflicting Terms. In the event of a conflict between the Exhibits and this Agreement, the terms of this Agreement will govern.

16.17 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: _____

Title: _____

Date: _____

For the "Contractor"

By: William D. Roberts
WILLIAM D. ROBERTS

Title: PROJECT MANAGER

Date: 11-15-13

By: _____
(Department Director)

Title: Department Director

Date: _____

APPROVED AS TO FORM:

Misty Leslie, City Attorney

EXHIBITS
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SURPRISE, ARIZONA
AND
CONTRACTOR

Exhibit A

Project Understanding

GHD, under a contract with the City of Surprise, will provide professional engineering services during the design and construction of approximately 608 lineal feet of roadway and 675 lineal feet of gravity sewer. The project is located along an undeveloped portion of Mountain View Boulevard between North Parkview Lane and Grand Avenue.

Based on direction from City of Surprise staff on October 3rd, the new road will use the City's "High Volume Collector" cross-section without bike lanes. The proposed paving section will include 5-inches of asphalt on 9-inches of aggregate base course. The design will not include a raised vertical curb median. The median will be striped in accordance with MCDOT and MUTCD standards. While the new road section will be four lanes wide, a portion of its length will be used to transition from 2-lanes at the north end to 4-lanes at the south end.

Any driveway aprons designed with the project will be set at locations and elevations provided by City staff.

Lighting for the project will consist of the design of conduit, junction boxes, grounding and sonotubes on both sides of the street similar to the pattern and layout of the existing portion of Mountain View Boulevard to the north. Lights and wire will be constructed later by APS.

Drainage retention for the project will be achieved through temporary basins on the south side of the roadway. The basins will be shallow and exclude drywells. At grade scuppers will convey drainage from the road to the proposed basins. No storm drain piping or off-site drainage analysis will be required.

Two sewer services will be provided five feet south of the MWD irrigation line that runs along the south side of the project.

Task 1: Project Management

Project management includes schedule monitoring, administrative setup, project scoping, GHD resource management, subconsultant management, invoice preparation, a project kick-off meeting, a design review meeting, and GHD quality management.

Task 2: Data Collection, Field Survey, and Base Map

This task includes the following:

1. **As-Built Map, Utility Map Collection** – GHD will coordinate with and obtain from the City, existing utility maps and right of way plans. GHD will file a design “BLUESTAKE” request and obtain utility maps from Franchise Utilities in the area. GHD will incorporate City data, utility data, and as-built data into the base file to be used for design of the project.
2. **Field Survey** – GHD shall prepare a topographic survey to establish horizontal and vertical ground control and to provide base mapping information, with 1-foot contour intervals, for the existing conditions and above grade features within the proposed right of way for both sites. The Engineer shall locate existing topography, above grade site features, and Bluestake markings. All topographic information collected will be based on an accepted City of Surprise horizontal and vertical control datum within one mile of the project limits.

Deliverables: Basemap (Internal)

Task 3: 100% Construction Documents

100% Construction Documents will be designed to City of Surprise Design Standards and to the most recent edition of Maricopa Association of Governments (MAG) Standards and City of Surprise Amendments. Plans will be drafted using GHD’s most recent version of AutoCAD and CAD standards.

The Construction Documents will include the following three separate plan and special provision sets:

Road Improvements

- Cover, Notes & Details(3 Sheets);
- Roadway Plan and Profile(2 Sheets);
- Striping and Signage Plan and Details (1 Sheet);
- Road Improvements Special Provisions;
- Engineer’s Cost Estimate;

Sewer Improvements

- Cover, Notes & Details(3 Sheets);
- Sewer Plan and Profile(2 Sheets);
- Sewer Improvements Special Provisions;
- Engineer’s Cost Estimate;

Street Lighting Improvements

- Cover, Notes & Details(3 Sheets);
- Street Lighting Plan(1 Sheet);
- Street Light Improvements Special Provisions;
- Engineer’s Cost Estimate;

GHD will create three engineer's cost estimates, with quantities from the 100% plan level, and will use unit prices based on previous bid tabs, RS Means, and contractor estimates.

City staff will provide a boilerplate special provision document in Word for the engineer's review and edits.

GHD will prepare a 1-2 page drainage memorandum, showing retention basin volume calculations and outlining project drainage conditions.

GHD will create a 1-2 page sewer design memorandum, verifying design sizing, slopes and velocities for the proposed sewer design.

GHD will complete the Application for Approval to Construct form required by MCESD with the City's assistance and submit the final construction documents and forms to MCESD for agency review.

GHD will submit the 100% Construction Documents for City review and comment. All 100% review comments will be provided to GHD in writing. GHD will then meet with the City to review the 100% Construction Documents.

Deliverables:

- Three (3) separate 100% Plan Sets (1-24"X36", 1-11"X17", Electronic Copies PDF)
- Three (3) separate 100% Special Provisions
- Three (3) separate 100% Engineer's Cost Estimates
- Drainage design memorandum (1-page)
- Sewer design memorandum (1-page)
- MCESD Application for Approval to Construct
- One (1) review meeting

Task 4: Final Construction Documents

100% comments will be compiled into a comment-response form and submitted with the Final submittal. Final plans, special provisions, memos, and engineer's cost estimate will incorporate comments from the 100% submittal. Plans and special provisions will be completed to a Final level. GHD will update the engineer's cost estimate with quantities from the Final plans.

Final construction documents will be submitted to the City of Surprise for construction. Final plans, technical specifications, and engineer's cost estimate will be sealed by an Arizona registered civil engineer.

Deliverables:

- Three (3) separate 100% Plan Sets (1-24"X36", 1-11"X17", Electronic Copies PDF)
- Three (3) separate 100% Special Provisions
- Three (3) separate 100% Engineer's Cost Estimates
- Final drainage design memorandum (1-page)
- Final sewer design memorandum (1-page)
- Comment Response Sheet

Task 5: Post Design Services

GHD will provide post design services to the City of Surprise during the bid and construction phases of the project. Services during this period will be as follows:

- Attendance and participation at pre-bid conference.
- Up to four (4) hours of addenda preparation
- Attendance and participation at pre-construction meeting.
- Up to twenty-four (24) hours of review and response to Requests For Information (RFIs) during construction.
- Conduct two (2) site visits, as requested by City, during construction.
- Attendance at Final Walk Through with contractor and City.
- Review and verification of Contractor As-built Drawings. The contractor's Registered Land Surveyor will be responsible for preparing and sealing the project as-builts. The contractor will also revise the as-builts based on the Engineer's comments.

Deliverables:

- Bid Addendum
- RFI Responses
- Contractor As-built Verification
- Pre-bid and pre-construction meetings
- Up to three (3) site visits including the final walk through

Task 6: Geotechnical Report

In addition to the scope discussed above, the Engineer's Geotechnical Engineering Subconsultant will perform the following tasks:

- Review available geologic literature of the project site.
- Conduct a visual geologic reconnaissance of the project site.
- Establish a test location in the field and arrange for the mark out of underground utilities through Arizona Blue Stake.
- Drill a single hollow-stem auger borings using a truck-mounted two-wheel drive drill rig. The boring will extend approximately 15 feet deep. The Geotechnical Engineer will collect ring samples and bulk samples for laboratory testing, and will be responsible for preparation of field boring logs.
- Perform laboratory testing to evaluate the index, strength, and corrosivity characteristics of the subsurface soils encountered.
- Prepare a geotechnical report that will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the improvements, and recommendations for construction. In addition, the report will contain vicinity maps depicting the project limits,

plans showing the boring location, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics and trench side slope recommendations for the existing soils.

Assumptions/Exclusions:

- Excludes review fees and permit fees
- Assumes City of Surprise utility maps and as-builts will be made available to GHD
- Excludes landscape architecture.
- Excludes native plant inventories or salvage plans
- Excludes construction survey and staking
- Excludes archeological studies
- Excludes public notifications and meetings
- Excludes safety inspections
- Excludes utility coordination during construction
- Excludes bid services, except addendum preparation
- Excludes dust control plans
- Excludes SWPPP planning, design, reporting, and inspection services
- Excludes traffic control plans
- Excludes confined space entry
- Excludes presentations and materials such as exhibits and artistic renderings
- Excludes utility potholing
- Excludes value engineering after final submittal of plans
- Excludes sample collection and lab fees
- Excludes construction inspection
- MWD coordination or design
- Survey services requires to establish right of way or easements
- Any other task not specifically identified above

Period of Service

The compensation amount stipulated below is based on a period of service less than 6 months long. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.

Fee for Services

The total proposed fee for the services associated with this contract is \$74,485, as outlined in Exhibit B.

MOUNTAIN VIEW BOULEVARD

Printed: 10/7/2013

Task No.	Description	Consultant Totals	Project Principal	Project Manager	Project Surveyor	Project Engineer	Eng. Technician	CAD/Survey Technician	Clertical	Survey Field Crew	Reimbursables	Sub Total	Fee with Reimburseables
1	Project Management												
1.1	Meetings (2)										\$	\$ 2,890.00	\$ 2,890.00
1.2	Budget and Schedule Monitoring, Invoicing										\$	\$ 2,340.00	\$ 2,340.00
1.3	Sub Management										\$	\$ 360.00	\$ 360.00
1.4	Survey Base Preparation										\$	\$ 760.00	\$ 760.00
1.5	Field Survey										\$	\$ 1,580.00	\$ 1,580.00
2	Utility Coordination										\$	\$ 1,180.00	\$ 1,180.00
3	Design Documents										\$	\$ -	\$ -
3.1	Drawing										\$	\$ -	\$ -
3.2	Special Provisions										\$	\$ 36,835.00	\$ 36,835.00
3.3	Options of Cost										\$	\$ 10,100.00	\$ 10,100.00
3.4	Sewer Design Report										\$	\$ 1,908.00	\$ 1,908.00
3.5	Drainage Memo										\$	\$ 950.00	\$ 950.00
4	Submittals										\$	\$ 950.00	\$ 950.00
5-10	Subconsultant Services Shown Below										\$	\$ 1,275.00	\$ 1,275.00
11	Construction Phase Support										\$	\$ -	\$ -
11.1	Pre-bid										\$	\$ -	\$ -
11.2	Addendums										\$	\$ -	\$ -
11.3	PreCon										\$	\$ 560.00	\$ 560.00
11.4	RFLA										\$	\$ 755.00	\$ 755.00
11.5	Site Visits (2 sites)										\$	\$ 950.00	\$ 950.00
11.6	Final Walk Thru										\$	\$ 3,880.00	\$ 3,880.00
11.7	As-Built										\$	\$ 800.00	\$ 800.00
Total Hours											\$	\$ 850.00	\$ 850.00
Hourly Rate											\$	\$ 2,270.00	\$ 2,270.00
Labor Cost Subtotal											\$	\$ -	\$ -
Labor Costs											\$	\$ 32.47	\$ 32.47
Overhead @ 188%											\$	\$ 22.21	\$ 22.21
Total Labor and Overhead											\$	\$ 7,662.00	\$ 7,662.00
Profit @ 10%											\$	\$ 835.00	\$ 835.00
Subtotal											\$	\$ 23,975.00	\$ 23,975.00
Other Direct Costs											\$	\$ -	\$ -
Allowance A- Reimbursables											\$	\$ -	\$ -
Other Direct Costs Subtotal											\$	\$ -	\$ -
Total Costs-Prime Consultant											\$	\$ 70,885.00	\$ 70,885.00
Geotechnical Subconsultant											\$	\$ -	\$ -
Total Subconsultants											\$	\$ -	\$ -
Total Project											\$	\$ -	\$ -

Total Project

\$ 74,488



CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

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

Council Meeting Date:	April 1, 2014	Contact Person:	Sherry Ann Aguilar, City Clerk MMC
Submitting Department:		District:	2
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on a Series 06 Liquor License request by Wayne Roediger for Rumors Sports Bar & Grill located at 16846 W. Bell Road, Suite 100, Surprise, AZ 85374.

Motion:

I move to approve a Series 06 Liquor License request by Wayne Roediger for Rumors Sports Bar & Grill located at 16846 W. Bell Road, Suite 100, Surprise, AZ 85374.

Background:

The departmental reports are attached.

Financial Impact Statement:

ATTACHMENTS:

Click to download

☐ [Departmental Reports](#)

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):

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

REFERENCE:

DATE: March 18, 2014

LICENSE NUMBER 06070646
Series #06 – Interim Permit / Person Transfer / LLC

APPLICANT:

Rumors Sports Bar & Grill

16846 W. Bell Road #100
Surprise, Arizona 85379

FINDINGS:

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

Rumor's is a full service bar with new ownership and taking the place of the Coyote Bar. A dance floor for dancing and stage for music entertainment is still on site. The potential market should be for patrons of legal drinking age within Surprise and surrounding areas.

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

There should be no change to traffic in the area with the person transfer license. There is direct access onto Bell Road from the south and Eastham Parkway from the west. There is also a traffic signal light at the nearby intersection of Bell Road and Eastham Parkway.

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

The Surprise Police Department has had to respond to a large number of police service calls. In the last five years, Surprise Police responded to the following noted incidents among other calls:

- One theft
- Three calls of loud music from the bar
- Ten physical fights (usually involving more than two people); one of the fights had the bartender cited for willingly not calling the police during the fight
- One call of Disorderly Conduct
- Four calls of Assault
- One hit and run accident from a patron leaving the bar
- Two warrant arrests (Both employees of Coyote Alley)
- Two calls of trespassing
- Three Driving Under the Influence (DUI) calls originating from Coyote Alley

There were also some other calls of citizen assist calls and welfare checks.

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

Rumor's is scheduled to be open as late as 2 AM. There are other businesses adjacent to Rumors



COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Date: March 12, 2014
To: Sherry Aguilar, City Clerk
From: Vamshee Kovuru, AICP, Planner II
Re: Liquor License Application for:

**Rumors Sports Bar & Grill, LLC
Series # 6 – Interim Permit/Person Transfer
16846 W Bell Road, Suite 100
Surprise, Arizona 85374**

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

1. Safeway Food & Drug #1997 (Series 9) – 17049 W Bell Rd
2. Valero Corner Store #1713 (Series 10) – 16794 W Bell Rd
3. Albertson's #1026 (Series 9) – 16750 W Bell Rd
4. White Eagle Deli (Series 7) – 16846 W Bell Rd #109
5. Golden Wei Chinese Cuisine (Series 12) – 17104 W Bell Rd #106, 107
6. Amuse Bouche (series 12) - 17058 W. Bell Rd. #104
7. Walgreen's #6806 (Series 10) – 17088 W Bell Rd
8. Sam's Club #4955 (Series 9) – 16573 W Bell Rd
9. Circle K (Series 10) – 16247 W. Bell Rd.
10. Winco Food (Series 9) – 16951 W Bell Rd

The immediate area is composed of commercial establishments. The property is zoned Community Commercial or C-2 which is consistent with the proposed use.

Commercial uses are expected to increase with the built out of commercial parcels at Surprise Farms and Surprise Village Marketplace along Bell Road.

Residential growth is expected to remain static.

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

that are open until approximately 9 PM, but vary on weekends, closing earlier. These businesses include a tanning salon and a smoke shop. At the opposite end of the plaza, there is a Pizza Hut delivery take out restaurant that is open late nights. There are some other miscellaneous shops in the area, including a music store that close by early evening.

5) ***Appropriateness of series license requested.***

A series 6 license is appropriate and applicable for Rumors per state guidelines for bars.

Submitted by Officer Chris Tovar #2059



MEMO

Date: 03/10/2014

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Fiscal Support Specialist

RE: Liquor License Application – Rumors Sports Bar & Grill LLC

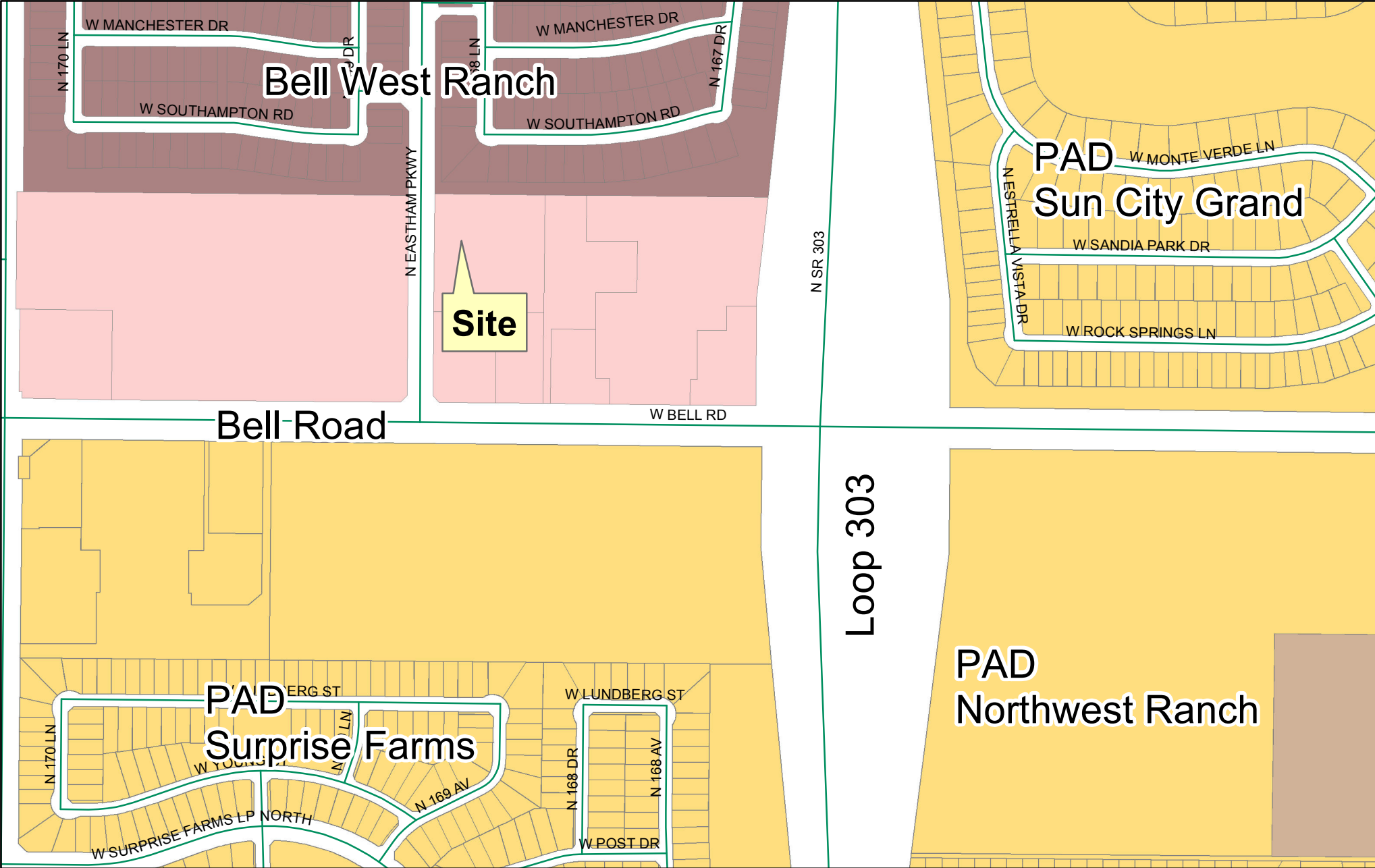
Business License Status:

Application packet mailed on 3/10/14.

Mailing to:

Rumors Sports Bar & Grill LLC
dba Rumors Sports Bar
Attn: Mr. Wayne E. Roediger
16846 W. Bell Rd., Ste. 100
Surprise, AZ 85374

Surrounding Zoning - Rumors Sports Bar & Grill, LLC





FIRE PREVENTION DIVISION



Memorandum

Date: March 10, 2014
TO: Sherry Ann Aguilar, City Clerk, MMC
CC: Firehouse File
FROM: Doug Helbig, Fire Marshal

Ref: Fire Code Compliance Inspection

Rumors Sports Bar & Grill
Series #06 – Interim Permit/Person Transfer
16846 W. Bell Road, Suite 100
Surprise, AZ 85374

Dear Ms. Aguilar,

A fire code compliance inspection was conducted at the request of the new tenant at the above-mentioned location and numerous violations were discovered. The violations discovered were pre-existing conditions, caused by the former tenant, prior to his eviction. I am confident that between the new tenant and the property management company all violations will be corrected prior to opening for business to the public.

Thank you,

Doug

R. Douglas Helbig, Fire Marshal

14250 W. Statler Plaza, Ste. 101
Surprise, AZ 85374 Office (623)222-5120
doug.helbig@surpriseaz.gov





CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

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

Council Meeting Date: April 1, 2014

Contact Person: Michael Frazier; Chief of Police

Submitting Department: Police

District: Internal

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action accepting application to the Arizona Governor's Office of Highway Safety for available 2014 Reallocation Funding in the amount of \$25,225; Resolution #2014-24.

Motion:

I move to approve Resolution 2014-24.

Background:

The availability of this funding was brought to the attention of the department by the Governor's Office of Highway Safety. Reallocation funding was made available when federal 2014 funding was not depleted for the initial grant cycle. The funding will be used to provide traffic officers who have been recently assigned to the unit advanced training in handling traffic accidents, especially those involving deaths, as well as to enhance the pedestrian and bicycle education campaigns.

Financial Impact Statement:

Funding from GOHS does not require a city match. There are no on-going costs associate with the grant funding. City staff is requesting approval from the City Council to accept and spend grant funding in the amount of \$25,225 for Police Explorer youth education and complete the associated budget adjustment.

ATTACHMENTS:

Click to download

- ☐ [2014A-SI-010](#)
 - ☐ [AZGOHS Grant No. 2014A-AI-010](#)
 - ☐ [2014A-PS-018 Award Letter](#)
 - ☐ [AZGOHS Grant No. 2014A-PS-018](#)
 - ☐ [Resolution 2014-24](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Michael T. Frazier, Chief of Police

John Poorte, Commander



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

April 1, 2014

Chief Michael Frazier
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract Number: 2014A-AI-010

Purpose of Project: Accident Investigation
Education/Training – IPTM

Dear Chief Frazier:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 20) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Chris Hillman, City Manager, City of Surprise, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Enclosures
AG: mscota

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Surprise Police Department (SPD)	GOHS CONTRACT NUMBER: 2014A-AI-010
ADDRESS 14250 W. Statler Plaza, Surprise, AZ 85374	PROGRAM AREA: 402-AI
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Lt. Penny Riherd
ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374	3. PROJECT TITLE:
4. GUIDELINES: 402-Accident Investigation (AI)	Accident Investigation Education/Training – IPTM

5. **BRIEFLY STATE PURPOSE OF PROJECT:**
Federal 402 funds will support Travel In-State Education/Training to enhance Accident Investigation prosecution related to traffic collisions, throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2014
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$15,225.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$15,225.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2014

CURRENT GRANT PERIOD FROM: 10-01-2013 TO: 09-30-2014

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$15,225.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Surprise encompasses approximately 104 square miles, with annexation plans of an estimated 150 square miles over the next several years. The current population for the City of Surprise is 117,517 (Census 2010). The City of Surprise has experienced tremendous growth over the past ten years, resulting in a 281% increase in population. Vehicular traffic enters the City of Surprise via four main routes; State Highway 60/Grand Avenue, which cuts through the City of Surprise southeast to northwest, providing motorists travel between Phoenix and Las Vegas, Nevada. Secondly, Bell Road cuts through the northern heart of the city, running east and west. Thirdly, Greenway Road is under expansion and cuts through the southern heart of the city, also running east and west. Finally, State Route 303 cuts through the City of Surprise north and south and is currently under extensive expansion to increase the flow of traffic through the City of Surprise. This expansion will not only bring more motorists into the City of Surprise; but, allow traffic to travel through Surprise to Interstate 10 to the south, which leads to California and New Mexico and north to Interstate 17 which takes you to Flagstaff with little delay.

In total, the Surprise Police Department is responsible for the patrol of approximately 690 miles of roadway. The population and infrastructure of the City of Surprise has increased the amount of vehicle, bicycle, and pedestrian traffic travel about the City of Surprise. Traffic collisions continue to be a major concern; and to add an impaired driver escalates safety of the citizens and visitors of the City of Surprise.

Agency Problem:

The Surprise Police Department is requesting grant funding to support Travel In-State: IPTM Training Courses – “At Scene Traffic Crash/Traffic Homicide Investigation” and “Interviewing Techniques for the Traffic Crash Investigator”. The Surprise Police Department plans to enhance accident investigations to assist in Accident Investigation prosecution related to traffic collisions.

Agency Attempts to Solve Problem:

The City of Surprise has addressed the problems that stem from traffic collisions related to accident investigations; however, further training and education is needed to assist Surprise Police Officers in increased traffic collision prosecution.

Agency Funding:

Federal 402 funds will support Travel In-State Education/Training to enhance Accident Investigation prosecution related to traffic collisions, throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The Surprise Police Department plans to utilize grant funding to support Travel In-State: IPTM Training Courses – “At Scene Traffic Crash/Traffic Homicide Investigation” and “Interviewing Techniques for the Traffic Crash Investigator”. The Surprise Police Department plans to enhance accident investigations by participating in training, to assist in Accident Investigation prosecution related to traffic collisions.

GOALS/OBJECTIVES:

Federal 402 funds will support Travel In-State Education/Training to enhance Accident Investigation prosecution related to traffic collisions, throughout the City of Surprise.

Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Accident Investigation Program Goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program Goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic crashes throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Accident Investigation in terms of money, criminal and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Travel In-State – To complete/attend the following travel in-state for Accident Investigations Training/Education Activities:

IPTM Training

“At Scene Traffic Crash/Traffic Homicide Investigation” and “Interviewing Techniques for the Traffic Crash Investigation”

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2013)	January 15, 2014
2nd Quarterly Report (January 1 to March 31, 2014)	April 15, 2014
3rd Quarterly Report (April 1 to June 30, 2014)	July 15, 2014
4th Quarterly Report (July 1 to September 30, 2014)	October 30, 2014
Final Statement of Accomplishment	October 30, 2014

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Enforcement Report" must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Michael Frazier, Chief, Surprise Police Department, shall serve as Project Director.

Penny Riherd, Lieutenant, Surprise Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required

report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State IPTM Training “At Scene Traffic Crash/Traffic Homicide Investigation”, \$11,250.00 “Interviewing Techniques for the Traffic Crash Investigation”, \$3,975.00	\$15,225.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS *\$15,225.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of **\$15,225.00**.

LAW ENFORCEMENT DAILY REPORT
(For Agency Use Only)

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
CRIMINAL SPEED CITATIONS		
AGGRESSIVE DRIVING CITATIONS		
CIVIL SPEED CITATIONS		
OTHER CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

LAW ENFORCEMENT QUARTERLY REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
CRIMINAL SPEED CITATIONS		
AGGRESSIVE DRIVING CITATIONS		
CIVIL SPEED CITATIONS		
OTHER CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Michael Frazier, Chief
Surprise Police Department

***Signature of Authorized Official of
Governmental Unit:***

Chris Hillman, City Manager
City of Surprise

Date

Telephone

Date

Telephone



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

April 1, 2014

Chief Michael Frazier
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract Number: 2014A-PS-018
Purpose of Project: Pedestrian and Bicycle Safety
Education

Dear Chief Frazier:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 20) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Chris Hillman, City Manager, City of Surprise, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Enclosures
AG: mscota

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Surprise Police Department (SPD)		GOHS CONTRACT NUMBER: 2014A-PS-018
ADDRESS 14250 W. Statler Plaza, Surprise, AZ 85374		PROGRAM AREA: 402-PS
2. GOVERNMENTAL UNIT City of Surprise		AGENCY CONTACT: Lt. Penny Riherd
ADDRESS 16000 N. Civic Center Plaza, Surprise, AZ 85374		3. PROJECT TITLE: Pedestrian and Bicycle Safety Education
4. GUIDELINES: 402-Pedestrian/Bicycle Safety (PS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support the purchase of Materials/Supplies to enhance Pedestrian and Bicycle Awareness Education throughout the City of Surprise.		
6. BUDGET COST CATEGORY		Project Period FFY 2014
I. Personnel Services		\$0.00
II. Employee Related Expenses		\$0.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$10,000.00
VII. Capital Outlay		\$0.00
TOTAL ESTIMATED COSTS		\$10,000.00
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2014
CURRENT GRANT PERIOD	FROM: 10-01-2013	TO: 09-30-2014
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,000.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Surprise encompasses approximately 104 square miles, with annexation plans of an estimated 150 square miles over the next several years. The current population for the City of Surprise is 117,517 (Census 2010). The City of Surprise has experienced tremendous growth over the past ten years, resulting in a 281% increase in population. Vehicular traffic enters the City of Surprise via four main routes; State Highway 60/Grand Avenue, which cuts through the City of Surprise southeast to northwest, providing motorists travel between Phoenix and Las Vegas, Nevada. Secondly, Bell Road cuts through the northern heart of the city, running east and west. Thirdly, Greenway Road is under expansion and cuts through the southern heart of the city, also running east and west. Finally, State Route 303 cuts through the City of Surprise north and south and is currently under extensive expansion to increase the flow of traffic through the City of Surprise. This expansion will not only bring more motorists into the City of Surprise; but, allow traffic to travel through Surprise to Interstate 10 to the south, which leads to California and New Mexico and north to Interstate 17 which takes you to Flagstaff with little delay.

In total, the Surprise Police Department is responsible for the patrol of approximately 690 miles of roadway. The population and infrastructure of the City of Surprise has increased the amount of vehicle, bicycle, and pedestrian traffic travel about the City of Surprise. Traffic collisions continue to be a major concern; and to add an impaired driver escalates safety of the citizens and visitors of the City of Surprise.

Agency Problem:

The Surprise Police Department is requesting grant funding for the purchase of Materials/Supplies: Pedestrian and Bicycle safety education materials, Portable Pedestrian Crossing Signals, Bicycle helmets, Traffic Safety Trivia Cards, Stickers, and books/pamphlets by providing Pedestrian and Bicycle educational awareness within the City of Surprise. The Surprise Police Department plans to enhance the educational awareness program related to Pedestrian and Bicycle Safety; and expand the "*Share the Streets, Give a Bike Five Feet*" campaign.

Agency Attempts to Solve Problem:

The City of Surprise has addressed the problems that stem from traffic conflicting with pedestrians and bicycles. Addressing challenges typically starts with providing education and information to the citizens of the City of Surprise.

Agency Funding:

Federal 402 funds will support the purchase of Materials/Supplies to enhance Pedestrian and Bicycle Awareness Education throughout the City of Surprise.

How Agency Will Solve Problem With Funding:

The Surprise Police Department plans to utilize grant funding for Pedestrian and Bicycle Safety Awareness by providing educational awareness within the City of Surprise. Surprise Police Department will procure Materials and Supplies: Pedestrian and Bicycle safety education materials, Portable Pedestrian Crossing Signals, Bicycle helmets, Traffic Safety Trivia Cards, Stickers, and books/pamphlets. Surprise Police Department will expand the "*Share the Streets, Give a Bike Five Feet*" campaign within the City of Surprise.

GOALS/OBJECTIVES:

Federal 402 funds will support the purchase of Materials/Supplies to enhance Pedestrian and Bicycle Awareness Education throughout the City of Surprise.

Expenditures of funding pertaining to the PS/Pedestrian and Bicycle Safety Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Pedestrian and Bicycle Safety Program Goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian and Bicycle Safety Program Goal is to reduce the incidence of pedestrian and bicycle fatalities and injuries on roadways and in School Zones through enforcement, education and public awareness throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Pedestrian/Bicycle Safety in terms of money, criminal and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Materials and Supplies – To purchase/procure the following Materials and Supplies for Pedestrian and Bicycle Safety Education Activities:

Pedestrian and Bicycle safety education materials, Portable Pedestrian Crossing Signals, Bicycle helmets, Traffic Safety Trivia Cards, Stickers, and books/pamphlets

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2013)	January 15, 2014
2nd Quarterly Report (January 1 to March 31, 2014)	April 15, 2014
3rd Quarterly Report (April 1 to June 30, 2014)	July 15, 2014
4th Quarterly Report (July 1 to September 30, 2014)	October 30, 2014
Final Statement of Accomplishment	October 30, 2014

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Enforcement Report" must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Michael Frazier, Chief, Surprise Police Department, shall serve as Project Director.

Penny Riherd, Lieutenant, Surprise Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required

report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Pedestrian and Bicycle safety education materials, Portable Pedestrian Crossing Signals, Bicycle helmets, Traffic Safety Trivia Cards, Stickers, and books/pamphlets	\$10,000.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS *\$10,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of **\$10,000.00**.

LAW ENFORCEMENT DAILY REPORT
(For Agency Use Only)

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
CRIMINAL SPEED CITATIONS		
AGGRESSIVE DRIVING CITATIONS		
CIVIL SPEED CITATIONS		
OTHER CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

LAW ENFORCEMENT QUARTERLY REPORT
 (Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
CRIMINAL SPEED CITATIONS		
AGGRESSIVE DRIVING CITATIONS		
CIVIL SPEED CITATIONS		
OTHER CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Michael Frazier, Chief
Surprise Police Department

***Signature of Authorized Official of
Governmental Unit:***

Chris Hillman, City Manager
City of Surprise

Date Telephone

Date Telephone

RESOLUTION # 2014-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2014 BUDGET BY REALLOCATING APPROPRIATIONS OF \$25,300 FROM OTHER GRANT REVENUE TO GOHS 2014 REALLOCATION GRANT REVENUE AND \$25,300 FROM CONTINGENCY WITH \$10,000 TO GOHS 2014 REALLOCATION GRANT EQUIPMENT AND \$15,300 TO GOHS 2014 REALLOCATION GRANT TRAINING TO IMPROVE TRAFFIC ENFORCEMENT AND BICYCLE AND PEDESTRIAN SAFETY.

WHEREAS, the Arizona Governor's Office of Highway Safety has awarded the City of Surprise a grant in the amount of \$25,300 for improved traffic enforcement and bicycle and pedestrian safety;

WHEREAS, the City of Surprise desires to accept the grant from the Arizona Governor's Office of Highway Safety in the amount of \$25,300 to improve traffic enforcement and bicycle and pedestrian safety;

WHEREAS, traffic enforcement and bicycle and pedestrian safety will be greatly enhanced by accepting this grant;

WHEREAS, the FY2014 budget was adopted by Council Resolution #2013-13 on June 18, 2013;

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. The City is hereby authorized to accept a grant in the amount of \$25,300 from the Arizona Governor's Office of Highway Safety for the City of Surprise Police Department to be able to improve traffic enforcement and bicycle and pedestrian safety

Section 2. 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, 2013 through June 30, 2014.

SIGNATURES BEGIN ON THE NEXT PAGE

APPROVED AND ADOPTED this ____ day of April, 2014.

CITY OF SURPRISE,
an Arizona municipal corporation

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:
Office of the City Attorney

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2014-24
Exhibit A

The FY2014 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
GOHS 2014 Reallocation Grant/Revenue	\$0	\$25,300	\$25,300
Other Grant Revenue	5,227,800	(25,300)	5,202,500
	<u>\$5,227,800</u>	<u>\$0</u>	<u>\$5,227,800</u>
GOHS 2014 Reallocation Grant/Equipment	\$0	\$10,000	\$10,000
GOHS 2014 Reallocation Grant/Training	\$0	\$15,300	\$15,300
Contingency	5,227,800	(25,300)	5,202,500
	<u>\$5,227,800</u>	<u>\$0</u>	<u>\$5,227,800</u>

The fund changes are as follows:

- Grants and Contingency Fund - Revenue –The amendment reallocates budget authority for \$25,500 to the GOHS 2014 Reallocation grant within other grant revenue.
- Grants and Contingency Fund – Expenditures – the amendment reallocates appropriation of \$25,500 from contingency for the purchase of equipment and training. Contingency is programmed for unplanned expenses without exceeding the approved total annual budget for FY2014



CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

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

Council Meeting Date: April 1, 2014

Contact Person: Michael T. Frazier, Police Chief

Submitting Department: Police

District: Citywide

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the submittal, acceptance and execution of the 2015 GOHS PD DUI Overtime, Equipment and Training grant through the Governor's Office of Highway Safety Program in the amount of \$66,000.00; Resolution #2014-28.

Motion:

I move the approval of Resolution 2014-28.

Background:

The City of Surprise Police Department is requesting grant funding from the Arizona Governor's Office of Highway Safety (AZGOHS) in the amount of \$66,000 to support DUI enforcement overtime expenses, LIDAR Laser Pro equipment, and IPTM traffic training (if funding is not provided for in the 2014 GOHS Supplemental Allocation) for the enforcement of all traffic laws of the State of Arizona and the appropriate officer training to implement a comprehensive highway safety program. The Governor's Office of Highway Safety's purpose for the project is to protect citizens from the dangers of impaired drivers and reduce serious and fatal traffic accidents with a strict, "zero tolerance" enforcement. Officers from the Surprise Police Department will be utilized during traffic task force operations to curb DUIs and other related violations within the City of Surprise. The Highway Safety Grant requires that all application submittals be approved through City Council resolutions.

Financial Impact Statement:

The City of Surprise Police Department is requesting grant funding in the amount of \$66,000.00 for DUI overtime (\$30,000), LIDAR Laser Pro equipment (approx. \$20,000), and IPTM traffic training (approx. \$16,000 if funding is not provided for in the 2014 GOHS Supplemental Allocation) for the Surprise Police Department through the Governor's Office of Highway Safety Program. There are no match requirements for this grant. The Police Department has received internal approval for submitting this grant from the Finance Department and Grant Administration.

ATTACHMENTS:

[Click to download](#)

- ☐ [GOHS FY2015 Grant Documents](#)
 - ☐ [Lidar Radar guns Quote](#)
 - ☐ [Training Cost Quotes](#)
 - ☐ [Police Chief Cover Letter for Submittal](#)
 - ☐ [Resolution 2014-28 Approving the GOHS Grant Submittal and Acceptance](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Michael T. Frazier, Chief of Police

Cover Page

Project Title City of Surprise FY 2015 DUI Funding Request

Total Grant Funding Requested \$65,935.14

Total ERE Percentage 0

Agency Name: Surprise Police Department
Contact Information: 14250 W. Statler Plaza
Surprise, AZ 85374
Phone: (623)222-4000

Governmental Unit: City of Surprise Police Department
Address: 14250 West Statler Plaza, Surprise Arizona 85374

Project Director: Michael Frazier
Contact Information: Chief of Police
14250 West Statler Plaza
Surprise, AZ 85374
Phone: (623) 222-4000
E-mail: michael.frazier@surpriseaz.gov

Project Administrator: Penny Riherd
Contact Information: Lieutenant
14250 West Statler Plaza
Surprise, AZ 85374
Phone: (623) 222-4230
E-mail: penny.riherd@surpriseaz.gov

Fiscal/Financial Contact: Mary Truhler
Contact Information: Senior Financial Analyst
16000 North Civic Center Plaza
Surprise, AZ 85374
Phone: (623) 222-1847
E-mail: mary.truhler@surpriseaz.gov

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

http://egrants.azgohs.gov/_Upload/12693-2015AZGOHSDUIGrantRequestLetter02262014Final2.pdf

For GOHS Office use only
Total Proposal

Jurisdiction

Select the Type of Jurisdiction:

City

Select the Type of Agency:

Law Enforcement

Fire Department / District

Non-Profit / Other

Select the County Served:

Maricopa County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

This proposal is a request for \$65,935.14 for grant assistance from Arizona Governor's Office of Highway Safety to the City of Surprise's Police Department for the continuance of the department's progressive, aggressive, and proactive enforcement of the traffic laws of the State of Arizona. This program falls under the Governor's Office of Highway Safety DUI enforcement category, a top priority in traffic enforcement for the City of Surprise which will be accomplished through partnerships with other West Valley Law Enforcement Agencies through hosting and participation in "DUI Saturation Patrol" events.

If funded, the City of Surprise's Police Department will be able to host and actively participate in West Valley efforts to combat impaired drivers, enforce, educate, and positively impact all drivers and passengers contacted above and beyond typical enforcement efforts. Funding to assist in overtime expenses for the deployment of police officers to host and participate in "DUI Saturation Patrols" as well as the overtime expense for a dedicated Communications Officer to provide radio service. Five Light Detection And Ranging Pro Lasers will be purchased for the department's traffic unit to supply the team with appropriate equipment and technology that supports speed enforcement efforts. The funding request includes the following items:

1. Personnel Services: DUI OT salary cost of \$35,000 City of Surprise will pay ERE cost
2. Capital Outlay: Five LIDAR Laser Pro cost of \$19,685.14 includes tax and shipping
3. Funding for five Surprise Police Motor Officers to attend the IPTM "At Scene Traffic Crash/Traffic Homicide Investigation School" with a total tuition of \$4,750.
4. Funding for five Surprise Police Motor Officers to attend the IPTM "Interviewing Techniques for the Traffic Crash Investigator" with a total tuition of \$3,975.
5. Funding to support in-state lodging expenses for five Police Officers \$2,525

The City of Surprise Police Department is requesting \$65,935.14 to provide DUI OT, LIDAR equipment and valuable training for our traffic officers. It should be noted that training was also requested in the 2014 GOHS reallocation application and will be omitted from this request if awarded with the 2014 GOHS reallocation funding. The impact would reduce the GOHS 2015 request to \$54,685.14.

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The City of Surprise is located northwest of the City of Phoenix, nestled along the east and north sides of the White Tank Mountain Range. The City of Surprise encompasses approximately 104 square miles of desert terrain with annexation plans of an estimated 150 square miles over the next several years. The typical climate for Surprise, Arizona is an average summer temperature of 105 degrees with July typically being the hottest month of the year. Cooler temperatures are experienced from December through March. On average, the month of February is the wettest month. The current population for the City of Surprise is 121,287 (MAG 2011). The City of Surprise has experienced tremendous growth over the past ten years, resulting in an estimated 281% population increase.

Vehicular traffic enters the City of Surprise via four main routes; State Highway 60/Grand Avenue, which cuts through the City of Surprise southeast to northwest, providing motorists travel between Phoenix and Las Vegas, Nevada. Secondly, Bell Road cuts through the northern heart of the city, running east and

Proposal Summary

west. Thirdly, Greenway Road cuts through the southern heart of the city, also running east and west. Finally, State Route 303 cuts through the City of Surprise north and south and is currently completing an extensive expansion to increase the flow of traffic through the City of Surprise. This expansion will not only bring more motorists into the City of Surprise; but, allow traffic to travel through Surprise to Interstate 10 to the south, which leads to California and New Mexico and north to Interstate 17 which takes travelers to Flagstaff.

The median age of the represented population is 36. The City has four high schools which add additional young and inexperienced drivers to our roadways as well as several active adult communities. Surprise has the fourth largest 65+ population in the nation (per-capita) which has increased the amount of vehicle, bicycle, and pedestrian traffic in and around the city.

In total, the Surprise Police Department is responsible for patrolling approximately 690 miles of roadway. The population growth and infrastructure of the City of Surprise has caused heavy traffic loads resulting in more impaired drivers and more traffic collisions. The Surprise Police Department is committed to reducing traffic incidents through strategic DUI OT, the use of improved technology and equipment, and appropriate trainings.

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. The City of Surprise's Police Department GOHS 2015 funding proposal is proactive and based upon statistical data collected during fiscal year 2013. The Surprise Police Department's request for funding is focused upon DUI/Alcohol enforcement overtime expenses, additional equipment to assist with the enforcement of all traffic laws of the State of Arizona and the appropriate officer training to implement a comprehensive highway safety program.

Statistical data supplied in the Traffic Data Summary indicated a 32% increase in Speed Related Injuries, increases in Total Extreme DUI .15 Arrests, DUI Drug Arrest and Underage DUI Arrest between 2012 and 2013. These increases justify the City's request for funding additional DUI Overtime, LIDAR Laser technology and associated traffic officer trainings.

If funded, Surprise Police Officers will actively participate in DUI Saturation Patrols and Task Force Operations in the West Valley. The DUI task force is an effective enforcement strategy involving multiple police agencies working together in partnership to remove impaired motorists from the roadways not only during the holidays, but throughout the year and at special events like the 2015 Super Bowl. Surprise's Police Department will continue to implement enforcement actions that stem from impaired driving; and continually contribute to the DUI Task Force, which promotes roadway safety throughout the City of Surprise and neighboring jurisdictions.

In calendar year 2013, City of Surprise Police Officers focused their efforts on DUI traffic enforcement making a total of 474 DUI arrests. They took their enforcement efforts further by issuing 7,174 traffic citations of which 1,573 were speed citations and 120 were seatbelt violations. Additional funding for DUI overtime, equipment and training is requested to continue to deter impaired driving, increase public education, and ensure that traffic enforcement is a top priority for the city, the region and the state.

If you have additional information, please upload:

http://egrants.azgohs.gov/_Upload/12195-ProLaser4.docx

Proposal Summary

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

As the City of Surprise continues to grow, so do calls for police service. The Police Department's Traffic Enforcement Unit was established in 2000, and is currently staffed with one sergeant and five traffic officers. The unit utilizes police motorcycles and one unmarked police traffic enforcement vehicle. The amount of officers assigned to this unit limits the amount of time a traffic officer can dedicate to the enforcement of impaired and aggressive drivers. For this reason, patrol officers are often called upon to assist. The patrol officers operate fully marked police vehicles which further assist by becoming a visible deterrent to potential violators; however their participation often hinders daily operations and results in staff shortages.

FY2013, the National Highway Safety Administration (NHTSA) national drunk driving statistics support the concern the City of Surprise Police Department has to stop motorists from driving impaired. Research conducted on the NHTSA website (www.nhtsa.gov) supports the City of Surprise's Police Departments concerns about impaired drivers through the following statistical information:

1. Alcohol-impaired motor vehicle crashes cost more than an estimated \$37 billion annually.
2. In 2012, more than 10,000 people died in alcohol-impaired driving crashes.
3. More than 50% of convicted impaired drivers continue to drive on a suspended license.
4. On average, one in three people will be involved in a drunken driving crash in their lifetime.
5. Drunk driving involvement in fatal crashes is 4.5 times higher at night than during the day

In 2013, Surprise Police Officers arrested 474 impaired drivers and 34 of those arrested were drivers under the age of 21. Dedicated officers work diligently to detect impaired drivers traveling local streets to intervene before they are involved in a collision resulting in injuries. Aggressive enforcement of impaired driving laws is a top priority for the City of Surprise's Police Department. Due to its effectiveness, one of the preferred methods used to deter and detect impaired drivers are specialized task forces. These events are hosted by various regional agencies in the Phoenix metropolitan area. Officers from jurisdictions across the region work as a team to aggressively enforce traffic laws, specifically those pertaining to driving while impaired. City of Surprise officers are brought in on overtime and exclusively tasked with traffic enforcement, freeing them from the need to respond to routine service calls. With the assistance of the media, these events are publicized prior to their occurrence. This helps to deter possible impaired persons from getting behind the wheel of a motor vehicle through public education. City of Surprise officers also participate throughout the year in various community activities educating the public about the importance of traffic and bicycle safety and the dangers of driving impaired. The Surprise Police Department and Fire-Medical Department will join forces and host traffic safety booths during two major city events to educate the public about traffic safety.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

Project Objectives:

1. To increase the number of impaired drivers contacted for the year 2015 during the 12 or more DUI Task Force Events.
2. To increase public education about the dangers of driving impaired through two or more public safety events for the year 2015.
3. To increase the number of traffic citations issued for moving violations and passenger safety restraints for the year 2015.
4. Utilize both local and social media to educate the public about the City of Surprises strict enforcement of the DUI laws with "zero tolerance" for driving under the influence.
5. Conduct in-service DUI detection training for all newly hired officers for the year 2015.
6. Participate in a minimum of twelve DUI Task Forces for the year 2015.
7. Invite parents to bring their teens of driving age to a Surprise Police Department Task Force Event as a "reality" check that the dangers are real and the outcomes are expensive.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

National statistics confirm that approximately 30 people are killed daily in impaired driver related crashes. It is a commonly held belief that impaired drivers can be deterred if they believe there is a high probability of being detected, arrested, convicted, and punished. DUI Task Force Saturation Patrols greatly increase the public's awareness and have a high potential to deter individuals from driving impaired.

For that driver's that ignore the possibility of detection, locating them and removing them from the roadway is a high priority. A DUI Task Force greatly increases an officer's ability to stop these dangerous drivers before they harm themselves or others. Officers assigned to task forces are able to concentrate on locating and arresting impaired drivers exclusively.

