



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

Tuesday, August 4, 2015 @ 6:00 PM
Amended items #3 (minutes) & #10 (resolution) on Aug. 3, 2015 at 11:30 AM

Back Print

A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS

District Citywide [A proclamation recognizing Drowning Impact Awareness Month - August 2015.](#) No Action
Mayor
Wolcott

[Surprise Youth Employee Program Recognition.](#)

E. City Manager Report:

1. District