To accomplish this task, officers who are not tied to routine calls for service and other varied tasks assigned are needed. These officers would be brought in during weekends and holiday times when the percentage of impaired drivers on the roadway is greater. Officers from area agencies would be asked to participate to help saturate an area with officers looking for impaired drivers. For those that ignored the media releases about the task force, the sight of numerous marked patrol units may deter them from driving under the influence. The officers selected for this assignment at the City of Surprise's Police

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Department are individuals who have shown enthusiasm and professionalism in aggressively and proactively enforcing impaired driver laws. These are normally members of the traffic enforcement unit and beat officers who have dedicated themselves to learning the techniques for effectively building cases against impaired drivers.

The request in this proposal is to cover overtime costs associated with DUI enforcement officers for a minimum of 12 task forces during 2015, and for the purchase of five Pro Laser LIDARs for speed enforcement. The City of Surprise has budgeted for other related employee costs, i.e. vehicles, fuel, and court costs. DUI enforcement and aggressive driver deterrents can begin within one month of funding approval. Statistics will be maintained as directed by the Governor's Office of Highway Safety and within the scope of the current record keeping protocol of the City of Surprise's Police Department. Data gathered will be conveyed to the public by the Police Department in cooperation through social media, local media and Surprise News Channel 11, as well as public safety events, neighborhood watch meetings, Police Explorer meetings, and citizen academies.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2014." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2014."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2014." "To participate in 8 speed enforcement details by September 30, 2014."

- 1.To increase enforcement capabilities participating in 12 or more task force events during 2015.
- 2.To increase the total number of DUI arrests by 1% from the calendar year 2013 base year total of 474 by December 31, 2014.
- 3.To develop a DUI Operational Plan to establish the method of operation, protocol, and objectives applicable upon initiation of contracted grant program.
- 4.To conduct DUI training sessions to all newly hired police officers and provide refresher training for task force participating officers by September 30, 2014.
- 5.To increase Police Traffic Officer Traffic expertise by sending five officers to traffic training courses in 2015.
- 6.To increase speed enforcement capabilities of officers utilizing "LIDAR" for both traffic and beat officers by using five more grant funded LIDARs during the grant funding period.

Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	2013	2012	2011
Total Fatal Collisions	3	3	6
Total Injury Collisions	232	254	190
Total Collisions Investigated	1673	1599	1081
Alcohol-Related Fatalities	0	0	1
Alcohol-Related Injuries	1	0	9
Speed-Related Fatalities	0	0	4
Speed-Related Injuries	34	11	45
Pedestrian Fatalities	0	0	1
Pedestrian Injuries	0	7	6
Bicycle Fatalities	0	0	0
Bicycle Injuries	3	7	4
Total DUI Arrests	381	400	264
Total Misdemeanor DUI Arrests	350	369	198
Total Aggravated DUI Arrests	31	31	66
Total Extreme DUI .15 Arrests	124	121	69
Total DUI-Drug Arrests	40	26	42
Total DRE Evaluations	0	16	31
Sober Designated Drivers	48	82	0
Underage Alcohol Violations-Title 4	56	93	150
Underage DUI Arrests	34	26	21
Underage DUI-Drug Arrests	0	28	9
Total Agency Citations	7174	9964	9692
Criminal Speed Citations	145	These three categories of citations will be broken down by statute starting in mid – 2013 Calendar year	
Aggressive Driving Citations	2		
Civil Speed Citations	1428		
Other Citations	5599	8518	7016
Red Light Running Citations	289	268	172
Seat Belt Citations	100	154	270
Child Safety Seat Citations	20	53	34

Professional and Outside Services

Description

There are no professional or outside services associated with this request.

Description	Amount
No professional or outside services requested	\$0

Total \$0

Travel

Description

Funding for five (5) Surprise Police Motor Officers to attend the IPTM "Interviewing Techniques for the Traffic Crash Investigator" with a total tuition of \$3,975.

Funding for five Surprise Police Motor Officers to attend the IPTM "At Scene Traffic Crash/Traffic Homicide Investigation School" with a total tuition of \$4,750

Both trainings provide critical knowledge for Traffic Officers to do their jobs.

Lodging cost for four days for five (5) Police Officers for in-state is \$2,525

Travel In-State:

Description	Transportation	Lodging	Per Diem	Misc	Amount
Funding for five (5) Surprise Police Motor Officers to attend the IPTM "Interviewing Techniques for the Traffic Crash Investigator" with a total tuition of \$3,975.		\$3,975.00			\$3,975.00
Funding for five Surprise Police Motor Officers to attend the IPTM "At Scene Traffic Crash/Traffic Homicide Investigation School" with a total tuition of \$11,250.		\$4,750.00			\$4,750.00
Lodging - 4 day \$505 @5 Officers		\$2,525.00			\$2,525.00
					\$0
					\$0
					\$0
Total:					\$11,250

Travel Out-of-State:

Description	Transportation	Lodging	Per Diem	Misc	Amount
					\$0
					\$0

Travel

\$0
\$0
\$0
\$0
\$0

Total:

http://egrants.azgohs.gov/_Upload/12217-TrainingCostQuotes.pdf

No materials or supplies associated with the request.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total					\$0

Description

to assist Traffic Officer with equipment for enforce traffic safety.

Page 4 of 4

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$35,000	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$11,250	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$19,685	
Total Estimated Cost	\$65,935	

Attachments

Attachments

A resolution from your agency's board of supervisors or city/town council will be included in this section.

http://egrants.azgohs.gov/_Upload/13157-ResolutionDraftGOHSPD2015Final3.doc

Upload any additional supplemental material below.

http://egrants.azgohs.gov/_Upload/13157-GOHS2015CityCouncilReportDraft2.docx

http://egrants.azgohs.gov/_Upload/13157-LIDARQuote1TaxAdjustment.pdf

http://egrants.azgohs.gov/_Upload/13157-TrainingCostQuotes.pdf

http://egrants.azgohs.gov/_Upload/13157-2015AZGOHSDUIGrantRequestLetter02262014Final2.pdf



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Quotation

Page 1 of 2

Date 01/22/2014

To... SGT ROBERTSON
SURPRISE POLICE DEPT

14250 W STATLER PLAZA SUITE 103
SURPRISE AZ 85374-1307

Quote # 2170965197601W72

Terms Net 30

This Quote Expires on 04/22/2014

Phone 623-222-4000

Fax 623-583-1092

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
5	ProLaser 4 bundle includes 8 AA rechargeable batteries, charger, USB to PC interface cable, and 12 VDC adapter. WSCA CONTRACT PRICING INCLUDES SHIPPING / TAX NOT INCLUDED	\$3,652.16	\$18,260.80

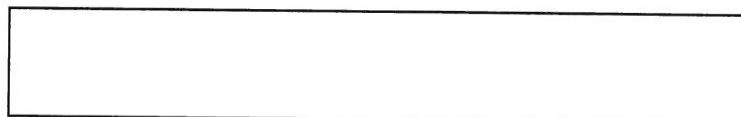
Total \$18,260.80

Sales Tax is 7.8% TOTAL COST: 18,260.80 + \$1,424.34 = \$19,685.14

Verified with Procurement

Signature

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)



Interviewing Techniques for the Traffic Crash Investigator (40 Hours)

While investigators have been obtaining information from people involved in traffic crashes, few investigators have successfully "interviewed" people involved in such collisions. We will show you how to apply proven techniques for interviews and interrogations in order to achieve a successful prosecution of the person or persons determined to be at fault in the collision.

The course is designed to help guide you through the interview and/or interrogation process and help you obtain accurate information from the drivers, occupants, pedestrians and other witnesses to the traffic collision.

Topics include:

- Analysis of the interview process
- The role of the interviewer
- Developing a systematic approach to the interview
- Developing questions for drivers, occupants, pedestrians and witnesses
- Placing the interviewee at ease
- Why the interviewer needs to be a good listener
- Maintaining control of the interview
- Safeguarding against police misconduct in the interview process
- Checking for non-verbal responses (body language)
- Ending the interview correctly

Prerequisite: You must have completed IPTM's *At-Scene Traffic Crash/Traffic Homicide Investigation* course or its equivalent.

Audience: Law enforcement and private traffic crash investigators, claims adjusters, engineers, attorneys, safety officers, military investigative personnel

Course Fee: \$795 + 5 = 3,975

COURSE FEE

The course fee includes tuition, a student reference manual and study materials. We accept checks, cash, agency purchase orders and credit cards. Credit card payments may be made online using your Visa, MasterCard, Discover or American Express card.

REGISTRATION

Register online at www.iptm.org. A minimum number of registrations must be received for a class to run as scheduled. When the minimum criterion has been met, written confirmation will be mailed, faxed, or emailed to you.

Please do not make airline reservations until you receive written notification confirming that the course will run as scheduled.

To register for this course online, please visit our website at: www.iptm.org

REFUND POLICY

A 10% administrative fee will be assessed to all refunds. In lieu of a refund, student substitutions can be made or a credit can be issued for a future course.

TRANSPORTATION AND LODGING

Most locations are served by several major airlines. Ground transportation, food and lodging are the responsibility of the student. However, hotels in the listed areas offer a special rate to IPTM program participants. For more information, please visit our website at www.iptm.org or call us at (904) 620-IPTM.

CONTINUING EDUCATION UNITS



This *Interviewing Techniques for the Traffic Crash Investigator* course is eligible for 40 ACTAR CEUs. IPTM Continuing Education Units (CEUs) are also available. Please call us at (904) 620-IPTM for details.

Robertson, malone, smith, co...
Hall, Robertson

Total 11,250



At-Scene Traffic Crash/ Traffic Homicide Investigation (80 Hours)

FIRST IN A SERIES OF THREE COURSES

This course will arm you with the necessary skills to conduct a thorough traffic crash investigation and properly document your findings for courtroom presentation.

We will show you the proper procedures for measuring, scale diagramming, and photographing in order to record physical evidence and essential facts available only at the crash scene. You will learn the fundamentals of mathematics, physics and engineering as they pertain to crash investigations and the proper mathematical equations to apply for the type of crash being investigated. Finally, you will learn to analyze the information to determine what happened before, during, and after the collision.

Controlled experiments with skidding vehicles and other projects throughout the course will allow you to apply these concepts to actual field situations.

IPTM's At-Scene Traffic Crash/Traffic Homicide Investigation will prepare you for a variety of advanced and specialty courses in traffic crash investigations.

Topics include:

- Physical evidence from the roadway
- Physical evidence from the vehicle
- The human element and occupant kinematics
- Mathematical principles and equations
- Skid marks and vehicle speeds
- Crash scene photography
- Traffic templates
- Measuring and scale diagramming
- Driver and witness interviews
- Information analysis and case preparation

Audience: Law enforcement and private traffic crash investigators, claims adjusters, engineers, attorneys, safety officers, military investigative personnel, animators and graphic designers

Course Fee: \$950 $15 = 4,750$

* For Florida Officers, IPTM's At-Scene Traffic Crash/Traffic Homicide Investigation course qualifies for 80 hours of Salary Incentive Credit by the FDLE Criminal Justice Standards and Training Commission.

COURSE FEE

The course fee includes tuition, a student reference manual and study materials. We accept checks, cash, agency purchase orders and credit cards. Credit card payments may be made online using your Visa, MasterCard, Discover or American Express card.

REGISTRATION

Register online at www.iptm.org. A minimum number of registrations must be received for a class to run as scheduled. When the minimum criterion has been met, written confirmation will be mailed, faxed, or emailed to you.

Please do not make offline reservations until you are notified by email or the website with no credit dated.

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CONTINUING EDUCATION CREDITS

Continuing Education Units (CEUs) are available through IPTM. Please call us at (904) 620-IPTM for details.

To register for this course online, please visit our website at:
www.iptm.org

Saneen Gasling
X-23624



JOHN E. REID & ASSOCIATES, INC.

If it doesn't say "The Reid Technique" ... it's not John Reid & Associates!

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4-Day Interview and Interrogation Technique - Tempe, AZ

Seminar Description: The 4 day combined program consists of our 3 day regular seminar followed by our 1 day advanced seminar.

Seminar Notes / Schedule:[> Register For This Seminar](#)**Fees:**1 Person \$770 ; 2-4 people \$670 each; and 5 or more \$505 each *15 = 2,525*

Seminar:	4-Day Interview and Interrogation Technique	
Also Available at this event:		
1-Day Advanced Interview and Interrogation	(starting 08/21/2014)	>Detail
3-Day Interview and Interrogation Technique	(starting 08/18/2014)	>Detail
Start Date:	08/18/2014	
End Date:	08/21/2014	
Duration:	4 days	
Hotel Information:		
Hotel Name:	Double Tree Phoenix/Tempe	
Hotel Street:	2100 South Priest Drive	
Hotel City:	Tempe	
Hotel State:	AZ	
Hotel Zip:	85282	
Hotel Phone:	(480) 967-1441	
Hotel may offer a special rate on a limited basis to Reid Seminar Participants. Contact Hotel.		
POST Information:		
Each seminar participant must submit an application for course approval. Program approval forms will be provided at the seminar. The forms should be given to the officers training officer to sign. The course approval numbers for Arizona are as follows;		
> Click Here For More POST Information		

[> Register For This Seminar](#)[> Find Another Seminar](#)



Police Department
14250 W. Statler Plaza, Suite 103
Surprise, AZ 85374-7481
Ph 623-222-4000
Fax 623-222-4008
TTY 623-222-4004



February 27, 2014

Mr. Alberto Gutier, Director
Governor's Office of Highway Safety
3030 N. Central Avenue, Suite 1550
Phoenix, AZ 85012

RE: City of Surprise FY15 DUI Funding Request

Dear Director Gutier:

The City of Surprise Police Department is a progressive law enforcement agency committed to the enforcement of all traffic laws of the State of Arizona with an emphasis on stopping impaired drivers. The Police Department has witnessed firsthand the negative impact impaired drivers have on the community and for this reason have dedicated patrol officers throughout the year to stop this threat to our community.

Surprise Police Officers have been trained in the detection, investigation, and arrest of alcohol and/or drug impaired drivers. We have made a personal commitment not only to the arrest and prosecution of impaired drivers within our community, but to assist other law enforcement agencies with their efforts in DUI enforcement. Surprise Police Officers have the necessary training to assist with the prosecution of impaired drivers through drug recognition evaluations, phlebotomy, collision investigations, and search warrants to obtain bodily fluids.

The City of Surprise has continued to experience growth and the estimated current population for the City is approximately 121,287 residents. The median age of the represented population is 36. The City has four high schools which add additional young and inexperienced drivers to our roadways as well as several active adult communities. Surprise has the fourth largest 65+ population in the nation (per-capita).

In FY13, the Governor's Office of Highway Safety assisted our enforcement efforts by awarding the Department with \$56,460.00. With these funds, the Department was able to participate in several DUI Saturation Patrols outside the City of Surprise, while still hosting many more events within the City.

Surprise plans to host a minimum of two DUI Task Force events in the fall of 2014, continue participation in events hosted by our neighboring agencies, as well as participation in all 2014 West Valley Holiday Task Force Events. Understanding the dangers of both impaired and aggressive drivers, we will utilize GOHS funding for overtime expenses; the purchase of five LIDAR's to assist with traffic enforcement; and funding to support five Surprise Police Motor Officers to receive IPTM trainings.

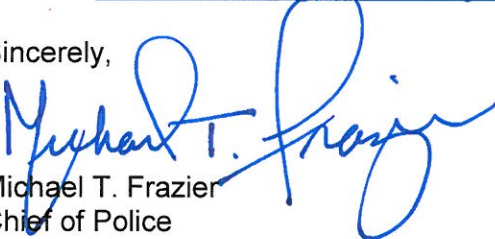
GOHS 2015 Grant Funding request includes:

1. Personnel Services and EREs: DUI OT at a salary cost of \$35,000 (ERE paid by City)
2. Capital Outlay: Five LIDAR Laser Pro at a cost of \$19,685.14 including shipping and tax
3. Funding for five Surprise Police Motor Officers to attend the IPTM "At Scene Traffic Crash/Traffic Homicide Investigation School" with a total tuition of \$4,750
4. Funding for five Surprise Police Motor Officers to attend the IPTM "Interviewing Techniques for the Traffic Crash Investigator" with a total tuition of \$3,975
5. In-State Lodging cost for five Surprise Police Motor Officers \$2,525.

The City of Surprise Police Department is requesting \$65,935.14 to provide DUI OT, LIDAR equipment and valuable training for our traffic officers. It should be noted that training was also requested in the 2014 GOHS reallocation application and will be omitted from this request if awarded with the 2014 GOHS reallocation funding. The impact would reduce the GOHS 2015 request to \$54,685.14.

Thank you in advance for your consideration of this request for continued funding. Please be aware that the City of Surprise recently changed its City Council schedule, which prevented the timely approval of the GOHS Resolution to submit and accept grant funding. The City of Surprise intends to complete the GOHS 2015 grant application resolution requirement by March 30, 2015, at which time the signed resolution will be sent to GOHS. If you should have any questions, concerns, or suggestions, please contact me at 623.222.4020 or via email at michael.frazier@surpriseaz.gov.

Sincerely,



Michael T. Frazier
Chief of Police

cc: Assistant Chief of Police Donald Schneidmiller
Police Commander John Poorte
Lieutenant Penny H. Riherd
Sergeant Jeremy Robertson
Grant Administrator, Janeen K. Gaskins

RESOLUTION # 2014-28

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO APPLY FOR AND, IF AWARDED, ENTER INTO A GRANT FOR HIGHWAY SAFETY THROUGH GRANT PROGRAM HS-FY2015, WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY, STATE OF ARIZONA.

WHEREAS, the Arizona Governor's Office of Highway Safety annually awards grants to Local Agencies to focus upon Highway Safety;

WHEREAS, the City of Surprise Police Department desires to seek and accept grant funding for overtime reimbursement, radar guns and training costs to enhance DUI enforcement in a total amount of \$65,000; and

WHEREAS, accepting the grant will cause DUI and traffic related enforcement to be increased and more efficient.

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

Section 1. The City is hereby authorized to apply for and, if awarded, accept a grant in the amount of \$65,000 from Governor's Office of Highway Safety for the City of Surprise Police Department to be able to conduct DUI enforcement pursuant to the Governor's Office of Highway Safety Grant Program HS-FY2015.

Section 2. That Chris Hillman, 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 application and grant award.

SIGNATURES BEGIN ON THE NEXT PAGE

PASSED 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

April 1, 2014 @ 6:00:00 PM

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

Council Meeting Date: April 1, 2014

Contact Person: Michael T. Frazier, Police Chief

Submitting Department: Police

District: Citywide

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action accepting a grant in the amount of \$1,600.00 from Wal-Mart Superstores located in Surprise, Arizona to assist with incurred costs for annual POST re-charter fees, youth training activities, literature, and equipment for members of the Police Explorer Program; Resolution 2014-32.

Motion:

I move to approve Resolution Number 2014-32.

Background:

The City of Surprise Police Department established the Police Explorer Post #2236 in 2012. The Post is a Learning for Life program supported by the Boy Scouts of America. The Post is in need of supplemental support to cover basic expenses for operation. General Funds were not available and City Staff applied for grant funding from Wal-Mart. This grant funding will provide supplemental support for training and travel costs for competitions, the purchase of equipment, and incurred costs for annual POST re-charter fees.

Financial Impact Statement:

Funding from Wal-Mart does not require a city match. There are no on-going costs associated with the grant funding.

ATTACHMENTS:

Click to download

- ☐ [Wal-Mart Grant Application](#)
- ☐ [Wal Mart grant payment \(check\)](#)
- ☐ [Resolution 2014-32](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Michael T. Frazier, Chief of Police

Penny Riherd

From: Douglas Lynch
Sent: Monday, October 21, 2013 10:06 AM
To: Mike Donovan
Cc: Penny Riherd; Chris Tovar; Grayling Jordan
Subject: Sams Club Grant Application

Sarge,

Good morning,

This is the application that was submitted this morning.

Doug

Your Submitted Application

* indicates required field

The application you previously submitted appears below. No further changes may be made to this application. Click here to [return to the Welcome page](#).

Nomination Information

*Organization Description

#1

Contact Information

*First Name	Chris
*Last Name	Tovar
Contact Title	Crime Prevention Officer
*Address	14250 W Statler Plaza
*City	Surprise
*State	Arizona
*Zip	85374
*Telephone	623-222-4287
*E-mail Address	chris.tovar@surpriseaz.gov
*Contact Type	Board Member

Organization Information

*Legal Name	City of Surprise
*Payee Name	Surprise Police Dept Crime Prevention Unit
*Address	14250 W Statler Plaza
*City	Surprise
*State	Arizona
*Zip	85374
*Telephone	623-222-4000
Fax	623-222-4001
Website Address	surpriseaz.gov
*Organization Mission	The mission of the Surprise Police Department Crime Prevention Unit is to foster collaboration between citizens and officers to reduce crime and build a safer city. We support our citizens via education, empowerment and logistical support. Studies have shown that crime rates are markedly reduced when a community has educated and empowered residents working together with each other and the Police Department as part of a team.
*Current Activity	Our crime prevention programs revolve around public education. We start with programs to create social awareness at local grade schools. We continue with teen interactive programs allowing officers and teens to meet on "common ground" as we work together to improve quality of life in the community. We also strongly support Neighborhood Watch and related programs that educate adults on keeping themselves and all others safer by their presence.
*Facebook	http://www.facebook.com/#!/pages/Surprise-Police-Department/162542153818754
*Twitter	http://twitter.com/#!/Surprise_PD

Request History

*Previous Funding Requests - All Locations	N/A
*Previous Funding - All Locations	N/A
*Previous Funding - This Location	Yes
*Previous Funding Date - This Location	10/20/2012

Area of Focus

*Primary Focus Category

Education

*Primary Subcategory

---Mentoring/Tutoring

Sam's Club Additional Category

Youth Entrepreneurship Education

Community Served

*Area Served

Maricopa

*People Served

25000

*Gender - Enter whole numbers only, total must equal people served.

10,000.00 Male
15,000.00 Female
25,000.00

Total

*Age Group - Enter whole numbers only, total must equal people served.

5,000.00 Children (0-12)
5,000.00 Youth (13-18)
5,000.00 Adults (19-24)
5,000.00 Adults (25-55)
5,000.00 Mature (56+)
25,000.00

Total

*Ethnic background - Enter whole numbers only, total must equal people served.

25,000.00 Unknown/Unreported
25,000.00

Total

Program Information

*Grant Type Local Community Contribution

*Requested Grant Amount \$2,500.00

*Project Title SAMS 4955 Application

*Fund Use These monies would be used to purchase educational supplies, promotional materials and logistical products for our youth and adult programs.

*Program Description Our programs center around training and education. We start with Neighborhood Watch/Alert Citizen training, which we offer for free to any citizen interested in keeping their community safer. We present an educational program at our grade schools that utilizes interactive participation by students to educate them on making educated decisions about safety. Surprise Police department also supports a Police Explorer program that provides peer to peer education for the youths in our community.

*Program Relevancy "Our community is built on the strength of our citizens. And our crime prevention programs are designed to support that strength. Every day, citizens encounter situations calling upon them to be the eyes and ears of public safety. But, not only do our programs allow citizens to help in the fight against crime, they are also an opportunity for citizens to bond through service and for our youth to develop a sense of civic responsibility and of belonging to a cause greater than one's self.

Douglas W Lynch
SPD Crime Prevention Unit
623-222-4140



"Danger always strikes when everything seems fine"
Takashi Shimura in Seven Samurai

IN PAYMENT
OF INVOICES TO



Walmart
702 S.W. 8th ST.
BENTONVILLE, AR 72716

*** INCLUDES**
AIDCO
SAM'S CLUB
BUD'S OUTLET STORES
CMAA USA

NORTH ARKANSAS WHOLESALE CO., INC.
BEAVER LAKE AVIATION, INC.
PHILLIPS COMPANIES, INC.
WAL-MART PHARMACY OF MICHIGAN, INC.
WAL-MART PUERTO RICO, INC.

DATE			INVOICE NUMBER	STORE NUMBER	DOCUMENT NUMBER	TYPE CODE*	DATE OF CHECK		PAGE	1	CHECK NUMBER	
MO.	DAY	YR.					10	30			2765548	
10	28	13	15957131	05-9000	19387568							
							GROSS AMOUNT		DISCOUNTS/ ALLOWANCES		NET AMOUNT	
							1,550.00		0.00		1,550.00	
							TOTAL		0.00		1,550.00	

VENDOR NO.

340356997/9999999997 Wal-Mart Giving One Time Ven

* VENDOR: Deduction codes are described on the reverse side of this statement.

Walmart
702 S.W. 8th St. BENTONVILLE, ARKANSAS 72716
SEQ. A596151



WACHOVIA BANK, N.A.
CHARLOTTE, NC 28288-0013

66-156
531

DATE OF CHECK			CHECK NUMBER
VENDOR NUMBER	MO.	DAY	
340356997	10	30	2765548

2765548

PAY
ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS

\$

DOLLARS	CENTS
*****1,550.00	
NET AMOUNT OF CHECK	

TO THE
ORDER
OF
SURPRISE POLICE DEPT CRIME PREVENTI
FACILITY# 4955
14250 W STATLER PLAZA
SURPRISE AZ 85374

WAL ★ MART STORES, INC.

Senior VP, Finance and Treasurer

"THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON FACE - AND ARTIFICIAL WATERMARK ON BACK - HOLD AT AN ANGLE TO VIEW."

2765548 05310156 2079900136854

RESOLUTION # 2014-32

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2014 BUDGET BY REALLOCATING APPROPRIATIONS OF \$1,600 FROM OTHER GRANT REVENUE TO WAL-MART GRANT SERVICES AND \$1,600 FROM CONTINGENCY TO WAL-MART GRANT TRAINING FOR THE POLICE EXPLORER PROGRAM.

WHEREAS, Wal-Mart has awarded the City of Surprise a grant in the amount of \$1,600 in funding for the Surprise Police Department to use to supplement training monies available for its Police Explorer program;

WHEREAS, the City desires to accept grant funding in the amount of \$1,600 for the Police Explorer program;

WHEREAS, the funding will increase and improve the training available for the Police Explorer program;

WHEREAS, the FY2014 budget was adopted by Council Resolution #2013-13 on June 18, 2013;

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. The City is hereby authorized to accept a grant in the amount of \$1,600 from Wal-Mart for the City of Surprise Police Explorer program to be able to expand and improve the training available for participants in that program.

Section 2. 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, 2013 through June 30, 2014.

SIGNATURES BEGIN ON THE NEXT PAGE

APPROVED AND ADOPTED this ____ day of April, 2014.

CITY OF SURPRISE,
an Arizona municipal corporation

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:
Office of the City Attorney

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2014-32
Exhibit A

The FY2014 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.

Grant and Contingency Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Wal-Mart Grant/Services	\$4,798,800	\$1,600	\$4,800,400
Other Grant Revenue	4,798,800	(1600)	4,797,200
	<u>\$9,597,600</u>	<u>\$0</u>	<u>\$9,597,600</u>
Wal-Mart Grant/Training	\$406,300	\$1,600	\$407,900
Contingency	45,071,200	(1600)	45,069,600
	<u>\$45,477,500</u>	<u>\$0</u>	<u>\$45,477,500</u>

The fund changes are as follows:

- Grants and Contingency Fund - Revenue –The amendment reallocates budget authority in the amount of \$1,600 to the Wal-Mart grant within other grant revenue for the acceptance of the grant.
- Grants and Contingency Fund – Expenditures – the amendment reallocates appropriations in the amount of \$1,600 from contingency for the Police Explorer program. Contingency is programmed for unplanned expenses without exceeding the approved total annual budget for FY2014.



CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

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

Council Meeting Date:	April 1, 2014	Contact Person:	Chris Boyd, Community & Economic Development
Submitting Department:	CD	District:	4
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action approving an Original Town Site Incentive Plan for Arizona Charter Academy located at 16011 North Dysart Road; Resolution #2014-33.

Motion:

I move to approve Resolution 2014-33.

Background:

The applicant is requesting an Original Town Site Incentive Plan for Arizona Charter Academy to construct an approximately 22,000-square feet expansion.

Financial Impact Statement:

The incentive program will equate to approximately \$43,000 in permit and plan review fees.

ATTACHMENTS:

Click to download

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

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):

Hobart Wingard, Planner



COMMUNITY AND ECONOMIC DEVELOPMENT

Date: April 1, 2014

To: Mayor and City Council

From: Chris Boyd, Acting Director
Nichole McCarty, Acting Planning Manager
Hobart Wingard, Planner

Re: FS14-025 Arizona Charter Academy Original Townsite Incentive Plan

Application Summary

The Arizona Charter Academy is proposing to construct an additional 2-story building that will be integrated with the existing structures on the campus. The project will include classrooms, offices, parking and an expanded student drop off area. The applicant is seeking incentives provided under Section 109-51 of the Surprise Municipal Code including the waiver of building permit and building plan review fees, as well as expedited plan review services. It is anticipated that the savings for the applicant from this incentive program will equate to approximately \$43,000.

Location

The project site is located at 16011 North Dysart Road. The zoning of the parcel is CC (Community Commercial).

History

- On March 2, 2004, the Planning and Zoning Commission approved a 12,000-square foot education facility.
- On December 18, 2007, the Planning and Zoning Commission approved a 12,000-square foot gym and 4,000-square feet of additional classroom space.
- On April 6, 2010, the Planning and Zoning Commission approved a 3,000-square foot expansion of the education facility.
- On April 8, 2013, city staff administratively approved a 1,800-square foot expansion of the education facility.
- On March 13, 2014, city staff administratively approved a 22,000-square foot expansion of the educational facility.

Staff Review

Staff has reviewed the subject request and has found that the project type and location is considered a qualifying commercial project eligible for the Original Town Site Incentive. The applicant is proposing to expand a charter school, which is considered a qualifying commercial use.

Economic Impact

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

Findings of Fact:

1. Staff finds that the proposed site plan complies with Section 109-51, infill incentive district, of the Surprise Municipal Code.
2. Staff finds that the proposed final plat complies with the Surprise Municipal Code.
3. Staff finds that the proposed final plat complies with the Surprise General Plan.

Recommendation:

Staff recommends approval for FS14-025, an Original Townsite Incentive Plan for the Arizona Charter Academy.

RESOLUTION #2014-33

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA, APPROVING AN ORIGINAL TOWN SITE
INCENTIVE PLAN FOR THE ARIZONA CHARTER ACADEMY,
LOCATED AT 16011 NORTH DYSART ROAD.**

WHEREAS, the applicant is seeking incentives provided under Section 109-51 of the Surprise Municipal Code including waiver of building permit and building plan review fees as well as expedited plan review services;

WHEREAS, Section 109-51 permits commercial developments within the original town site to infill district to receive no cost expedited plan review services and a 100 percent waiver of building permit and building plan review fees upon council approval;

WHEREAS, on March 13, 2014, City Staff approved the Arizona Charter Academy expansion; and

WHEREAS, the proposed Original Town Site Infill Incentive Plan is in compliance with the Surprise Municipal Code and Surprise General Plan.

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

Section 1. The application for Original Town Site Incentive Plan for Arizona Charter Academy (FS14-025), which is on file in the Community Development department, is approved.

Section 2. The incentive program for Arizona Charter Academy (FS14-025) is effective immediately.

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

April 1, 2014 @ 6:00:00 PM

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

Council Meeting Date:	April 1, 2014	Contact Person:	Michael T. Frazier, Police Chief
Submitting Department:	Police	District:	Internal
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action accepting a grant in the amount of \$2,000.00 from the Sun City Elks Club to assist with the costs of conducting a city-wide bicycle safety program; Resolution #2014-35.

Motion:

I move to approve Resolution Number 2014-35.

Background:

The City of Surprise was approached by the Sun City Elks Club and asked to conduct a bicycle education program. General budget funds are not available to cover the costs of the program. To assist with the costs of conducting the program, the Sun City Elks Club offered a grant of \$2,000. This grant will cover the costs of the equipment, supplies and printed materials that will be necessary to conduct the program.

Financial Impact Statement:

Funding from the Sun City Elks Club does not require a city match. There are no on-going costs associated with the grant funding. Grant funding was not known at the time the FY2014 budget was adopted.

ATTACHMENTS:

Click to download

- ☐ [Grant Award letter from Sun City Elks Club](#)
 - ☐ [Resolution 2014-35 Sun City ELks grant for bicycle safety program](#)
-

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):

Michael T. Frazier, Chief of Police



Sun City Lodge No. 2559

BENEVOLENT AND PROTECTIVE ORDER OF ELKS
POST OFFICE BOX 1188
SUN CITY, ARIZONA 85372-1188
(623) 972-8552

January 30, 2014

City of Surprise Police Department
Attn: Officer Chris Tovar, Crime Prevention Unit
14250 W Salter Plaza
Surprise, AZ 85374

Dear Officer Tovar,

This letter is to acknowledge the partnership between the Sun City Elks Lodge #2559 and the Surprise Police Department in producing a Community Bicycle Safety Program for the youth of your City.

The Sun City Elks Lodge #2559 has secured a financial Grant from our Grand Lodge to assist in providing this safety program for the benefit of the children in one of our local jurisdictions. As Elks, we strive to be of service to all members of the community, especially the young leaders of tomorrow.

We pledge both this financial support (\$2,000.00) as well as the physical support of several of our Members in conducting this event. As Chairperson for this particular event, I will serve as the coordinator between your Agency and our Elks Lodge. Please advise as to your projected date of execution of the Bicycle Safety Event and a list of support items that the Elks may help with. Thank you and your agency for the honor of joining with you in providing this service to our community youth.

If you have any questions you can reach me at (623) 221-3205.

Fraternaly,



Darrell L. Smith

Sun City Elks Lodge #2559

RESOLUTION # 2014-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2014 BUDGET BY REALLOCATING APPROPRIATIONS OF \$2,000 FROM OTHER GRANT REVENUE TO SUN CITY ELKS GRANT REVENUE AND \$2,000 FROM CONTINGENCY TO SUN CITY ELKS GRANT SUPPLIES AND EQUIPMENT FOR A COMMUNITY BICYCLE SAFETY PROGRAM.

WHEREAS, the Sun City Elks Club has awarded the City of Surprise a grant in the amount of \$2,000 in funding for the Surprise Police Department to use to conduct a bicycle safety program;

WHEREAS, the City desires to accept grant funding in the amount of \$2,000 for the bicycle safety program;

WHEREAS, the funding will improve bicycle safety in the City of Surprise;

WHEREAS, the FY2014 budget was adopted by Council Resolution #2013-13 on June 18, 2013;

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. The City is hereby authorized to accept a grant in the amount of \$2,000 from the Sun City Elks Club to assist the City of Surprise Police Department in conducting a bicycle safety program and thereby improve bicycle safety in the City.

Section 2. 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, 2013 through June 30, 2014.

SIGNATURES BEGIN ON THE NEXT PAGE

APPROVED AND ADOPTED this ____ day of April, 2014.

CITY OF SURPRISE,
an Arizona municipal corporation

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2014-35
Exhibit A

The FY2014 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
Sun City Elks Grant/Revenue	\$4,798,800	\$2,000	\$4,806,800
Other Grant Revenue	4,798,800	(2,000)	4,796,800
	<u>\$9,597,600</u>	<u>\$0</u>	<u>\$9,597,600</u>
Sun City Elks Grant/Supplies & Equipment	\$406,300	\$2,000	\$418,300
Contingency	45,071,200	(2,000)	45,069,200
	<u>\$45,477,500</u>	<u>\$0</u>	<u>\$45,477,500</u>

The fund changes are as follows:

- Grants and Contingency Fund - Revenue –The amendment reallocates budget authority for \$2,000 to the Sun City Elks grant within other grant revenue.
- Grants and Contingency Fund – Expenditures – the amendment reallocates appropriation of \$2,000 from contingency for the purchase of supplies and equipment. Contingency is programmed for unplanned expenses without exceeding the approved total annual budget for FY2014



CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

Back Print

Council Meeting Date:	April 1, 2014	Contact Person:	Chris Boyd, Community & Economic Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion of the village planning process and review of completed plans (Village 1 and Village 3). Obtain direction as to how to proceed and next steps.

Motion:

Discussion only

Background:

A “village” is essentially a collection of neighborhoods that draws upon the strengths of the existing characteristics of that area. An ideal village has a center, which is the heart of the community where several uses are present and integrated. Each village is unique to the community in which it is located.

Financial Impact Statement:

N/A

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
- ☐ [Village 1 Plan](#)
- ☐ [Village 3 Plan](#)
- ☐ [Village Plan Map](#)
- ☐ [General Plan Village Planning Section](#)

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):

Nichole McCarty, Planner



COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Date: April 1, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Director
Nichole McCarty, Acting Planning Manager
Katie Posler, Assistant Planner
katie.posler@surpriseaz.gov, 623-222-3183

Re: **Village Planning Update**

Introduction

A “village” is essentially a collection of neighborhoods that draws upon the strengths of the existing characteristics of that area. An ideal village has a center, which is the heart of the community where several uses are present and integrated. Each village is unique to the community in which it is located. City Council approved the village boundaries and the commencement of the village plans on January 8, 2009.

Village plans bridge the gap between the broad community goals established in the 2035 General Plan and the detailed city review of individual development projects and capital improvements. The goals found in the Village 1 Plan align with the 2035 General Plan by encouraging development and revitalization that improves the quality and character of the urban area. The goals in the Village 3 Plan work with the 2035 General Plan by strengthening development that maintains the beauty and character of the pristine desert while capitalizing on the visual, environmental and recreational assets of the area. The 2035 General Plan was unanimously approved by City Council and ratified by Surprise voters in November 2013.

Village 1 and 3 Plan Summaries

A village plan outlines the desired future development of an area, including character, scale, land uses, location of streets, paths, parking, public spaces and public facilities. It also outlines how that desired future will be achieved. Village 1 was chosen as one of the pilot villages, primarily because of its position as the civic and economic center of Surprise. Village 3 was also chosen as one of the initial villages to be planned; primarily because of the pristine land and the potential it holds for the city as a whole.

Summary of Village 1 Plan

Village 1 is located in the heart of the city and contains a diversity of uses including our City Hall. The Agua Fria River provides a warm welcome to the recognized historic core of Surprise, the Original Town Site (OTS). An estimated population of 19,380 reside in Village 1. Village 1 encompasses several different neighborhoods, each with its own sense of

community, and provides a strong base of housing, small scale retail, and landscaped open spaces. Also located in Village 1 are the Stadium, Tennis Complex and the Northwest Regional Library.

Pockets of commercial development are interspersed throughout the community and along Bell Road. A small portion of highly intense commercial development is located on the intersection of Bell Road and Grand Avenue.

The vision for Village 1 will ensure a lively, mixed-use, pedestrian-oriented place where people will live, work, shop and access regional transit. It is envisioned to be a destination for the larger city and region, with shopping areas, attractive neighborhoods, regional transit and public spaces that will benefit the entire West Valley community.

Some of the policies found in the plan to help achieve this vision include encouraging “Complete Streets”, developing transit circulator routes, and making automobile parking areas less prominent by either building parking garages or re-locating parking lots out of prime areas. Additionally, there should be more public gathering places such as plazas, parks, and active recreation areas.

The three major focus areas identified in the Village 1 Plan are:

- Entrepreneurship
- Education
- Entertainment

The plan also identifies districts within Village 1 that have unique characteristics, and lists some future ideas for development. The districts include:

Transit & Employment District at Bell & Grand

- Commuter rail station at Bell & Grand
- Transit oriented development overlay in the area
- A development that encourages entrepreneurship
- Urban live-work units
- Mixed use development

Education & Entertainment District at Surprise Center

- A 24-hour downtown atmosphere
- A full University, K-12 schools and technical schools
- High-density residential development
- Urban character

Historic District at OTS

- Historic/special overlay over OTS
- Transit connecting OTS to major destinations
- Enhance the quaint neighborhood character
- Encourage live-work units

Boardwalk District at Agua Fria

- Trail system along Agua Fria Wash
- Medium/High-density residential development
- Commercial core

Summary of Village 3 Plan

Village 3 is located in the southwestern portion of Surprise's planning area. Village 3 includes approximately 21 square miles and is largely owned by the Arizona State Lands Department. Village 3 is considered Surprise's treasure, with its scenic foothills, undeveloped desert, and wildlife habitat. Unlike the other villages, land ownership patterns are not fragmented, since a majority of the land is under the ownership of Arizona State Lands Department.

Due to the location, key natural assets, and its ability to contribute to the sustainability goals of the General Plan; the vision for Village 3 is to carefully manage the character through the thoughtful conservation of the White Tank Foothills, and center specific planning. This includes access, tourism, and connectivity.

The vision, goals, and objectives highlight areas where Village 3 can improve, to make it a sustainable and strong community in the future. As village 3 develops, priorities will need to be set to successfully adapt to the pristine desert and the needs of the population.

The three major focus areas identified in the Village 3 Plan are:

- Resort Development
- Limited Commercial development
- Cluster Development

Some of the goals and policies found in Village 3 include:

The existing desert environment in village is preserved and the health of the natural ecosystems in the area is restored

- Develop indicators to measure how the desert is being preserved
- Protect drainage corridors through new development regulations
- Protect viewsheds through new sign restrictions, and limiting development in scenic corridors
- Establish conservation districts

Village 3 has a series of vibrant centers at designated intersections

- Limit new commercial uses to designated activity nodes
- Establish design guidelines that create activity nodes in the Village 3 area
- Establish community scale retail services that supports the surrounding residential development and attracts visitors and tourists

Village 3 has a meaningful open space system which provides access to the White Tanks

- Program open space systems in Village 3 to provide a feeling of openness and to include connections through paths and trail systems
- Establish an interpretive center in Village 3 that promotes the ecology of the foothills area
- Create community cultural venues in Village 3
- Promote appropriate tourism related economic development

Next Steps in Village Planning

One of the goals for the next fiscal year in the Community and Economic Development department is to initiate another Village Planning process. This process will start with a kick-off of community outreach events to gather feedback and interest, followed by the drafting of the plan with an internal group of staff from various City departments. Planning and Zoning Commission and City Council will be routinely updated and have opportunities to provide feedback throughout the process. At the end of the plan writing process, the City Council will have the option of adopting the completed Village Plan to help the City guide development in the area.

The available Villages left to create plans in are Village 2 and Villages 4-9. Staff recommends focusing on either Village 2 or Village 5 because these areas are being impacted by development now or in the near future. Village 2 encompasses a vital thoroughfare in our community, the Loop 303 corridor, while Village 5 includes the 163rd Avenue and Grand Avenue area where we are seeing increasing interest in residential development.

Staff would like to gather direction from Council as to how to proceed with the Village Planning process.

Attachments

1. Villages Plan Map
2. Village 1 Plan
2. Village 3 Plan
3. Village Planning Section from General Plan

*Surprise
Center
Village*



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August 2010

ACKNOWLEDGEMENTS

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Introduction

This plan describes the city's vision for the future of the 5805-acre Village 1 area and will guide long-term development of the area. Village 1 is positioned as the center of regional economic, residential, and cultural activity; well poised to serve as a center of influence not only in Surprise but also in the west valley. Grand Avenue and Bell Road are both corridors of intense commercial activity connecting Surprise to Phoenix and Wickenburg. Agua Fria River provides opportunity for bicycle and pedestrian access to the south and north. The Stadium, the civic complex and the Bell-Grand Commercial areas are all easily accessible via Bell Road. Village 1 is also home to several established neighborhoods.

As the community grows and changes so will Village 1. Close coordination between public and private sectors, coupled with development flexibility, will be necessary in order to carefully manage village 1 land use considerations in the future. The involvement of private sector is pivotal to the successful implementation of the Village Plan.

Why create a Village 1 plan?

Surprise is made up of unique neighborhoods and places. While the city's general plan finds solutions to generalized issues, a small village plan is able to make recommendations for these neighborhoods and places with specific focus. Village planning provides an opportunity for the communities to evaluate and shape its expectations and goals for the area in anticipation of future change. It helps ensure that when redevelopment occurs, property owners

can design their projects to be consistent with the vision for the area. It also helps ensure that public improvements will be in place to support the new development and advance the city goals.

Village 1 will undergo tremendous change over the next 25 years largely due to the following reasons:

- Commuter Rail is a big possibility in the near future on the BNSF rail line along Grand Avenue. Bell and Grand Avenue location is favored to be a station area.
- Village 1 contains many underutilized and vacant parcels that could benefit from redevelopment as mixed use projects that capture a greater percent of the trade area's market share and contribute more to the city's economy, provide more housing options for residents (including affordable and low-income housing), activate the street environment and capitalize on the convenient access to transit.
- Village 1 is the civic, economic and cultural center of the city.

What is a Village Plan?

Village plans bridge the gap between the broad community goals established in the 2030 General Plan and the detailed city review of individual development projects and capital improvements. A village plan outlines the desired future development of an area – character, scale, land uses, location of streets, paths, parking, public spaces and public facilities. It also outlines how that desired future will be achieved.

Relationship to other Plans

Since 1986, the City has undertaken numerous plans for the general planning area and the incorporated area and these studies influence the direction of the Village 1 Area plan. The Village 1 plan is influenced by several other City approved plans that have been adopted at various times for different purposes.

2030 General Plan

The City's General Plan, its blueprint for growth and development, includes community goals that identify the importance of revitalizing the urban core. The General Plan logo is: "One City Many Choices." Village 1's goals and objectives align with Surprise General Plan 2030 by encouraging development and revitalization that improves the quality and character of this urban area.

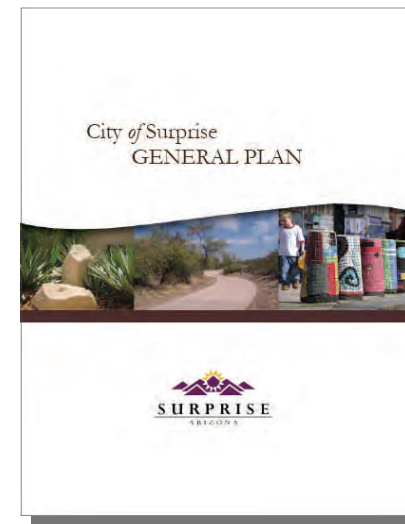
The entire Village 1 falls under SPA 1 of the General Planning area.

The Original Town Site (OTS) Revitalization Plan

The Specific Plan for the Revitalization of the Original Town Site approved in 2002. The purpose of the specific plan was to study further the directions on the Town Site's heritage assets and highlight the importance of this founding neighborhood to the city's continuing growth and development. Village 1's goals and objectives align with OTS Revitalization Plan by encouraging preservation and enhancement of the area's distinctive identity and building community spirit.

How will the plan be used?

The plan is intended to be used by the public, business and property owners, city officials and staff. The Village 1 area plan will guide decisions about private development, and public facilities and services in the area.



Planning horizon and Plan Amendment Process

The pace of area redevelopment will be determined by if and when private property owners voluntarily choose to redevelop their properties. A timeframe of about 20 years is predicted by the city staff. Village plans are monitored annually through Capital Improvements program and the 2030 General Plan and updated as needed.

Vision, Goals & Objectives

Vision

The vision for Village 1 area will ensure a lively, mixed-use, pedestrian-oriented place where people will live, work, shop and access regional transit. It is envisioned to be an attractive destination for the larger city, with shopping areas, attractive neighborhoods, regional transit and public spaces that will benefit the entire Surprise community.

A place for Entrepreneurs

¹We envision an employment hotspot with a creative mixed economy including both large and small employers, jobs that attract and satisfy our citizens, and businesses that retain and create new dollars within the community. We envision development that provides a mix of housing types and prices. We envision industries and businesses that provide remunerative and rewarding work that use our resources wisely, and respect the carrying capacity of the valley. We envision a new business destination where entrepreneurs are encouraged to locate. Village 1 is envisioned as the new business destination with regional transit and public spaces that will benefit the entire Surprise community.

What is a Village?

A “village” is essentially a collection of neighborhoods that draws upon the strengths of the existing characteristics of the area. The village strategy was conceived at the General Plan visioning sessions that were in held in 2006 and 2007.

Vision

At the outset of the Village 1 planning process, the village 1 committee and staff decided on the following three Es to provide direction for the development of the plan:

Village 1 will be a place for:

Entrepreneurship

Education

Entertainment

¹ Economists point to urban livability as the single most important factor in attracting and retaining the intellectual capital needed to sustain an information-based, creative economy.

A place for Education

We recognize that education is the key to a successful future generation and the well being of the city. We envision a place that is a prominent center for research and education, a place that offers high quality educational opportunities and a comprehensive network of health and human services available to all residents throughout their lifetime. We envision highly-regarded, well-funded schools, colleges and universities as well as an abundance of lifelong learning opportunities achieved through an innovative blend of public and private funding. We envision an area led by a regional medical center and high quality providers, comprehensive health and human services that are easily accessible and available to all residents.



A place for Entertainment

We envision a lively and engaging place that serves a diversity of ages, incomes and ethnicities. This kind of synergistic result will be achieved only when there is a distinct and unique district, resulting from a higher level of public and private sector cooperation and planning to promote and effectively manage a variety of projects. We envision developments that work with each other to create a visual experience for the user that is unique. Visual and performing arts can result in improved social conditions and increased property values. In addition to strengthening the existing functions, the entertainment component will ensure a place for arts, music and theater which has clearly been lacking in the city. Village 1 must stay on target and increase efforts to remain the heart of Surprise and destination for retail/arts/entertainment/tourism.

Goals & Objectives

Goals are concerned with the long term achievement of the plan and in this plan describes ideal situations that would result if all plan purposes were fully realized. At the outset of the Village area planning process, the following goals and objectives were drafted for the development of the vision:

1. Village 1 has a business climate favorable to the incubation and growth of small dynamic enterprises, to attract creative vocations.

- a. Evaluate development potential on vacant sites to assure that current regulations result in desired building forms and street character.
- b. Cultivate new business clusters & support start-ups
- c. Reinforce existing or develop new retail clusters at key locations.
- d. Provide building space and amenities to attract innovative businesses.

2. Village 1 has an environment that caters to changing demographics, provides a high quality lifestyle and offers a broad choice in entertainment maximizing the ability of local businesses to compete globally.

- a. Use distinctive ground floor retail, other active uses and the street environment to reinforce district identity.
- b. Encourage unique and distinctive architecture that combines retail setting with public spaces
- c. Provide incentives to encourage a diversity of integrated land uses at key locations.
- d. Encourage growth of arts-oriented retail uses.

3. Village 1 is a prominent center for research and education, a place that offers high quality educational opportunities that meets and exceeds the needs of the community.

- a) Encourage the development of basic education and employment training programs reflecting the requirements of new, existing, and expanding Surprise businesses.
- b) Encourage efforts to provide a full range of high quality educational opportunities for all residents and for life-long learning through library resources and programs.
- c) Promote coordination of the personnel needs of new and existing business with skills training programs to ensure a stable, productive labor force.
- d) Support the expansion of workforce development training funds from the state of Arizona.
- e) Actively pursue a four year University to locate in Village 1.

Land Use

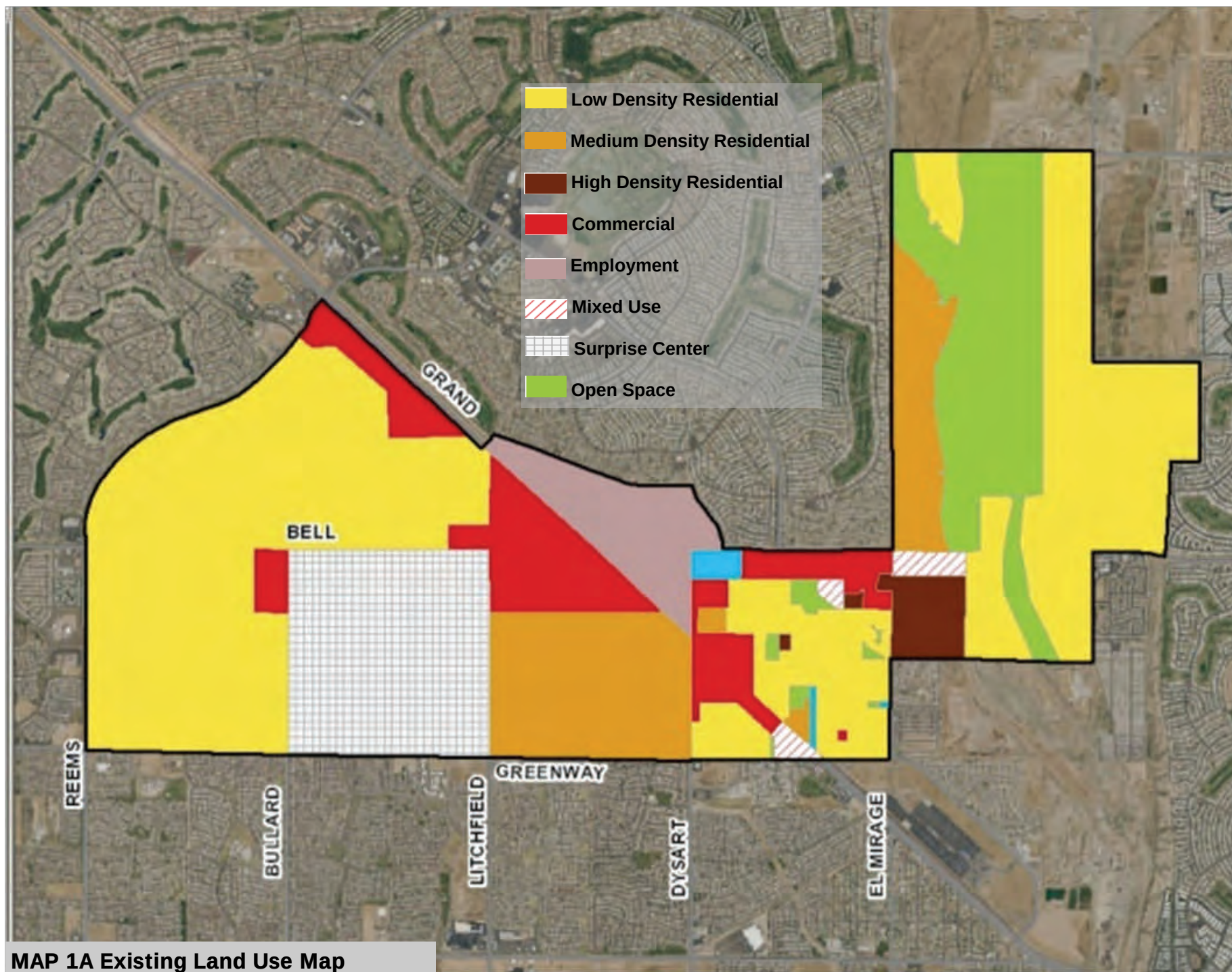
The village plan envisions Village 1 as a multi-use regional center, with strong employment and residential components. Village 1 will be structured with an intense core that is predominantly employment-oriented and supports residential uses within a tapestry of neighborhoods; each anchored with one or more mixed use centers, parks and open spaces and a variety of amenities to support urban walking lifestyle.

Land Use

Land Use

The Land Use Plan (*Map 1A*) depicts the proposed land uses for Village 1. The Plan will guide changes to the General Plan 2030 Land Use Map, the city zoning map and the character pattern map. The prototypes on the next pages show the building forms and uses typically associated with each land use category on the land use plan. They also describe who will likely live and work in each relevant land use. Achieving the vision for Village 1 requires continued redevelopment with an array of uses; ensuring balanced neighborhood development; expansion of arts and culture; improved connections; more people places; and better integration of cores with the neighborhoods. The land use classifications represent adopted policy and are meant to be broad enough to provide flexibility in implementation





MAP 1A Existing Land Use Map

a. Mixed Use

Mixed use provides a concentrated blend of residential, retail, service, office, entertainment, leisure and other related uses at increased densities to create a pedestrian-oriented environment. It is an antidote to the widely separated live and work centers that are conducive to urban sprawl. Ideally, mixed use development will incorporate high quality design, a grid street pattern, a mix of non-residential and residential uses, shared parking and other features that increase the opportunities for walking and biking, reduced vehicle use, and increase transit accessibility. Compatibility of uses is an important consideration for these areas, but traditional separation of land uses is neither appropriate nor encouraged. High density development and compact design can be fundamental elements of this category. There are limited mixed use zones in Village 1 at present. The plan intends for strategic cores to be classified as mixed use. This classification is primarily intended to encourage, support, and enhance village 1 as a high-intensity office and employment center. Areas with this designation could potentially include Surprise Center and Bell/Grand.

b. Residential

The residential land use classification will accommodate primarily residential development including rural, suburban, low-density, medium-density, medium-high density and high-density residential. The variety of housing types provided by these areas include detached single family homes and urban townhomes to stacked apartments and live/work units in order to meet the diverse needs and incomes. Small-scale businesses, offices, and services are also allowed under the residential land use classification.



Land Use

c. Commercial

Commercial provides areas for shop front retail uses and offices. The service area radius and the population that serves varies between approximately half a mile to more than six miles. Commercial areas are generally located along major thoroughfares that contain a variety of commercial uses. Retail uses include shopping centers, convenience stores, restaurants, and services catering to the traveling public. Often high density residential may be allowed conditionally to encourage mixed use development.

d. Employment

The Employment classification permits a range of commercial and industrial areas such as light manufacturing, repair, storage, as well as energy-generation facilities. The intent of the employment land use classification is to find suitable locations for necessary industrial and commercial service activities where transportation facilities and utilities exist or can be provided. Such facilities shall be installed and operated in a manner which will minimize adverse effects upon the communities in which the facilities are situated. Buffering from adjoining uses of land shall be achieved by adequate setbacks, fencing, plant screening or other appropriate mitigating devices.

Improving Jobs - Housing Balance

Surprise has historically been a bedroom community for people who work in Phoenix and Scottsdale. To reduce the negative impacts of out-commuting and provide more jobs for the Surprise workers, the city has a policy of seeking opportunities to improve the balance of jobs and housing. The proposed Land use Plan would transform the Village 1 from primarily residential to mixed use with emphasis on employment.



e. Open Space

The open space designation areas are to be precluded from development except for public or private recreational facilities or nature preserves. Open Space areas should be left in a natural state due to topographic, drainage, vegetative, and landform constraints or the need to provide buffers between potentially incompatible land uses. The plan strives to create a linked open space system through the preservation of washes, public utility easements, and major corridors that link to the regional park and trail systems. State Trust Lands or privately held lands identified as a park or open space may be developed at a maximum of one dwelling unit per acre per Growing Smarter Legislation¹.

¹The Growing Smarter Legislation was passed by the State of Arizona in 2000 to further enhance the land use planning statutes in Arizona. The purpose is to plan for growth by creating a more meaningful and predictable land planning process.

f. Land Use Goals

1. Village 1 is a premier regional and global center of commerce, residence, arts, education and recreation.

- a. Propel village 1 as the primary business center for the city by adding new jobs.
- b. Create a program to support small and medium sized businesses, bolstering Surprise as the best place for businesses to thrive.

- c. Create a brand identity that promotes Village 1 as a place of education, entertainment and employment.
- d. Provide temporary and permanent creative space to meet the broad spectrum of needs for administrative, rehearsal, performance and studio functions.

2. Village 1 contains land uses that complement major transportation corridors.

- a. Promote medium and higher density land uses near major transportation routes and transit centers.
- b. Allow mixed use and increased heights in strategic cores.
- c. Enhance the appearance of Grand Avenue and provide signage identifying it as a direct route to Surprise.
- d. Rebuild Bell Road as envisioned in the Bell Road Streetscape Project.
- e. Create distinct identities along streets through physical improvements.

3. Village 1 is a collection of mixed-use urban neighborhoods (Map 1B & 1C)

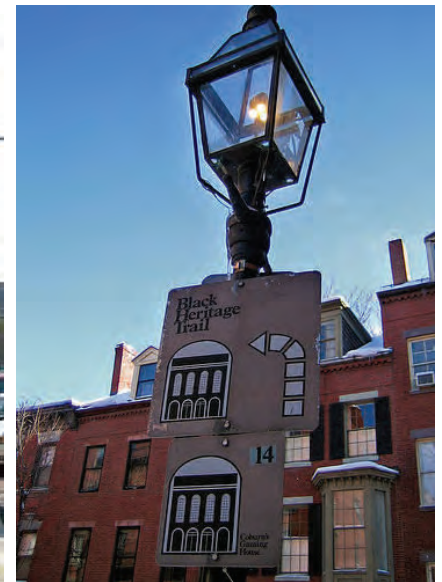
- a. Enhance and expand the development of a downtown civic center or the **Surprise Center** with land uses consisting of the City Hall, Public Safety building, along with cultural and recreational

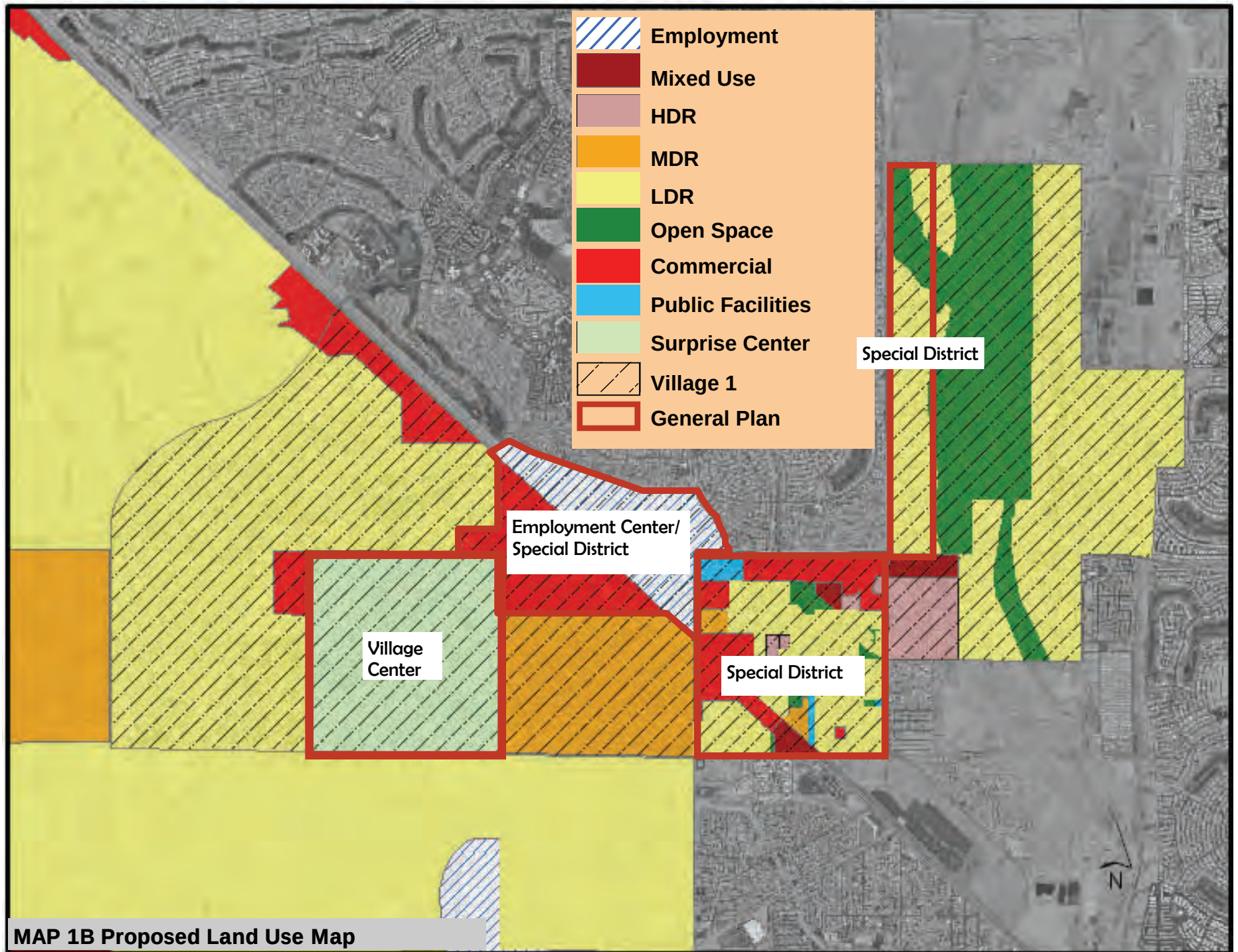
activities such as Northwest Regional Library, the Stadium and the Tennis Complex. New development of properties within this urban neighborhood should be geared towards achieving the education and entertainment aspect of the vision for Village 1. Any development should activate, support or increase the established civic, cultural and open space activities.

- b. Encourage new development, redevelopment and infill projects that enhance the **Bell & Grand Employment District** area as a transit oriented and entrepreneur friendly development. New development and redevelopment within the Bell & Grand area shall combine a variety of mixed uses, including office, residential, retail and civic uses. This area will be a regional node that contains high density, high quality development within a 10-minute walk circle surrounding train station, collector support transit systems, and designed to include the easy use of pedestrians, bikes.
- c. Maintain enhance and expand the development of the **OTS Heritage District** neighborhood that supports the heritage area with specialty retail and regional tourist attraction land uses within the core area and should transition in scale, height, and intensity form surrounding neighborhoods. Centered around heritage neighborhoods and points of interest, this quaint neighborhood will strengthen Village 1 as a re-

gional and community destination.

- d. Encourage new development that enhance the **Agua Fria Boardwalk District** area as a high end medium to high density residential district with limited commercial. New development within this area shall be built to enhance the multi-use trail that is planned along the Agua Fria wash per the Agua Fria Master Plan.

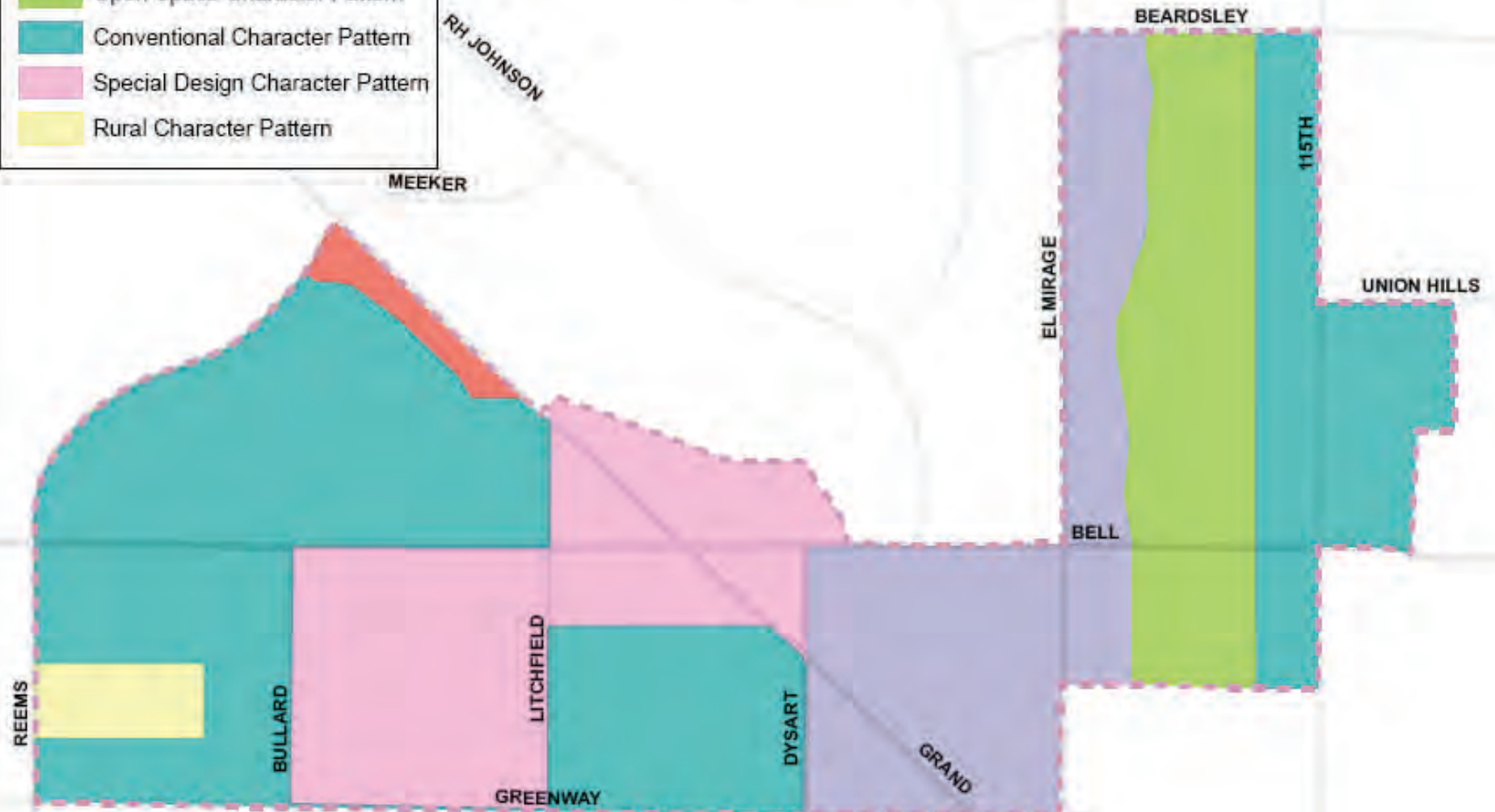




DEER VALLEY STARDUST Village 1Proposed Character Pattern Map

Legend

- Traditional Character Pattern
- Employment Character Pattern
- Marketplace Character Pattern
- Open Space Character Pattern
- Conventional Character Pattern
- Special Design Character Pattern
- Rural Character Pattern



MAP 1C

Urban Design

The urban design chapter focuses on issues of public realm, identity, character and experience – for residents, workers, and visitors. Another important thrust is fostering livability for downtown’s burgeoning population. The village plan envisions Village 1 as a quilt of distinctive walkable neighborhoods with unique identities.

Urban Design

This chapter seeks to:

- Maximize the advantage of Surprise's climate and Village 1's setting by emphasizing the public realm – streets and public spaces-more so than individual buildings.
- Ensure that development is designed with a pedestrian orientation.
- Build upon natural features and historic assets to promote richness and diversity.
- Promote fine-grained development where appropriate, while enabling desired development intensities to be achieved; and provide direction for more detailed guidelines and capital project designs.

The Urban Design Chapter consists of two parts:

- A. Design Districts
- B. Streetscapes

Village I Urban Design Goals

Village 1 features focal nodes for neighborhoods by establishing a distinct neighborhood or district identity.

Village 1 is highly accessible by providing centers for local amenities and services in close proximity to every Village 1 worker and resident.

Design Districts

Village 1 has been divided into four design districts, primarily based on existing land uses and anticipated future development. The design districts provide concentrations of activity that will offer focus, as well as retail, services and other amenities. The stadium village area and Surprise Center will continue as regional draws. Complementing these will be older areas like OTS and Bell and Grand and newer districts like Agua Fria. A major transit center is anticipated at Bell and Grand that will act as a catalyst to brand new development at that location. Contemplated high intensities will allow centers to be closely spaced to support pedestrian activity, and varied lifestyles.

The guidelines that follow for each district are intended to promote plan goals related to urban design, public spaces and livability. They will be used by the city to create new or revised standards for the area. They also will be used by the private sector to help understand how the plan vision applies to development. The guidelines will be considered in the development process to ensure that new development will be compatible with the character established by this plan. The future described for each design district will occur gradually, with the most change likely to occur at Surprise Center followed by changes at the Bell and Grand area at the time of Commuter Rail.



Design Districts Framework

The design districts have common elements that are interwoven throughout the development of these special areas:



Connectivity

Paying close attention to connectivity ensures linkages between new and existing destinations within the centers and the distinct places. To help prioritize phasing and implementation, each focus area plan also makes recommendations for infrastructure, streetscape and landscape improvements.



Distinct Places

Distinct places take advantage of Surprise’s climate and setting by emphasizing the public realm – streets and public spaces more so than individual buildings. These are vital and active places that are designed with a pedestrian orientation. Every design district will be a distinct place by their own right or will have areas designated to have characteristics of a distinct place.



Mixed Uses

The design districts intend to utilize mixed uses to ensure development of distinctive centers around plazas or “main streets” that provide a focus to the neighborhoods. Mixed-use classification is intended to accommodate a diverse array of uses including residential, retail, restaurants and cafes, residential, office, cultural, education, and indoor recreation are permitted, with active ground floor uses. Developments are expected to contain active ground-floor uses.



Transit Connections

To accommodate residential and office growth, additional transit connections are proposed by the village plan. Currently anticipated system improvements include an internal circulator and additional regional services. There is a need for local shuttle services to fill the critical need for quick convenient transport between destinations

Design Districts Framework

Elements	Planning Issues	Challenges	Goals
Connectivity	Establishing neighborhood connections Physical & Visual Connections Creating a multimodal spine Lack of pedestrian amenities Improving well traveled paths Unifying & creating a hierarchy of street elements	Ensuring pedestrian, bike and street connectivity Improving streetscape character Establishing the use of distinctive street palette of elements.	• Ensure connections are maintained • Enhance street amenities • Provide a corridor specific landscape palette • Improve pedestrian connections
Distinct Places	Creating a sense of place Providing new areas of interest Establishing distinct neighborhood character Market area features and amenities Defined activities Wayfinding and gateways Destination nodes	Establish areas of distinction that will identify with a particular character or land use.	• Promote neighborhood distinction • Create hubs of activity and destination areas • Highlight the unique character of each district • Include area residents in defining neighborhood identity
Mixed Uses	Promoting Economic Growth Revitalize key commercial corridors Improving Infill sites Façade Improvement Program	Stimulate new development that will promote economic vitality throughout Village I.	• Encourage infill development • Develop sites that promote versatility • Market Village 1 as a viable area for development • Assign mixed use activity corridors
Transit Connections	Providing Accessible Means of Transportation Coordinated Circulation Lack of complete streets Redefine prominent connections Lack of neighborhood connectivity Providing pedestrian and vehicle friendly paths Accessibility Automobile dominated	Provide easy access to multiple transit sources that encourage mobility around village I and its core areas.	• Establish logical traveling paths • Provide complete street accessibility • Promote public transportation • Create transportation nodes

Urban Design

Village I Plan • Surprise, Arizona

Design Districts

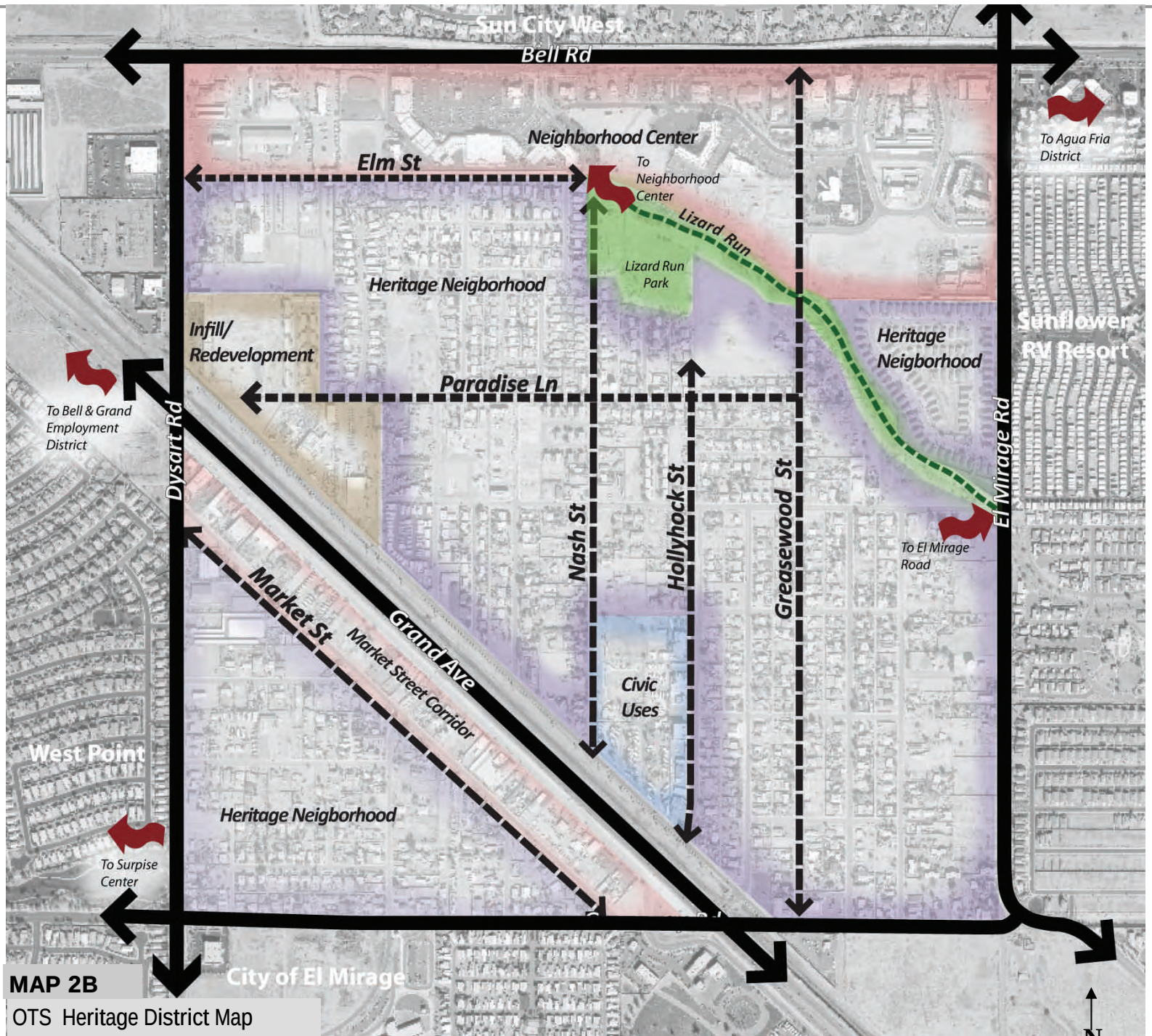
The four design districts are discussed in more detail below:

OTS Heritage District:

The OTS heritage district includes neighborhood areas and corridors, places where unique qualities of geography, history, and culture create a distinctive identity that is the focus of the four heritage goals – preservation, education, recreation and economic revitalization. The area that was the original settlement of Surprise now consists of several properties that are developed with residential and regional commercial uses. OTS sits at a remarkable confluence of the city and regional transportation. As a result of its central location, it has long been both a crossroads – a place that is passed through and as a distinctive part of the city in its own right. The OTS was developed around the rail line, resulting in the town center's focus around the railroad tracks. OTS has a unique character that can be threatened by cumulative one-off decisions by individuals and public agencies, resulting in irreversible loss of its valued character and amenity.

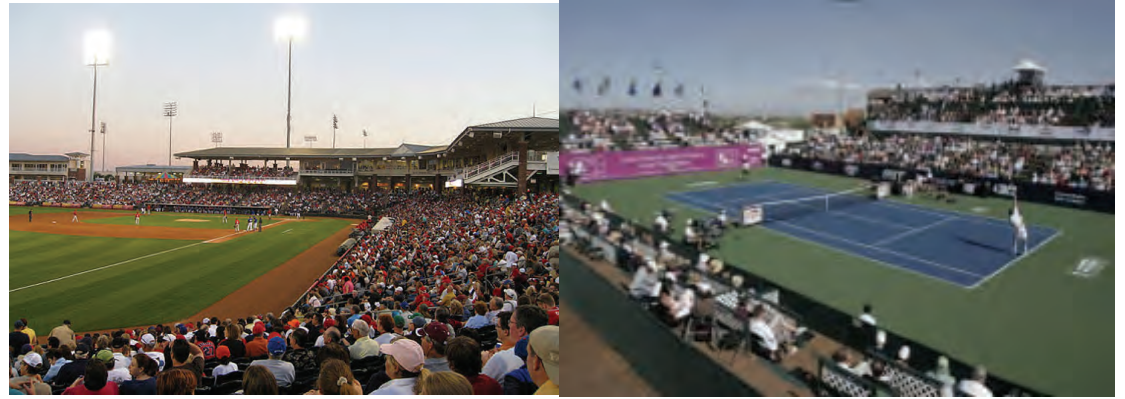
The plan is to expand and enhance existing uses through the establishment of neighborhood centers, special streets, design guidelines for the neighborhood and assigning public plazas.





Urban Design

Village I Plan • Surprise, Arizona

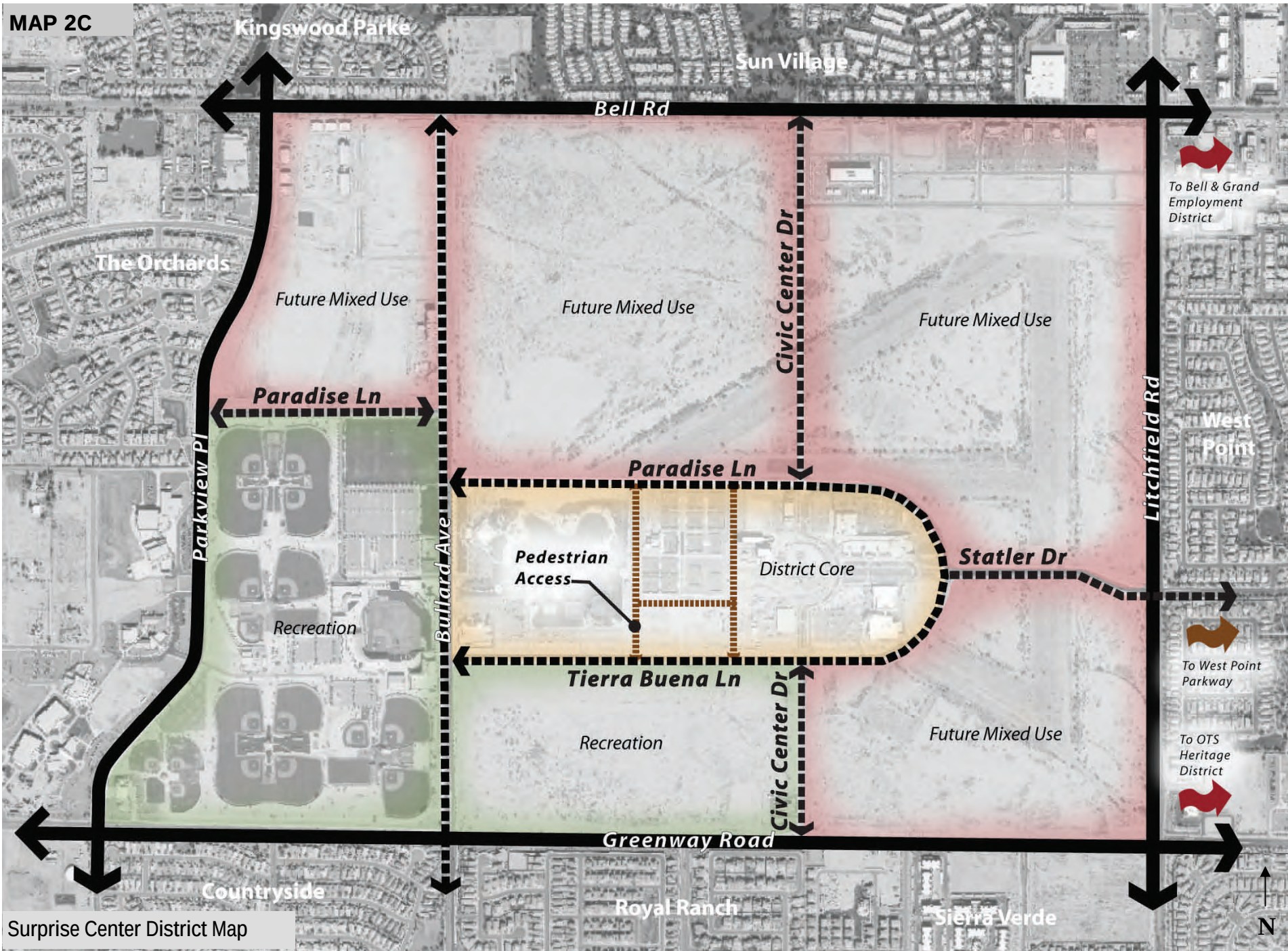


Surprise Center District:

Vibrancy and economic vitality are keystones of this district. Surprise Center's future depends on its ability to attract growth and investment, maintain an inviting and active urban environment, and responsibly managing resources and infrastructure. Authentic and appropriate urban forms, high quality design of both private buildings and the public realm, a dense mix of compatible activities and land uses are all essential elements in assuring Surprise center's continued vitality and uniqueness. Balancing and meeting these demands will position Surprise Center to fulfill the vision of the plan. Surprise Center must have a positive identity to remain successful and viable over time. Design of all urban infrastructure including streets, sidewalks, bridges, parks and all major buildings must be thoughtful, creative and world-class.

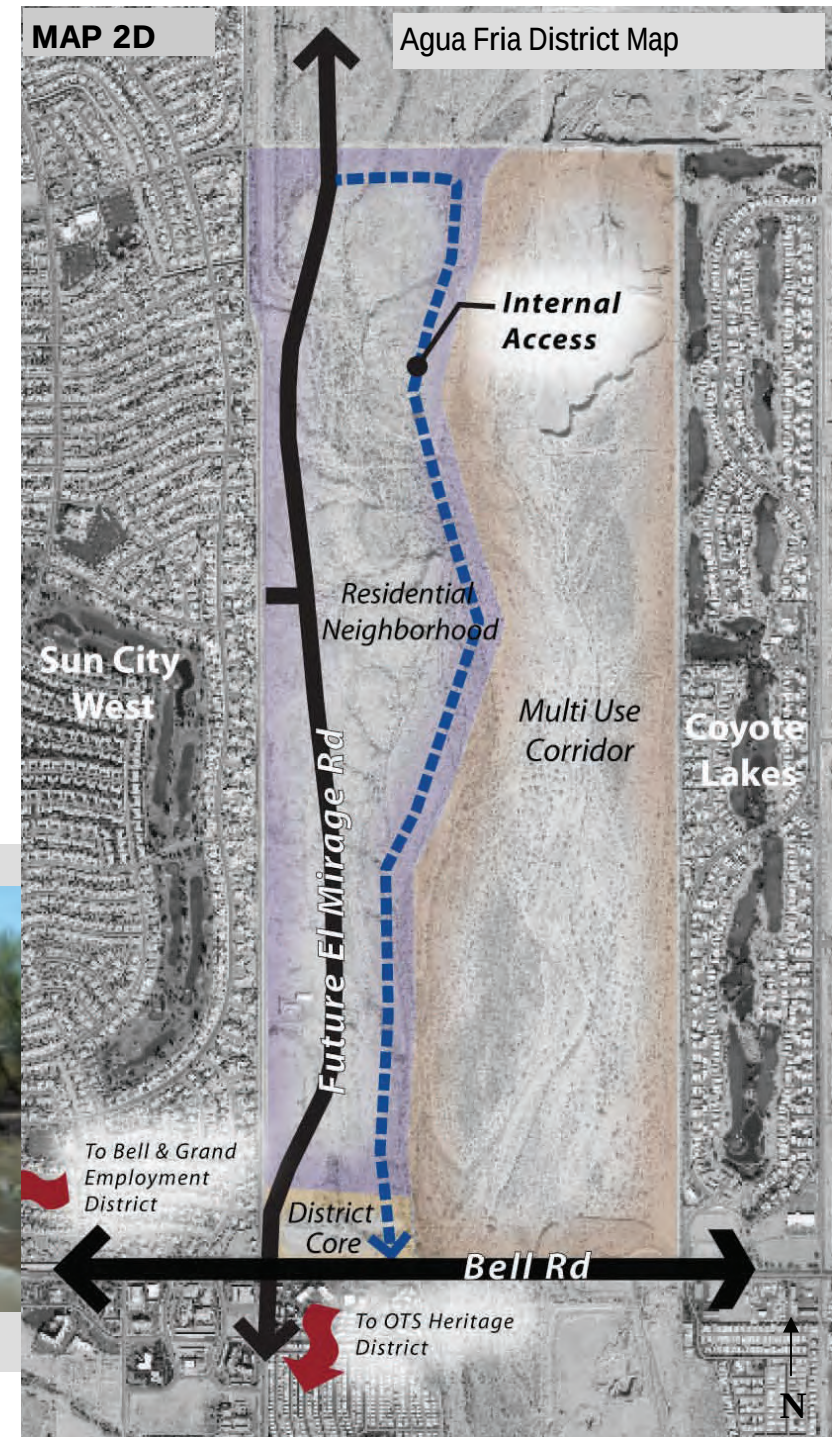


Urban Design



Agua Fria Boardwalk District

The Agua Fria is Surprise's front porch and a prime location to emphasize the area's unique setting, and enjoy its sunny climate and vistas. This site presents tremendous development opportunity especially given the large size of the site. This district will become a high-intensity mixture of housing and retail capitalizing on its proximity to Bell Road and El Mirage Road. Several public agencies including the Maricopa Flood Control District have collaborated on the Agua Fria Water Master Plan. The village plan reinforces these efforts to transform the Agua Fria waterfront into an upscale residential attraction that meshes a semi-urban environment with the open expanse of the Agua Fria River.



Urban Design

Village I Plan • Surprise, Arizona

Streetscapes

Developing a viable streetscape program is essential in establishing a sense of place. Attractive site design, architecture, streetscape, and landscaping all play a vital role in shaping the character of any city. These elements are an integral part of urban fabric of Village 1. The character of this village should reflect a renewed effort to establish and implement strong urban design values and elements that will clearly define Village 1.

Streetscape improvements will be an essential part of establishing neighborhood character, as well as encouraging pedestrian movement.. Some streetscape improvements will include developing attractive urban spaces that promote pedestrian comfort and safety, socialization, points of interest, special view corridors, attractive street fronts and a unified landscape palette. Others will focus on streetscape elements that are integral to conveying the identity of the Design Districts.



Street Elements and Amenities

Each object that occupies space in the street, defines the boundaries of zones within the street, or is made use of within the street, can be described as an element. Street design includes a variety of elements, ranging from benches to curbs/paving to tree grates. A wide variety of streetscape elements constitute and enliven the street. The elements providing the location and dimensional relationships of integral aspects of a street, such as crosswalks, furnishings of the street, including benches, waste receptacles, newspaper racks, and information kiosks can be described as the other parts of the street elements.

Streetscape Planting & Accessories

Along with the overall width of the street, street trees are a primary element in providing a sense of safe separation from traffic. Landscaping is therefore indispensable to the attractiveness, comfort and safety of

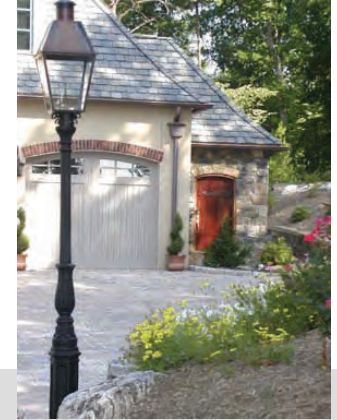
street design.

Street furniture

Streetscape furniture is an integral part of the establishing a strong neighborhood streetscape. The attention to detail can be exhibited through attractive street accessories that unify overall neighborhood themes as well as brand the design district and city as a whole.

Parking

On-street parking utilizes less land per space than off-street parking and provides easy access to businesses located on city streets. For pedestrians, on-street parking creates a buffer between moving traffic and individuals walking on the sidewalks, providing a measure of safety and reducing the level of perceived noise. It can also serve as an effective traffic calming device. However on-street parking also increases traffic, reduces visibility and



competes with other uses of roadways.

Signage

In order to maintain the strong urban character of the Design Districts, signage should attract pedestrian interest and movement. Signage should compliment and maintain a scale appropriate for the building's architectural theme.

Building Scale and materials

Height, bulk & scale: At the street level, form and arrangement of buildings must promote a human scale and maintain a strong physical relationship with the pedestrian environment.

Build to Lines : The front of a building usually forms the dominant element abutting the street. It is considered to be good practice for the front entrance of the dwelling to be prominently sited, with the building facing the street rather than away from it. It is also desirable for the building to be an integral part of the streetscape rather than concealed behind walls, garages or other such structures.





Pedestrian Walkability

The ability to move freely in and around outdoor space is essential in promoting pedestrian movement. Having adequate accessibility will improve neighborhood circulation, public health and social interaction. Pedestrian areas should provide adequate sidewalks widths that provide clear paths of visibility and include distinctive paving materials for transitional areas and path changes. Transitional areas and path changes may lead to open space, centers of activity and vehicular/pedestrian conflict areas.

Façade Design

Building facades can be used to create/reinforce the neighborhood identity and richer pedestrian environments. Building facades should be treated to appeal to pedestrians and vehicles alike. Incorporating features on the façade, creating compatibility between buildings and using building elements to enhance comfort and security of pedestrians lends themselves to good façade designs.



Gateway Treatments

Introducing special areas of interest within Village I should consist of defining major points of entry. They should be located where physical transition points or zones are most apparent. A gateway can be marked in several different ways; it can be a natural feature a piece of art, a sign, a landscape feature, or an architectural landmark.

Landscape Design

Landscaping is essential in the creation of attractive public spaces and pedestrian friendly streets. An established unified landscape for design districts and special streets composed of a desert plant material palette should be utilized to enhance neighborhood identity. Shade trees should be combined with the existing vegetation along commercial streets and within parking areas to create a sense of rhythm and continuity while providing shade for pedestrian and vehicles. Landscaping should also be used to buffer and soften the impact of adjacent land uses which may vary in scale, use and design.



Streetscape Framework:

As street character becomes more prominent, there are several challenges and opportunities for design districts and neighborhood streetscape design:

Framework Plan	Planning Issues	Challenges	Goals
Street Elements & Amenities	Developing an aesthetically pleasing environment Comfortable surroundings Material and furniture selection & placement Establishing neighborhood character	Improving streetscape character through the use of distinctive street palette of elements.	- Establish district/neighborhood identity - Provide quality materials - Employ logical street furniture & accessory placement
Pedestrian Walkability	Improving pedestrian & street spatial relationship Adequate accessibility Defined paths of travel Eliminating pedestrian/ vehicle conflict Providing spaces for social interaction	Provide physical and visual improvements to pedestrian circulation	- Maintain and reestablish pedestrian connectivity - Improve sidewalk design - Provide logical paths of travel - Improve pedestrian safety
Façade Design	Building form & Orientation Proper Building Scale/setbacks Height & massing Storefront & pedestrian visual connectivity Articulation & transparency	Creating Facades that reflect clear and distinct design intent	- Establish appropriate building scale and setback - Market Village 1 as a viable area for development - Ensure that signage is consistent with Village & District themes
Gateway Treatments	Accentuating points of interest Establishing visual place making elements Integrating view corridors Providing neighborhood & district transitions	Establishing a sense of arrival	- Utilize distinct architecture/landscape nodes - Establish view corridors - Provide transitions between districts and adjacent neighborhood
Landscape Design	Providing a design that reflects district and neighborhood identity Appropriate planting locations Selecting a plant variety that provides interest. Landscape interaction with the built environment	Develop a cohesive landscape planting palette that is consistent with district /neighborhood character.	- Provide a corridor specific landscape plan - Establish an appropriate landscape street pattern - Integrate landscape with other place making elements

In addition to the design of streets, street life and comfort are crucial to building/ street interface. Methods to foster greater street friendliness include provision of habitable space at the ground level, greater number of entrances and building transparency, and horizontal building and articulation. In general, as neighborhood streetscape improvements take place, there exist an opportunity to reinforce city and neighborhood character through strong uniform design. As village 1 becomes more intense, conscious strategies to provide living units at the ground levels will provide “eyes on street”, and visual interest for pedestrians. Ground floor residential requires careful horizontal and/ or vertical “layering” to mitigate public to private relationships.

Gateways

A special street, node, or entry feature. These areas are usually well traveled by pedestrians and vehicles alike. Gateways may include streetscape features that include but are not limited to street trees, decorative lighting and pavement, street furniture, off street parking, enhanced façade treatment and established setbacks.



The streets in Village 1 have been designated into one of the following categories:

1. Special Streets - Bell Road, Greasewood Street

Special streets are those that are well traveled by pedestrians and vehicles alike. Streetscape features should enhance the street, area and the city as a whole.

2. Complete Streets - Greenway Road, Westpoint Parkway, Parkview Place

Complete Streets are designed and operated to enable safe access for all users.

Generally ingredients found on a complete street include sidewalks, bike lanes, special bus lanes, transit stops, frequent crossing opportunities, and more. These streets are designed to balance safety and convenience for everyone using the road.

Special Streets

Bell Road

A major east west corridor, Bell Road spans across many jurisdictions and is a heavily used corridor. It is important for Surprise's identity to have this street stand out while maintaining its primary function as an access road to city services.

A design palette has been established for this corridor, that treats Bell Road as a gateway into the city. Therefore implementation of the design palette is important to promote visual distinction from neighboring cities. This may come in the form of landscape and strong streetscape elements.



Streetscape (Kit of Parts)

Landscape



Tree Species: Date Palm, Shoestring Acacia, Evergreen Elm

Tree Size: 24" Box

Shrub Species: Mexican bird of paradise, Red Eremophilla, Jojoba

Shrub Size: 5 gallon

Groundcover Species: Bush Morning Glory, Lantana, Katie Ruella

Groundcover Size: 1 gallon

Seating



Type: Bench

Location: Transit Kiosks

Color: Varies

Material: Varies

Shading Device: Yes

Signage



Type: Per City Standard

Pole Material: Steel

Pole Color: Copper

Spacing: Per City Standard

Location: Per City Standard

Sidewalks



Dimensions: 6'-0" min

Material: Concrete, Brick

Color: Varies

Curb Separated: Yes

Lighting



Type: Decorative

Height: Pedestrian - 15'-0" max

Street - 35'-0" max

Color: Copper

Pole Type: Decorative

Pole Material: Metal

Pole Color: Copper

Pole Accessories: Varies

Spacing: Per City Standard

Maintenance: APS

Street Amenities



Public Art: Yes

Directional Kiosk: No

Transit Shelter: TBD

Plaza: No

Greasewood Street

At present, a series of conditions contribute to making this street complicated and/or uncomfortable. Pedestrian access is difficult because of the lack of a planned streetscape and speeding traffic. This thoroughfare will be studied as a multifunctional corridor with consideration given to landscape and facade treatment, pedestrian movement and socialization, comfort and innovative parking configurations.



Streetscape (Kit of Parts)

Landscape



Tree Species: Live Oak, Sissoo, Thornless Mesquite
Tree Size: 24" box

Shrub Species: Texas Olive, Black Palea, Red Bird of Paradise
Shrub Size: 5 gallon

Groundcover Species: Trailing Desert Bloom, Bush Morning Glory, Myoporum
Groundcover Size: 1 gallon

Seating



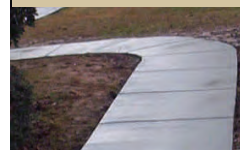
Type: Bench, Integrated
Location: Street plazas
Color: Varies
Material: Varies
Shading Device: Yes

Signage



Type: Decorative
Pole Color: Black
Locations: Per City Standards

Sidewalks



Dimensions: 5'-0" min
Material: Concrete, Brick
Color: Varies
Curb Separated: Site Specific

Street Amenities



Public Art: Yes
Directional Kiosk: No
Transit Shelter: TBD
Plaza: Yes
Accent Lighting: Yes

Lighting



Type: Decorative
Height: Pedestrian - 15'-0" max
Street - 35'-0" max
Color: Black
Pole Type: Decorative
Pole Material: Concrete
Pole Color: Copper
Pole Accessories: decorative arm
Spacing: Per City Standard
Maintenance: APS

Complete Streets

Greenway Road

Secondary to Bell Road in connectivity, Greenway can be redesigned as a multifunctional corridor with consideration given to landscape treatment and pedestrian movement and comfort. Unique to Greenway is the potential to access the White Tank Mountains foothills. Although a well traveled street, it differs from Bell Road, in that it's visual character may reflect neighborhood scale .



Streetscape (Kit of Parts)

Landscape



- Tree Species: Pistache, Fruitless Olive, Evergreen Elm
- Tree Size: 24" Box
- Shrub Species: Green Feather Senna, Texas Mountain Laurel
- Shrub Size: 5 gallon
- Groundcover Species: AZ Yellow Bells, Ice Plant, Trailing Rosemary, Blue Euphorbia
- Groundcover Size: 1 gallon

Seating



- Type: Integrated
- Location: TBD
- Color: Varies
- Material: Varies
- Shading Device: Yes

Signage



- Type: Per City Standard
- Pole Material: Steel
- Pole Color: Galvanized Steel
- Spacing: Per City Standard
- Location: Per City Standard

Sidewalks



- Dimensions: 6'-0" min
- Material: Concrete, Brick
- Color: Varies
- Curb Separated: Yes

Lighting



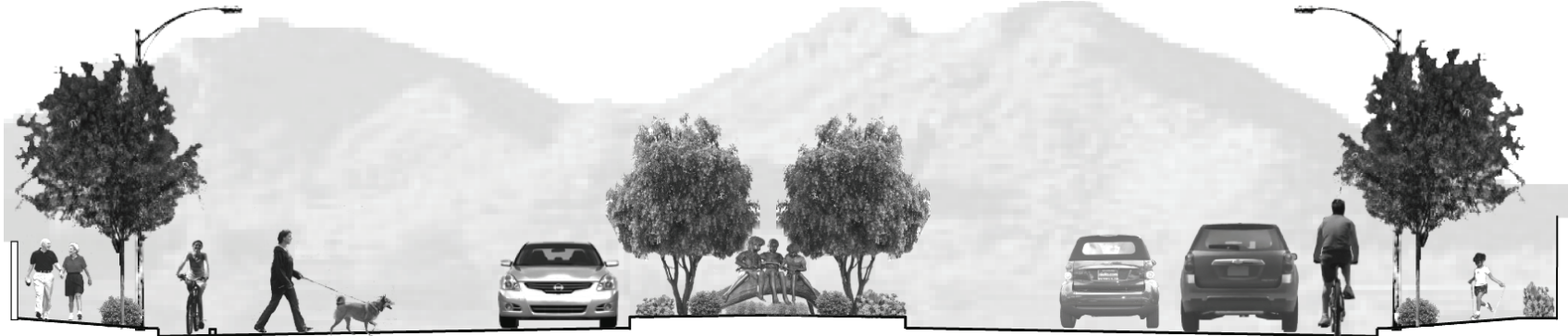
- Type: Decorative
- Height: Street - 35'-0" max
- Color: Black
- Pole Type: APS Standard
- Pole Material: Steel
- Pole Color: Black PC
- Accessories: No
- Spacing: Per City Standard
- Maintenance: APS

Street Amenities



- Public Art: Yes
- Directional Kiosk: No
- Transit Shelter: TBD
- Plaza: No
- Accent Lighting: Yes

Street Section



Parkview Place

This thoroughfare will be studied as a complete street connecting the neighborhoods to the north and south of Village 1. The objective is to create a multifunctional corridor with consideration given to landscape treatment and pedestrian movement and comfort. Parkview will be a complete street, providing a strong design statement to reinforce the identity of the village and presenting a cohesive face as a major connector across neighborhoods and amenities.



Streetscape (Kit of Parts)

Landscape



Tree Species: Evergreen Elm, Sissoo, Live Oak

Tree Size: 24" box

Shrub Species: Texas Sage Baja Ruella, Hop Bush

Shrub Size: 5 gallon

Groundcover Species: Trailing Rosemary, Katie Ruella, Satillo Primrose

Groundcover Size: 1 gallon

Seating



Type: Bench, Integrated

Location: Sidewalk

Color: Varies

Material: Varies

Shading Device: Yes

Signage



Type: Per City Standard

Pole Material: Steel

Pole Color: Galvanized Steel

Spacing: Per City Standard

Location: Per City Standard

Lighting



Type: Decorative

Height: Pedestrian - 15'-0" max

Street - 35'-0" max

Color: Black

Pole Type: Decorative

Pole Material: Metal

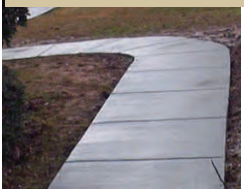
Pole Color: Black

Pole Accessories: decorative arm

Spacing: Per City Standard

Maintenance: APS

Sidewalks



Dimensions: 6'-0" min

Material: Concrete, Brick

Color: Varies

Curb Separated: Site Specific

Street Amenities



Public Art: Yes

Directional Kiosk: No

Transit Shelter: TBD

Plaza: Yes

Accent Lighting: Yes

West Point Parkway

Another complete street, West Point Parkway will incorporate the same principles used for Parkview Place. Unique to West Point Parkway are the strong pedestrian connections between the residential and regional retail developments. In addition, West Point Parkway serves as a great north-south multi-modal, inter-connector between Bell Road and Greenway.

Streetscape (Kit of Parts)

Landscape



Tree Species: Thornless Mesquite, Evergreen Elm, Willow Acacia
 Tree Size: 24" box
 Shrub Species: Desert Tea, Weeping Dulea, Red Bird of Paradise
 Shrub Size: 5 gallon
 Groundcover Species: Trailing Gizania, Bush Morning Glory, Diamianita
 Groundcover Size: 1 gallon

Seating



Type: Integrated
 Location: TBD
 Color: Varies
 Material: Varies
 Shading Device: Yes

Signage



Type: Per City Standard
 Pole Material: Steel
 Pole Color: Galvanized Steel
 Spacing: Per City Standard
 Location: Per City Standard

Sidewalks



Dimensions: 6'-0" min
 Material: Concrete, Brick
 Color: Varies
 Curb Separated: Yes

Street Amenities



Public Art: Yes
 Directional Kiosk: No
 Transit Shelter: TBD
 Plaza: Yes
 Accent Lighting: Yes

Lighting



Type: Decorative
 Height: Street - 35'-0" max
 Color: Black
 Pole Type: APS Standard
 Pole Material: Steel
 Pole Color: Black PC
 Accessories: No
 Spacing: Per City Standard
 Maintenance: APS



Urban Design Goals

1. Village 1 development enhances design districts and integrates distinctive qualities and evolving context of the area.
 - a. Ensure that site design incorporates the character prescribed to each design district.
 - b. Preserve and enhance the character of the Original Town Site.
 - c. Support designs that are visually stimulating and provide pedestrian comfort.
 - d. Enhance the employment oriented character of Bell & Grand area while creating a foundation for a transit oriented development.
2. Village 1 has strong design and pedestrian connections that link neighborhoods.
 - a. Ensure that development relates, connects, and continues design quality and site functions from site to site.
 - b. Develop a cohesive design strategy for the entire Village 1.
 - c. Encourage active ground floor uses in mixed use districts through changes to zoning and design guide lines to encourage pedestrian activity.
 - d. Develop an attractive, interconnected network of safe and walkable pedestrian linkages to, within, and between, the various neighborhoods in Village 1.
 - e. Develop a public signage and wayfinding system throughout the city that reinforces the identity of Village 1 and its distinct neighborhoods.
 - f. Provide clear and identifiable circulation systems into and through Village 1 commercial areas.
3. Village 1 is highly compact, containing high quality, walkable, mixed-use environments.
 - a. Create a pedestrian environment with a sense of activity and protection.



-
- b. Encourage urban and architectural design that addresses human scale, and provides for pedestrian comfort.
 - c. Use urban design features to soften the public rights of way and sidewalk environment as appropriate.
 - d. Link the increased intensity of development with the increased pedestrian amenities, pedestrian oriented building design, midblock connections, public spaces, activities, openness, and view preservation.
 - e. Use landscaping or green space to mitigate the potential impacts on surrounding neighborhoods.
 - f. Incorporate dramatic and imaginative landscape and art features when reconstructing streets and/or sidewalks at key gateways.

Economic Development

The economic development element for Village 1 sets out a blueprint to maximize the benefits of this growth while minimizing the negative impacts that unplanned growth can bring.

Economic Development

Planning for employment in an economy that is on its downturn is a complex task. The locational needs and expectations of the key sectors of this economy vary widely and continue to evolve. In contrast to traditional urban theory that explains centralized growth extending out from core cities with competitive advantages, emerging theories focus more on decentralized growth in multi nodal regions driven by the attraction of talent and propulsive knowledge-based sectors. From a land use perspective, it is essential that there is enough readily available, serviced land to allow for future economic activities and continued prosperity. At the same time it is critical to plan for employment in a way that revitalizes downtowns, and supports vibrant, complete and sustainable communities that are transit-supportive and pedestrian friendly.

The policies in the village plan will help to ensure attractive, modern, livable, and vibrant communities in the decades to come. Around the world economies are changing, labor markets are shifting, and large city regions are emerging as competitive forces, vying with one another for investment. Within this context, there are a

number of key factors that give specific regions a competitive advantage over others. Village 1 has a number of characteristics and strengths that place the region in an excellent position on the regional scale.

These include:

- A growing economy that is being supported by service and knowledge industries;
- A strategic location that is in close proximity to major modes of transportation.
- An expanding and well educated workforce, whose social and economic diversity are critical factors for success in a knowledge economy;
- Availability of sites for job-oriented uses.
- Existing and planned infrastructure that helps to move people and goods, and provides important education, health, and other community services; and
- Vibrant, livable communities, cultural amenities, and natural features that offer the kinds of creative and recreational activities that attract knowledge workers;



Regional Economic Foundations

Surprise is located in the Phoenix Metropolitan area and is highly influenced by the regional economy. The Phoenix valley's economy is built on the foundation of quality of life and economic assets coupled with strong economic relationships throughout the southwest. The valley enjoys close proximity and transportation connections to the major southern California seaports, Mexican/South American ports of entry, and centers of economic activity in New Mexico, Texas, Nevada, Utah and Colorado. The valley's strategic location has contributed to its emergence as the 13th largest metropolitan areas in the country in terms of population and 13th largest in terms of economic activity and will continue to be a key factor in the region's and Surprise's economic future.



Assets key to Surprise

- *Available/affordable land within the valley*
- *Availability of skilled labor*
- *Proximity to major markets*
- *Extensive State Trust Lands*
- *Low crime rate*
- *Cultural & Recreational Opportunities*
- *Housing cost and availability*

Place based economic opportunities

Place based assets are the significant, mostly man-made resources that are essential to supporting both the existing and future economic activities of the region. The Phoenix-Metro area assets are regional in nature in that their economic impact extends throughout the Phoenix-Metro area—well beyond their specific location. The Surprise area assets on the other hand, are the fixtures unique to the community that have and will continue to catalyze additional development and economic activity.

An expanding and well-educated population, a positive business environment, and availability of sites for job-oriented land uses position village 1 to capture significant new development with resultant economic benefits for the City and the re-

gion. A coordinated economic development strategy is also essential to further regional smart growth goals which call for Village 1 to be an intense center of economic activity. A managed program of economic development, strategic public improvements, and balanced land use will help maximize resultant community benefits.

Economic Development Strategy:

The economic development strategy outlined here is a framework for ensuring Village 1's long term regional competitiveness:

Build Innovation Capacity

Long-term diversification must be based on the dominant sectors that continue to evolve and grow. In Arizona there has been significant new business growth related to health care industries, solar power manufacturing, green development design and engineering services. Accumulating expertise in green building development, solar energy and related fields offer catalytic potential for innovation and expanding local economies of scale in the growing energy sector. This competitive position will not last, however without aggressive efforts to remain on the leading edge of urban sustainability.

Build Innovation Capacity

- *Become a centerpoint of "Open Innovation" and technology transfer*
- *Boost Academic and Corporate Research*
- *Capitalize on knowledge and resources of the "boomers."*
- *Facilitate new business development*
- *Secure capital and finance*
- *Develop "smart city" infrastructure*



Higher Education Catalyst Opportunities

Creation of higher education institutions and commercial research and development in Village 1 offer catalytic economic opportunities. Surprise has several assets that work together to build a foundation for educational opportunities in the medical/bio-medical field, including two existing Sun Health Hospitals serving area around Surprise, a concentrated population in and near Surprise of aging adults.

Balanced Retail Strategy

The root of Village 1's challenges in becoming a successful retail district is manifested through the less than ideal mix of tenants, as well as the lack of reinvestment in storefront conditions and design. A balanced retail strategy will strengthen retail corridors and foster a balanced retail environment in Village 1. Demand in Village 1 is high for restaurants, grocery stores, name brand apparel, dry cleaning services, bookstores, health and medical services, and professional services among others. Likewise lifestyle patterns indicate that the market areas residents do spend disposable income on themselves and their families.

Neighborhood Design

People value quality neighborhood business districts. Surprise is home to several commercial areas all located in different neighborhoods. Market performances of these different commercial areas vary widely – a combination of soft (underperforming markets) to transitional (emerging corridors) to healthy (revitalized) corridors. These levels of performance may be attributed to the design of the neighborhood which governs accessibility and comfort level. The amount of influence that design has on the performance of commercial areas will need to be understood better.

Job Ready Sites

In the quick changing economy it is important to have an edge over the other



cities. Job ready sites are planned so as to reduce construction costs and development delay saving businesses time and money. Village 1 has room to grow, particularly Surprise Center, Bell/Grand and Agua Fria. Reinvigorating these lands by zoning them appropriately, adding improvements or providing a competitive tax environment will provide Village 1 with the required edge that businesses are looking for. In addition there are several vacant shell buildings in Village 1. Marketing these buildings under the job ready sites will give the city an edge in this economy.

Challenges

Site readiness Challenges – Traded sector businesses attracted to Arizona, often list Surprise as their site preference and then settle for another metropolitan area due to the lack of infrastructure ready sites in Surprise.

Small Business Development Toolbox

Business Courses to teach skills to reach business goals

Legal Review of Contracts and Leases with a network of lawyers offering pro-bono services

Financing Assistance to help identify lenders, packaging the loan application to increase the chances of receiving a loan

Incentives to save money as business relocates to the city, expands or makes capital improvements

Navigating Government to help you understand regulations and meet requirements for your business

Training Assistance to improve the skills of employees and increase the quality of business operations.



Infrastructure needs - Village 1 has a growing maintenance backlog of aging infrastructure and growth will bring capacity needs. There is a wide gap between planned transportation projects and budgets.

Workforce Development- Access to higher education in Surprise has not kept pace with global trends or competitive opportunities. Additionally vocational training will be challenged to keep pace with retiring boomers and industrial growth. Training programs have a key role in aligning workforce supply and demand.



Traded & Non-Traded Sectors

A traded goods-sector contains all the production activities in which industries are exposed to national and international competition (shoes, cars, mining, for example) and the non-traded sector comprises of all other goods (construction, public administration, health services).



Village I Plan • Surprise, Arizona

Economic Development Goals

1. Village 1 enjoys a strong, sustainable, and diverse economy that will remain the engine of Surprise’s growth.

- a. Foster a supportive climate for small and micro business development and create a small business development toolbox.
- b. Actively pursue a four year University to locate in Village 1.
- c. Create an “Employment Value Proposition.”
- d. Conduct an office and industrial market analysis in an effort to identify and support niche industries for Surprise.
- e. Cluster various employment uses to support creative synergies, knowledge sharing.
- f. Strategize business development initiatives to support the growth of the city’s traded sector clusters.
- g. Create an inventory of job ready sites.
- h. Explore opportunities to expand the city’s higher education and R&D facilities.
- i. Establish economic development priorities and undertake targeted investments to facilitate expansion, retention and attraction of businesses.

2. Village 1 is a unique and attractive location for conducting business with mixed use amenities, vibrant outdoor spaces, housing choices, and cultural amenities.

- a. Conduct an “image building” exercise for Village 1.

- b. Encourage site and building designs that support and connect with existing or planned transit facilities in the vicinity.
- c. Establish public/private self sustaining partnerships to enhance the economic development on the area.

3. Village 1 has strong commercial corridors that meet the demand for neighborhood retail and service establishments.

- a. Establish a “balanced retail strategy.”
- b. Develop an up to date Village 1 retail and community space inventory for distribution
- c. Conduct an assessment of all the retail uses in the project area.
- d. Evaluate storefronts on four categories including displays, signage, maintenance, and facades.
- e. Identify transit center catalyst investments to support Surprise’s role as a regional trade gateway.

<i>Employment Value Proposition</i>	
<i>Relocation Services</i>	<i>Growth Opportunities</i>
<i>Job Training</i>	<i>Network of Service providers</i>
<i>Small Business Development Toolbox</i>	<i>Exporting Assistance</i>
<i>Labor availability</i>	<i>MICRO business Assistance</i>
	<i>Financial Incentives</i>

Transportation

Village 1 has good access to major transportation systems including well developed street networks and rail. These connect the area locally, regionally and even nationally, while the street grid system with small blocks facilitates pedestrian and vehicle movement.

Transportation

The village-wide circulation concept is structured to maintain conformity with the city-wide transportation element. It is based on the idea that Village 1 will provide for convenient multi-modal movement by foot, bicycle, transit, and car, a necessary step to achieve efficient circulation in the urban core. The goals and policies are structured so as to manage a mixture of pedestrians, cars, and transit.. Consequently, the mobility concept is comprised of the following components:

Transit: Currently, Village 1's transit system includes regional bus service to Wickenburg, Phoenix and Scottsdale. Expanding the transit system to include an internal circulator route for Village 1 has been a topic of the city's public outreach discussions (*Map 4A&B show the results of an exercise that was conducted by staff to understand the need for transit*). Maricopa Association of Governments (MAG) and Arizona Department of Transportation (ADOT) are also studying suburban commuter rail using existing freight rail line along Grand Avenue. The Bell

and Grand location is considered an excellent location for a commuter rail stop, according to MAG's "Commuter Rail Corridor Development Plan." The transit component supports the following objectives:

- Provide a much needed internal circulator connection between multiple village 1 activity centers.
- Support the regional initiatives for commuter rail.
- Provide safe, convenient and comfortable transit stops. Enhanced design treatment is recommended at key destinations and along multimodal corridors, for instance attractively designed benches and shelters.
- Key transit stops should also be coordinated with bicycle facilities and pedestrian amenities, and all stops should have easy to use transit information featuring outstanding graphics and eye-catching design, including maps of routes and posted schedules.

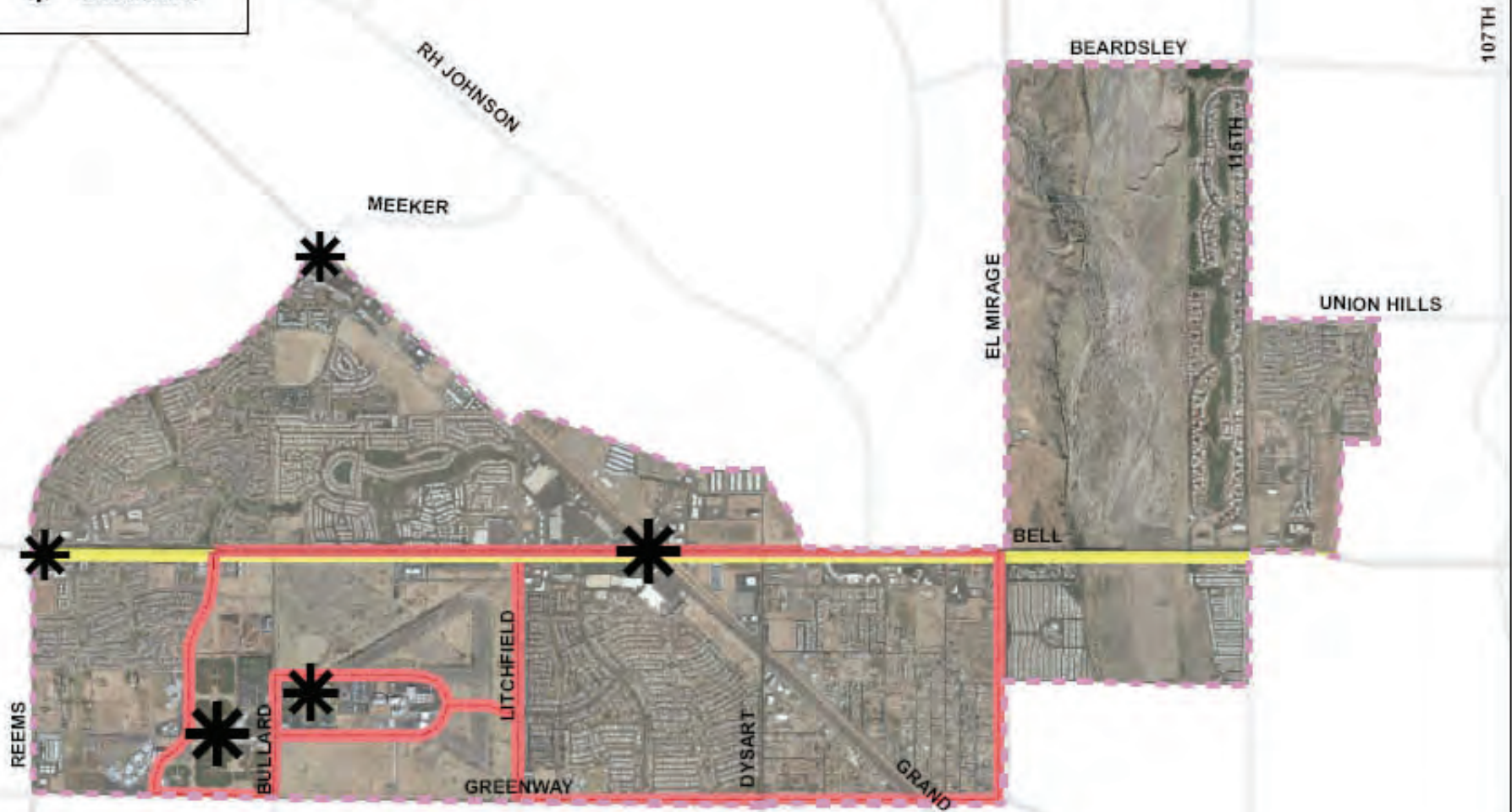
Pedestrian & Bike: One of the key objectives of the village 1 plan is to improve the walkability of the area. Pedestrian activity is crucial to a healthy



Village 1 Transit Guideline 1

Legend

- Option 1
- Option 2
- * Destination

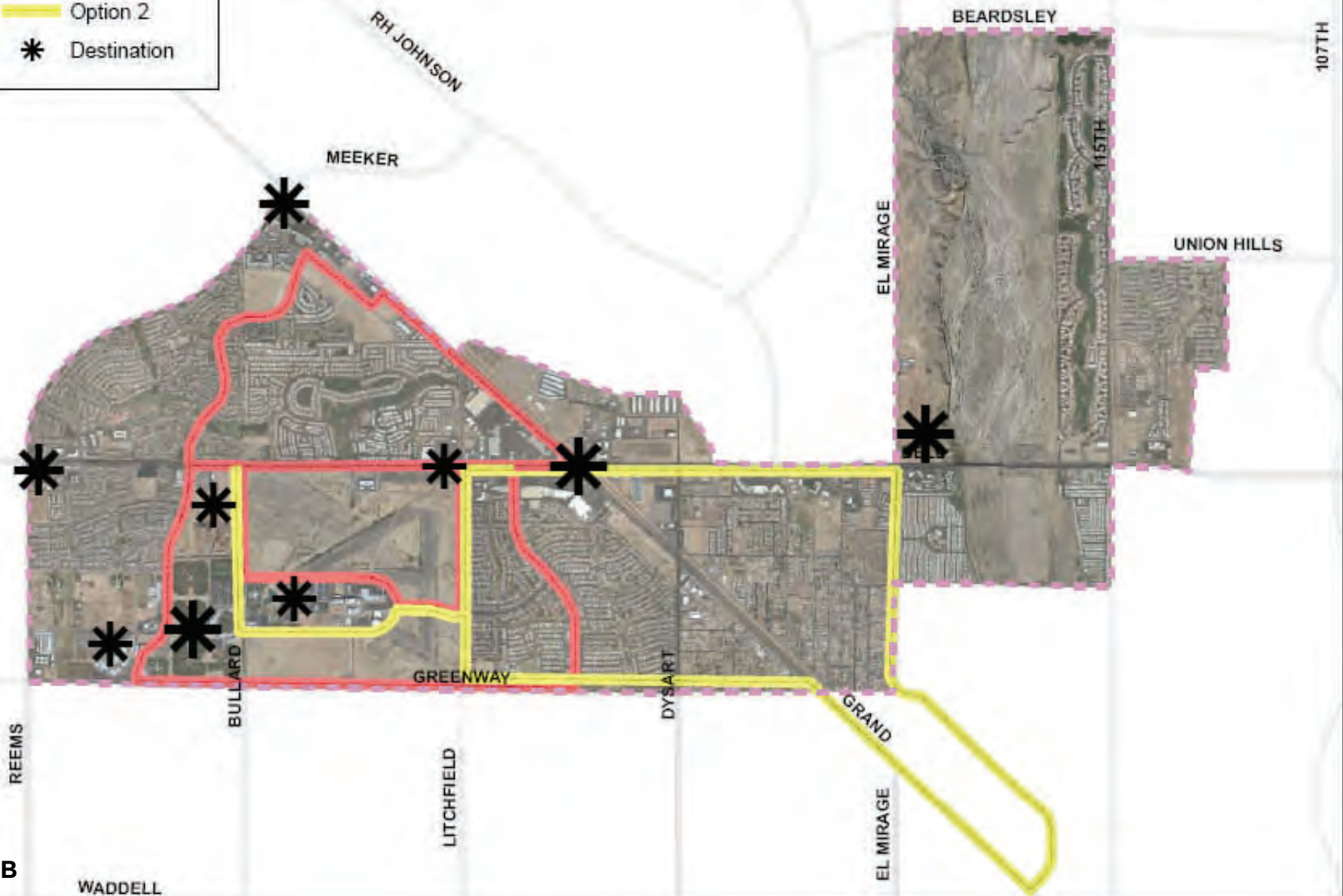


Map 4 A

Village 1 Transit Guideline 2

Legend

- Option 1
- Option 2
- * Destination



Map 4 B

and vital central district. Village 1 should build its status as a safe, convenient and comfortable place to walk. The primary intent is to make walking the mode of choice for short trips, and this implies the presence of an extensive open space network that includes Village 1 's sidewalks. Creating a sense of human scale, activity, and interest at the street level to enhance its pedestrian appeal will also emphasize the pedestrian ambience. The pedestrian mobility concept must address the following objectives:

- Sidewalks along main commercial corridors must promote desired activities such as strolling, window shopping and sidewalk dining.
- The sidewalk must also provide for a clear pedestrian passage, a zone for street trees, street furniture and other streetscape amenities.
- Enhanced crosswalk treatment should be incorporated, especially within important shopping areas, near transit stations and at key signalized intersections.
- Pedestrian-scaled street lamps supplement levels of sidewalk illumination and humanize the street. Encourage their presence along multimodal and key pedestrian routes.
- Using public signage such as street signs, directional signs, gateway markers, street banners, and pedestrian-oriented directories to assist visitor orientation and wayfinding.

Bicycles are a popular mode of transportation and a clean and healthy alternative to motor vehicles. Their accommodation needs to be considered and all of Village 1's



streets should be available for safe bike use. Dedicated bikeways and convenient bicycle parking facilities are two means of further supporting bicycle mobility. Studies dedicated or specialized bikeways should give priority to the following:

- Routes that will connect village 1 with citywide and regional bikeway systems.
- Visible and well-designed short-term parking facilities should be located at or near transit stops, public parks, and civic buildings, and within popular activity centers.
- Long-term bicycle parking and storage facilities should also be provided at the future commuter rail stations.

Auto: The community demands efficient travel by automobile, but also understands the importance of a coordinated system that accommodates other modes. An effective multimodal system coupled with sound land use planning will permit economic growth in Village 1 without undue impacts on local streets and arterial traffic flow. A balanced approach to auto mobility must address the following objectives:

1. Identify growth areas
2. Reduce auto dependency
3. Minimize traffic impacts, and
4. Manage parking facilities



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Other key elements to improving circulation in Village 1 include:

Transit Oriented Development (TOD)

Transit oriented development usually refers to a compact, mixed-use neighborhood located around a transit station that is designed to invite people to drive less in favor of walking, cycling and using transit. The development of both the commuter rail and a complementary local transit system will make transit-oriented living possible in Village 1. Furthermore, transit stations are appropriate locations for nodes of higher intensity uses. As the plans envisioned for the Bell and Grand station become reality, integration of the commuter rail and the city's street system will become critical. Currently anticipated system improvements include an internal circulator and regional bus services both with regional connectivity. There is a need for local shuttle services to fill the critical need for quick, convenient transport between various locations.

Complete Streets

Complete streets support a fundamental part of Village 1's mission by ensuring thorough access for pe-

Keys to Success for TODs

While successful TOD's come in a variety of shapes and sizes, and attention to local conditions and communities is vital, certain factors are generally recognized as important for success. Based on studies to date, the benefits of TOD arise from what are sometimes called the "4 Ds."

Distance - *proximity to transit is crucial; the closer housing and jobs are to transit, the more often transit is used.*

Density - *More residents per acre in living areas and greater concentration of jobs in urban centers lead to more walking and transit use.*

Diversity - *A mix of land uses provides more walkable destinations*

Design - *Ideally, TOD connects transit, housing and retail centers with good walking and biking routes in a safe and pleasing environment.*

destrians, bicyclists, and bus riders of all ages and abilities in Village 1. If sidewalk space and bicycle lanes are missing or inadequate, they should be added or enlarged. The long term urban framework vision for complete streets is to create well landscaped streets with generous sidewalks. These streets must be physically comfortable and safe for pedestrians; and are places that are interesting and memorable. The world famous Champs-Elysees in Paris, has multiple lanes for auto-traffic but maintains a pedestrian friendly atmosphere through elegant landscaping, wide sidewalks, cafes and retail shops, and mid-rise buildings that are in scale with the street. Complete Streets provide an opportunity to begin a tradition to form features that will define the City and be cherished by the residents.



Transportation Goals

1. Village 1 has a fine-grained, multi-modal network of transportation connections.

- a. Create a conceptual connections plan that provides a comprehensive network of connections for all modes.
- b. Identify potential funding sources & partnerships for all modes of transportation.
- c. Study the prospect of multimodal connections from Village 1 to adjacent neighborhoods and to key destinations and activity areas.
- d. Develop a comprehensive streetscape plan and funding strategy.
- e. Provide clear pedestrian and bicycle connections into and through Village 1 and incorporate services and facilities that address the whole trip.
- f. Support the designation of neighborhood electric vehicle (NEV) routes.

2. Village 1 has complete, comfortable, and attractive pedestrian circulation systems

- a. Design the public realm to include enhanced requirements for sidewalk space
- b. Design certain areas of Village 1 to be developed as pedestrian places.
- c. Eliminate existing pedestrian challenging environments within Village 1.
- d. Streets with higher traffic volumes and faster speeds shall remain pedestrian compatible and should include pedestrian supportive crossing treatments.

3. Village 1 has an integrated network of complementary transit services.

- a. Develop conceptual transit plans that expand and supplement existing transit and fill unmet transit needs (eg. internal circulator, commuter rail, additional regional bus services).
- b. Support regional efforts to plan, design, and construct commuter rail system.
- c. Develop intermodal transit centers that provide greater transit access and improved interconnectivity.
- d. Support pedestrian and transit commuting through live-near-work programs.

-
- e. Support transit-oriented development at commuter rail stations.
 - f. Study the prospect of regional transit connections
4. Transit movement is maximized in Village 1 through attractive transit services and facilities.
- a. Ensure that the design of the facilities reflect the general character of Village 1 and the surrounding neighborhoods.
 - b. Encourage site and building designs that support and connect with existing or planned transit facilities in the vicinity.
 - c. Design and coordinate the proximity of bike racks, wheelchair access, pedestrian amenities, and other modes of transportation with transit facilities.

Infrastructure, Public Facilities & Services

The infrastructure, public facilities and services element of the village plan is an instrumental planning tool to identify, and plan for properly sized and located services throughout the village.

Infrastructure, Public Facilities & Services

With properly sized and in-place infrastructure, vacant land in the city and future redevelopment will be encouraged to locate in the core of Surprise, and not on outlying areas, creating sprawl, or in other cities, losing service to Surprise residents.

Village 1 contains the first development for Surprise and as such has advantages and disadvantages in its infrastructure. Village 1, unlike many other parts of Surprise has existing water and sewer systems to accommodate development on vacant lots. In some cases, the infrastructure provided needs to be examined for maintenance issues, and capacity for handling higher density in key locations that was not planned for originally.

As Surprise and Village 1 strive for the best possible services for residents, infrastructure is a key part to making that possible. Proper maintenance of our infrastructure will ensure continued service with no delays and minimal costs for repairs. By predicting development patterns and sizing infrastructure to handle the increased development Surprise can gain advantages in:

- Reduced cost of infrastructure
- Economic incentives for future retail and employment

For Village 1 to improve the quality of infrastructure service provided; water, sewer, storm water, and power systems must all be reviewed. Gaps in service and inadequate service for future expansion must be identified and budgeted for improvement. With any infrastructure improvements there are a few challenges. The largest issue is cost. The city can look to improve infrastructure through the Capital Improvement Program (CIP), which can find funding through general funds, impact fees, construction taxes, and other budgetary streams. To add to normal



revenue streams, the city can consider bonds or special facilities districts that would provide funding specifically for infrastructure projects.

Water Supply and transmission

Water transmission for the area is fairly well-developed. Water service for Village 1 is provided by three different companies. They include Arizona American Water Company, City of El Mirage, and City of Surprise – Desert Oasis Water System. Capital or operating expenditures for incremental increase above the current water use levels will occur in the Surprise Center area due anticipated growth. These improvements can be timed with development.



Special Facilities District

Special Facilities Districts or SFD's are locations that pay additional taxes to fund a specific project. The tax is then removed once the project is paid for.

Wastewater/ Sanitary Sewer Collection and Treatment

Arizona American and City of Surprise provide wastewater/sewer service. In Village 1 major sewer lines run below Bell Road west of Grand Avenue, Dysart Road, El Mirage Road, Greenway Road, Litchfield Road, and Reems Road. Build-out of the area will exceed the planned capacity for wastewater collection. Sanitary sewer pipes will need to be enlarged to meet the anticipated demand.

Stormwater Drainage

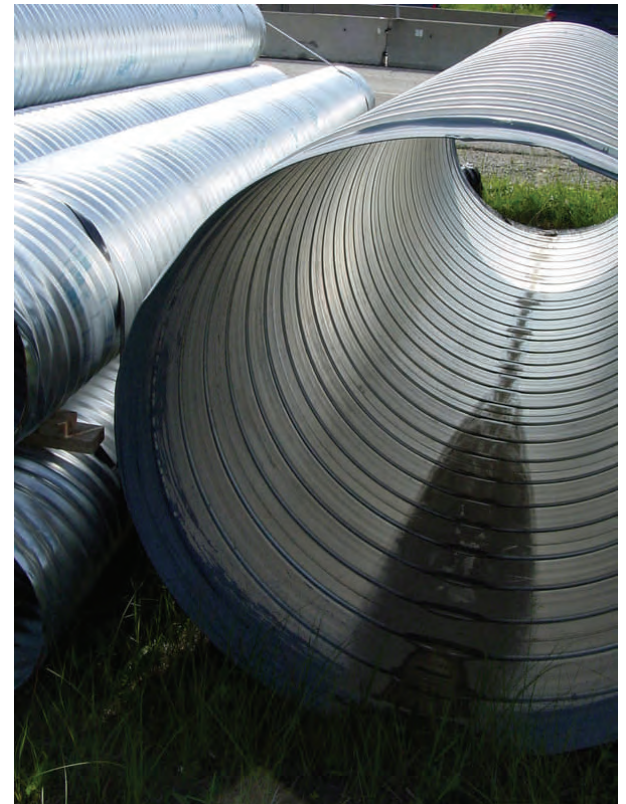
Increased stormwater capacity will be needed in the Village 1 area as redevelopment will increase the impervious area by several acres. Redevelopment will also present an opportunity to take a more environmentally sustainable approach to handling stormwater runoff. Historically a system of retention basins and infiltration drywells has been used to capture stormwater in order for saturation to occur over an extended amount of time.

Electrical Utilities

All electrical lines and electricity service within Village 1 is owned and operated by Arizona Public Service (APS). For telecommunications, several cable providers exist. The main providers include Cox Cable and Qwest Communications. Both Cox and Qwest own the telecommunication lines within Village 1 as well.

Public Facilities & Services

In addition to infrastructure systems for water and sewer, the impact of projected growth in the Village 1 Plan on city facilities will trigger the need for new and expanded or improved educational facilities, recreational and cultural facilities, and emergency (Police & Fire) services. The Surprise General Plan 2030 establishes policies that link growth to the provision of adequate public facilities and services.



Parks

The Surprise Recreation Campus includes numerous recreational facilities, including baseball fields, an artificial lake, tennis courts, a swimming complex, and Surprise Stadium; home to the Kansas City Royals and Texas Rangers for Spring training. Gaines Park is located near the original town site of Surprise. Several HOA maintained pocket parks exist in Village 1. Aside from municipal parks, Village 1 contains a significant amount of open space. The Agua Fria wash runs through the eastern side of Village 1.

Police & Fire

Village 1 contains Surprise's only police station, which along with the Fire administration building is located within Surprise Center. Of the eight fire stations located throughout the City of Surprise, two are located within Village 1. Station 301 is at the intersection of Bell Road and El Mirage Road, while station 305 is at the corner of Greenway Road and Park Place.



Library

Village 1 contains two libraries; Northwest Regional Branch and Hollyhock Branch. Both branches are part of the Maricopa County Library System. Future increases in the job and population levels in Village 1 can be accommodated without significantly diminishing the city's current library service standards.

Schools

Dysart Unified School District is the public school district for Surprise, AZ. Dysart has three elementary schools and one high school located within Village 1. The three elementary schools include West Point Elementary, Parkview Elementary, and Kingswood Park Elementary. The only high school in Village 1, Valley Vista High School, is one of three Dysart high schools.

Infrastructure, Public Facilities & Services

Village I Plan • Surprise, Arizona

Public Art

General Plan policies call for artistic elements to be incorporated into public projects and public spaces whenever possible. This may be functional art, which is artist designed elements of the built environment, such as light fixtures, seating, way-finding signage, railings, retaining walls, fencing, special paving, bollards or bus shelters. Or it may be a stand-alone art such as a sculpture or a water feature. Village 1 was home to two important art museums that brought culture to its community. Unfortunately, due to the economic downturn of this decade both museums have had to close down.

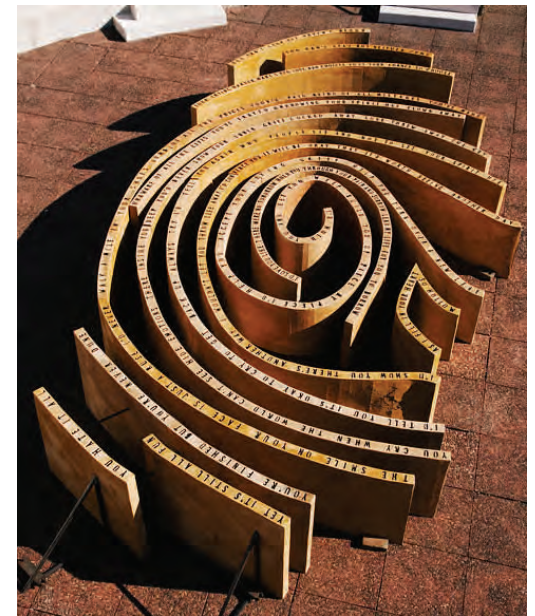
Goals: Infrastructure, Public Facilities & Services

1. Village 1 has a fully developed and maintained infrastructure providing service for existing and vacant lots.

- a. Research water and sewer pipe size, service issues, and future expansion to provide for higher density and infill development.
- b. Identify necessary infrastructure improvements (water, sewer, power, storm water) for vacant lots to be developed at the desired intensity.
- c. Create capital improvement plans and development plans to implement the creation of utilities for vacant lots and future development service requirements.
- d. Research use of SFDs (Special Facilities Districts) to implement infrastructure construction in select locations.

3. Village 1 controls storm water through a planned system of water retention, detention and runoff.

- a. Identify areas with flooding issues
- b. Develop a master plan to control flooding and water runoff in Village 1



- c. When possible direct runoff to existing riverbeds and washes to reduce land use retention requirements and revitalize the environment.

4. Higher education has a strong presence in Village 1, particularly in Surprise Center.

- a. Support the establishment of a four year university campus in Surprise Center.
- b. Support the initiatives to promote development patterns that will allow for the advancement of new educational facilities.
- c. Cooperate with Rio Salado Community College in planning for and anticipating growth



- d. Create a collaborative process among the city, higher education institutions, and council to provide access to business opportunities for all people through education and technical assistance
- e. Support educational and training programs that will equip residents with skills that can be utilized in Surprise's industries.

5. Village 1 has a safe and livable environment and ensures appropriate levels of fire and police services proportionate to population and activity level.

- a. Align public safety goals with the design of new development and public spaces.
- b. Integrate new police and fire facilities into mixed use development projects to the extent possible, while helping achieve overall development intensity goals established for village 1.

6. Village 1 has diverse community facilities including cultural facilities and recreation centers.

- a. Promote city awareness of and access to cultural facilities available throughout the west valley
- b. Support various cultural associations in their effort to provide extended cultural opportunities to residents throughout the city.

Implementation

Implementation

The Village 1 plan contains policy direction addressing a desired mix of land uses, building form and placement and circulation patterns. These are intended to guide the city staff, the Quality of Life and the Planning and Zoning Commissions and the City Council on decisions that affect land development. Ultimately plan implementation is achieved only if there is a sustained and cooperative effort to carry out the goals and action strategies of the Plan by area residents, governing authorities, public agencies, service providers, landowners and developers. Given the current market conditions, it is reasonable to assume that actual implementation may well occur over a period of time that could exceed 20 years. The overall process is described in the subsequent implementation strategies:

Strategy 1: Amend development regulations

The current zoning regulations for the Village 1 area are not fully conducive to creating a pedestrian friendly, mixed use environment. Portions of the current zoning regulations will need to be amended in order to promote the “vision.” Potential locations for zoning revisions include the Bell/Grand area, and the OTS. A new transit-oriented overlay district will need to be established so as to apply to the Bell/Grand area. A new heritage overlay district will also need to be established for the sake of the OTS.

Strategy 2: Enforce Master Plans

Master Plans for specific components will help create pedestrian friendly business districts. These could range from a streetscape plan to a plan for each of the design districts. These plans will provide specific, detailed, guidance for design in each of Village 1’s design districts. Conformance to these master plans will be required of the developers proposing development within Village 1.

Strategy 3: Determine Financing Opportunities

Village 1 should determine potential funding opportunities and create financial incentives to spur the implementation of the plan. The funding sources most relevant for the Village 1’s implementation process are summarized below:

Capital Improvements Fund

The Village 1 has the option of utilizing the city’s annual capital improvement projects budget fund to leverage new development and infrastructure projects.

Federal and State Resources

Grants and loans may be secured through various federal and state programs to both aid in public infrastructure projects and reduce certain private sector development costs. Annual funding cycles are typically used to

allocate federal funds to state and regional agencies, who then review applications for funding from local municipalities. However some funding may only be available by direct application to federal, state and regional agencies.

Strategy 4: Schedule Phases for Redevelopment

The city should also prioritize the recommended phases for village 1 plan by scheduling appropriate actions into its administrative agenda and allocating funds through its capital improvement budget process. The following redevelopment phasing plan summarizes key public and private sector actions to realize successful projects, and assumes that the previously highlighted administrative actions will be taken to prepare the business district for change.

Phase I—Short-term development (1-5 years)

The short-term development phase focuses the Village 1's efforts at the high-priority redevelopment sites within the area, given below:

Site 1: OTS Heritage District

1. Discuss vision with existing property owners and get approval and buy-in.
2. Create the new heritage overlay district
3. Determine solutions for potential building code regulations for live-work units and dual use properties.

Site 2: Bell/Grand Employment District

1. Discuss vision with existing business owners and obtain approval and buy-in.
2. Create the new transit oriented overlay district.
3. Create the employment value proposition
4. Determine solutions for potential building code regulations for mixed use buildings.

Phase I—Long-term development (10 years)

The long-term development phase builds on the previous phases of development. Due to changing variables over the long-term, such as administrative priorities, market demand, and financing opportunities, specific implementation steps are not enumerated for these remaining sites. The village should

expect the basic process highlighted in the previous implementation phases to be repeated for these projects. The sites that are targeted for long term development are:

Site 1: Surprise Center

The site has a prominent center city location and potential to attract visitors and employers to locate in the city. Based on the current PAD zoning and development plans for Surprise Center, the site offers potential to create a more exciting downtown for the city.

Site 2 : Agua Fria Boardwalk District

With a setting along the majestic Agua Fria Wash, the corner property at Bell Road and El Mirage is recommended for medium to high density development with scattered commercial. The Agua Fria Master Plan also calls out for a regional trail along the Agua Fria which will potentially connect the City of Surprise with counterparts to the north and south through a multi use trail..

Amendments to the Village Plan

Changes to the plan may be proposed in order to address circumstances and opportunities. If approved, they will take the form of amendments.

Five-Year Review

Conducting periodic review is important to ensure the Plan’s proper functioning over time. Changing conditions may also affect the effectiveness of implementing actions. Reviews offer an opportunity to examine the directives of the Plan, check in on the planning process to see whether goals and objectives are being achieved, and make changes in case they fall short. State General Plan legislative requirements do not necessitate a mandatory review cycle for village plans. Nevertheless a five year review should be conducted to make sure the plan is on track.

Items of particular importance to consider are:

- Ensuring that Village 1 development is on track with the Village 1 plan.
- Reviewing master plans for consistency with Village 1 goals.
- Reflect whether zoning and design requirements are resulting in projects that reflect intended plan goals.

A summary chart of goals & policies along with schedules, implementation tasks and funding sources are provided below:

Plan Goal	Policy	Schedule							Implementation Task	Funding Source
		Y E A R 1	Y E A R 2	Y E A R 3	Y E A R 4	Y E A R 5	Y E A R S 6 - 1 0	YEA RS 11- 20		
Vision 1	Evaluate development potential on vacant sites to assure that current regulations result in desired building forms and street character.									
	Cultivate new business clusters and support start-ups									
	Reinforce existing or develop new retail clusters at key locations.									

	Provide building space and amenities to attract innovative businesses									
Vision 2	Village 1 has an environment that caters to changing demographics, provides a high quality lifestyle and offers broad choice in entertainment maximizing the ability of local businesses to compete globally									
	Use distinctive ground floor retail, other active uses and the street environment to reinforce district identity.									
	Encourage unique and distinctive architecture that combines retail setting with public spaces									
	Provide incentives to encourage a diversity of integrated land uses at key locations.									
	Encourage growth of arts-oriented retail uses									
	Village 1 is a prominent center for research and education, a place that offers high quality educational opportunities that meets and exceeds the needs of the community									
	Encourage the development of basic education and employment training programs reflecting the requirements of new, existing, expanding Surprise businesses.									
	Encourage efforts to provide a full range of high quality educational opportunities for all residents and for life-long learning through library resources and programs.									

	Promote coordination of the personnel needs of new and existing business with skills training programs to ensure a stable, productive labor force.									
	Support the expansion of workforce development training funds from the State of Arizona									
	Actively pursue a four year University to locate in Village 1.									
Land Use 1	Village 1 is a premier regional and global center of commerce, residence, arts, education and recreation									
	Propel village 1 as the primary business center for the city by adding new jobs									
	Create a program to support small and medium sized businesses bolstering Surprise as the best place for businesses to thrive									
	Create a brand identity that promotes Village 1 as a place of education entertainment and employment									
	Provide a temporary and permanent creative space to meet the broad spectrum of needs for administrative, rehearsal, performance and studio functions									
Land Use 2	Village 1 promotes land uses that complement major transportation corridors									
	Promote medium and higher density land uses near major transportation routes and transit centers									

Implementation

Village I Plan • Surprise, Arizona

	Allow mixed use and increased heights in strategic cores									
	Enhance the appearance of Grand Avenue and provide signage identifying it as a direct route to Surprise.									
	Rebuild Bell Road as envisioned in the Bell Road streetscape Project									
	Create distinct identities along streets through physical improvements									
Land Use 3	Promote the development of Village 1 as a collection of mixed use urban neighborhoods									
	Enhance and expand the development of a downtown civic center or the Surprise Center.									
	Encourage new development, redevelopment and infill projects that enhance the Bell & Grand employment district area as a transit oriented and entrepreneur friendly development.									
	Maintain, enhance and expand the development of the OTS heritage district neighborhood that supports the heritage area with specialty retail and regional tourist attraction land uses.									
	Encourage new development that enhance the Agua Fria Boardwalk District area as a high end medium to high density residential district with limited commercial.									
Urban Design 1	Village 1 development enhances design districts and integrates distinctive qualities and evolving context of the area.									

	Ensure that site design incorporates the character prescribed to each design district									
	Preserve and enhance the character of the Original Town Site									
	Support designs that are visually stimulating and provide pedestrian comfort									
	Enhance the employment oriented character of Bell & Grand area while creating a foundation for a transit oriented development.									
Urban design 2	Village 1 has strong design and pedestrian connections that link neighborhoods									
	Ensure that development relates, connects, and continues design quality and site functions from site to site.									
	Develop a cohesive strategy for the entire Village 1									
	Encourage active ground floor uses in mixed use districts through changes to zoning and design guidelines to encourage pedestrian activity									
	Develop an attractive, interconnected network of safe and walkable pedestrian linkages to within and between the various neighborhoods in Village 1.									
	Develop a public signage and wayfinding system throughout the city that reinforces the identity of village 1 and its distinct neighborhoods									

Implementation

	Provide clear and identifiable circulation systems into and through Village 1 commercial areas.									
Urban Design 3	Village 1 is highly compact, containing high quality, walkable mixed use environments.									
	Create a pedestrian environment with a sense of activity and protection.									
	Encourage urban and architectural design that addresses human scale and provides for pedestrian comfort.									
	Use urban design features to soften the public rights of way and sidewalk environment as appropriate.									
	Link the increased intensity of development with the increased amenities, pedestrian oriented building design, midblock connections, public spaces, activities, openness and view preservation.									
	Use landscaping or green space to mitigate the potential impacts on surrounding neighborhoods									

Implementation

Village I Plan • Surprise, Arizona

	Incorporate dramatic and imaginative landscape and art features when reconstructing streets and/or sidewalks at key gateways									
Economic Development 1	Village 1 enjoys a strong, sustainable and diverse economy that will remain the engine of Surprise's growth									
	Foster a supportive climate for small and micro business development and create a small business development toolbox									
	Create an employment value proposition									
	Conduct an office and industrial market analysis in an effort to identify and support niche industries for Surprise									
	Cluster various employment uses to support creative synergies, knowledge sharing.									
	Strategize business development initiatives to support the growth of the city's traded sector clusters									
	Create an inventory of job ready sites									
	Explore opportunities to expand the city's higher education and R&D facilities									
	Establish economic development priorities and undertake targeted investments to facilitate expansion, retention and attraction of businesses									
Economic Development 2	Village 1 is a unique and attractive location for conducting business with mixed use amenities, vibrant outdoor spaces, housing choices and cultural amenities									

Implementation

	Conduct an image building exercise for Village 1									
	Encourage site and building designs that support and connect with existing or planned transit facilities in the vicinity									
	Establish public/private self sustaining partnerships to enhance the economic development on the area.									
Economic Development 3	Village 1 has strong commercial corridors that meet the demand for neighborhood retail and service establishments									
	Establish a balanced retail strategy									
	Develop an up to date village 1 retail and community space inventory for distribution									
	Conduct an assessment of all the retail uses in the project area									
	Evaluate storefronts on four categories including displays, signage, maintenance and facades									
	Identify transit center catalyst investments to support Surprise's role as a regional trade gateway									
Transportation 1	Village 1 has a fine grained, multi-modal network of transportation connections									
	Create a connections plan that provides a comprehensive network of connections for all modes.									
	Identify potential funding sources & partnerships for all modes of transportation									

Implementation

Village I Plan • Surprise, Arizona

	Study the prospect of multimodal connections within Village 1 to adjacent neighborhoods and to key destinations and activity areas									
	Develop a comprehensive streetscape plan and funding strategy									
	Create walkable streets in a fine grain grid pattern, providing for safe and accessible walking and biking areas									
	Provide clear pedestrian and bicycle connections into and through Village 1 and incorporate services and facilities that address the whole trip.									
	Support the designation of neighborhood electric vehicle (NEV) routes									
Transportation 2	Create complete, comfortable and attractive pedestrian circulation systems									
	Design the public realm to include enhanced requirements for sidewalk space									
	Design certain areas of Village 1 to be developed as pedestrian places									
	Eliminate existing pedestrian challenging environments within Village 1									

Implementation

Village I Plan • Surprise, Arizona

	Streets with higher traffic volumes and faster speeds shall remain pedestrian compatible and should include pedestrian supportive crossing treatments										
Transportation 3	Village 1 has an integrated network of complementary transit services										
	Design and implement new, expanded and innovative transit services that supplement existing transit and fill unmet transit needs (eg internal transit circulator, commuter rail, additional regional bus services)										
	Support regional efforts to plan, design and construct commuter rail system										
	Develop intermodal transit centers that provide greater transit access and improved interconnectivity										
	Support pedestrian and transit commuting through live-near-work programs										
	Support transit oriented development at commuter rail stations.										
Transportation 4	Transit movement is maximized in Village 1 through attractive transit services and facilities										

	Ensure that the design of the facilities reflect the general character of Village 1 and the surrounding neighborhoods									
	Encourage site and building designs that support and connect with existing or planned transit facilities in the vicinity									
	Design and coordinate the proximity of bike racks, wheelchair access, pedestrian amenities and other modes of transportation with transit facilities.									
Infrastructure, public Facilities & Services 1	Village 1 has a fully developed and maintained infrastructure providing service for existing and vacant lots									
	Research water and sewer pipe size, service issues, and future expansion to provide for higher density and infill development									
	Identify necessary infrastructure improvements (water, sewer, power, storm water) for vacant lots to be developed at the desired intensity									
	Create capital improvement plans and development plans to implement the creation of utilities for vacant lots and future development service requirements									
	Research use of SFDs to implement infrastructure construction in select locations									
Infrastructure, Public Facilities & Services 2	Village 1 controls storm water through a planned system of water retention, detention and runoff.									

Implementation

Village I Plan • Surprise, Arizona

	Identify areas with flooding issues									
	Develop a master plan to control flooding and water runoff in Village 1									
	When possible direct runoff to existing riverbeds and washes to reduce land use retention requirements and revitalize the environment									
I, PF & S 3.	Higher education has a strong presence in Village 1, particularly in Surprise Center.									
	Support the establishment of a four year university campus in Surprise Center									
	Support the initiatives to promote development patterns that will allow for the advancement of new educational facilities									
	Cooperate with Rio Salado Community College in planning for and anticipating growth.									
	Create a collaborative process among the city, higher education institutions, and council to provide access to business opportunities for all people through education and technical assistance.									

Implementation

Village I Plan • Surprise, Arizona

	Support educational and training programs that will equip residents with skills that can be utilized in Surprise's industries.											
I, PF and services 4	Village 1 has a safe and livable environment and ensures appropriate levels of fire and police services proportionate to population and activity level.											
	Align public safety goals with the design of new development and public spaces											
	Integrate new police and fire facilities into mixed use development projects to the extent possible, while helping achieve overall development intensity goals established for Village 1.											
I, PF & services 5	Village 1 has diverse community facilities including cultural facilities and recreation centers											
	Promote city awareness of and access to cultural facilities available throughout the west valley											
	Support various cultural associations in their effort to provide extended cultural opportunities to residents throughout the city											
	Partner with Surprise historical society and other appropriate advocacy groups to raise awareness of the city's historic resources.											

Implementation

Village 3 Plan

Surprise, Arizona



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ACKNOWLEDGEMENTS

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Mayor Truitt
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Sharon Wolcott
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John Williams

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INTRODUCTION

This plan sets forth the city's vision for the future of the Village 3 planning area and will guide the long term development of the area. Located entirely within the foothills of the White Tanks Mountains, Village 3 is considered Surprise's treasure with its scenic foothills, undeveloped desert, and wildlife habitat.

Located towards the southwest of the Surprise Planning Area, Village 3 is 21 sq. miles in size. Unlike other areas in Surprise, land ownership patterns are not fragmented since a majority of the land is under the ownership of Arizona State Land Department. Village 3 also consists of a few master planned communities such as Zanjero Trails, Mesquite Mountain Ranch, Surprise Foothills East, Ana Mander, Surprise Ranch, Sonoran Trails and Bell Pointe.

The essence of the village 3 plan is to balance the anticipated physical development in the area and the rural lifestyle of the residents with the sensitive lush upper Sonoran desert. Close coordination between public and private sectors, coupled with development flexibility, will be necessary in order to carefully manage land use in Village 3. The vision, goals and strategies set forth in this plan detail a logical direction to preserve the character of this unique region of the city.

Why create a Village 3 Plan?

While the city's general plan finds solutions to generalized issues, a small village plan is able to make recommendations for these neighborhoods and places with specific focus. Village planning provides an opportunity for the communities to



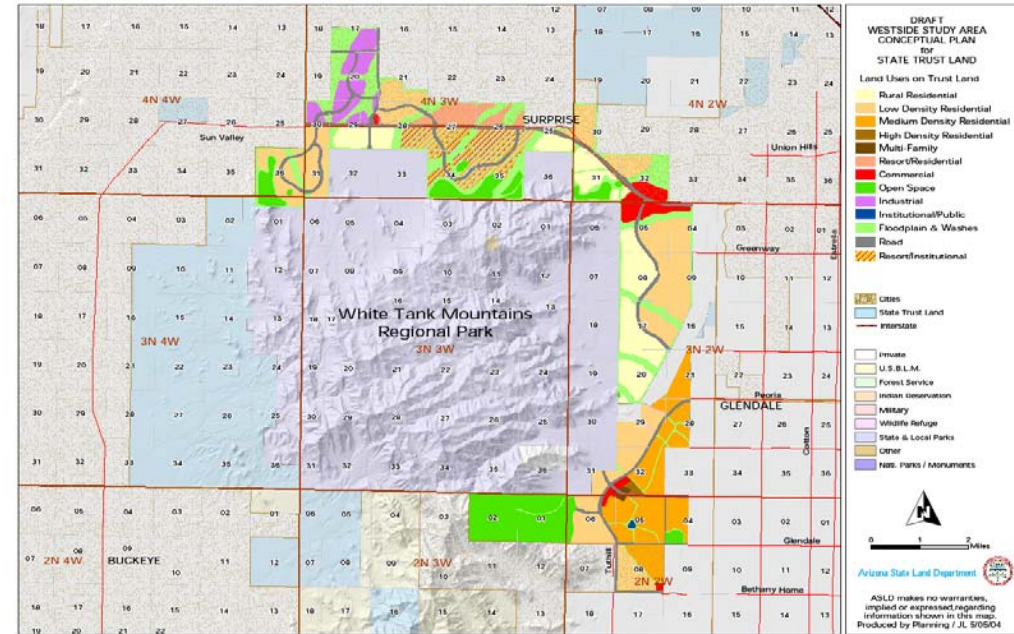
evaluate and shape its expectations and goals for the area in anticipation of future change. It helps ensure that when development occurs, property owners can design their project to be consistent with the vision for this area. It also helps ensure the public improvements will be in place to support the new development and advance city goals.

It is necessary for Village 3 to have a strong vision for the future primarily due to the following reasons:

- ◆ A majority of the land within Village 3 is under the ownership of Arizona State Lands Department
- ◆ Village 3 is ecologically rich and is an environmentally sensitive area.
- ◆ Village 3 is blessed with high quality scenery and natural amenities that set the stage for resort development.

Since 1986, the city has undertaken numerous plans for the general planning area and the incorporated area and these studies influence the direction of the Village 3 area plan. The Village 3 plan is influenced by several other approved plans that have been adopted at various times for different purposes.

The City's General Plan, its blueprint for growth and development, includes community goals that identify the importance of protecting the vital environmental resources. The General Plan logo is : "One City Many Choices." Village 3's goals and objectives align with Surprise General Plan 2030 by encouraging development that maintains the beauty and character of this pristine desert while capitalizing on the visual, environmental and recreational assets of the area.



The Westside Study Area Conceptual Plan for Arizona State Trust Land

The Westside study areas conceptual plan includes a majority of Village 3. The land uses identified within village includes open space, resort/institutional, rural residential, low density residential, medium density residential, commercial, industrial and flood-plain/washes.

The pace of area development will be determined by if and when property owners voluntarily chose to develop their properties. A timeframe of about 20 years is predicted by staff. Village plans are planned to be monitored annually through Capital Improvements Program and the 2030 General Plan and updated as needed.

The vision, goals and objectives highlight areas where Village 3 can improve, to make it a sustainable and strong community in the future. As village 3 develops, priorities will need to be set to successfully adapt to the pristine desert and the needs of the popula-



tion.

Vision

Due to Village 3's unique location, key natural assets and its ability to contribute to the sustainability goals of the General Plan, the vision is to carefully manage and preserve the character through the thoughtful and deliberate pursuit of the following:

Conserve

The White Tank Foothills is the most prominent feature in Village 3. Home to many unique desert animals and plants, with several washes acting as lifelines for these animals and plants, the White Tank Foothills serves an important function as well. To conserve these natural resources for today and tomorrow it is important to manage growth and its associated impacts on the White Tank Mountains, focusing on preserving the desert environment and upgrading the quality of the built environment while respecting property rights. Open vistas of the surrounding ridges and the public lands managed by the Maricopa County Parks are an important identifying characteristic of Village 3. Development shall address the conservation of natural, scenic resources of the White Tanks foothills by encouraging architectural and site design standards that are responsive to this heritage. The foothills must be developed as a model of environment's sustainability through careful development and public improvements that enhance the desert's environment, wildlife habitat and migration patterns. Any development in this area must also pursue concerted efforts to reduce noise and light pollution and to improve air and water quality.

Center Specific Planning

The existing and desired land use pattern in Village 3 is comprised of a suburban core that includes a mix of residential densities. Development guidelines and regulations can be a positive influence on development, by setting expectations for the quality of design and fit of new development within neighborhoods. There is a need to plan for the hillside in a manner that recognizes the area's dynamic nature and the need to respond to conditions likely to change

over time. However development may also benefit from flexibility to deal with site specific issues; not wanting to be constrained by overly strict design standards and guidelines. In addition development that adds diversity to the area should be encouraged. Diversity and flexibility in development will make the hillside an exciting rural neighborhood and regional destination that accommodates multiple functions. Development should complement rather than detract from the vitality of these areas.

Access

The natural and visual qualities of the upper Sonoran desert have contributed to making this area a unique place ideal for tourism development. Most successful tourism destinations have a harmonious combination of certain characteristics such as climate, scenery, and/or man-made facilities. In most instances natural factors have been the basis for the development of an area. Any development in the area must be designed to use desert sensitive building techniques that retain and blend the natural character of the area to improve foothills as a destination. The existing open space contributes significantly to a community desire to develop and maintain an integrated non-motorized trail system that provides access to the White Tanks. Community support exists for building a new access point to the White Tank Mountains from the north. Connectivity is another factor that will lead to the growth of the visitor industry in Village 3. In addition to physical and visual access to the hillside, the area should be served by multiple modes of transportation well integrated with each other, the entire city and the regional transportation network.



Goals:

Goals are concerned with the long term achievement of the plan and in this plan describes ideal situations that would result if all plan purposes were fully realized. These goals were drafted in response to the vision and input from residents, property owners and other interested persons, discussions with the Planning and Zoning Commission and the Quality of Life Commission.

- 1. The existing desert environment in village is preserved and the health of the natural ecosystems in the area is restored.**
 - a. Develop indicators to measure how the desert is being preserved.
 - b. Protect drainage corridors through new development regulations.
 - c. Protect viewsheds through new sign restrictions, and limiting development in scenic corridors.
 - d. Establish conservation districts.

2. Village 3 has a series of vibrant centers at designated intersections.

- a. Limit new commercial uses to designated activity nodes.
- b. Establish design guidelines that create activity nodes in the Village 3 area.
- c. Establish community scale retail services that supports the surrounding residential development attracts visitors and tourists.

3. Village 3 has a meaningful open space system which provides access and connection to the White Tanks.

- a. Program open space systems in Village 3 to provide a feeling of openness and to include connections through paths and trail systems.
- b. Establish an interpretive center in Village 3 that promotes the ecology of the foothills area.
- c. Create community cultural venues in Village 3.
- d. Promote appropriate tourism related economic development.

LAND USE

The purpose of the land use element is to provide a growth management strategy necessary to establish the changes that can be made to create a sustainable future. Village 3 consists primarily of undisturbed natural desert areas interspersed with areas of low density rural development. Village 3 is characterized by spectacular mountain vistas, abundant wildlife, and a prevalent feeling of openness. There are a few master planned communities with medium density suburban residential development, mainly to the north of Sun Valley Parkway.

Development opportunities in this area must be founded on respecting and carrying forward this character. In fact these unique and sensitive habitats provide paralleled educational, scientific, and recreational opportunities, making the area an attractive place in which to live, work and play. Issues involving habitat and access to public land predominate. Quality commercial services tailored to the growing needs of local residents are also highly desirable in this area. Future development in Village 3 should conserve the natural desert and maintain the pattern of low density development.

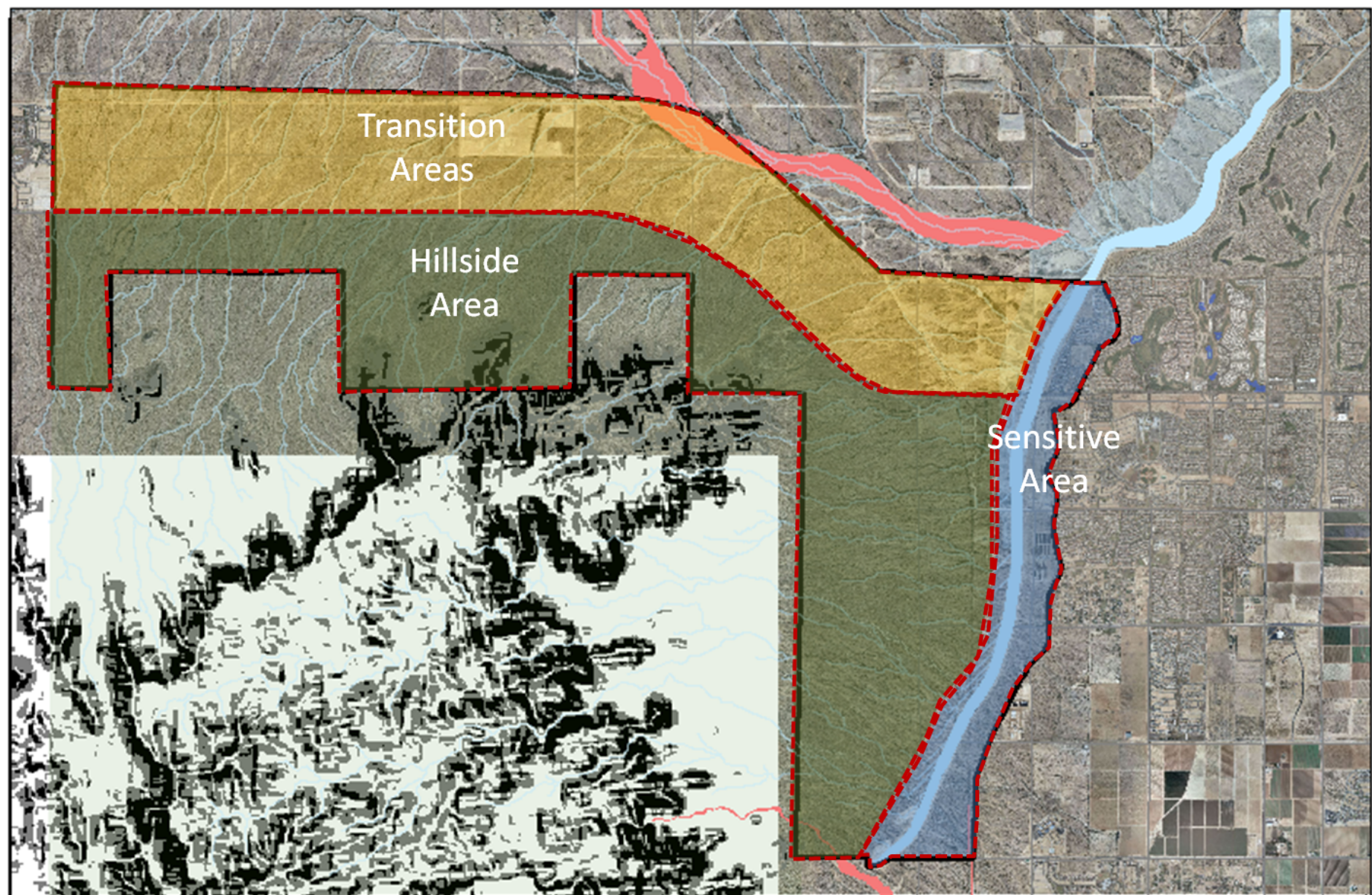
Growth Management Strategy

Due to Village 3's unique location, its key natural assets and its ability to contribute to the quality of life of the city, the planning area is divided into three character areas: Sensitive, hillside and transition. The boundaries for these special character areas were determined based on the existing and future land uses.



Sensitive Character Area

The sensitive character area is bounded by the White Tank Mountains on one side and by suburban neighborhoods on the east side. Any development in this area is must take into account the sensitive nature of the hillside as well as the suburban neighborhoods to the east. The sensitive area will create the east boundary of Village 3 and will be the first view visible upon entering Village 3. This area's character and design will form the foundation of its neighborhoods and community identity. The goals for this area should be geared towards non-obtrusive development, while preserving the safety, security and the nighttime use and enjoyment of property.



Character Area Map

Transition Character Area

The transition character area is bounded on the north by the boundary of Village 4 and 6 and the south is bounded by Sun Valley Parkway. Any development in this area must transition well to the rural and equestrian neighborhoods to the north. This area's character and design will form the foundation of its neighborhoods and community identity. The goals for this area should be geared towards equestrian friendly street design, dynamic streetscapes, buildings that complement the natural desert, gathering places and open spaces.

Hillside Character Area

The hillside character area is bounded by White Tank Mountains to the south, the Sun Valley parkway to the north and the McMicken dam to the east. The goals for this character area are geared towards several aspects of desert preservation, enhancement of ecosystem, identity, and opportunity.

Cores and Corridors

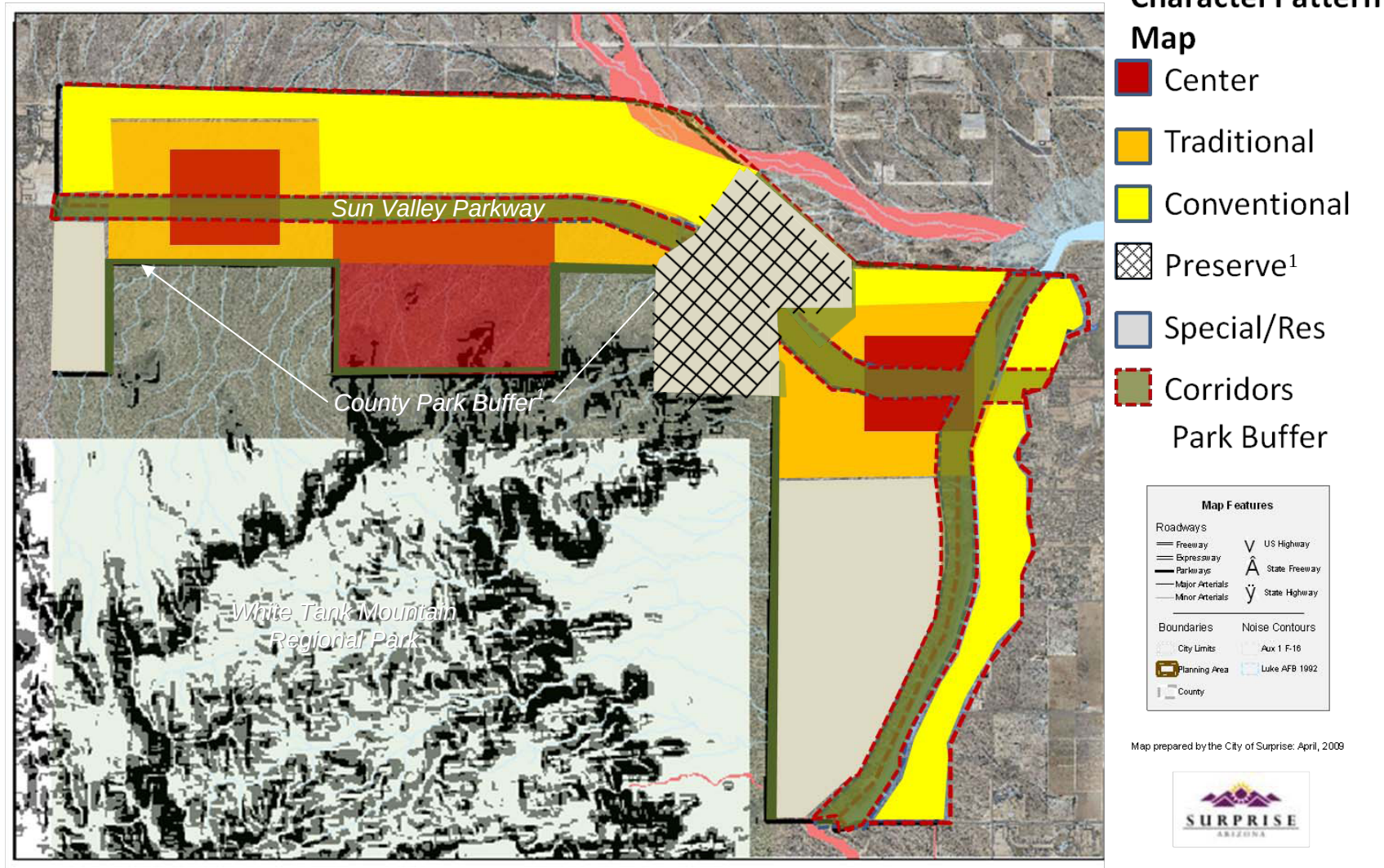
Village 3 also uses the concept of cores and corridors as a growth management strategy . Cores are a concentrated mix of land uses that serves as a node of activity within a city or region. This allows the village to concentrate the growth sufficiently to reduce the amount of land used for development. The term corridor describes a series of cores or centers strongly connected by a means of transportation. Linking of cores with highly effective transportation enhances each and all of them by connecting and aggregating available opportunities, resources and populations.

Focus Areas

In Village 3 a lot of energy has to be focused on preserving the existing desert environment while ensuring neighborhood amenities and responsible economic development. These efforts will have a positive effect on the residential neighborhoods surrounding downtime. Therefore land use goals and policies maintain a focus on three areas: **resort development, limited commercial development and cluster development.**



Village 3 Cores & Corridors



Proposed Village 3 Character Pattern Map

¹Pursuant to A.R.S 9-461.06 (N) the City is required to provide an economically viable designation of at least 1 du/acre to State Trust Lands. This statute applies to both the preserve area as well as the county park buffer. It is however the goal of the City of Surprise to preserve these areas as undisturbed open space if acquired by the city, a private entity or a public-private entity as permanent open space.

Goals:

1. Land uses in Village 3 creates a sustainable development pattern in alignment with the vision of village 3.

- a. Adopt new land use designations - “Resort”, Resort Residential” and “Resort Commercial” in the General Plan.
- b. Revise zoning and subdivision ordinances to reflect new land use designations.
- c. Ensure commercial development occurs only in identified cores.
- d. Rezoning for commercial properties in areas not designated for such development shall be discouraged.
- e. Promote the use of site planning techniques which minimize the visual impact of development and promote a resort desert character.
- f. Provide mixed land uses within core areas.
- g. Locate higher densities near the core of the village center.
- h. Create resort development standards by working with citizens and landowners to ensure visual and environmental compatibility, transportation access and a high quality, environmentally sensitive project.

2. Land uses in Village 3 are compatible with the terrain and the existing uses of the area.

- a. Future land use changes which seek to intensify growth opportunities shall be carefully reviewed by the staff for their potential impact to the sustainable management of the area’s resources.
- b. Establish a hillside preservation ordinance in the hillside character area.
- c. Consider preserving major washes as wildlife habitat corridors.
- d. Foster land use choices that support desired scenic corridors.
- e. Provide transitions between the village center and existing surrounding residential areas.
- f. Connect natural areas on adjacent parcels to create more viable desert space.
- g. Encourage land use changes to be based on review of sustainability ideas.

3. The location, intensity and mix of uses for commercial zones is managed in a manner that implements the vision of the Village 3 plan.

- a. Promote the functional and aesthetic integration of commercial uses with the community, and to promote the efficient use of resources and infrastructure in the village 3 planning area.

- b. Commercial and mixed use development proposals must show how the unique character of the Sonoran desert will be preserved or improved.
- c. A consistent architectural style shall be used to unify commercial development with Sonoran desert. Building materials must be chosen for their ability to blend with the landscape.
- d. The view of the property shall create a sense of place that is scenic, compatible with the local environment, and establishes a safe and welcoming neighborhood atmosphere.

CHARACTER & DESIGN

The character and design element promotes the preservation of the natural and visual qualities of the desert by using sensitive building techniques that retain and blend with the natural desert character of the area. Development in the village 3 area should respect and enhance the unique climate, topography, vegetation, and historical context of the area's Sonoran desert environment, all of which are considered amenities that help sustain our community and its quality of life.

The Palo Verde-Saguaro plant community, one of the most scenic and lush plant communities in the Sonoran desert, can be found throughout the White Tanks foothills. The dominance and continuity of the Sonoran desert in concert with a desired open pattern of development are the predominant elements that help define the desert character in Village 3.

Maintaining both functional and visual linkages through connecting undisturbed desert open space is a key component in achieving the desert vision. Sustainable site planning and visual linkages will alleviate the impact on the ecosystem and maintain the sense of openness experienced in Village 3. To ensure desired development the focus of the character and design element is primarily on architectural styles, height and materials and landscape character.

Goals

1. The desert character in village 3 is preserved.

- a. Preserve the desert character in this area with a very low density land use pattern.
- b. Adopt sign ordinances that limit impact on scenic resources.
- c. Key resources necessary for the long term preservation and enhancement of village 3's character must be preserved.
- d. Encourage revegetation and the installation of additional native landscaping to mitigate the impact of construction and development.

2. Open vistas in Village 3 are maintained and the visual impact of hillside development are minimized.

- a. Develop building size limitations for the area to preserve and enhance desert character.
- b. Discourage development that places it in a dominant overpowering position.
- c. Discourage buildings and structures that are visibly taller than the maximum mature canopy of the native trees.
- d. Create new design procedures and guidelines that acknowledge and respond to the character of the area.
- e. Encourage the use of green building and low impact techniques for development in village 3.

3. Village 3 has standards for a community that is unique and distinguished from other parts of the city.

- a. Colors, textures and materials used on infrastructure improvements should blend into the natural desert environment and reflect the rustic identity of the area.
- b. The design of the street signage, signalized intersections and street lights should be used to reflect the rustic, rural identity of the area.
- c. City gateways should reflect the area's identity.
- d. The design of all nonresidential structures should respect the natural desert character of the area.
- e. Scenic Corridors should be designed to reflect an identity for the entire length of the corridor and respond to the unique character the road bisects.

4. Village 3 has standards to preserve the natural and visual qualities of the foothills.

- a. To maintain a sense of wide open space, discourage the use of high walls.
- b. Where walls are used they should use desert tone colors and blend into adjacent natural desert and provide breaks or gaps for indigenous wildlife movement routes and maintain open vista corridors.
- c. Utilize the building envelope concept to sensitively place structures on lots to preserve views.
- d. Minimize visually obstructive infrastructure by using a compatible color palette and special design that blend into the natural desert environment and creates an identity compatible with the desert neighborhoods.

CIRCULATION

The layout and design of an area's streets and paths have a tremendous effect on neighborhood livability, design, and character. Accordingly, much emphasis needs to be placed on the development of an overall circulation system for village 3. The design of the circulation system considered not only traffic capacity, but also neighborhood character and pedestrian and bicycle friendliness. Due to the undisturbed nature of the foothills, the area's existing circulation system is relatively limited. A preliminary street layout has been shown by the Surprise Long Range Street Master Plan. (*see map on Page 15*)

One of the functions of the circulation system in village 3 is to accommodate regional traffic between Buckeye and Surprise. Sun Valley Parkway provides main access to the City from the west and extends from Surprise easterly to Glendale and Phoenix. The circulation focuses on the following areas: **scenic corridors and street standards.**

Goals:

1. The transportation system should be compatible with village 3's pristine desert character.

- a. Consider new standards which minimize street widths in residential areas as much as possible to protect important natural features.
- b. Preserve the natural desert character of the scenic corridors by encouraging wider scenic setbacks, maintaining a vertical undulation in the roadway, limiting the number of driveways bisecting the scenic corridors, limiting the number of signalized intersections, using native vegetation within the medians and minimizing continuous and taller walls.
- c. Encourage and promote the re-vegetation of disturbed areas along scenic corridors.
- d. Provide for non-motorized modes of transportation.
- e. Create design standards for bicycle and pedestrian pathways and equestrian trails.
- f. Create guidelines for equestrian crossings of arterial and collector roadways and implement improvements.



ENVIRONMENTAL & ARCHAEOLOGICAL PRESERVATION

The environmental and archaeological preservation element seeks to minimize the impact of daily activities on the natural environment by ensuring the incorporation of sustainable practices in development. The ecologic value of the Village 3 area is an important component of the planning efforts.

Village 3 consists of native desert landscape with mountain vistas, rock outcrops and ephemeral washes. The village 3 area is also composed of a number of unique habitats that provide for a diverse population of wildlife and plants. Most of the common plant species belong to either the upland or the xeroriparian community. Wildlife habitats and migratory routes are a key component of the area's character. Mule Deer, mountain lion, javelina, jackrabbit and desert tortoises can be found in this region. Due to these sensitive environmental conditions, it is essential to protect the natural balance that has evolved in the area over time. Careful stewardship of this rich natural environment is fundamental to maintaining and preserving this valuable component of the Village 3 area character. Village 3's archaeological interest as identified through artifacts, structural remains and other physical evidence have scientific significance that educate the viewer and stir an appreciation for the past. The cultural resources identified in the general area pose few constraints to the development of the area. However adverse impacts due to development activity to these sites and other cultural resources should be mitigated through the development and implementation of a cultural resources treatment plan.

To ensure careful stewardship of this rich natural environment, the environmental and archaeological preservation element maintains focus in the following areas: hillside preservation zone, wildlife linkages and lighting standards.

Goals

- 1. Resources key to the ecology of Village 3 is preserved and where possible enhanced.**
 - a. Inventory natural drainage features and identify those to be protected or enhanced.
 - b. Assess the impact of archaeological resources in the White Tanks Foothills.

- c. Create wildlife corridors and ensure connectivity with other regional wildlife corridors.
- d. Design sites to concentrate densities away from natural spaces.
- e. Develop a night skies ordinance specific to the White Tanks area.
- f. Implement energy efficient building guidelines for Village 3.
- g. Develop a green building or green development program.
- h. Adopt ordinances that protect scenic vistas and important viewsheds as enjoyed from the foothills and the vicinity.
- i. Create sustainable construction practices to protect the surrounding natural desert areas from construction encroachment.

2. Minimize the impact of hillside development in a manner that implements the goals of the village 3 plan.

- a. Create a hillside preservation zone in the hillside character area.
- b. Initiate and maintain a building envelope process that includes disturbance boundaries.
- c. Promote building designs that work with the natural environmental terrain.
- d. Preserve the desert character of the local streets by minimizing street widths, following natural topography and minimize bridging of washes.
- e. Develop a night skies ordinance specific to the White Tanks Mountains area.

OPEN SPACE & RECREATION

The open space and recreation element seeks to provide a comprehensive system of parks, recreation facilities and open space areas. Open Space is critical to provide the feeling of openness which defines the Sonoran desert character should be provided as a visual, recreation, or character enhancing amenity. In village 3 open space must sustain natural flora and fauna and include visual and physical connections through paths and trail systems.

To ensure the preservation of important natural resources, the open space and recreation element is divided into the following focus areas – natural area open space, White Tanks access, tourism and trail systems.

Goals:

1. Open space system must sustain natural ecosystems through the provision of natural area open space.

- a. Consider purchase, state land leasing, the Arizona Preserve Initiative, density transfers and other methods where funding will allow, to provide undisturbed open space within Village 3.
- b. Seek opportunities to accommodate low impact equestrian oriented trails, trailheads and other recreational amenities that respond to the needs and demands of the citizens.
- c. Manage educational programs to promote responsible recreation and reduce littering in natural areas.
- d. Park design should emphasize the unique Sonoran desert environment through minimal disturbance to the site, desert sensitive architecture and construction detailing.
- e. Limit turf to active recreation areas in association with schools and specific picnic/open playspaces and in areas of high public use.
- f. Use sensitivity in providing lighting for outdoor recreational facilities to ensure participant safety and minimize light trespass into adjacent neighborhoods, open space, and natural areas while maintaining night skies.
- g. Establish an interpretive center in the valley that will promote the ecology of the foothills area.

2. Develop an open space system which links open space throughout the Village 3 area.

- a. Work with Maricopa County Parks to gain access from the north side to the White Tanks.
- b. Produce area wide trail guide for hiking, biking and motorized trails with Sun Valley parkway branding and theme.
- c. Develop a multi use walking and biking trail following the McMicken Dam.
- d. Specialty parks should be encouraged along scenic corridors to allow residents and tourists alike to view and experience the desert and mountain vistas.
- e. Promote recreation opportunities such as equestrian oriented parks, trailheads and other amenities that respond to the needs and demands of the citizens.

3. Promote appropriate tourism related economic development in Village 3.

- a. Work with business owners to promote tourism related businesses in village 3.
- b. Promote recreational activities that extend the tourism season.
- c. Maintain a comprehensive list of community cultural festivals and events in the area.
- d. Encourage future filming in the area.
- e. Create community cultural venues in Village 3.
- f. Help promote appropriate and desirable uses of the White Tank Mountain foothills area for cultural events and activities.

PUBLIC SERVICES & FACILITIES

There are no public facilities and services located within the Village 3 area. The need for most public facilities and services is driven by development and the associated population growth. Infrastructure planning therefore has been identified as a priority for the Village 3 area.

The public services and facilities element is divided into the following focus areas—water and sewer infrastructure and drainage standards.

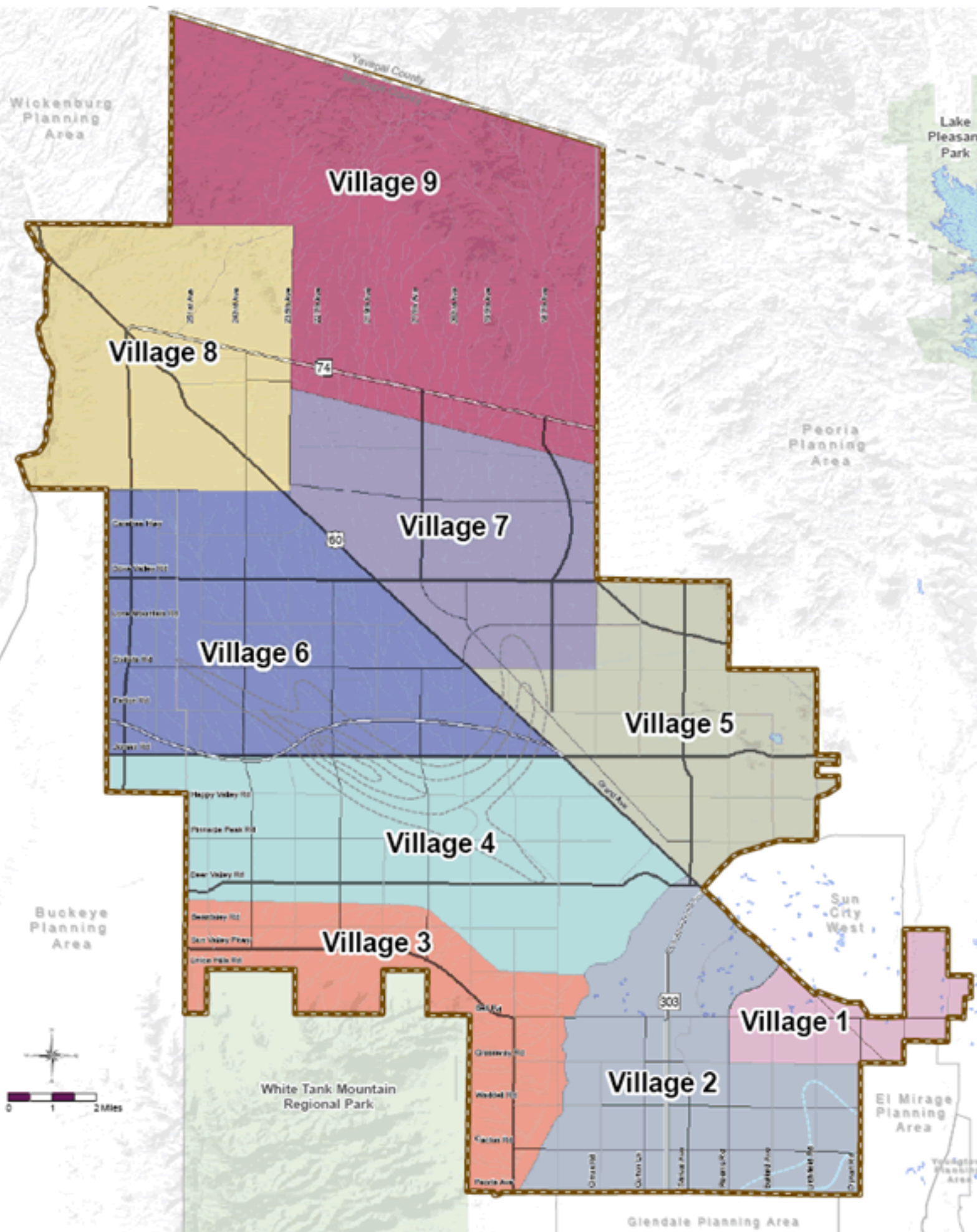
Goals:

1. New development in Village 3 will demonstrate that adequate public or private service capacities are available to serve the proposed development.

- a. Conduct a comprehensive study of infrastructure needs and plan for the development of an infrastructure program.

2. Provide high quality infrastructure in Village 3 while protecting the area from adverse environmental impacts.

- a. Require underground placement of utility lines where feasible, to preserve the visual qualities of the area.
- b. Encourage utility providers to blend above ground cabinets with the surrounding natural environment, by using a defined color palette and screening with native vegetation.
- c. Work with regional agencies to maintain existing riparian ecosystems, and promote sound floodplain management.
- d. Encourage flood control devices that protect and enhance the desert environment.
- e. Foster increased use of reclaimed water
- f. Balance the uses of effluent—reclaimed, environment and aquifer recharge.



Growth Element



Village Planning

Principles found in the goals and policies in the General Plan are woven into the fabric of everything the City is striving to create—a livable, attractive and sustainable community. These principles underpin the City's decision to embark on its Village Planning Strategy, and are the platform upon which the Surprise General Plan 2035 will be built and delivered. The Village Planning Strategy also places emphasis on the value of Surprise's distinctive neighborhoods in combination with its open spaces, to form the City as a complete whole.

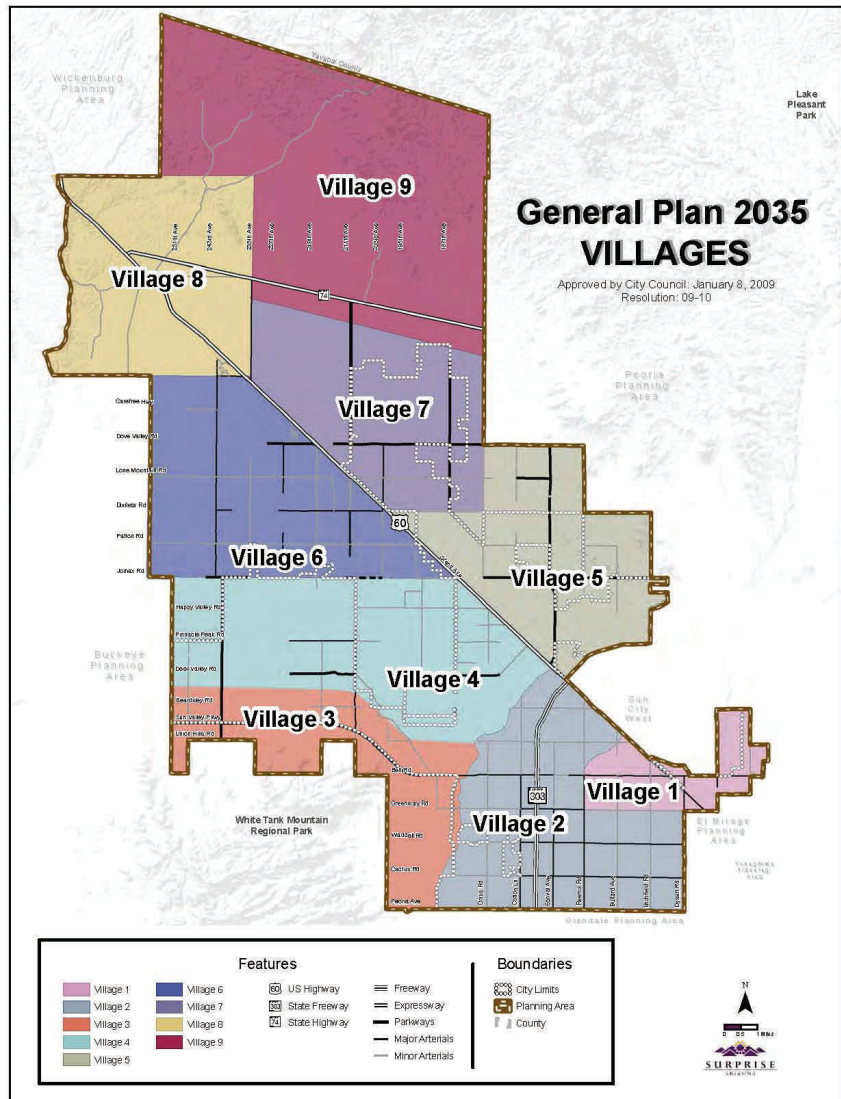
Village Centers

The Village Planning Strategy focuses growth into mixed-use activity centers that are both pedestrian-friendly districts and linked to an improved regional transportation system. This strategy was first adopted in 2009 by City Council. It was developed through an intensive process of public collaboration over a three year period. This strategy draws upon the character and strengths of Surprise's natural environment, neighborhoods, commercial centers, institutions, and employment centers. It is designed to sustain the long-term economic, environmental, and social health of the City and its many internal communities.

Village centers are higher intensity areas located within each village and should be characterized by a cluster of community and neighborhood oriented areas with local commercial, office, and mixed use spaces. These centers should contain public gathering spaces and/or civic uses. Uses will be integrated to the maximum extent possible in order to encourage a pedestrian-oriented design and transit ridership.

Land Uses

The Villages in the City of Surprise are de-



finied by a balanced mix of land uses, an adequate support of resources and an awareness of infrastructure needs. The Villages will aim to have a proper job-housing balance, a neighborhood and community-based organization system, a synergy with the City to improve communication and a successfully operating multi-modal transportation network. Each of the Villages will provide opportunities for people to live, work and play.

The Village Planning Strategy centers on what people love about their neighborhood, while setting measures to ensure those special characteristics are enhanced and preserved. One of the main

Surprise General Plan 2035: Foundation for the Future

goals in this strategy is to ensure that long term objectives developed by the City are meeting community and business needs, while enhancing the local environment.

Villages are also intended to have more co-operation and partnerships between the different tiers of government, between businesses and government, and between residents, institutions, and government. The creation of “Villages” will enable the City to deliver services more equitably, pursue a development pattern that is environmentally and fiscally sound, and provide better means of managing growth and change through extensive collaboration with the community.

GOALS AND POLICIES

Goal 1: Sustainable Growth

Support sustainable growth that ensures effective, efficient, and equitable provision of public services, land, and infrastructure.

Policies

1. Promote infrastructure expansion where it will be more efficient and effective, and minimizes adverse impacts outside the identified growth areas.
2. Give priority to infrastructure upgrades and improvements in the identified growth areas.
3. Focus infrastructure improvements in designated growth areas and contiguous to existing development.
4. Make development decisions predictable, fair and cost effective.
5. Promote and provide incentives for infill development, redevelopment and growth in existing urbanized areas.
6. Expand efforts to ensure all new development and future development includes community and stake holder collaboration.
7. Promote sustainable and green building practices to lessen the demand on infrastructure.

Goal 2: Village Planning

Create diverse, distinct, and well-structured villages throughout the City, while coordinating with all stakeholders.

Policies

1. Create Village Plans and ensure they are reviewed and updated every five years.
2. Foster the character of various villages based on their location and physical characteristics.
3. Designate a hierarchy of village centers for citywide implementation.
4. Ensure villages are strategically positioned to receive adequate public facilities.
5. Create Design Guidelines within two years of each village plan being completed, in order to promote high-quality village structure.
6. Ensure villages meet the community’s desire for a complete, sustainable, and high-quality living environment.

Goal 3: Connectivity

Emphasize efficient transportation to, from, and within growth areas, focusing on automobile, transit, and other forms of circulation.

Policies

1. Promote physical planning and design techniques that facilitate access to, and use of, transit services and other multi-modal circulation options.
2. Concentrate circulation infrastructure expansion in identified growth areas and coordinate improvements with development activity.

Goal 4: Natural Resources

Conserve significant natural resources and open space in the Villages and Growth Areas.

Policies

1. Allow for growth management strategies, such as the transfer of development rights,

Growth Element



to conserve open space.

2. Strengthen connections between open space areas within, and outside of growth areas by identifying open space corridors between these areas.
3. Safeguard and maintain significant historic, archaeological, and natural resources in the growth areas.

Goal 5: Downtown

Foster the continued development of a unique and well designed downtown.

Policies

1. Create and adopt design guidelines specific to the downtown area.
2. Promote art as an integral part of all downtown development.
3. Remove barriers that may hinder residential development in the identified downtown area.



CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

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

Council Meeting Date:	April 1, 2014	Contact Person:	Chris Boyd, Community & Economic Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion regarding CDBG Annual Action Plan

Motion:

Discussion Only

Background:

Financial Impact Statement:

Staff and Planning and Zoning Commission funding recommendations for the 2014-15 Annual Action Plan include reimbursement of administrative costs up to a maximum of \$102,436 (20%), funding for public services to a maximum of \$76,827 (15%), and funding for the Street Improvements Project to a maximum of \$332,918. The total anticipated CDBG allotment is \$512,181.

ATTACHMENTS:

Click to download

☐ [Staff Report](#)

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):

Christina Ramirez, Neighborhood Services Supervisor

Date: April 1, 2014

To: Mayor and City Council

From: Chris Boyd, Interim Community and Economic Development Director
Christina Ramirez, Neighborhood Services Supervisor

Re: Community Development Block Grant Annual Action Plan 2014-15

Introduction

The City of Surprise Neighborhood Services Division is in the process of completing the Annual Action Plan 2014-15. The plan is mandated by the U.S Department of Housing and Urban Development (HUD) and it allows the city a comprehensive method to identify funding priorities for the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) programs on an annualized basis.

Today's meeting is aimed at opening a constructive discussion by the City Council, staff, and the residents of Surprise to enable the Council to recommend approval of the Annual Action Plan 2014-15 priorities during a City Council Public Hearing designated for April 15, 2014.

Background

Consolidated Plan 2010-14

The Consolidated Plan encompasses eligible activities, national objectives to meet, and the priority action items recommended by the residents and city staff which should in turn meet the recommended HUD goals. The Five-Year Consolidated Plan provides an assessment of the housing and community development needs; a strategic plan for addressing these needs; and a specific one-year Action Plan for the use of HUD grants funds.

Annual Action Plan 2014-15

The Annual Action Plan is a one-year strategic plan that describes community needs, resources, priorities and proposed activities under CDBG and HOME grant programs for the fiscal year 2014-2015. The Annual Action Plan notifies the citizens and HUD of the specific projects, goals and funding of the fiscal year based on the goals identified in the Consolidated Plan.

Key elements established in the Annual Action Plan 2014-15 are:

- Inclusion of CDBG-Funded Public Service Activities in the Annual Action Plan.
- Continue emergency housing rehabilitation throughout Surprise with roll-over funding
- Public improvements (street improvements)
- Continue housing rehabilitation/reconstruction with HOME funds.
- Administrative allotment.

Upon approval by the City Council, the plan will be submitted to HUD by May 15, 2014.

Previous Actions

Recommended priority projects as listed within city's 2010-2014 Consolidated Plan:

1. Citywide housing rehabilitation.
2. Street improvement including sidewalk connectivity in the OTS.
3. Youth training program.
4. Park improvements in the OTS.
5. Façade improvements for commercial and residential.
6. Public Services.

Staff and Planning and Zoning Commission funding recommendations for the 2014-15 Annual Action Plan include reimbursement of administrative costs up to a maximum of \$102,436 (20%), fund public services to a maximum of \$76,827 (15%), fund the Street Improvements Project to a maximum of \$332,918, for a total anticipated CDBG allotment of \$512,181.

Updated Actions

On March 6, 2014, the Planning and Zoning Commission held a public hearing to discuss funding recommendations for projects and public service activities that will be forwarded to the City Council for consideration.

Along with the stated priority projects listed above, the Planning and Zoning Commission more specifically recommends funding of the following organizations with regard to Public Services:

Arizona Bridge to independent Living Home Modifications	\$34,558
St. Mary's Food Bank Emergency Food Assistance	\$20,000
Benevilla Day Care, Adult Day, and Home Delivered Meals	\$14,269
Central Arizona Shelter Services Homeless Assistance	\$ 8,000
Total	\$76,827

Future Actions

City Council Public Hearing and Action: April 15, 2014.
Submission to HUD: by May 15, 2014.

Recommendations

None



CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

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

Council Meeting Date:	April 1, 2014	Contact Person:	Dick McKinley, Public Works Department
Submitting Department:	Public Works	District:	5
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion on amending COS13-014 to include Guaranteed Maximum Price (GMP) 2 for the Construction Manager at Risk contract with Felix Construction for the Mountain Vista Ranch Well No. 2 in the amount of \$1,318,501 including a \$50,000 owners contingency.

Motion:

No Action - Discussion only

Background:

City Council approved the original Construction Manager at Risk Contract and GMP No. 1 with Felix Construction on August 20, 2013 for preconstruction services and well drilling.

This amendment to the contract and associated GMP 2 will be for the final phase of the Mountain Vista Ranch Well No. 2 construction including well site equipment installation, final connections and testing.

Financial Impact Statement:

This is a growth project in the Water System Development Fee Fund under the SPA1 Mountain Vista Well #2 project (21111) . The total project budget is \$2,789,200 and the project had prior year's expenditures of \$126,700. The approved budget for FY2014 is \$2,136,500 with an additional \$526,000 programmed in FY2015.

ATTACHMENTS:

Click to download

☐ [Presentation](#)

☐ [Contract](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Mountain Vista Ranch Well No. 2 Construction Contract

Council Work Session
CIP# 21111

April 1, 2014
Public Works Department



Consideration and action to amend the Construction Manager at Risk Contract (COS13-014) and award Guaranteed Maximum Price No. 2 (GMP) for the Mountain Vista Ranch Well No. 2 capital improvement project with Felix Construction.

Phase 1 Photos- Well Drilling



Phase 1 Photos- Pump Testing



Scope and Cost Breakdown



- GMP No. 1- \$1,042,369- COMPLETE
 - Pre construction services
 - Well Drilling
- GMP No. 2- \$1,318,501- CURRENT ACTION
 - Well Site Equipping
- SPA1 Water Development Impact Fee Fund
 - Total project: \$2,789,200
 - Design: 428,300
 - GMP No. 1 1,042,369
 - GMP No. 2 1,318,501

CITY OF SURPRISE

CONSTRUCTION MANAGER AT RISK AGREEMENT

Pursuant to COS13-014, CM@Risk Request for Statements of Qualifications

Project: Mountain Vista Ranch Well No. 2

April 1, 2014

Gauranteed Maximum Price No. 2

Project No.: 21111

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CONSTRUCTION MANAGER AT RISK AGREEMENT

This Construction Manager at Risk Agreement (this "Agreement") is made by and between the City of Surprise, an Arizona municipal corporation ("City"), and Felix Construction Company, an Arizona Corporation ("CMAR").

RECITALS

- A. City is undertaking the design and construction of a public works project, as described in detail in **Exhibit B**, to benefit its citizens and visitors and the region generally (the "Project").
- B. City has engaged Brown and Caldwell to prepare design, programs, budgets, and other criteria for the project (the "Design Documents").
- C. CMAR submitted its Statement of Qualifications dated June 3, 2013 (the "SOQ"). CMAR's SOQ were submitted in response to City's Request for Statements of Qualifications dated May 2, 2013. CMAR was selected by a qualification-based process in accordance with Title 34 of the Arizona Revised Statutes.
- D. The City entered into a contract with Felix Construction Company for Guaranteed Maximum Price (GMP) #1 On August 21, 2013. City will engage CMAR under the terms of this Agreement to manage and be responsible for the timely and proper construction and commissioning of the fully completed and functional Project and set the GMP #2 (the "Work").
- E. The parties desire to memorialize their agreements.

AGREEMENT

City, subject to the terms and conditions of this Agreement, hereby engages CMAR to construct the Project, CMAR accepts this engagement, and therefore, City and CMAR agree as follows:

- 1. **Definitions.** Specific words used throughout this Agreement have a particular meaning described in **Exhibit A**. Other words may be described in the section in which they are used. For convenience, **Exhibit A** includes an index to terms and certain provisions of this Agreement.
- 2. **Construction Services.**
 - 2.1 **CMAR Obligation.**
 - (A) CMAR will furnish all Construction Services, including those further described in **Exhibit B**, that are necessary for the Project's timely and proper construction, completion, and use by City.
 - (B) Construction Services includes the completion of every improvement shown in whole or in part or reasonably inferable from any portion of the Project Documents.
- 3. **Representatives and Key Personnel.**
 - 3.1 **CMAR Representative.**
 - (A) Responsibilities. CMAR's Representative is authorized to act on CMAR's behalf and may not be discharged, replaced or have diminished responsibilities on the Project without City's prior consent, which may not be unreasonably withheld.

- (B) Address. CMAR's Representative address for Notice, as required in this Agreement, is:

Archie Lopez, President
Felix Construction Company
1326 West Industrial Drive
Coolidge, AZ 85128
Phone: 480-464-0011
Fax: 480-464-0078

3.2 City's Representative.

- (A) Designation of City Representative. City's Representative is authorized to act on City's behalf, whose address for Notice, as required in this Agreement, is:

Public Works Department
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374

With required copies to:

City Attorney
City of Surprise
City Attorney's Office
16000 N. Civic Center Plaza
Surprise, Arizona 85374

- (B) Concurrent Notices.

- (1) Except to the extent otherwise directed to CMAR in writing, all Notices to City's Representative must be given concurrently to the Project Manager and City Attorney.
- (2) Notices are not considered received by City's Representative until the time that it has also been received by the Project Manager and City Attorney.

- (C) Professional(s) (Architect, Engineer, or Construction Assurance/Administration). The Professional(s) representative with authority to act for the Construction Administration Firm for the Project whose information for Notices is:

Tracy Moraca, Project Engineer
Brown & Caldwell
201 E. Washington Street, Suite 500
Phoenix, AZ 85004
Phone:
Email: tmoraca@brwnncald.com

3.3 Key Personnel.

- (A) Employment of Key Personnel. CMAR and its Subcontractors will employ key personnel in connection with the Work, in categories of

persons identified in **Exhibit C** (collectively, "Key Personnel"); each of whom will be acceptable to and approved by City.

(B) Approval of Key Personnel.

- (1) All personnel listed in CMAR's SOQ will be assigned to the Project and will be dedicated to performing work on the Project at not less than that identified in the SOQ.
- (2) Prior to the commencement of the Work, CMAR must deliver to City a written proposal identifying the names, duties and titles, and attaching the resumes of each person who CMAR proposes as the Key Personnel.
- (3) Except for those Key Personnel identified in the SOQ, City will have the right to disapprove CMAR's choice of any Key Personnel, provided City does so by giving written notice to CMAR.
- (4) If City disapproves any of CMAR's proposed Key Personnel, CMAR must provide City with the name and qualifications of proposed alternates and the procedure will continue until a complement of Key Personnel who meet with City's approval is selected.
- (5) Each Key Personnel will remain assigned to the Project throughout the Project's duration; and
- (6) As long as each Key Personnel remains employed by CMAR or its Subcontractors, he or she must not be discharged, reassigned, replaced, or have his or her responsibility diminished without City's prior written consent.

4. **Documents.**

4.1 CMAR Documents. CMAR represents that it has carefully examined, has had the opportunity to object to during the RFQ process, and fully understands this Agreement, including CMAR Documents and all other items, conditions, and things that may affect the performance of its obligations, including the nature, local field conditions and Project's Site that are observable to CMAR without intrusive inspection, any environmental reports, surveys and other information regarding the Site that City has furnished to CMAR.

4.2 In the event of conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority:

- (A) Amendments to the Contract
- (B) The Agreement
- (C) Special Conditions
- (D) General Conditions

Drawings shall control over Specifications, and details in drawings shall control over large-scale drawings.

4.3 In the event of conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority:

- (A) Modifications to the Contract
- (B) The Contract
- (C) Special Conditions
- (D) General Conditions

Drawings shall control over Specifications, and details in drawings shall control over large-scale drawings.

4.4 Design Documents. City will furnish the Design Documents with the understanding that CMAR may rely upon it to the extent CMAR's reliance is reasonable.

- (A) CMAR must consider the Design Documents in agreeing to the Guaranteed Maximum Price (as required by § 5).
- (B) CMAR hereby waives all claims, demands or requirements for extras or changes to the Work or the Guaranteed Maximum Price based on facts related to the Site that were discoverable by CMAR prior to the Effective Date.

4.5 Work Product Formatting. Any drawings created by CMAR, its Subcontractors, or its Lower Tier Entities will be generated and furnished to City in hardcopy and in freely modifiable AutoCAD format as City may reasonably request.

4.6 Intellectual Property Rights Assignment. CMAR hereby irrevocably conveys and assigns to City the exclusive Ownership of, and copyrights in, Work Product (as defined in **Exhibit A**) that is generated by CMAR, its Subcontractors, and its Lower Tier Entities in connection with the Project, together with all copyright renewals and extensions and the right to reproduce, publish, modify, and create and publish derivative works from the Work Product.

- (A) Use of Intellectual Property. CMAR warrants that neither it, its Subcontractors, nor its Lower Tier Entities will utilize any of the Work Product in connection with any other project without City's prior written consent, which may not be unreasonably withheld but which may be denied to the extent the requested use is for the other project and involves aesthetically unique or signature elements of the Project.
- (B) Non-Infringement. CMAR further warrants to City that all Work Product generated or arranged for by CMAR, its Subcontractors, or its Lower Tier Entities in connection with the Project, and CMAR's conveyance and assignment to City of the ownership of, and copyrights in, the Work Product and/or copyrights in them, as provided in this section, will not infringe on the copyrights or another party's contractual or proprietary interests.
- (C) CMAR will include provisions equivalent to § 4.5 in each of CMAR's Subcontracts and Sub-subcontracts.

5. **Guaranteed Maximum Price.** The maximum amount for completion of the Work as required by the Design Documents will be the Guaranteed Maximum Price ("GMP"). Pre-Construction services are completed.

5.1 GMP Elements. The GMP will incorporate into one amount:

- (A) All CMAR's direct and indirect costs and expenses incurred in connection with the Work, whether at the home office, Site, or elsewhere;
- (B) The cost of all construction, construction materials, engineering services, architectural services, geotechnical services, transportation costs, labor, supplies, services, equipment and other elements necessary for the Project's proper and timely completion;
- (C) All profit, home office overhead, job site overhead, wages, salaries and fringe benefits paid to supervisory and other employees and representatives;
- (D) Job trailer rental, utilities, telephone, and other related expenses;
- (E) Printing;
- (F) Long distance charges;
- (G) Deliveries;
- (H) Transportation;
- (I) Insurance, as allowed in § 5.5;
- (J) Bonds, as allowed in § 5.5;
- (K) All building permit costs and fees required by any federal, state or local governmental entity;
- (L) All federal, state and local taxes imposed on labor, construction materials, equipment and services furnished, including transaction privilege, excise, sales, use, personal property and similar taxes, as allowed in § 7.1; and
- (M) All other general and administrative expenses incurred in connection with the Work.

5.2 Insurance and Bond Premiums. CMAR's Reimbursable Construction Insurance and Bond Premiums are the amounts equal to the premiums CMAR is required to pay to secure:

- (A) The Builder's Risk policy CMAR is required to furnish with City's approval as provided in this Agreement;
- (B) The liability insurance CMAR and its Lower Tier Entities are required to furnish under the provisions of **Exhibit F** in connection with the Construction Services; and
- (C) CMAR's statutory payment and performance bonds as provided in §30.3, if the premium has been included in the GMP Schedule approved in writing by City.

5.3 Contingencies. Any line item identified in the GMP Schedule as a contingency ("Contingency") belongs solely to City, and may not be drawn upon or reallocated by CMAR without the Project Manager's prior written approval.

- (A) Draws Including a Contingency. CMAR must include with each monthly Application for Progress Payment an itemization of each draw from the Contingency (by date, payee, purpose and amount of each transfer or payment) made during the Billing Month, together with a copy of City's written approval for the draw.
- (B) Required Designation of Contingency. Unless the GMP Schedule conspicuously designates a line item as a "contingency," the GMP does not include any contingency amount of any kind or nature.

5.4 Allowance. Any line item identified in the GMP Schedule as an allowance item ("Allowance Item") is subject to the following:

- (A) Allowance Use Approval. CMAR will not place any order for any Allowance Item until after City and Project Coordinator have given their approval of the specific item to be selected, its cost, and the resulting adjustment to the GMP.
- (B) Allowance Designation. Except to the extent the GMP Schedule conspicuously designates a line item as an Allowance Item, the GMP does not include any allowance item of any kind or nature.

5.5 CMAR Risk. CMAR bears the sole risk that any element of cost, overhead, or profit might cause the Guaranteed Maximum to be exceeded.

5.6 GMP Savings. If, upon the Work's Final Completion, the Contract Sum is less than an amount equal to the GMP, the resulting amount will belong solely to City.

5.7 GMP Schedule. The GMP is apportioned among the Work's various elements as provided in **Exhibit D** (the "GMP Schedule"). **Exhibit D** may be used by City as a basis for evaluating CMAR's Applications for Progress Payment. To the extent there is any inconsistency between any of the provisions in **Exhibit D**, and any of this Agreement's provisions, this Agreement's provisions govern.

6. Schedules.

6.1 Commencement Date. The date of City's written notice to proceed ("**Notice to Proceed**") will be the Construction Services commencement date.

- (A) City will not issue a Notice to Proceed until City has approved the applicable Construction Documents, and the necessary Permits have been issued.
- (B) CMAR must not commence any Construction Services at the Site until City has first issued a written Notice to Proceed.

6.2 Time of the Essence. Time is of the essence.

6.3 Project Schedule. CMAR must prosecute the Work in a logical and efficient manner in accordance with City's project schedule ("Project Schedule"), attached as **Exhibit E**.

- (A) Initial Project Schedule. Within 15 days of the execution of this Agreement, CMAR must submit an initial Project Schedule, which will include the following:

- (1) Times (number of days or dates) for starting and completing the various stages of the Work, including milestones as specified in CMAR Documents; and
 - (2) A Schedule of Values.
- (B) Adherence to Project Schedule. CMAR must adhere to the major milestone dates of the Project Schedule at all times during the Work, unless it has received City's prior written approval for a deviation from or modification to the major milestone dates of the Project Schedule. CMAR must not depart from the major milestone dates of the Project Schedule without prior consultation with and approval from City.
- (C) Project Schedule Revision. The Project Schedule must be revised at least monthly, or at more frequent intervals as required by the conditions of the Work and Project, but each Project Schedule revision must allow for expeditious and practicable execution of the Work consistent with the Contract Times.
 - (1) The monthly revision will be a condition precedent to any payment otherwise due to CMAR.
 - (2) Each revised Project Schedule must be prepared in sufficient detail to demonstrate for each element of the work its timing, duration, and sequence, all integrated to show a logical order and reasonable critical path consistent with the Substantial Completion and Final Completion Dates.
 - (a) The revised Project Schedule may take into account an appropriate number of weather delays reasonably anticipatable based on experience in the area, but not less than one day per month.
 - (b) Each revised Project Schedule must include activities and logic for mitigating the cost and time impact of any anticipated or potential delays to any critical path elements that CMAR wishes City to consider an Excusable Delay.
- (D) Weekly Progress Meeting. From the Effective Date until Final Completion, CMAR will meet with City every week (or as requested by City or CMAR) to review the Work's progress.
 - (1) In advance of each such meeting, CMAR must provide City a written progress report in the format and detail as provided in **Exhibit E** (each a "Progress Report").
 - (a) The Progress report will identify:
 - (i) Whether the Work is on schedule in accordance with the Project Schedule; or
 - (ii) Whether there are anticipated or potential delays to any critical path elements in the Work's construction, then CMAR must include an

analysis identifying CMAR's plan for making up or mitigating the delay.

- (b) Unless a delay is identified in the Progress Report, CMAR's Progress Report will be its certification that it has not incurred any delays to the critical path elements at least to the extent that a cause for the delay can then be reasonably identified.
- (2) Unless the delay is an Excusable Delay, CMAR must take all actions, at its expense, including working overtime and hiring additional personnel, to comply with such Project Schedule.
- (3) If the delay is an Excusable Delay, the Project Schedule may be modified to the extent mutually agreed upon by City and CMAR.
- (4) Notwithstanding anything to the contrary in this Agreement, CMAR is solely responsible for the timing, sequencing, coordination, and supervision of the Work consistent with the Substantial Completion and Final Completion Dates.
- (5) City's review, acceptance or approval of a Project Schedule or Progress Report provided by CMAR is not:
 - (a) A waiver or bar to any rights or claims City may have against CMAR in the event City subsequently discovers a deficiency in such Project Schedule or Progress Report; and
 - (b) An acceptance of any delay as an Excused Delay, which may only be granted, along with any extension of time, by a Change Directive or Contract Amendment.

6.4 Substantial Completion Notification.

(A) When the Contractor considers that the Work is substantially complete and that items remaining to be completed or corrected can be accomplished within another thirty (30) days, subject to the availability of special order parts and materials, the Contractor must give written notice to the Owner and the Engineer or Architect and request an inspection of the Work as provided in Section 6.4.B. The Contractor's notice and request for an inspection must be accompanied by a comprehensive Punch List describing all items to be completed or corrected before Final Completion and the submittals required by Section 6.4.B. The Contractor must proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents.

(B) In addition to the Punch List, the Contractor must submit the following with its request for a determination of Substantial Completion:

- (1) a use and occupancy permit;
- (2) final test reports as required by the Contract and certificates of inspection and approval required for use and occupancy;
- (3) approvals from, and transfer documents for, all utilities;
- (4) Warranties and Guarantees as provided in this Contract;
- (5) final, approved operating and maintenance manuals;
- (6) all documents and verification of training required in accordance with any Commissioning Plan; and
- (7) Schedule to complete the Punch List and value of Work not yet complete.

(C) Upon receipt of the Punch List, the Engineer or Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete and whether remaining items can be completed or corrected within thirty (30) days subject to the availability of special order parts and materials. The Owner may make a similar inspection. If such inspection discloses any item, whether or not included on the Punch List, which, in the opinion of the Owner or the Engineer or Architect, (i) must be completed or corrected before the Work can be occupied or used for its intended purpose, or (ii) cannot be completed or corrected within thirty (30) days, subject to the availability of special order parts and materials the Engineer or Architect will so advise the Contractor, and the Contractor must promptly complete or correct such item.

(D) Following the inspection and completion or correction of Work required by the Owner or the Engineer or Architect before issuance of a Certificate of Substantial Completion, the Contractor must notify the Owner and Engineer or Architect and request another inspection by the Owner and the Engineer or Architect to determine Substantial Completion. The Contractor must submit a revised Punch List with such notice. The Engineer or Architect will promptly notify the Contractor if the Owner or the Engineer or Architect do not concur that the Work is substantially complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Engineer or Architect until the Work is determined to be Substantially Complete.

(E) When the Owner and the Engineer or Architect concur that the Work is Substantially Complete and that Work remaining to be completed or corrected can be accomplished within a period of thirty (30) days, subject to the availability of special order parts and materials, the Engineer or Architect will prepare a Certificate of Substantial Completion and a revised Punch List. The Certificate of Substantial Completion will fix the Date of Substantial Completion and the time periods within which the Contractor must finish all items on the Punch List accompanying the Certificate.

(F) The Certificate of Substantial Completion and accompanying Punch List must be submitted to the Owner and Contractor for execution, which will constitute their written acceptance of responsibilities assigned to them in such Certificate.

(G) To the extent provided in the Contract Documents or in the Certificate of Substantial Completion, the Owner, upon execution of the Certificate, will assume responsibility for security, operation, safety, maintenance, heat, utilities, damage to the Work (other than damage caused by the Contractor) and insurance.

(H) Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion or the Contract Documents.

(I) Upon execution of the Certificate of Substantial Completion, the Contractor will deliver custody and control of such Work to the Owner. The Owner will thereafter provide the Contractor reasonable access to such Work to permit the Contractor to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

(J) Unless otherwise provided in the Certificate of Substantial Completion, the Contractor must complete or correct all items included in the final Punch List within thirty (30) days, subject to the availability of special order parts and materials, after the Date of Substantial Completion.

(K) At the time of Substantial Completion, in addition to removing rubbish and leaving the building "broom clean," the Contractor must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, replace HVAC filters, clean HVAC coils, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

6.5 Partial Occupancy or Use. The Owner may occupy or use any completed or partially completed portion of the Work at any stage. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, or reduction in liquidated damages, if appropriate, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Engineer or Architect as provided under Section 6.4.B. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer or Architect.

(A) Disagreement as to Substantial Completion. Disagreements between City and CMAR regarding the Certificate of Substantial Completion will be resolved in accordance with provisions of § 11.

6.6 Final Completion. Final Completion must be accomplished by **December 20, 2014** (the "Final Completion Date").

(A) When the Contractor has completed or corrected all items on the final Punch List and considers that the Work is complete and ready for final acceptance, the Contractor must give written notice to the Owner and the Engineer or Architect and request a final inspection of the Work as provided in Section 6.6.B. The Contractor's notice and request for a final inspection must be accompanied by a final Application for Payment and the Submittals required by Section 6.6.C.

(B) Upon receipt of the Contractor's notice and request for final inspection, the Owner and the Engineer or Architect will promptly make such inspection and, when

the Owner and the Engineer or Architect concur that the Work has been fully completed and is acceptable under the Contract Documents, the Owner will issue a Certificate of Final Completion to the Owner. The Contractor's notice and request for final inspection constitutes a representation by the Contractor to the Owner that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents. The Engineer or Architect will promptly notify the Contractor if the Owner or the Architect do not concur that the Work is finally complete. In such case, the Contractor must bear the cost of any additional services of the Owner or the Engineer or Architect until the Work is determined to be finally complete.

(C) Neither final payment nor any remaining retained percentage will become due until the Contractor submits the following documents to the Engineer or Architect, unless otherwise specified in writing by the City:

- (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner), have been paid or otherwise satisfied;
- (2) a release or waiver of liens on behalf of the Contractor and a similar release or waiver on behalf of each Subcontractor and supplier;
- (3) a certificate evidencing that the Contractor's liability insurance and Performance Bond remain in effect during the two-year correction period following Substantial Completion;
- (4) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- (5) consent of surety to final payment;
- (6) other data required by the Owner establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be prescribed by the Owner;
- (7) all warranties and bonds required by the Contract Documents;

(D) If the Contractor is unable to secure from any Subcontractor or supplier a release or waiver required under the Contract, the Contractor must furnish a bond satisfactory to the Owner to indemnify the Owner and any co-obligees under the bond against any lien or claim from such Subcontractor or supplier. The Contractor must also indemnify the Owner for all costs incurred by the Owner in removing, discharging or otherwise settling all Subcontractor or supplier liens or claims, including all personnel and consultant costs and reasonable attorneys' fees.

6.7 Completion Dates Extension. The Final Completion Dates may be equitably extended by Change Directive, or Contract Amendment to the extent the Work's critical path, as shown in the most recent approved Project Schedule, is necessarily delayed by:

(A) City Delay. Any of the following (each a "City Delay") to the extent they necessarily result in unreasonable delays that are not caused or contributed to by CMAR:

- (1) A Change Directive;

- (2) City's failure to make any decision of significance within a reasonable time (not exceed 10 days) after written request from CMAR accompanied by all documents and other information necessary for making the decision; or
 - (3) Any material breach of this Agreement by City.
- (B) Force Majeure. Any of the following force majeure ("Force Majeure") events to the extent they are not caused or contributed to by CMAR, or by any Subcontractor or other person or entity for whom CMAR is responsible:
 - (1) Fire;
 - (2) War;
 - (3) Damage or disruption committed on behalf of any foreign interests to further international political objectives;
 - (4) Injunction in connection with litigation, governmental action;
 - (5) Severe and adverse weather conditions beyond those reasonably anticipatable as of the Effective Date and beyond those required to be accounted for in the Project Schedule in § (C).

6.8 Excusable Delay.

- (A) Excusable delays are delays in the progress of the Work which at the time of the delays were critical path activities as shown on the most recently approved Construction Schedule and which prevent the Contractor from achieving Substantial Completion before the expiration of the Contract Time, caused by conditions which could not reasonably be anticipated by, are beyond the control of, and are without the fault or negligence of the Owner, as set forth in Section 6.8.B, the Contractor or anyone for whose acts the Contractor is responsible. Excusable delays do not include any delays caused in whole or in part by any Subcontractors, Sub-subcontractors or suppliers. There shall be no compensation whatsoever for excusable delays. Excusable delays may, but do not necessarily, include:
 - (1) weather delays;
 - (2) acts of government and regulatory agencies and officials (other than the Owner in its capacity as Owner);
 - (3) catastrophic events such as fire, flood and unavoidable casualties; and
 - (4) strikes or labor disputes.
- (B) Compensable delays are limited to delays in the progress of the Work which at the time of the delays were critical path activities as shown on the most recently approved Construction Schedule and which prevent the Contractor from achieving Substantial Completion before the expiration of the Contract Time, caused solely and exclusively by acts or omissions of the Owner (except actions taken by the Owner acting as a regulatory authority to protect the public health or safety or to conform to law).

- (C) Unexcused delays are delays in Work which at the time of the delays were critical path activities as shown on the most recently approved Construction Schedule and which prevent the Contractor from achieving Substantial Completion before the expiration of the Contract Time, and which are not excusable delays or compensable delays. No increase in the Contract Sum or extension of the Contract Time will be made for an unexcused delay.
- (D) The Contractor must provide written notice of any actual or prospective delay promptly, and in no event later than ten (10) days after the occurrence of the event giving rise to such delay. The notice must be given to the Owner and Engineer or Architect within the specified time. In the case of a continuing delay, the Contractor must provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice must contain all of the specific information required in Section 6.8.E. The Contractor's failure to provide the written notice containing the information specified in Section 6.8.E within the ten (10) days prescribed above will be conclusively deemed a waiver of any claim for delay arising from such occurrence.
- (E) The Contractor's notice must identify those portions of the Construction Schedule affected by the delay and must include an estimate of the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation must include, but is not limited to:
- (1) A written detailed statement of the reasons and causes for the delay;
 - (2) inclusive dates of the delay;
 - (3) specific trades and portions of the Work affected by the delay;
 - (4) status of Work affected before commencement of the delay;
 - (5) effect of the delay on available "float" time;
 - (6) a critical path method (CPM) analysis demonstrating that the delay has affected an activity then on the critical path at the time of the occurrence of the delay as shown on the most recently approved Construction Schedule; and
 - (7) if the Contractor claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond the Contractor's control, and without the fault or negligence of the Contractor or the negligence of anyone for whose acts the Contractor is responsible including any Subcontractor, Sub-subcontractor or supplier; and in the case of a compensable delay, was caused solely and exclusively by the acts or omissions of the Owner (excepting actions taken by the Owner to protect the public health or safety or to conform to law) or anyone for whose acts the Owner is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.
 - (8) If strikes or labor disputes are to be considered as the basis for an excusable delay, they must be documented by data evidencing (i) the trades directly and

indirectly involved in or affected by the strike or labor dispute, (ii) reasons for the strike or labor dispute, (iii) the onset and duration of the strike or labor dispute, and (iv) the measures taken by the Contractor to avoid or overcome the effects of any delay.

6.9 Delay. Upon receipt of a notice from the Contractor of the occurrence of a delay complying with this Contract, the Owner will review the most recently approved Construction Schedule to determine (i) whether the delay is in fact an excusable or compensable delay, and (ii) whether any adverse effects of the delay can be overcome by an adjustment in the Construction Schedule, including the application of any unused "float" time available in the schedule. The Owner may require the Contractor to submit a more detailed Construction Schedule than previously required in order to permit the Owner to evaluate the delay. Based on such review, the Contractor must, if required by the Owner, submit for the Owner's approval a revised Construction Schedule which minimizes the adverse effects of the delay.

(A) No extension of the Contract Time or increase in the Contract Sum will be allowed for any delay or part thereof occurring more than ten (10) days before written notice of the delay is provided by the Contractor. No extension of the Contract Time or increase in the Contract Sum will be made to the extent that performance is, was or would have been suspended, delayed or interrupted by another cause for which the Contractor is responsible. No increase in the Contract Sum will be made to the extent performance was or would have been suspended, delayed or interrupted by another cause for which the Owner is not solely and exclusively responsible.

(B) The Contractor will not receive any compensation for profit, additional bond cost or overhead (which includes extended office overhead and site-specific overhead and general conditions) or any other cost or compensation or any other damages of any kind or nature whatsoever whether incurred by the Contractor, its Subcontractor or suppliers for delay, all of which are irrevocably waived by Contractor where the delay results from performance of additional Work (Change Order or Construction Directive) beyond the Work required by the Contract Documents and the Contractor is paid for the additional Work.

(C) The Contractor acknowledges and agrees that the profit, additional bond cost and overhead (which includes extended office overhead and site-specific overhead and general conditions) if any, incurred by the Contractor in performing work beyond the Work required by the Contract Documents and any and all other costs, compensation or damages due Contractor (including any of its Subcontractors or suppliers), is included in, and payable to the Contractor as part of the Change Order or Construction Directive. Contractor waives any and all other damages and cost of any nature or kind whatsoever including claims for local and cumulative impacts as a result of such Change Order or Construction Directive Work and any and all other claims of any type or nature whatsoever including any claim for loss of productivity or loss of efficiency. The Contractor will be compensated for compensable delays only for actual and direct damages resulting from such compensable delays. Actual direct damages are limited to site specific general conditions and do not include any indirect costs such as home office overhead. The Contractor will be compensated for such actual and direct damages for compensable delays not attributable to performance of Change Order. Work for which the Contractor is not otherwise compensated in an amount not to exceed the lesser of (i) a daily rate computed by dividing eight percent (8%) of the original Contract Sum by the original Contract Time or (ii) a daily rate computed by dividing the Contractor's profit,

bond cost and site-specific overhead (but not home office overhead) for the original Contract Sum by the original Contract Time. The Contractor for itself and its Subcontractors and suppliers, irrevocably waives any and all other compensation and delay damages as a result of any compensable delays, including without limitations any claims for any indirect cost and any claims for loss of productivity or loss of efficiency.

(D) In the event the Owner denies the Contractor's request for a change in the Contract Time or, in the case of a compensable delay, a change in the Contract Sum, the Contractor may, within ten (10) days after such denial, submit a Claim as provided in Article 15. Submissions made prior to the denial must be resubmitted after the denial. Any Claim on account of denial of a change that is not made within such ten (10) days of the denial is deemed waived.

(E) Delay damages.

(1) By executing a Change Order or Contract Amendment, the Contractor represents that the Contractor is not entitled to an increase in the Contract Sum or an extension of the Contract Time beyond that specified in the Change Order or Contract Amendment for the Work performed or to be performed under the Change Order. The Contractor is not entitled to an increase in the Contract Sum or extension of the Contract Time as a result of the issuance by the Owner of Construction Change Directive unless the Contractor asserts a claim as required by this Article 8 and Article 15;

(2) No charges or claims for damages may be made by the Contractor or paid to the Contractor for any delay, disruption, inefficiency, interference or hindrance from any cause whatsoever, whether foreseeable or not, including (i) acts or omissions by the Owner, its agents, employees or consultants, (ii) Contract Documents that are negligently prepared or contain inaccurate statements, or (iii) force majeure and circumstances beyond the Contractor's control. The sole remedy for delays, disruptions or hindrances will be non-compensable time extensions for completion of the Work;

(3) The provisions of the Section 6.8.E.1 and 6.8.E.2 do not apply to claims that meet all of the following conditions: (i) the claim arises under the Contract; (ii) the claim is limited to actual and direct damages (i.e. profit, additional bond costs (if any) and overhead (only site-specific overhead and not including home office overhead)) incurred as a result of a delay in completing the Project which the Contractor acknowledges are fully compensated for by payment of the adjustment amount specified in Section 8.3.11; (iii) the Contract establishes a time limit for achieving Substantial Completion and the claim is for critical path delays that prevent achievement of Substantial Completion of the Contract within that time limit; (iv) the delay for which damages are claimed is caused solely and exclusively by the Owner and/or the County (except as the County acting as a regulatory authority) or anyone for whom they are responsible; (v) the delay is not caused by actions taken by the Owner to protect the public health or safety or to conform to law; and (vi) the Contractor has fully complied with Sections 6.8.C and 6.8.D; and

(4) A time extension may be granted only for an excusable delay that is beyond the Contractor's control and occurs without the Contractor's fault or

negligence. No time extension will be granted in the absence of a written claim for the time extension complying with the Contract.

7. Compensation.

7.1 Taxes.

(A) Reimbursement.

- (1) Subject to the GMP, City will reimburse CMAR for Privilege Taxes paid by CMAR on gross receipts received by CMAR from City to the extent such Privilege Taxes were timely paid by CMAR on that part of CMAR's compensation for Cost of the Construction Services that is subject to state or local privilege taxation under the prime contractor or construction contractor classifications, and are not otherwise exempt from such taxation.
- (2) City will reimburse CMAR for Transaction Privilege Taxes paid by CMAR on amounts received from City for the direct costs paid by its Subcontractors for FFE (excluding Transaction Privilege Tax and without markup for profit and overhead) incorporated in the Project, but City will not reimburse CMAR for any amounts paid as and for Transaction Privilege Taxes by CMAR to its Lower Tier Entities or by a Lower Tier Entities to a Lower Tier Person.

(B) Tax Licenses. CMAR must take all steps necessary to obtain state and local retail tax licenses, issue exemption certificates to vendors, and otherwise perfect its right to be exempt from the payment of Privilege Tax for FFE purchases, and CMAR must require its Lower Tier Entities to also obtain state and retail tax licenses, issue exemption certificates to vendors, and otherwise perfect their rights to be exempt from the payment of Privilege Tax for FFE purchases.

8. **Payments.**

8.1 Draft Application for Progress Payment. Based on draft applications (each a "Draft Application") followed by formal applications for progress payment (each an "Application for Progress Payment"), City will make monthly progress payments on Contract Sum account as provided in this § 8. The Draft Application is for informational purposes only and its submission is not an Application for Progress Payment.

- (A) Period. The period covered by each Application for Progress Payment will be one calendar month (the "Billing Month") ending on the last day of each month.
- (B) Date for Submission. On or before the 25th day of each Billing Month, CMAR will submit to City its Draft Application, which must identify all amounts CMAR expects to invoice for the entire Billing Month.
- (C) Review Meeting. The parties will thereafter meet and make good faith efforts to reach agreement on the Draft Application by the end of the Billing Month, whereupon CMAR will formalize its Application for

Progress Payment for the Billing Month, incorporating all of the agreements reached during the parties' review of the Draft Application.

8.2 Application for Progress Payment. Provided that CMAR has submitted its Draft Application for review as provided above, CMAR may submit its Application for Progress Payment for the Billing Month to City, no earlier than the 1st day of the month following the Billing Month.

- (A) Date for Submission. City will make a Progress Payment, subject to applicable Withholdings, to CMAR not later than 21 days after the date on which the Application for Progress Payment has been received by City, subject to this Agreement.
- (B) One Progress Payment Per Month. Unless City agrees otherwise, CMAR may submit only one Application for Progress Payment in a month and City will make only one Progress Payment in a month to CMAR.
- (C) Progress Payment Application Form. The Application for Progress Payment will be in such form as City may reasonably require, and will be accompanied by the following to City's reasonable satisfaction:
 - (1) A sworn statement of the Cost of the Work furnished during the Billing Month, together with the required form of application as City requires, properly completed so as to allocate all Construction Services and FFE Services according to the most recent City-approved GMP Schedule;
 - (2) An itemized report of the Work performed during the Billing Month;
 - (3) Conditional and unconditional waivers and releases from CMAR and from Subcontractors, Lower Tier Entities, vendors, and others relating to Work for which the Application for Progress payment is requested, or receipt of amounts for which payment has previously been made, as requested by City;
 - (4) CMAR's monthly updated Project Schedule as provided in § 6.4; and
 - (5) Such other evidence substantiating the particulars of CMAR's Application for Progress Payment as may be required by City.
- (D) Complete Application Required. A complete Application for Progress Payment, including all required documentation, will be a condition precedent to CMAR's right to have the Application for Progress Payment reviewed or to receive any Progress Payments.
- (E) Incomplete or Untimely Applications. If CMAR submits an Application for Progress Payment that is incomplete or untimely, in City's reasonable judgment, CMAR must resubmit the Application for Progress Payment, with any applicable corrections.
- (F) Correspondence to Other Documents. CMAR's Application for Progress Payment must be organized so that all back-up for each line item of the Application for Payment corresponds to the most recently City-approved GMP Schedule and that the back-up for the amount requested for each item of the Construction Services, and FFE Services, and each Change

Directive or Change Order is separately provided for and is available for review by City.

- (G) Certification. The Application for Progress Payment must be signed by CMAR, the Architect of Record or the Engineer of Record certifying that:
 - (1) The Work has progressed to the point indicated in the Application for Progress Payment;
 - (2) That the Work is in accordance with the Project Documents;
 - (3) CMAR is entitled to payment in the amount requested; and
 - (4) Applications for Progress Payment to City will not be deemed delivered until actually received by City.
- (H) Review of Work by City. City will have the right to review the Work after receipt of CMAR's application.
- (I) Progress Payment to CMAR. Within 21 days after receipt of the properly completed Application for Progress Payment, City will pay to CMAR the entire amount set forth in the Application for Progress Payment, less any applicable Withholding and less retainage as provided in A.R.S. § 34-607(B).
- (J) Progress Payment to Lower Tier Entities. Within seven days after receipt of payment by City, CMAR will make payment available to its Subcontractors or Lower Tier Entities entitled to payment in accordance with A.R.S. § 34-607(F).
 - (1) If any payment is to be withheld from a Subcontractor as provided by Law, the amount withheld must not be included in the Application for Progress Payment.
 - (2) CMAR bears all costs and damages, without reimbursement, that arise from CMAR's failure to pay Subcontractors entitled to payment in a timely manner as provided by Law, to the extent such payment has been received by CMAR from City.
 - (3) City has no obligation under this Agreement to pay or to be responsible in any way for payment to a Subcontractor or Lower Tier Entities performing portions of the Work.

8.3 Proof of Payment.

- (A) Duty to Discharge Debts and Obligations. All CMAR's debts and obligations for labor, materials, equipment or fixtures incorporated into the Project or any other element of Work, including that shown in any estimate, Application for Progress Payment, requisition or claim and upon which CMAR has received a payment must be paid or discharged.
- (B) Proof. Receipts or vouchers showing payment or discharge must, if City so requires, be provided to City before CMAR will be entitled to receive any other or further payment under this Agreement.
- (C) Joint Check Alternative. At CMAR's election, CMAR may satisfy this requirement by requesting City issue joint checks. However the City will require the CMAR to sign a letter indicating that they are still ultimately

liable for any financial obligations and once the split check is requested it cannot be rescinded except by court order.

9. Final Payment.

9.1 Application for Final Payment. Provided that CMAR has accomplished Final Completion, CMAR may submit an application for final payment ("Application for Final Payment"); however, neither final payment nor amounts retained, if any, will be due until:

- (A) CMAR submits to City an application for final payment with all required documentations in accordance with § 9(2); and
- (B) City has thereafter conducted a review or audit of CMAR's Final Accounting, as defined in § 9(2).

9.2 Application for Final Payment Form. The Application for Final Payment must be in such form as City may reasonably require.

- (A) Required Information. Application for Final Payment must be accompanied by the following to City's satisfaction:

- (1) Waivers and Releases on Final Payment as provided in § 12.1;
- (2) CMAR's accounting ("Final Accounting"), bearing the certificates of CMAR's chief executive and chief financial officers attesting to the completeness and accuracy of the Cost of the Work for which CMAR has received or seeks reimbursement from City;
- (3) Architect of Record or the Engineer of Record certification to City that the Project is complete;
- (4) Proof that CMAR has furnished to City the as-builts, Record Documents, warranties, manuals and other close-out documents required by any of the Project Documents or applicable laws of city, county and state governments, or other authorities with jurisdiction over the Project;
- (5) Certificates that all insurance required by the Project Documents to be in force after Final Payment is made and will be in effect as required;
- (6) Such other documents substantiating the particulars of CMAR's Application for Final Payment (including additional backup for CMAR's accounting) as may be reasonably required by City, the Financing parties and CMAR's Surety;
- (7) Consent of CMAR's surety to the Final Payment; and
- (8) City may require CMAR to submit and meet to discuss a Draft Application for Final Payment, following the procedure provided in § 8.1.

- (B) Audit. City will have thirty (30) days after its receipt of the fully completed Application for Final Payment within which to audit and/or review CMAR's Final Accounting.

(1) CMAR must cooperate with City's review and/or audit by making all of its records available for inspection and copying, answering questions, and otherwise facilitating City's review promptly upon its request.

(2) City's review and/or audit of the Final Accounting will be in whatever detail and scope as City determines, in its discretion; such review or audit may

be conducted by City's employees and/or by independent contractor, as City may engage for that purpose.

- (C) Final Payment. Subject to the exchange of unconditional waivers and releases on Final Payment as provided in § 12.1, City will make the Final Payment to CMAR, within ten (10) days after City has issued its written determination of the amount of Final Payment it will pay to CMAR.
- (D) Payment for Withholding. If applicable Withholding exceeds amounts otherwise payable, CMAR must pay the difference to City within ten (10) days after demand from City.
- (E) Acceptance and Waiver. CMAR's acceptance of Final Payment will constitute a waiver of all Claims or Disputes that have not been timely submitted to City as CMAR Claims prior to CMAR's submission of the Application for Final Payment.

10. **Changes.** Changes in the scope of the Work (including, without limitation, additional and/or deductive Work) or in the Project Schedule (including, without limitation, suspension of all or part of the Work, or an order for acceleration of performance), may be accomplished only by Change Order or Change Directive.

10.1 Change Orders.

- (A) Request for Proposal. If City requests CMAR to submit a proposal for a Change Order, CMAR will do so promptly, within ten (10) days after written request from City, on a form and following a procedure established by Project Manager for the administration of change order proposals, that specifies CMAR's technical proposal for implementation of the proposed Change, together with CMAR's proposal for the resulting adjustment to the Contract Sum and/or Contract Times.
- (B) Acceptance. City may, in its sole discretion, accept or reject the proposal, or attempt to negotiate a modification and any resulting agreement will be reduced to a written Change Order. If the parties cannot reach agreement within ten (10) days after City has received the proposal, City has the right to issue a Change Directive.

10.2 Field Orders. City or Project Coordinator, when reasonable under the circumstances, may issue a written order that makes or authorizes minor deviations in the Work or provides necessary interpretation of the Construction Documents.

- (A) City may issue a Field Order on its own volition or at the request of CMAR.
- (B) Field Orders are for the benefit of CMAR by providing documentation of minor deviations or necessary interpretations of the Construction Documents.
- (C) If CMAR disagrees that the deviation or interpretation is appropriate for a Field Order, it will provide Notice to City of its disagreement and City may issue a Change Directive.

10.3 Authorization Required. CMAR may not perform any Change, or be entitled to any compensation or extension of time, unless CMAR has first received a Change Order or Change Directive or as provided in this § 10.

11. **CMAR's Claims.** CMAR may make a claim for any increase in the GMP or extension of the Contract Times, or both, that is otherwise permissible under this Agreement ("CMAR Claim").

11.1 CMAR's Duty to Mitigation Claims. CMAR must at all times and in all circumstances exercise best efforts to avoid or mitigate any potential impact of a CMAR Claim.

11.2 Notice of CMAR Claim. The right to make a CMAR Claim is subject to the condition precedent that in each case CMAR has submitted a written notice to both the City and the Project Coordinator within five days after CMAR first knew or should have known of the matter, occurrence or event that is the basis for the claim for additional compensation or time ("Notice of Claim").

- (A) Information. The Notice of Claim must furnish sufficient detail to appraise City and Project Coordinator of the basis, include the cause, for the claim, and will include:
 - (1) A reasonable estimate of the amount of compensation or time CMAR anticipates it will request; and
 - (2) A list of action CMAR intends to take in order to mitigate the time and cost impact of the situation given rise to or related to CMAR Claim.
- (B) Supplementation. CMAR must supplement the Notice of Claim during the course of the Work as additional information becomes available.
- (C) Continuing Delays. Only one notice is necessary in the case of a continuing delay that is attributable to the same cause described in the Notice of Claim.
- (D) Waiver. If CMAR fails to submit a Notice of Claim within five days after CMAR first knew or should have known of the basis therefore, CMAR will have waived the right to later submit or prosecute a Notice of Claim arising from such matter, occurrence or event.

11.3 Procedures for CMAR Claim. The procedures of this Section and **Exhibit H** apply to resolution of all Disputes arising from CMAR Claims.

12. **Additional Terms and Condition of Payment.**

12.1 Lien Waivers and Releases. Except as otherwise expressly set forth elsewhere herein, with each Application for Progress Payment, application for release of retention or other withholding, and Application for Final Payment, CMAR must submit lien waivers and sworn statements for the application from CMAR, and lien waivers and sworn statements from all Lower Tier Entities and entities who have furnished labor, Construction Materials, equipment, tools, fixtures, services or other work directly or indirectly to or for CMAR, in form and substance as reasonably required by City, to assure that the Site and Project will be free of liens arising from the Work for which the payment is requested.

12.2 Reservations upon Payment.

- (A) No Determination of Standard. No approval given or payment made by City is intended to be evidence of satisfactory performance of any Work, or of the sufficiency of any applicable application for payment.

- (B) Non-Acceptance. No payment to CMAR will constitute an acceptance of any Work not in accordance with this Agreement's requirements.
- (C) No Waiver of Defective Work. Any application for payment approval pursuant to A.R.S. § 34-607 will constitute approval solely for purposes of making payments and will not constitute a waiver of City's right to have all defective or incomplete Work corrected and performed in accordance with this Agreement, or to later modify or amend a Deficiency Notice or any approval or deemed approval previously given by City.

12.3 Retainage. Retainage will be held by City as additional security for performance of CMAR's obligations, and may be applied by City towards payment of any back-charge, setoff, or other amount payable by CMAR to City.

- (A) Discretionary Reduction of Retainage. After the Work is 50% complete CMAR may submit a request for reduction of the Retainage amount withheld from subsequent Progress Payments.
 - (1) If CMAR has performed its obligations on schedule and is otherwise in compliance with the Project Documents, City will reduce the Retainage amount from future Progress Payments to not less than 5%, subject to City's right to later reinstate 10% Retainage if CMAR thereafter fails to make satisfactory progress under the Project Documents.
 - (2) With the Final Payment, any unapplied Retainage will be released to CMAR.
- (B) Withholding.
 - (1) The amount of each Progress Payment, or Final Payment, otherwise payable to CMAR will be reduced by the following ("Withholding"), as applicable, in addition to Retainage:
 - (a) Sums as permitted under applicable Law on account of:
 - (i) The items identified in all applicable Certificates for Payment and/or Deficiency Notices and amendments thereto; or
 - (ii) Any additional amounts City in good faith believes are necessary to withhold, back-charge, or setoff in order to satisfy or cover any actual or reasonably anticipated loss, liability, damage or judgment that City has incurred or may incur in connection with CMAR's performance or non-performance of this Agreement;
 - (b) Any Liquidated Damages then due.
 - (2) City will make appropriate adjustments to Withholding after final disposition of the matter, condition, event or claim that resulted in such Withholding.
 - (3) If the expense incurred by City is less than the amount withheld, City will release the difference to CMAR within fourteen (14) days after such final disposition.

- (4) If, however, such expense exceeds the unpaid amounts otherwise due, CMAR must pay the difference within fourteen (14) days after demand from City.

12.4 Non-Incorporated Construction Materials. CMAR must not charge City for any Construction Materials that are not incorporated into the Project, unless City has given its written approval.

- (A) Storage of Materials. City may condition on its determination that the Construction Materials are suitably stored and properly secured from casualty, properly insured, and that title has passed to City free and clear of any liens or encumbrances.
- (B) Receipt of Documentation. City may further condition the making of payments with respect to Construction Materials upon receipt of contracts, bills of sale, or other agreements satisfactory to City to establish City's title to the Construction Materials, or otherwise protect City's interest.

- 13. **Project Coordinator.** David Giannetto (the "Project Coordinator"), if applicable to the project, will assist City in this Agreement's administration and overall Project administration.

13.1 Project Coordinator's Authority.

- (A) The Project Coordinator and its personnel has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent and has no authority, express or implied, to bind City to any obligations whatsoever.
- (B) CMAR agrees that it shall look only to City for direction related to the Project.

13.2 Project Coordinator's Duties.

- (A) Project Coordinator is initially empowered to communicate with CMAR, and to review and make recommendations to City regarding:
 - (1) The Work Product;
 - (2) The Services furnished by CMAR in connection with the Project; and
 - (3) CMAR's invoices.
- (B) Project Coordinator may have other duties and responsibilities as City's Representative may designate in writing from time to time.

13.3 Cooperation. CMAR agrees to cooperate with the Project Coordinator so as not to result in any delay in the progress of the Services.

- 14. **Subcontractors and Lower Tier Entities.**

14.1 Subcontractors Unless otherwise agreed upon in writing by City and CMAR, the Construction Services will be performed by qualified Subcontractors and Lower Tier Entities to be selected and engaged as provided in § 14.2.

- (A) CMAR will be responsible and liable to City for the Work's proper and timely performance by Subcontractors and Lower Tier Entities.
- (B) CMAR will be responsible and liable to City for the proper and timely performance of the Work by each Subcontractor, Lower Tier Entities, and any other person or entity who furnishes any Work.

14.2 Subcontractor Selection. Subcontractors will be selected on the basis of qualifications alone, or a combination of qualifications and price, but not price alone, as provided either in City's Subcontractor Selection Plan or in the Subcontractor Selection Plan detailed by CMAR submitted during the selection process.

- (A) The process for Subcontractor selection will include:

- (1) A qualifications and price selection may be a single step selection based on a combination of qualifications and price ,or a two-step selection where the first step is based on qualifications and the second step may be based on a combination of qualifications and price or on price alone;

- (2) CMAR will then determine, with City's advice, which bids or proposals will be accepted;

- (3) CMAR may obtain bids or proposals from Subcontractors from the list previously reviewed and, after analyzing such bids or proposals, will deliver copies of such bids or proposals to City;

- (4) CMAR will not be required to contract with anyone to whom CMAR has a reasonable objection;

- (5) Requests for submittal of qualifications must be in writing, and kept by CMAR in its Project records; and

- (6) Each Subcontract must meet other requirements set forth in § 17.

- (B) Subcontracts. Except as provided in § 14.4, with respect to certain Vendors, each Subcontract must:

- (1) Be in writing;

- (2) Provide for a fixed, or not-to-exceed amount as the Subcontractor's entire compensation;

- (3) State that the Subcontract is subject to this Agreement's terms and conditions and specifically incorporates this Agreement's provisions (except its compensation terms);

- (4) Bind and obligate the Subcontractor to CMAR as CMAR is bound to City under this Agreement;

- (5) State that City is the intended third-party beneficiary of the Subcontract, with the right (but not the obligation) to pursue claims for damages and/or equitable or other rights or remedies directly against Subcontractor for breach of Subcontractor's obligations under the Subcontract, or of any warranty given by Subcontractor, without liability for benefits received, and that City may exercise its rights as third-party if the breach continues without cure for seven days after written notice has been given to CMAR;

(6) Contingently assign the Subcontract to City in the event this Agreement is terminated, subject to City's election to accept the assignment by delivery to Subcontractor of written notice—which City is not obligated to give—but that City is not under any obligation to compensate Subcontractor except for future Work performed after the date of City's election;

(7) Obligate Subcontractor to be joined as a party to any arbitration or other dispute resolution proceeding in which City or CMAR are parties and which arises out of or relates to Subcontractor's performance or nonperformance of the Subcontract;

(8) Include a termination for convenience clause equivalent to § 34.5;

(9) Contain an indemnity that is, at a minimum, equivalent to the provisions of § 30 and identifying, as Indemnitees, all Indemnified parties identified in § 30;

(10) Include any other provision required by the Project Documents;
and

(11) Agree to contract with Lower Tier Entities upon a written agreement with Lower Tier Entities meeting the requirements of § 14.3.

14.3 Lower Tier Entities. Except as provided in § 14.4, with respect to certain Vendors, each agreement between a Subcontractor and Lower Tier Entities, or between any party contracted to provide work or matters on the Project with another party providing work on the Project (each a "Sub-subcontract"), must:

- (A) Be in writing;
- (B) Provide for a fixed, or not-to-exceed amount as Lower Tier Entities' entire compensation;
- (C) State that Lower Tier Entities are subject terms and conditions of, and specifically incorporates to this Agreement's provisions, (except its compensation terms);
- (D) Bind and obligate Lower Tier Entities to Subcontractor as Subcontractor is bound and obligated to CMAR;
- (E) State that City is the intended third-party beneficiary of the Sub-subcontract, with the right (but not the obligation) to pursue claims for damages or equitable or other rights or remedies directly against Lower Tier Entities for breach of Lower Tier Entities' obligations under the Sub-subcontract, or of any warranties given by Lower Tier Entities without liability for benefits received;
- (F) Provide that City may exercise its rights as third-party beneficiary if the breach continues without cure for seven (7) days after written notice has been given to CMAR;
- (G) Consent to the contingent assignment of the Sub-subcontract to City, in the event this Agreement is terminated;
- (H) Obligate Lower Tier Entities to be joined as a party to any arbitration or other dispute resolution proceeding in which City or CMAR is a party

and arises out of or relates to Lower Tier Entities' performance or nonperformance of the Sub-subcontract;

- (I) Include a termination for convenience clause equivalent to § 34.5;
- (J) Contain an indemnity that is, at a minimum, equivalent to the provisions of § 29 and identifying, as Indemnities, all Indemnified parties identified in §29;
- (K) Include any other provision required under the Project Documents.

14.4 Vendors. Each Subcontract or Sub-subcontract with a Vendor must:

- (A) Be in writing;
- (B) Specifically incorporate the requirements of the Drawings & Specifications insofar as applicable to the Construction Materials to be furnished;
- (C) Provide a fixed, or not-to-exceed amount, as the Vendor's entire compensation with all Construction Materials delivered FOB to the Project site;
- (D) Require that the Vendor will, as a condition precedent to the right to deliver any Construction Materials to the Site:

(1) Comply with the insurance requirements of **Exhibit F**; and

(2) Execute an indemnity equivalent to that provided in §29 and identifying, as Indemnities, all Indemnified parties identified in § 29.

14.5 Employment Verification. CMAR will take all steps necessary and appropriate to ensure no employee will be recruited, interviewed, screened and employed in connection with the Work unless CMAR, Subcontractor or Lower Tier Entities, as applicable, verified the employee's authorization to work in the United States in compliance with all applicable Laws, including without limitation, Immigration Reform and Control Act, codified at 8 U.S.C.A. § 1324a, *et. seq.* and Legal Arizona Workers Act, codified at A.R.S. § 23-211, *et. seq.*

14.6 Condition Precedent to Work of Lower Tier Entities. Satisfaction of all requirements of this § 14 is a condition precedent of Subcontractor or Lower Tier Entities' right to commence any Work element and to the payment of any amount otherwise payable to CMAR for the Subcontractor or Lower Tier Entities.

- (A) Compliance Warranty. By permitting a Subcontractor or Lower Tier Entities to commence any Work element, CMAR conclusively warrants to City that all of this Agreement's requirements have been fulfilled and must continue to be fulfilled as to the Subcontractor or Lower Tier Entities.
- (B) CMAR Responsibility for Lower Tier Entities. CMAR is solely responsible and liable to City for the Work's proper and timely performance by each Subcontractor and Lower Tier Entities.
- (C) Copies of Subcontracts. CMAR shall furnish a copy of any Subcontract or Sub-subcontract to City within two (2) days after it is requested by City; however, City shall have no obligation to make such a request, or to review any Subcontract or Lower Tier Entities when received, and no review, non-review, objection or failure to object by City shall relieve

CMAR and its Subcontractors and Lower Tier Entities from their responsibilities for fulfilling this Agreement's requirements.

- (D) Change of Subcontractor Approval. CMAR will not change a Subcontractor after the Subcontractor has been approved by City, without City's written consent to the change.

15. **Self-Performed Work.**

15.1 Selection of CMAR. CMAR, or affiliates or entity under control of CMAR (or any entity composing CMAR), may seek to self-perform portions of the Construction Services only if selected by City following this Agreement's full subcontractor procurement process, and if and only:

- (A) CMAR is selected by City on the basis provided in § 13 in competition with at least two other candidates as determined by City; or

15.2 Contract for Self-Performed Work. If CMAR is selected to self-perform portions of the Construction Services, a written Subcontract will not be required and this Agreement's provisions will be applicable, but City and CMAR will agree prior to work on a written scope and a lump sum or not to exceed line item that will include CMAR's direct and indirect compensation, labor, labor burden, supervision, overhead, and all other costs.

16. **Performance Standards.** CMAR warrants to City that:

16.1 Standard of Care. CMAR, and all of its Subcontractors and Lower Tier Entities, will perform their respective obligations under this Agreement with the professional diligence and care prevailing among highly skilled and experienced commercial contractors and subcontractors with demonstrated ability to timely and properly construct projects equivalent to the Project (the "Standard of Care"), on schedule, within budget, and without latent defects.

16.2 Standard of Work. The Work must be:

- (A) In accordance with the requirements of the Project Documents;
- (B) Free from defects; and
- (C) Fit for City's intended use.

16.3 Standard of Construction Materials. All Construction Materials will be new and in excellent condition, except to the extent specifically provided otherwise in the Project Documents.

16.4 Quality Control. CMAR must establish, maintain, and implement a quality control program that is consistent with that described in the CMP and which is:

- (A) Sufficient to insure proper supervision, examination, inspection, and testing of all item of Work at appropriate intervals, including the work of Subcontractors, Lower Tier Entities, suppliers; and
- (B) Sufficient to assure conformance to the Project Documents with respect to Specifically Described Items, as defined in § 22.2, general workmanship, construction, and equipment (including maintenance, while-idle, and functional performance).

17. **Regulatory Compliance.**

17.1 Duty to Comply. CMAR must comply with all federal, state, county, and local statutes, rules, regulations, codes, ordinances, executive orders, and other legislative, executive, or judicial requirements and/or decisions (collectively, "Laws") applicable to the Work whether or not specifically referenced elsewhere in this Agreement.

- (A) Compliance must include adherence to those laws, rules, and regulations pertaining to contractor licensing, occupational health, safety, disabilities, building codes, construction standards, licensure, social security, employment, workers compensation, immigration, wages, payrolls, health, discrimination, equal employment opportunity, civil rights, storm water, solid wastes, Hazardous Substances, grading, air pollution, water pollution, waste disposal, human remains, land use, historic preservation, endangered or threatened species, navigable waters, waters of the United States and tributaries thereof, and all other Laws applicable to the Work.
- (B) Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, shall mean the latest standard, specification, manual, code adopted by City (and as modified by City), or the latest in time if not adopted by City, unless specifically excepted or modified by City.

17.2 Notification of Investigations. To the fullest extent permitted by applicable Law, CMAR will notify City, and require its Subcontractors and Lower Tier Entities to notify City, in each case within twenty-four (24) hours after a demand for records or notice of audit is received and/or any inspection or other investigation is commenced by any federal, state or local governmental agency that relates to the Work, including, without limitation:

- (A) Any Site inspection or investigation relative to a determination of compliance with any Laws or Permits pertaining to Hazardous Substances, waste, dust control, air quality, water pollution, storm water runoff, endangered species, navigable waters, occupational health or safety; and
- (B) Any inspection, audit or other investigation, whether on or off the Site, that is initiated by any federal or state authorities to verify the immigration and/or worker authorization status of any of CMAR's workers, any Subcontractors, or any Lower Tier Entity or Person.

17.3 City's Rules. City has the right, but not the obligation, to adopt and prescribe from time to time one or more reasonable rules and regulations ("City's Rule(s)") governing parking, access, times of work, noise, behavior towards City's employees, customers, guests or invitees, and such other matters not involving the means, method, techniques or manner of the Work's performance that City deems pertinent to preventing disruption to City's ongoing operations.

- (A) CMAR will enforce, and will be responsible to City for the failure of its employees, or employees of Subcontractors or Lower Tier Entities to comply with City's Rules.

- (B) Compliance with City's Rules will be a condition to the right of any person to enter upon any of City's property, and City has the right to revoke such right of access as to any person who has materially breached any of City's Rules.
- (C) The issuance or non-issuance, enforcement or non-enforcement of City's Rules by City will not relieve CMAR from its sole and exclusive responsibility to City for taking all appropriate precautions, in accordance with applicable Laws, to ensure the health and safety of persons and property with respect to the Work.

17.4 Compliance Assurances. CMAR further warrants to City that CMAR and its Subcontractors and Lower Tier Entities are in compliance with the following:

- (A) Subcontractors and Lower Tier Entities now hold—and, at all times material, will hold—all licenses, registrations and other approvals necessary for the lawful furnishing of the Services;
- (B) Subcontractors and Lower Tier Entities are not—and, at all times material, will not—be debarred or otherwise legally excluded ("Debarred") from contracting with any federal, state or local governmental entity; and
- (C) Except with City's knowledge and consent and if the activity, employment, interest or contribution will not reasonably compromise or appear to compromise their professional judgment or prevent them from serving the best interests of City, Subcontractors and Lower Tier Entities will not:
 - (1) Accept trade discounts;
 - (2) Have a significant direct or indirect financial interest in CMAR or any of its Subcontractors or Lower Tier Entities; or
 - (3) Undertake any activity or employment or accept any contribution.

18. Health and Safety.

18.1 General Safety Duty.

(A) CMAR is solely responsible for the safety and health effects of the Work as it may impact all persons and property whether or not under CMAR's control.

(B) The Contractor shall be responsible for ensuring the OSHA safety standards are met and acknowledges that Contractor has general supervisory authority over the worksite including the power to correct safety and health violations. This would include the power to require subcontractors to correct violations of OSHA. Contractor is responsible for how frequently and closely Contractor needs to inspect to meet OSHA standard of reasonable care.

- (C) CMAR shall at all times:
 - (1) Provide proper traffic control, warnings, and all other measures necessary to protect City and City's employees, invitees, licensees, and agents, and all other third persons from illness,

sickness, death, personal injury or property damage arising from or relating to the Work; and

- (2) Maintain a safe working environment, in full compliance with all applicable Laws relating to occupational health and safety and drugs in the workplace.

18.2 Hazardous Substances. CMAR is responsible for the proper handling of every substance, material and equipment it brings to the Site, and in the conduct of its operations, so as to prevent the release of any Hazardous Substance:

- (A) Remediation. CMAR is responsible for the cost of remediation and all other losses and damages to City resulting from any release by CMAR of any Hazardous Substance.

- (B) Actions upon Discovery. If CMAR discovers material on the Site it reasonably believes to be a pre-existing Hazardous Substance, then CMAR must immediately:

- (1) Notify City in writing of the discovery of the hazard and provide all relevant information;

- (2) Discontinue Work in the affected area leaving the suspected Hazardous Substance uncovered as it was found (taking reasonable precautions to protect persons and property and prevent the movement, spread or disturbance of the suspected Hazardous Substance in accordance with applicable Laws);

- (3) CMAR may resume operations in the affected area only after City has determined by reasonable means that the material is either not a Hazardous Substance or has been mitigated in accordance with applicable Law; and

- (4) If the remedy directed by City results in a delay to the Work's critical path, and if CMAR did not cause, suffer, or permit the release of the Hazardous Substance, CMAR may be entitled to an equitable adjustment of the Contract Times and Contract Sum, subject to § 20.3(E).

18.3 Waste.

- (A) Waste Defined. "Waste" includes any dust, solids, liquids or other form of discardable material that is not a Hazardous Substance.

- (B) Waste Management. CMAR must maintain proper precautions so that the amount of Waste resulting from CMAR's Work is at all times:

- (1) Kept at minimum;
 - (2) Confined within the Site; and

Not permitted to interfere with or disturb City's ongoing operations or the activities of City's employees, customers, guests, invitees, or licensees.

- (C) Waste Removal. All Waste must be removed from the Site each day, pursuant to a plan approved by City, and disposed of at a disposal facility in accordance with applicable Law.

- (D) Contract. CMAR must contract with City for any regular waste removal.

19. **Permits.**

19.1 Duty to Secure. CMAR will timely and proactively apply for, and thereafter coordinate and interface as necessary to secure issuance to City all Permits, licenses and approvals required for the Work.

19.2 Costs of Permits. The cost of permits, licenses, connection fees, and other such fees must be included in the Construction Services Costs, and if CMAR's actions cause the cost thereof due to expediting in order to comply with the Construction Schedule, those costs must be borne solely by CMAR and will not be reimbursed by City.

19.3 Public Hearings. CMAR will attend and participate in all public hearings held by local governmental jurisdictions and utilities in connection with such Permits, licenses and approvals.

19.4 Compliance. CMAR and each of its Subcontractors and Lower Tier Entities must comply with, and give all notices and take all actions required by all permits issued for the Work.

20. **Site.**

20.1 Title to Project Site. City warrants that it owns title to the Project site and that all know easements, licenses, and restrictions that may affect the Project have or will be timely disclosed.

20.2 On-Site Locations.

- (A) Reference Points. City will provide engineering surveys to establish reference points for construction, which in City's judgment are necessary to enable CMAR to begin the Work.
- (B) Site Layout. CMAR will be responsible for laying out the Work, protecting and preserving the established reference points and must not make change relocations without the proper written approval of City.
- (C) CMAR's Responsibilities. CMAR must report to City whenever any reference point is lost or destroyed or a required relocation because of necessary changes in grades or locations, and CMAR will be responsible for the accurate replacement or relocation of the reference points by professionally qualified personnel.

20.3 Improper or Differing Conditions. CMAR warrants and represents that CMAR:

- (A) Inspection. Has inspected the Site's visible portions, reviewed the soils report, and performed other due diligence with respect to the existing conditions of the Project that CMAR considers adequate to verify the conditions of the soils and other conditions at the Site;
- (B) No Defects. Has observed no defects, discrepancies or problems with the Site or in the Project Documents application to the Site that would require further investigation (except those that have been reported to City in writing); and
- (C) Acceptance. Accepts the condition of the soils and the Site as being fit and proper to receive CMAR's Work, except only for concealed or unknown conditions differing materially from those expected to be

encountered, and which could not reasonably have been detected by CMAR's investigation.

- (D) Discovery of Conditions. If, at any time CMAR encounters conditions at the Site that are not suitable for the Work's proper and accurate performance—including, without limitation, deficiencies in the design or in the condition of existing construction, conditions in or beneath the Site that differ materially from indications in the Design Documents, or other improper or differing conditions that may adversely impact the Work and that are not provided for in the Design Documents (collectively, "Improper or Differing Conditions")—CMAR must promptly:
- (1) Discontinue Work in the affected area;
 - (2) Leaving the Improper or Differing Conditions as they are found (taking reasonable precautions for the protection of persons and property);
 - (3) Notify City and Project Coordinator (immediately by phone or email, followed by written notice within 24 hours identifying the Improper or Differing Conditions with specificity); and
 - (4) Await clarification and direction before CMAR proceeds with any Work that may be affected.
- (E) Equitable Adjustment. If the Improper or Differing Conditions were not reasonably anticipatable by CMAR during its Site review, CMAR will be entitled to equitable adjustment of the Contract Times and GMP for any resulting critical path delays or additional expenses incurred by CMAR, subject to §§ 10 and 11.
- (F) Liability and Responsibility. If CMAR proceeds with Work after discovery of an Improper or Differing Condition without notifying City and deferring applicable Work as provided in this section, CMAR will be liable and responsible to City for all resulting losses, liabilities, damages, and expenses and CMAR will have waived any right to prosecute a CMAR Claim arising from the Improper or Differing Conditions.

20.4 Underground Facilities. CMAR will comply with the provisions of A.R.S. § 40-360.21 *et. seq.*, relating to underground facilities, and further:

- (A) Other Owners. CMAR acknowledges that City is not the owner of some underground facilities on or adjacent to the construction site, such as electrical conduit, water irrigation canals and ditches, gas lines, telecommunications lines, and may be owned and operated by other governmental or private entities;
- (B) Information and Data. The information and data shown or indicated on the Design Documents and other site specific documents concerning existing underground facilities at, or contiguous to, the construction site will be based on information and data furnished to City by the owners of the underground facilities or by others;
- (C) CMAR's Responsibilities. City will not be responsible for the accuracy or completeness of the information or data provided by others and CMAR will have the responsibility for the following, the cost of which may be included in the GMP:

- (1) Reviewing and verifying the information and data provided by others;
 - (2) Locating all underground facilities on the construction site or adjacent to the construction site to the extent knowledge of adjacent underground facilities is necessary and reasonable to secure;
 - (3) Coordinating the Work with the owners of the underground facilities during construction;
 - (4) Providing for the safety and protection of all underground facilities affected by the work; and
 - (5) Integrating any underground facility into the Work as necessary.
- (D) Repair and Replacement. City will not be responsible for any repair or consequential damages resulting from CMAR's responsibility to locate underground facilities and appropriately integrate the location into the Work.
- (E) City-Owned Underground Facilities. City will provide CMAR with information and data about the location and characteristics of any underground facility that it owns, generally water and sewer, and CMAR may rely on that information and data.

20.5 Archaeological Deposits. In accordance with A.R.S. § 41-844, if CMAR discovers any archaeological sites or objects, CMAR must promptly report them to City and Director of the Arizona State Museum:

- (A) CMAR will further ensure compliance with the provisions of state law with respect to archaeological sites or objects; and
- (B) CMAR may be allowed an adjustment for time depending on the extent of the work associated with the find and affect of the find on the Work.

21. **On-Site City Activity.**

21.1 Partial Utilization. City may opt to place into use a reasonably divisible part of the Project when that part has reached substantial completion if:

- (A) The Design Documents identify phase of the Project and the part sought to be placed into use has been identified in the Design Documents as a separate phase; or
- (B) City and CMAR agree that the part sought to be placed into use is a separately functioning and usable part of the Work that can be used by City for its intended purpose without significantly interfering with CMAR's timely and proper performance of the remainder of the Work.
- (C) If the Project is not phased and City decides to place a part of the Project into use such that CMAR incurs additional costs or requires additional time, CMAR may present a Claim under § 11.

21.2 Other On-site Work. City may perform other work on-site that is related to the Project using either City's own forces or let contracts for this work, or City may have utility companies, e.g., electric, gas, telecommunications, perform work on the Site. ("Other On-site Work").

- (A) Access. CMAR will assure that the entities handling the Other On-site Work have safe and proper access to the Site and that portion of the Site upon which the Other On-site Work is to be performed.
- (B) Materials and Equipment. CMAR will assure that the entities handling the Other On-site Work have reasonable area and opportunity for the introduction and storage of materials and equipment and reasonable area and opportunity to conduct the Other On-site Work.
- (C) Coordination. To the extent necessary, CMAR will appropriately coordinate the Work with the Other On-site Work.
 - (1) Unless otherwise provided in the Project Documents, CMAR will do all cutting, fitting, and patching of the Work that may be required to make the Work and the Other On-site Work come together properly and be sufficiently integrated.
 - (2) CMAR will not endanger any Other On-site Work while integrating the works.
 - (3) If the Work depends on the Other On-site Work, CMAR will inspect the Other On-site Work and report time to City any delays, defects, or deficiencies that may render it unavailable or unsuitable for CMAR to complete execution of the Work; failure by CMAR to inspect and report will constitute acceptance of the Other On-site Work.
- (D) Compensation. If Other On-site Work is required, but not noted in the Design Documents or other documents upon which CMAR could reasonably rely in preparing the GMP, the following may occur:
 - (1) Written notice of the Other On-site Work will be given to CMAR a reasonable time before this work begins; and
 - (2) CMAR may make a Claim, under the provisions of § 11 if CMAR believes the Other On-site Work will cause CMAR to incur additional expenses or time.

21.3 Transfer of Control. CMAR and City will work to assure that safety of the work site is not compromised, that property site control is maintained, and that proper insurance is in place.

22. **Inspection of Work.**

22.1 City Inspections. City has the right to inspect the Work at any time and to any degree it believes is necessary and reasonable.

- (A) Required Inspections. Certain aspects of the Work will require inspections in accordance with existing Ordinances and regulations of City or the scope of Work as set forth in this Agreement.
 - (1) CMAR must timely arrange and finalize these required inspections and testing.
 - (2) CMAR will pay all costs associated with the required inspections, which costs may be reflected in the GMP, including the costs of any testing or collection of data that is required for the inspection of City.

- (3) CMAR must obtain and provide to City Certifications or warranties required or which reasonably result from the required inspection or testing.
- (B) Cooperation. CMAR will cooperate fully with the inspections of City and City will attempt to coordinate appropriately the inspections with the Work; however, inspections for life or safety issues will be handled by both parties on a priority basis.
- (C) Independent Inspections. City may employ the services of an independent party to conduct any tests or inspections at City's cost and expense.

22.2 Specifically Described Items. If any material, component, or equipment (collectively, an "Item") is specified or described in the Project Document, Construction Document, or other document submitted to City by CMAR or by CMAR to City, by trade, proprietary, or supplier name, that specification or description is intended to establish the specific item that is to be used in the Work.

(A) "Or-equal". If the specification or description contains or is followed by the words "or-equal", other Items may be accepted by City if, in City's sole discretion, if the Item proposed by CMAR prior to use is qualitatively and functionally equal to that named and the Item is sufficiently similar so that no change in the related Work will be required.

(B) Substitutions. If CMAR proposes to use an Item different than that which is specifically named, CMAR must make an application for approval of a substitution to City prior to use or prior to any modification or deviation intended to accommodate the use.

(1) CMAR must submit a request for substitution in writing to City.

(2) CMAR must submit with the request for substitution the following:

(a) Information about the Item sufficient for City to make a determination if the Item is essentially equivalent to that named and is an acceptable substitute.

(b) Any effect the substitution may have on timely achievement of the Substantial Completion date;

(c) Any cost or credits that will result from the substitution must detail; and

(d) Any other relevant information requested by City.

(F) City approval of any substitute Item will be within its sole discretion.

(G) CMAR is responsible for the costs associated with making the request for substitution, including the cost of obtaining the data.

22.3 Uncovering Work. City or Project Coordinator may require CMAR to uncover Work for inspection and testing.

(A) Builder's Responsibility. If the Work had been covered without CMAR's compliance with all applicable inspection and approval requirements of the Project Documents, CMAR must properly remedy or replace all nonconforming or deficient Work, and adjacent property

damaged thereby, to City's satisfaction, and CMAR must pay the costs City reasonably incurs in connection with uncovering, testing, inspection and remedial work, subject to § 11.

- (B) City Responsibility. If the Work had been covered in accordance with all applicable inspection and approval requirements of CMAR Documents, City will pay the costs CMAR reasonably incurs in connection with the uncovering, testing, inspection, remedial and restoration work, subject to § 11.

22.4 Rejected Work. CMAR must promptly, so as not to interfere with the Contract Times, remove and replace, at CMAR's expense, any Work that is rejected by City or Project Coordinator as defective, contrary to CMAR's warranties, or otherwise not in accordance with the Project Documents.

22.5 City's Remedy. If CMAR does not correct such deficient or nonconforming Work within seven (7) days (or to initiate any work that would reasonably take longer than seven (7) days) after receipt of written notice from City to do so, City may, without prejudice to any other remedies it may have, take whatever steps are necessary to correct the deficient or nonconforming Work, and CMAR will pay City the costs City reasonably incurs in connection with the remedial and corrective Work.

23. **Warranties.**

23.1 CMAR Warranty. At any time within two years after Final Completion of the Work, CMAR must, at CMAR's sole expense, within twenty (20) days of written notice from City, uncover, correct, and remedy all defects in CMAR's Work or any defects in work that CMAR has accepted pursuant to § 22.

23.2 Third Party Warranties. If any other Contract Document or third party warranty provides for a period longer than two years, the longer period applies.

23.3 Remedial Work. CMAR, at CMAR's sole expense, will properly restore any of the Work or other property that is damaged by reason of any remedial Work, to City's satisfaction.

- (A) Warranty on Remedial Work. All remedial Work will have an extended warranty equal to the later of Final Completion or six (6) months after completion of the remedial Work.
- (B) Self-Help. If CMAR fails to correct any defects in accordance with this call-back warranty, then City may correct the defects and CMAR must reimburse City for all expenses incurred by City.
- (C) Non-exclusivity. This express call-back warranty is given in addition to, and without any limitation on, any other claim, right or remedy City may have under this Agreement or applicable Law including, without limitation, any claim, right or remedy arising from tort, contract breach, license bond, recovery fund, latent defect, breach of the implied warranty of habitability, CMAR's violation of any Law, or any other claim, right or remedy, whether discovered before or after the above described call-back period (as may be extended above).
- (D) No Fault of CMAR. This express call-back warranty excludes remedy for damage or defect caused by abuse, modifications not executed by CMAR, improper or insufficient maintenance, improper operation, or normal wear and tear usage.

24. **Liens and Stop Notices.**

24.1 Title to Work. CMAR warrants that title to all Work covered by an Application for Progress Payment or Application for Final Payment will pass to City no later than the time of payment.

24.2 Work Free of Liens. CMAR further warrants that, upon Application for Progress Payment or Application for Final Payment submittal, all Work for which Certificates for Payment have been previously issued and payments received from City must, to the best of CMAR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances.

24.3 Duty to Remove Liens. In the event any document intending to give rise to a lien, or any other claim is asserted, filed, or maintained against the Project or City contrary to the foregoing warranty by CMAR, Subcontractor, or any Lower Tier Entity or Person, then CMAR agrees to cause such lien or claim to be satisfied, removed, or otherwise discharged at its own expense, by payment, bond or otherwise, within ten (10) days from the lien's filing date.

24.4 City's Remedy for Liens. While state law precludes the filing of liens against public property, liens cause City to incur unnecessary legal fees and costs in their removal. Therefore:

- (A) City right to Action. If CMAR fails to take such action promptly after notice from City, then City has the right, in addition to all other rights and remedies under the Project Documents and at Law, to cause each such lien or claim to be removed, satisfied or discharged by whatever means City chooses.
- (B) Costs and Expenses. CMAR will be responsible for the entire cost and expense of this action, including reasonable attorneys' fees and expenses incurred by City, and will remit payment for these costs and expenses immediately upon demand by City.

25. **No Waiver.** Any review or approval given, or payment made, by City or any of its representatives does not:

25.1 Constitute acceptance of CMAR's Work or of the sufficiency of any request for payment;

25.2 Operate as an acquiescence to, or waiver of, any departure from, or CMAR's failure to perform in accordance with, any of this Agreement's requirements;

- (A) Constitute approval of:
- (B) The adequacy, form or content of any Subcontract; or
- (C) Any actions taken by CMAR or by any Subcontractor.

25.2 Relieve CMAR or any Subcontractor of any obligations or responsibilities under this Agreement;

25.3 Be accepted as evidence of satisfactory performance of any Work; or

25.4 Diminish in any manner City's rights and remedies under this Agreement.

26. **CMAR's Warranties and Representations.**

26.1 Warranty. CMAR represents and warrants the following to City (in addition to the other representations and warranties contained in the Agreement) as an inducement to City to execute this Agreement:

- (A) Financial Condition. That it and its affiliated entities are financially solvent and able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under this Agreement, provided that City satisfies its payment and other obligations under this Agreement;
- (B) Performance Ability. That it is able to furnish the Construction Services and FFE Services required to complete the Project and perform its obligations hereunder, provided that City satisfies its payment and other obligations, and that CMAR has sufficient experience and competence to do so;
- (C) Litigation Status. There are no pending or threatened actions or proceedings which might materially impair it or its affiliated entities' ability to satisfy its obligations hereunder;
- (D) Legal Status. That it, or the prime contractor that is a part of a CMAR entity, is licensed by the Arizona Registrar of Contractors to perform construction and that all its construction Subcontractors and Lower Tier Entities also will be so licensed; and
- (E) Proper Authorization. That execution of this Agreement and its performance are within its authorized powers.

26.2 Survival. These representations and warranties survive this Agreement's execution and delivery and the Project's final completion.

27. **CMAR Relationship to City.**

27.1 CMAR's relationship to City is in all respects that of an independent contractor.

27.2 CMAR is solely responsible for the means, manner, method, supervision, performance, coordination, safety programs, or control of the Work to be performed by CMAR.

27.3 CMAR is not and will not be found to be an employee or member of City for any purpose.

27.4 This Agreement will in no respect be construed to create a partnership, joint venture, or agency between the parties.

27.5 Neither party has right or power to bind or obligate the other party for any liabilities or obligations without the other party's prior written consent.

28. **Assignments.**

28.1 City Assignment. City may assign or transfer this Agreement without CMAR's consent.

28.2 City Financing. CMAR agrees that if City assigns this Agreement to any lender or other third party source of funding for the Project (each, a "Financing Party");

- (A) CMAR will cooperate with any such assignments, and will execute any consents, assignments and other instruments reasonably required to facilitate the assignments;
- (B) CMAR will cooperate with any inspectors engaged by a Financing Party to observe or inspect the work; and
- (C) CMAR will execute any documents that the Financing Party reasonably requests it to execute in connection with its review of any of CMAR's Work or any of City's requests to Financing Party for disbursements on account of the Work.

28.3 CMAR Assignment. CMAR will not, without City's prior written consent, which may not be unreasonably withheld, do the following:

- (A) Sell, transfer, assign or delegate any interest in this Agreement or any rights or CMAR's obligations; or
- (B) Until Final Payment is made, cause, suffer or permit:
 - (1) Any sale, transfer or assignment of any stock, membership or other equity ownership interest in CMAR, or
 - (2) The issuance of any new stock or other equity ownership in CMAR.

28.4 Void Assignments. Any transfer, sale, assignment, delegation, or issuance of any stock, membership, or other interest in CMAR without City's written consent is void.

29. **Indemnity.**

29.1 Duty to Indemnify, Defend, and Hold Harmless. To the fullest extent permitted by Law, CMAR will indemnify, defend and hold harmless City and its elected officials, officers, employees, agents, consultants, sub-consultants, representatives, and agents (individually, an "Indemnified Party"; collectively, the "Indemnified Parties") for, from and against any and all third-party claims, demands, causes of action, damages (including compensatory, consequential, liquidated, and punitive), judgments, penalties, settlements and all other losses arising (collectively "Claim") from the performance or nonperformance of this Agreement by CMAR or of a Subcontractor, Lower Tier Entities, or any other person or entity for whom CMAR is responsible and all attorneys' fees, consultants' fees, court costs (whether or not taxable by statute), and expenses incurred by each Indemnified Party.

29.2 Extent of Indemnification.

- (A) This indemnification is comprehensive and encompassing to the maximum extent permitted by Law and includes, but is not limited to, a Claim, just or unjust, of any kind, nature or description whatsoever, whether sounding in a tort, warranty, contract (including breach of this Agreement), equity, a statute, or any other theory of liability, and whether Claim is based on an alleged death, personal injury, sickness, conversion, breach of contract, breach of warranty (express or implied), breach of representation, defective work not remedied, lien, stop notice, property damage (including property damage to the Work), patent infringement, copyright infringement, loss of use and all other economic

loss, release of a petroleum byproduct or other substance regulated by applicable Law, legal violations or other claimed damage.

- (B) This indemnity is in addition to and will not be deemed to limit any other indemnity given by CMAR.

29.3 Defense of Indemnified Party. CMAR will defend each Indemnified Party under this indemnity at CMAR's expense with counsel reasonably acceptable to the Indemnified Party, subject to the following:

- (A) The Indemnified Party has the opportunity to participate in the defense against the Claim;
- (B) If there are potential conflicting interests that would make it inappropriate for the same counsel to represent both CMAR and the Indemnified Party, or the Indemnified Party has defenses available to it that are not available to CMAR, then the Indemnified Party may select separate counsel to represent it at CMAR's expense;
- (C) No settlement or compromise can be effected by CMAR without the prior consent of the Indemnified Party; and
- (D) If CMAR does not, within fifteen (15) days after receipt of Notice from the Indemnified Party (or such shorter period of time as may be necessary to avoid a default on a Claim), give Notice to the Indemnified Party of CMAR's election to assume the defense of the Claim, the Indemnified Party has right to undertake, at the expense and risk of CMAR, the defense, compromise or settlement of the Claim.

29.4 Negligence of Indemnified Party. The foregoing obligations to indemnify, hold harmless and defend apply even if a Claim results in part from the negligence of an Indemnified Party, but, in such event, the ultimate liability of CMAR is only to the extent the Claim is found to have resulted from the negligence of CMAR or of any Lower Tier Entity or Person.

- (A) In no event, however, will an Indemnified Party be indemnified for a Claim to the extent it results from the negligence of the Indemnified Party or the Indemnified Party's agents, employees or indemnity as provided in A.R.S. § 34-226.
- (B) An Indemnified Party's acting or failing to act in reliance on promises, representations or agreements made by CMAR in the performance of the Work may not be considered negligently or knowingly acting or failing to act by the Indemnified Party.

30. Insurance Requirements.

30.1 Insurance Obligation. CMAR must, prior to beginning work on the Project. And as a material obligation to City and a condition precedent to any payment otherwise due to CMAR, furnish and maintain, and cause its Subcontractors and Lower Tier Entities to furnish and maintain, insurance in accordance with the Insurance Requirements attached as **Exhibit F**.

- (A) Force Placement. In the event CMAR fails, or any Subcontractor or Lower Tier Person fails, to maintain all insurance as provided in **Exhibit F**, City may, in addition to, and without prejudice to any other

remedies available to it under this Agreement or applicable Law, on two (2) days notice, purchase equivalent insurance.

- (B) Reimbursement for Force Placement. CMAR will reimburse City upon demand, or, at City's option, by way of withholding from amounts otherwise due to CMAR, for all expenses City incurs in connection with obtaining such insurance.

30.2 Risk of Loss.

- (A) CMAR bears the risk of loss to all materials, equipment, fixtures, supplies, or other Work element, whether in transit, stored off-site, or stored or housed on site, until these have been incorporated into the Project, at which time CMAR risk of loss will be addressed in accordance with the other portions of this Agreement.
- (B) CMAR is solely responsible for insuring all such materials, equipment fixtures or other Work element from loss until such materials, equipment, fixtures or other elements have been physically incorporated in the Project, at which time CMAR risk of loss will be addressed in accordance with the other portions of this Agreement.

30.3 Bonds. Upon this Agreement's execution, CMAR must furnish Payment and Performance Bonds required under the provisions of A.R.S. § 34-608 prior to beginning work on the Project. The forms of the bonds will comply with the statute and be provided by a surety approved by City.

30.4 Builder's Risk Insurance. CMAR will furnish an all risk property insurance ("Builder's Risk") for the replacement value of the Work performed.

- (A) Form. The form of policy for this Builder's Risk coverage must be non-reporting, in completed value with no co-insurance, and valued at replacement cost with non-standard (broad) form all risk policy.
- (B) Coverage Value. The value utilized must be 100% of the completed value (including Contract Amendments) of the renovation, repairs or construction.

30.5 Other Property Lost Coverage. Insurance against loss of tools, equipment, or otherwise not to be incorporated in the Work, but required for the Work's prosecution, is CMAR's responsibility.

- 31. **Records.** CMAR must keep full and detailed accounts and exercise controls as may be reasonably necessary for the Work's proper financial management using accounting and control systems reasonably satisfactory to City.

31.1 City and its properly authorized representatives—who may be City employees or independent contractors as determined by City—will be afforded access at all times on reasonable advance notice to all CMAR's tangible and electronic records received or generated in connection with the Project, including, without limitation, records, books, correspondence, instructions, drawings, receipts, contracts, subcontracts, vouchers, memoranda, electronic data bases and other electronically stored data and printouts thereof, and similar data relating to this Agreement ("Project Data").

- (A) Project Data availability is intended to allow for audit, review, inspection and copying, at the Site or at CMAR's offices if these offices are located in Maricopa County, Arizona.

- (B) Access will be available during regular business hours.
- (C) Project Data will be available for this inspection until after City has issued its Final Payment or final resolution of any claims pending as of the date of Final Payment, whichever date is later.

31.2 CMAR must include this provision in its Subcontracts and Sub-subcontracts affording City similar access for audit, inspection and copying, to all of the hard copy and electronically stored Project Data of CMAR's Lower Tier Entities.

32. Equal Employment Opportunity.

32.1 Non-Discrimination Policies. CMAR must develop, consistently implement, and effectively maintain non-discrimination policies.

- (A) Duty to Not Discrimination. CMAR and CMAR's Subcontractors and Lower Tier Entities must not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
- (B) Affirmative Action. CMAR must take affirmative action to insure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, or national origin. This affirmative action includes, but not be limited to, the following:
 - (1) employment;
 - (2) upgrading;
 - (3) demotion or transfer;
 - (4) recruitment or recruitment advertising;
 - (5) layoff or termination;
 - (6) rates of pay or other compensation; and
 - (7) selection for training, including apprenticeship.

32.2 Notices of Non-Discrimination Policies. CMAR will post in conspicuous places, available to employees and applicants for employment, notices that set forth the non-discrimination policies and CMAR and CMAR's Subcontractors and Lower Tier Entities will, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

33. Immigration Law Compliance: CMAR, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

Any breach of warranty under this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

City retains the legal right to inspect the papers of any CMAR or subcontractor employee who performs work under this Agreement to ensure that CMAR or any subcontractor is compliant with the warranty under this Section.

City may conduct random inspections, and upon request of City, CMAR shall provide copies of papers and records of CMAR demonstrating continued compliance with the warranty under this Section. CMAR agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.

CMAR agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon CMAR and expressly accrue those obligations directly to the benefit of the City. CMAR also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

CMAR's warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement.

The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

34. **Termination.**

34.1 For Cause. City has the right to terminate this Agreement without notice if CMAR:

- (A) Fails to maintain insurance required by this Agreement;
- (B) Violates any applicable Law regulating Hazardous Substances, occupational health, job safety, or environmental matters;
- (C) Jeopardizes the health, safety or welfare of persons or property;
- (D) Is Debarred by any governmental entity (in which event the termination will be effective as of the date of the sanction or debarment); or
- (E) Abandons the Work.

34.2 For Breach. If this Agreement is breached by CMAR, City may terminate this Agreement if CMAR fails to cure the breach within seven (7) calendar days after delivery of written notice specifying the breach or within such longer period of time as City may agree to in writing.

34.3 Remedy after Termination. If this Agreement is terminated, CMAR will immediately stop Work and remove its employees from the Site, and City may, without prejudice to any other right or remedy available in law or in equity, complete the Project through alternate means in whatever manner City deems appropriate, and City may, at its election, take possession of and use the materials, equipment, tools and machinery of CMAR, a Subcontractor, or any Lower Tier Entities.

34.4 Payment after Termination. CMAR will have no right to any further payment until after City has completed the Project and determined the amount of its costs, and expenses and damages resulting from the termination.

- (A) If the unpaid balance of the Contract Sum exceeds the costs City incurs to complete the Project, plus other expenses and damages incurred by

City resulting from CMAR's breaches of this Agreement, City will pay CMAR the difference.

- (B) If the expense of completing the Project, plus City's damages, exceeds such unpaid balance CMAR will pay the difference to City upon demand.

34.5 For Convenience. City may terminate this Agreement as to all or any part of the Work for convenience at any time without cause upon five (5) days written notice

- (A) Notice of Termination for Convenience. Notice of termination for convenience:
 - (1) Will be provided no less than five (5) days before cessation of work;
 - (2) Will specify the date of termination for that part of the Work; and
 - (3) Will direct the sequence and manner in which the termination will be implemented.
- (B) Payment after Termination for Convenience. Upon termination for convenience, City will pay CMAR the reasonable value of all Work furnished to the date of termination, including costs necessarily incurred, reasonable costs of demobilization and shut down, and reasonable overhead and profit on Work performed, but excluding any profit or overhead on unexecuted Work.
- (C) Limitation on Termination Compensation. Irrespective of the reason for termination or the party terminating, the total sum paid to the Construction Manager shall not exceed the Contract Construction Price, as properly adjusted, reduced by the amount of payments previously made and penalties or deductions incurred pursuant to any other provision of this Contract For Construction, and shall in no event include duplication of payment.

34.6 Abandonment.

- (A) City's Right to Terminate. In the event CMAR or any Subcontractor or Lower Tier Entity suspends or terminates its performance under the Agreement for any reason, City has the right to suspend or terminate all or any part of the Agreement and finish the suspended or terminated Work by whatever means City determines is expedient.
- (B) Replacement. To preclude termination, CMAR must replace Subcontractor or Lower Tier Entity within five (5) days by procurement of a Subcontractor or Lower Tier Entity that is reasonably acceptable to City.
- (C) Withholding of Payments. If the abandoning Subcontractor or Lower Tier Entity is not timely replaced, City may complete the Work at CMAR's expense, in which case:
 - (1) CMAR will not be entitled to receive any further payment hereunder until:

- (a) The entire Project is complete; and
 - (b) All direct and indirect costs incurred by City to complete CMAR's Work, plus a reasonable allowance for City's overhead and profit, has been determined.
- (2) Direct and indirect costs and the allowance for overhead and profit will apply against the Contract Price and, if the cost to complete the Project is greater than the amount due CMAR, CMAR will pay that difference immediately to City.

35. **Dispute Resolution.**

35.1 Each claim, controversy and dispute (each a "Dispute," collectively, "Disputes") will be initiated and resolved as provided in **Exhibit H**.

35.2 CMAR will continue performance of the Work pending resolution of any CMAR Claim, or of any Dispute unless otherwise directed by City in writing.

36. **Notices.**

36.1 Any communication or notice required to be issued or given under this Agreement will be effective only if:

- (A) Notice is in writing; and
- (B) Delivered to the physical or electronic address given in § 3 on a business day observed by City ("Business Day"):
 - (1) in person;
 - (2) by private express overnight delivery service (delivery service charges prepaid);
 - (3) certified or registered mail (return receipt requested); or
 - (4) electronic mail, if confirmation of receipt is given and received.

36.2 A notice will be deemed delivered to the party:

- (A) As of the date of receipt if received before 5:00 PM on a Business Day at the address for Notices identified in § 3; or
- (B) As of the next Business Day if received after 5:00 PM on a Business Day at the address for Notices identified in § 3.

36.3 The party giving Notice will have the burden of proof as to the time and place of delivery.

36.4 A party may only change its Representative or the information for giving Notice by giving Notice of the change if done in writing and in accordance with this Section.

36.5 CMAR or City may change the name of a representative and/or information for Notices under this Agreement, by giving Notice of the change in accordance with this Section at least ten (10) days prior to the change.

37. **Miscellaneous.**

37.1 Contract Amendment. The parties may, at any time, modify this Agreement by written agreement ("Contract Amendment") signed by City Manager or their designee and CMAR, and, upon its execution, the Contract Amendment will be a Contract Document.

37.2 Integration. This is the entire agreement of City and CMAR, and it supersedes all negotiations and any prior agreements between them relating to the Work. No other documents are included unless incorporated herein by reference.

37.3 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

37.4 Successor and Assigns. This Agreement will insure to the benefit of and be binding on the parties' successors and assigns.

37.5 Rights and Remedies.

- (A) All rights and remedies provided in this Agreement are cumulative and the exercise or assertion of one or more rights or remedies will not affect any other rights or remedies allowed by Law or equity or this Agreement.
- (B) Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement's provisions, or with respect to any occurrence, operates as a waiver with respect to such provision or occurrence thereof.
- (C) No single or partial exercise of any right, remedy, power or privilege precludes any other or further exercise of the same or of any right, remedy, power or privilege.

37.6 No Waiver. No waiver is effective unless it is in writing and is signed by the party asserted to have granted such waiver.

37.7 Severability. If any provision of this Agreement is held by any court to be void or unenforceable, that provision will not affect the validity of the other provisions.

37.8 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification provision, insurance requirement, and every other right, remedy and responsibility of City or CMAR under this Agreement will survive the Project's completion, or this Agreement earlier termination.

38. **Conditions Precedent.** This Agreement's effectiveness, and City's obligations hereunder, are contingent upon City's written confirmation to CMAR that each of the following contingencies have been fulfilled:

38.1 Funding. City has allocated funds specifically for the purpose of the Project or has secured financing it deems satisfactory for the Project.

38.2 Approval. This Agreement has been approved by the Surprise City Council.

39. **Exhibits.** The following exhibits are incorporated by this reference:

<u>Exhibit</u>	<u>Title</u>	<u>First Reference</u>
A	Definition Index	§ 1
B	The Project	Recital A
C	The Work; Key Personnel	Recital B; § 3.2(C)
D	GMP Schedule	§ 5.10
E	Project Schedule	§ 6.4
F	CMAR's Insurance Requirements	§ 30
G	Forms of Payment and Performance Bonds	§ 30.1
H	Dispute Resolution Procedures	§ 35

[Remainder of page intentionally left blank. Signatures of the parties appear on the following page.]

IN WITNESS WHEREOF, City and CMAR enter into this agreement as of _____,
2014 (the "effective date").

CITY OF SURPRISE

City Manager

Date:_____

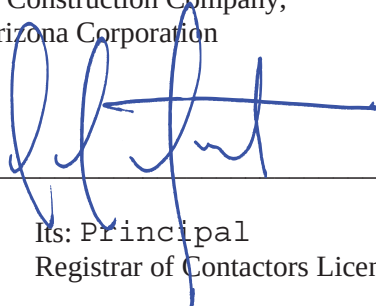
Approved as to Form:

City Attorney

Attestation:

City Clerk

Felix Construction Company,
an Arizona Corporation

By:  _____

Its: Principal

Registrar of Contactors License: ROC 083020 B-01

Date: 03.05.2014

EXHIBIT A

DEFINED TERMS AND INDEX

DEFINED TERMS

[Any plural of a defined term will have the same meaning logical as its singular.]

"Change Directive" means a written directive issued by City specifying the required Change, together with City's determination of the corresponding adjustment (if any) in the Contract Sum and/or Contract Times.

"Change Order" means a written amendment to this Agreement, executed on behalf of City and CMAR that specifies the Change, and the adjustment to the Contract Sum and/or Contract Times.

"Construction Documents" means those stamped and sealed documents containing all of the elements required in this Agreement and prepared by a registered design professional in connection with the Work that have been accepted by both CMAR and City and approved and released for construction by the applicable governmental permitting authorities.

"Construction Materials" means all fixtures, materials, and supplies provided for incorporation in the Project.

"Project Documents" include:

- this Agreement and any amendments,
- Design Documents,
- Construction Documents,
- any Change Orders, Change Directives, or Field Orders,
- Notice to Proceed,
- Project related specifications and drawings,
- permits,
- FFE Procurement Schedules,
- provisions of the required bonds and insurance policies, and
- other documents identified in **Exhibit B**.

"Construction Services" means all procurement and construction services of every kind and description, including all construction services, expertise, labor, materials, equipment, tools, utilities, supervision, coordination, scheduling, permitting, shop drawings, transportation, insurance, testing, inspection, procurement, installation and other facilities and services of every kind and description, and calculations incidental and required in connection therewith and as further described in **Exhibit C**.

"Excusable Delay" means a delay that that City determines has or will cause the Project Schedule not to be met as a result of an event that is not attributable in any manner to CMAR's actions or inactions, or attributable in any manner to the actions or inactions of any entity under CMAR's control or direction, and cannot be avoided or mitigated by CMAR's best efforts. A Force Majeure event, as defined in § 6.7(B), would constitute an Excusable Delay.

"FFE" means the furniture, fixtures, and moveable equipment and other items of Work that are required for the completed Project. City may distinguish between furniture, fixtures, and moveable equipment that will be provided by City outside CMAR's scope and that which CMAR will provide as a part of this Agreement.

"Final Completion" means the date when all of the following have occurred:

- (a) All punch list items have been completed to the satisfaction of the governmental permitting authority;
- (b) A permanent certificate of occupancy has been secured;

EXHIBIT A

DEFINED TERMS AND INDEX

(c) The Engineer or Architect of Record has accepted the Project and submitted the property Certificate of Final Completion to City; and

(d) City has accepted the Project.

"Hazardous Substance" means any element, compound, mixture, solution, particle or substance which is or may become dangerous, or harmful to the health and welfare of life or the physical environment if not used, stored or disposed of in accordance with applicable law, such as, but not limited to, explosives, petroleum products, radioactive materials, hazardous wastes, toxic substances and related materials, and including without limitation: (1) any substance or material included within the definitions of "hazardous substances," "hazardous wastes," "special wastes," "regulated substances," "Hazardous Substances," "toxic substances," "hazardous pollutants" or "toxic pollutants" in any of the Resource Conservation and Recovery Act, 42 U.S.C. § 9601, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 6901, the Toxic Substances Control Act, the Clean Air Act and/or the Clean Water Act, as the foregoing may be amended from time to time, or any regulations promulgated, and any analogous state, local or other governmental laws, rules or regulations; (2) any "PCBs" or "PCB items," as defined in 40 CFR § 761.3; and (3) any "asbestos," as defined in 40 CFR § 763.63.

"Lower Tier Persons" means collectively any entity except the CMAR and a Subcontractor of the CMAR that is contracted to furnish any labor, equipment, professional services, Construction Materials or other Work.

"Punch List" means, collectively, unfinished items of the construction of the Project, which unfinished items of construction are minor or insubstantial details of construction, mechanical adjustment or decoration remaining to be performed, the non-completion of which would not materially affect the use of the Project, and which are capable of being completed within thirty (30) days of Substantial Completion, subject to the availability of special order parts and materials.

"Subcontractor" means any person or entity, including materialmen, which has a direct contract with CMAR to furnish any element of the Work. The prime contractor of CMAR is not a subcontractor.

"Substantial Completion" of the Work means the date when all of the following have occurred:

- (a) The Work is approved by City and substantially complete;
- (b) The applicable permitting authorities have each issued their respective written approvals of the Work as being sufficiently complete so that it may lawfully be occupied by City for City's intended use;
- (c) The Engineer or Architect of Record has accepted the Project and submitted the property Certificate of Substantial Completion to City certifying that the work is substantially complete; and
- (d) Subject only to specified punch list items.

"Vendor" means a Subcontractor or Lower Tier Entities who sells, but does not attach or install Construction Materials that are not specially manufactured or fabricated for the Project.

"Withholding" means the amount of each Progress Payment, Final Payment, or other amount otherwise payable to CMAR will be reduced for the reasons provided in this Agreement.

EXHIBIT A

DEFINED TERMS AND INDEX

“Work” means that activity required for the timely, cost-effective, and proper design, engineer, construct, and commission of the Project. Work includes and is the result of CMAR performing, furnishing, and incorporating as necessary all labor, materials, and equipment into the construction of the Project, and CMAR performing, furnishing, or making provision for the services and documents required by this Agreement and the other associated Project documents.

"Work Product" means the documents generated by CMAR and its Lower Tier Entities, including, but not limited to, all preliminary and completed evaluations, programs, reports, drawings, plans, operational documents or other work product in any media or form that CMAR and its Lower Tier Entities generate, or arrange for, in connection with the Project, together with the design of the buildings and structures embodied within them, and all items and matters included within the definition of "architectural work" as provided in 17 U.S.C. § 101.

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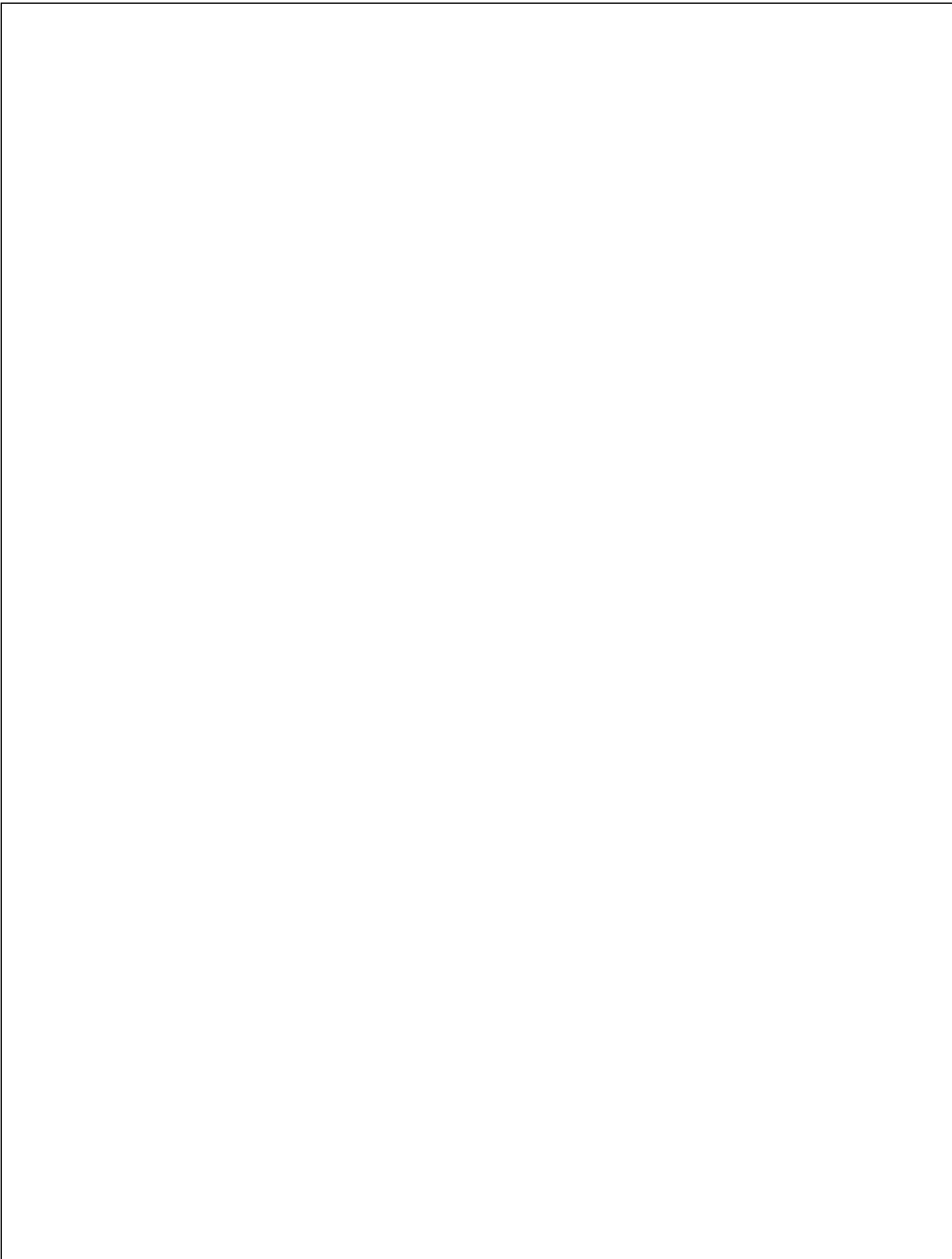


Exhibit B

THE PROJECT AND SCOPE

The Project

Design and Construction of a 1,500 gallon per minute well at the Mountain Vista Well #2 site. The new well will tie into existing infrastructure to provide additional water capacity and redundancy for storage and fire flow emergencies as needed within the Mountain Vista Ranch water service area.

Scope

Construction Services: The CMAR will be responsible for holding the construction contract with the City for construction of the project. The CMAR assumes the risk of delivering the project through a Guaranteed Maximum Price contract. The CMAR will be responsible for the construction means and methods and may also compete to self-perform limited amounts of work.

Construction Phase Services includes but is not limited to:

- Procure all construction material, equipment and labor contracts to vendors and pre-qualify subcontractors.
- Coordinate with various City of Surprise departments, outside agencies, and City consultants and vendors.
- Coordinate work with other Capital Improvement Program projects planned for the facility.
- Provide quality control to minimize the risk to the City and CMAR
- Develop construction scheduling
- Manage site operations and supervise all subcontractors
- Manage resolution of disputes and/or demonstrations by organized interests
- Provide quality control to minimize risk to the City and the design engineer firm
- Manage contingency and change requests
- Bond for, and insure, all construction work
- Ensure compliance with federal, state and local permitting and regulatory requirements
- Ensure construction job site safety
- Participate in presentations to City Management and City Council
- A mutually agreeable detailed scope of work will be developed at onset of contract.
- Public outreach
- Operator training
- Project closeout documentation

EXHIBIT C
THE WORK
KEY PERSONNEL

(See Attached)



Statement of Qualifications

Our Team's CMAR experience has been a model of proven success to meet your project goals while being mindful of safety and sustaining operations.

A. General Contractor Qualifications information. (30 points)

1. Provide a general description of the firm that is proposing to provide construction management services and general construction services. Explain the legal organization of the proposed firm or team. Provide an organization chart showing key personnel.

Felix Construction Company (Felix) is a general engineering contractor (GC) and construction manager (CM). Our GC work focuses on water and wastewater projects. Our CM work includes cost modeling/estimating, project planning/scheduling, alternate systems evaluation, constructability review, long-lead studies and procurement, efficiency analysis, permitting assistance, safety/hazard analysis, quality analysis/control, and value comparison/engineering. Our approach to CMAR is to anticipate a project's problems, and to offer cost-effective and timely solutions. We are a for-profit corporation, incorporated in Arizona in 1987.

Project Organization Chart

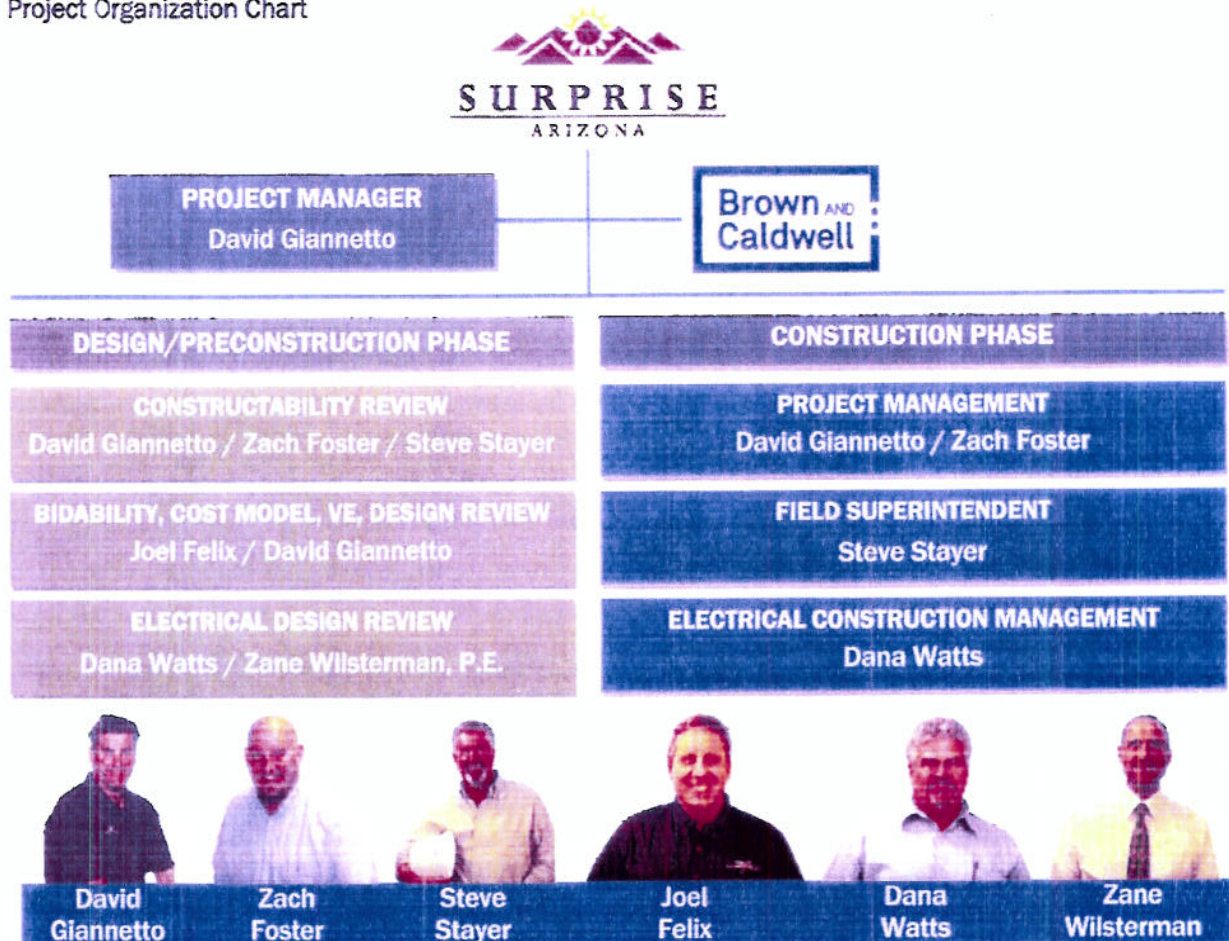


EXHIBIT D

GMP PROPOSAL SCHEDULE

(See Attached)



Mountain Vista Ranch Well No. 2 Project Cost Summary



GMP No. 1 Base Contract	\$ 1,042,369.00
GMP No. 1 Project Contingency	\$ 50,000.00
Credit for Unused Contingency	\$ (50,000.00)
GMP No. 1 Final Cost	\$ 1,042,369.00
GMP No. 2 Base Contract	\$ 1,268,501.00
GMP No. 2 Project Contingency (Carry Over from GMP No. 1)	\$ 50,000.00
GMP No. 2 Total	\$ 1,318,501.00
Total Project Project Cost GMP No. 1 + GMP No. 2	\$ 2,360,870.00

100% Free Agent

EXHIBIT E
PROJECT SCHEDULE
SCHEDULE UPDATES

(See Attached)

MOUNTAIN VISTA VISTA WELL NO. 2

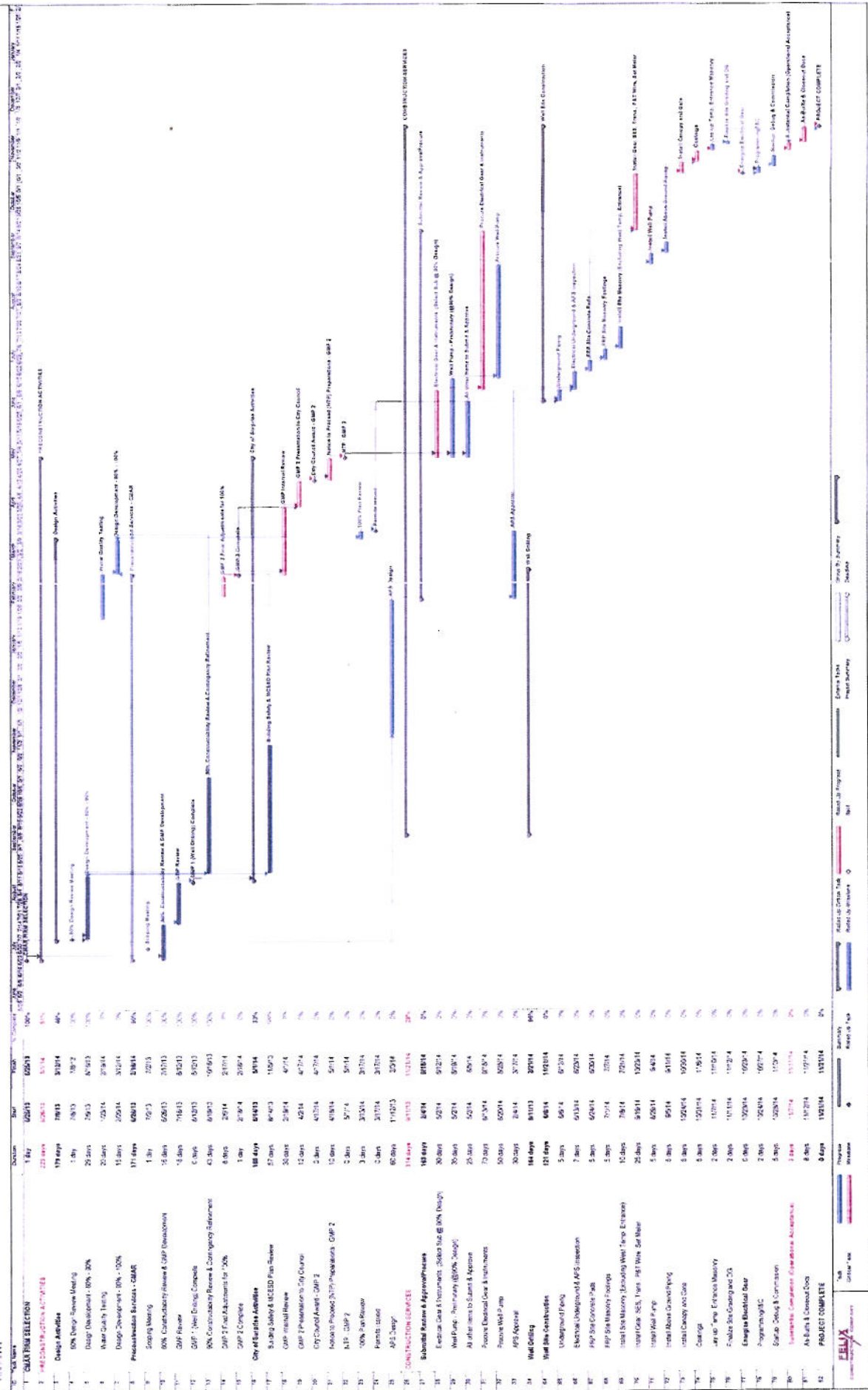


EXHIBIT F

CMAR'S INSURANCE REQUIREMENTS

CMAR must, as a material obligation to City and a condition precedent to any payment otherwise due to CMAR, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

CMAR must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers compensation and employers liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$5,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$5,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - (A) Include the per project aggregate endorsement;
 - (B) Name as additional insureds the following: City of Surprise and its employees, representatives and agents (collectively, the "Additional Insureds");
 - (C) List the Project number and address(es);
 - (D) Stipulate that the insurance afforded by the policies furnished by CMAR will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by CMAR and by its Subcontractors;
 - (E) Includes a severability of interest clause; and
 - (F) Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance.

- 2.1 The Workers' Compensation policy must meet all Arizona statutory requirements, and Employers' Liability Insurance, with limits of at least \$500,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.
- 2.2 CMAR must provide, at CMAR's expense, Voluntary Compensation insurance for the protection of employees engaged in the Work who are exempt from the coverage provided under the Workers' Compensation statutes with coverage

equivalent or better than the coverage required in the preceding sentence, for the duration of the project.

3. **Auto Liability Insurance,**

- 3.1 Auto Liability must be carried with minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. **Equipment Property Insurance.**

- 4.1 CMAR must secure, pay for, and maintain all-risk insurance as necessary to protect City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by CMAR, its Subcontractors or Lower Tier Entities and any construction material in transit or stored in any location other than the Site.
- 4.2 This policy must have a waiver of subrogation in favor of the Additional Insureds.

5. **Commercial Crime Insurance.** This policy must cover employees responsible to disburse funds to pay project costs against employee dishonesty, forgery or alteration, or computer fraud.

6. **Waiver of Subrogation.** CMAR hereby waives, and will require each of its Subcontractors and Lower Tier Entities to waive, all rights of subrogation against the Additional Insureds to the extent of all losses or damages covered by any policy of insurance.

7. **Term of Coverage.**

- 7.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 7.2 If at any time during the Completed Operations Term CMAR cannot obtain equivalent coverage by replacement or renewal, CMAR must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 7.3 CMAR will furnish certificates of insurance and other evidence that City may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 7.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

8. **Subcontractor and Lower-Tier Entities Insurance Requirements.**

- 8.1 CMAR must require all of CMAR's Subcontractors and Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:

- (A) Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of CMAR under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$1,000,000 per occurrence, and \$1,000,000 as the annual aggregate limit); and
- (B) Timely furnish to City proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
- (C) The Lower Tier Entities' general liability policy must also be endorsed to provide the same coverage as the primary insurance, the general liability insurance furnished by CMAR must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by CMAR and Subcontractor.
- (D) City has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

9. **Other Policy Provisions.** Each policy to be furnished by CMAR, A/E and each Subcontractor must:

- 9.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 9.2 Have a deductible not exceeding \$10,000 unless otherwise agreed upon by City;
- 9.3 Provide that attorneys fees shall be outside of the policy's limits and shall be unlimited;
- 9.4 Include the Facility per aggregate endorsement;
- 9.5 Waive all rights of subrogation against City;
- 9.6 Contain a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days prior written notice has been given to City; and
- 9.7 Be otherwise satisfactory to City. City agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that City is satisfied the insurance is not commercially available to the insured. In such event, City shall have the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that City shall be a loss-payee under the policy.

10. **Certificates and Endorsements.**

- 10.1 Within ten (10) days after the execution of this Agreement, CMAR must provide City with certificates and endorsements;
- 10.2 Within ten (10) days after execution of each Subcontract (but in all events prior to such Subcontractor commencing Services), CMAR must provide City with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by CMAR, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective

carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to City under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, CMAR, its Subcontractors must furnish the particulars thereof to City.

- 10.3 If any of the foregoing insurance coverages are required to remain in force after final payment, CMAR must submit an additional certificate evidencing continuation of such coverage with the application for final payment.
11. **Reduction in Coverage.** CMAR, each of its Subcontractors and Lower Tier Entities must promptly inform City of any reduction of coverage resulting from revised limits, claims paid, or both. City shall have the right to require CMAR or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of CMAR or the applicable Subcontractor.
12. **Suppliers and Materialmen Coverages.**
 - 12.1 CMAR will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
 - 12.2 With respect to any equipment, machinery or other goods for which City or CMAR has paid a deposit, CMAR will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming City and CMAR as loss payee as their interests appear.
13. **Condition Precedent to Starting Work.**
 - 13.1 Prior to, and as a condition of its right to begin performing any Work on the Site, CMAR and each Subcontractor and Lower Tier Entities must deliver to City certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to City that the required insurance is in place; together with the original of each bond required under this Agreement. CMAR and each Subcontractor and Lower Tier Entities hereby authorize City to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
 - 13.2 City shall be under no obligation or duty to make any such inquiry and City shall be entitled to rely on any proofs of insurance tendered by CMAR and its Subcontractors and Lower Tier Entities. City's acceptance of any proof of insurance and bonds offered by CMAR or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of CMAR and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.
14. **Additional Proofs of Insurance.** CMAR must, within ten (10) days after request, provide City with certified copies of all policies and endorsements obtained in compliance with this Agreement.

15. **Indemnity.** The fact that CMAR and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties CMAR and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless City and the other Additional Insureds from and against any and all Demands, Liabilities, Losses or Expenses of whatever kind or nature.
16. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Minard-Ames Insurance Services LLC 4646 E Van Buren Ste., #200 Phoenix AZ 85008		CONTACT NAME: Lee Gaddis PHONE (A/C, No, Ext): 602-393-3421 E-MAIL: gaddis@minardames.com ADDRESS: gaddis@minardames.com		FAX (A/C, No): 602-273-0212
INSURED Felix Construction Co, inc. 1326 W Industrial Drive Coolidge AZ 85126		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Companies INSURER B: Navigators Specialty Insurance Comp INSURER C: Atlantic Specialty Insurance Compan INSURER D: INSURER E: INSURER F:		NAIC # 10677 27154

COVERAGES

CERTIFICATE NUMBER: 871971712

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC	Y	Y	EPP0133002	4/7/2013	4/1/2014 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (\$a occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y	Y	EBAD133002	4/7/2013	4/1/2014 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$0	Y	Y	LA13EXC7798741C	4/7/2013	4/1/2014 EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1932485-01	4/1/2013	4/1/2014 ☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Scheduled Equipment Leased/Rented Equipment Coins 90%, ACV / Ded: \$1,000			790012939	4/7/2013	4/1/2014 Scheduled Equip Limit \$1,016,000 Leased/Rented Limit \$750,000 L/R Max per item \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder and Owner (if applicable) are defined as additional insured on the general, auto and excess/umbrella liability if required in a written contract. General Liability coverage is primary and non-contributory in accordance with all policy terms and conditions, if required in a written contract. Waiver of subrogation applies in favor of the certificate holder on the general and auto liability if required in a written contract and/or agreement. Per attached forms: GA233AZ 09/09; GA4316AZ 09/09; AA4171 11/05; GA4094 10/01; AA4172 09/09. RE: Project #21111, Mountain Vista Ranch Well #2. Additional Insured: City of Surprise and its employees, representatives and agents. Waiver of Subrogation applies in favor of Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

City of Surprise 16000 N. Civic Center Plaza Surprise AZ 85374	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
5. Medical Payments	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	13
11. Property Damage to Borrowed Equipment	13
12. Employees as Insureds - Specified Health Care Services:	14
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;

- c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or
containing such
products, or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability caused, in whole or in part, by your ongoing operations performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d) and (e) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a) Providing engineering, architectural or surveying services to others; and

- b) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

- a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b) Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- 2) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is hereby amended as follows:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
- (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The

Limits of Insurance shown in Section B. Limits of Insurance, 11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**) is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED, 2. is amended to include:

e. Any person or organization, hereinafter referred to as Additional Insured:

- (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and
- (2) For whom you are required to add as an additional insured, except any architect, engineer or surveyor, on a completed operations basis on this Coverage Part

under a written contract or written agreement:

- (1) But only with respect to liability caused, in whole or in part, by "your work" performed for that additional insured by you or on your behalf; and
- (2) If the written contract or written agreement specifies coverage for the additional insured in the "products-completed operation hazard".

With respect to the person(s) or organization(s) referenced in Paragraph A.2.e. above, their status as an additional insured under this endorsement will not apply beyond the period of time required in that written construction contract or agreement referred to in Paragraph A.2.e. above. If that written construction contract or agreement does not specify a period of time, this coverage will not apply beyond 1 year from the completion of "your work" where the work that caused the "bodily injury" or "property damage" occurred. "Your work" will be deemed completed as specified in Paragraph a.(2) of SECTION V - DEFINITIONS, 19. "Products-completed operations hazard".

B. With respect to the additional insureds referenced in Paragraph A.2.e. above, the following exclusion is added to Paragraph 2. Ex-

clusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, this insurance does not apply to "bodily injury" or "property damage" arising out of:

1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others; and
 - b. Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

- a. Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- b. Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

2. "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.
3. "Bodily injury" or "property damage" arising out of "residential construction".

C. SECTION III - LIMITS OF INSURANCE is amended to include:

The limits of insurance available to the additional insured(s) will not exceed:

1. Those limits specified in the written construction contract or agreement referred to in Paragraph A.2.e. above; or
2. The Limits of Insurance specified in the Declarations of this Coverage Part;

whichever are less. If no limits are specified in that written construction contract or agreement, the limits available to the additional insured(s) will not exceed the Limits of Insurance specified in the Declarations of this Coverage Part. The limits of insurance available to the additional insured(s) are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

AUTOMATIC ADDITIONAL INSURED PROVISION

The written construction contract or agreement referred to in Paragraph A.2.e. above must:

1. Be currently in effect or become effective during the term of this Coverage Part; and
2. Have been executed prior to the "bodily injury" or "property damage" to which this endorsement pertains.

E. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance is amended to include the following:

1. Where required by the written construction contract or agreement referred to in Paragraph A.2.e. above, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or

noncontributing, whichever applies, with this insurance.

2. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- b. When other valid and collectible insurance is available to the additional insured:

- (1) As an additional insured by attachment of an endorsement to another insurance policy; and

- (2) On an excess basis.

In such case the coverage provided under this endorsement shall also be excess.

F. SECTION V - DEFINITIONS is amended to include:

1. "Residential construction" means:

- a. A structure where any of the structure's square foot area is used, or is intended, for the purpose of human habitation and includes, but is not limited to, single-family housing, multi-family housing, apartments, condominiums, townhouses, and similar structures intended for human habitation; and

- b. Common areas and appurtenant structures of those structures listed in Paragraph 1.a. above.

"Residential construction" does not include:

- a. Hospitals or prisons; and

- b. Military housing, dormitories, long-term care facilities, hotels or motels, provided there is no individual ownership of units.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY / NONCONTRIBUTORY AMENDMENT OF CONDITIONS FOR DESIGNATED ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):

BLANKET IF REQUIRED BY WRITTEN CONTRACT, ORAL OR WRITTEN AGREEMENT

With respect to insurance provided the additional insured shown in the Schedule, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

Where required by a written contract, this insurance is primary and noncontributory as respects any other insurance policy issued to the additional insured. Otherwise, b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance available to the additional insured whether primary, excess, contingent or on any other basis.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over any other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04-07-2012	Policy Number: EBA 013 30 02
Named Insured: FELIX CONSTRUCTION CO INC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Cover-
age, 1. Who is an Insured is amended to include
as an insured any person or organization with
which you have agreed in a valid written contract
to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid
written contract.

This provision does not apply unless the valid
written contract has been executed prior to the
"bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	04/07/13 - 04/01/14	Policy Number:	EBA0133002
Named Insured:			
Felix Construction Co., Inc.			
Countersigned by:			

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

- (1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;
- (2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- (3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if either the Location General Aggregate

gate Limit of Insurance, Paragraph 2.b., or the Construction Project General Aggregate Limit of Insurance, Paragraph 2.c. applies.

- b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

- c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project.

- d. Only for the purpose of determining which General Aggregate Limit of Insurance, 2.a., 2.b., or 2.c., applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.



(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on

your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2.a. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or

EXHIBIT C

FORMS OF PAYMENT AND PERFORMANCE BONDS

(See Attached)

EXHIBIT H

DISPUTE RESOLUTION PROCEDURES

1. Disputes.

- 1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) shall be initiated and decided under the provisions of this Exhibit.
- 1.2 CMAR and City shall each designate in writing to the other party, from time to time, a member of senior management who shall be authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.
- 1.3 A party shall initiate a Dispute by delivery of written notice to the members of management designated by the respective parties under § 1.2.
- 1.4 The parties must:
 - (A) Attempt to resolve all Disputes promptly, equitably and in a good faith manner; and
 - (B) Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.
- 1.5 With respect to matters concerning modification of the GMP or any schedule, CMAR must first follow the provisions of any Claim procedure established by the Design-Build Agreement before seeking relief under these Procedures.

2. Emergency Arbitration.

- 2.1 If the parties are unable to accomplish resolution of a Dispute, the expedited resolution of which either party considers necessary to prevent or mitigate a material delay to the critical path of the Services (a "Time Sensitive Dispute") within two days after the Time Sensitive Dispute has been initiated by a party, either party may thereafter seek emergency relief before an emergency arbitrator (the "Emergency Arbitrator") appointed as follows:
 - (A) The parties will exercise best efforts to pre-select an Emergency Arbitrator within 20 days after entering into this Agreement;
 - (B) If the Emergency Arbitrator has not been selected at the time a party delivers Notice of a Time Sensitive Dispute, the parties will each select a representative within one day after the Notice is delivered and the two representatives will then select the Emergency Arbitrator by the third day following delivery of the Notice.
 - (C) The Emergency Arbitrator shall be an attorney with at least ten (10) years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either party for at least ten (10) years.
- 2.2 The Emergency Arbitrator will conduct a hearing and render a written determination on the Dispute to both parties within five business days of the matter being referred to him or her, all in accordance with Rules O-1 to O-8 of

the American Arbitration Association ("AAA") Commercial Rules-Optional Rules for Emergency Protection Commercial Rules ("AAA Emergency Rules").

- 2.3 Although the hearing will be conducted using AAA rules, unless both parties agree otherwise, this dispute process will not be administered by the AAA but will be conducted by the parties in accordance with these procedures.
- 2.4 If, however, an Emergency Arbitrator has not selected within three days after delivery of the Notice, either party may upon three days additional notice, thereafter seek emergency relief before the AAA, in accordance with the AAA Emergency Rules, provided that the Emergency Arbitrator meets the qualifications set forth above.
- 2.5 All proceedings to arbitrate Time Sensitive Disputes shall be conducted in Surprise, Arizona.
- 2.6 Presentation, request for determination (i.e., a party's prayer), and the Emergency Arbitrators decision will adhere to the procedures required in § 3.6.
- 2.7 The finding of the Emergency Arbitrator with respect to any Time Sensitive Dispute will be binding upon the parties on an interim basis during progress of the Services, subject to review *de novo* by arbitration after the Project Substantial Completion Date.
- 2.8 The time and extent of discovery will be as determined by the Emergency Arbitrator.
 - (A) Discovery orders of the Emergency Arbitrator will consider the time sensitivity of the matter and the parties desire to resolve the issue in the most time and costs efficient manner;
 - (B) The parties are obligated to cooperate fully and completely in the provision of documents and other information, including joint interviews of individuals with knowledge such that the matter moves toward resolution in the most time and costs efficient manner and the Emergency Arbitrator is empowered to fashion any equitable penalty against a party that fail to meet this obligation.

3. **Non-Emergency Arbitration.**

- 3.1 Except as provided in § 5, any Dispute that is either a non-emergency Dispute that has not been resolved by negotiation, or a *de novo* review of an AAA emergency arbitration will be decided by binding arbitration by a panel of three arbitrators in accordance with, but not necessarily administered by, the Construction Industry Rules of the AAA.
 - (A) The parties shall each select an arbitrator within 15 days after notice that a party desires to resolve a dispute by arbitration.
 - (B) The two arbitrators shall then each select a third arbitrator. If an arbitrator is not selected within any such 15 day period, then the arbitrator shall be appointed by the AAA.
- 3.2 The arbitrator(s) shall meet the qualifications of Emergency Arbitrators as provided in § 2.
- 3.3 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.

- 3.4 In connection with such arbitration, each party shall be entitled to conduct up to five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each party shall deliver to the other party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 3.5 The arbitration hearing shall be held within 150 days of the appointment of the arbitrators.
- 3.6 At the arbitration hearing, each party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").
- (A) Each party's Proposed Resolution must be fully dispositive of the dispute.
 - (B) The arbitrators must select one Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.
 - (C) The parties must submit their proposed resolution of the matter to the arbitrators and the other party 15 days prior to the date set for commencement of the arbitration proceeding.
 - (D) The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.
 - (E) The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.
 - (F) All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing party, must be paid by the party whose position was not selected by the arbitrators.
4. **Continuing Work.** Unless otherwise agreed to in writing, CMAR must continue to perform and maintain progress of the Work during any Dispute resolution or arbitration proceedings, and City will continue to make payment to CMAR in accordance with the Design-Build Agreement.
5. **Exceptions.**
- 5.1 Neither City nor CMAR are required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with City and CMAR.
 - 5.2 City or CMAR may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the party seeks to enforce is enforceable under Arizona law), including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 5.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the City of Surprise Building Safety Department, Code Compliance Department, Police Department, Fire Department, or any other agency of City acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.

- 5.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Arizona Rules of Civil Procedure.



CITY OF SURPRISE
Regular City Council Meeting

April 1, 2014 @ 6:00:00 PM

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Council Meeting Date:	April 1, 2014	Contact Person:	Bob Wingenroth - Assistant City Manager/CFO
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion of the City's debt portfolio, the impact of the City's bond rating on debt management and amending the City's financial policy language to focus efforts on achieving the highest bond rating possible.

Motion:

None.

Background:

This discussion provides foundation for debt programming in the FY2015 budget, will provide council with an understanding of how the City's bond rating impacts debt management and options for debt management, and will provide council an opportunity to discuss changing current council financial policy from "The City will seek to maintain and, if possible, improve our current bond rating" to "The City will strive to achieve the highest bond rating", or words to that effect.

Financial Impact Statement:

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):

Bob Wingenroth - Assistant City Manager/CFO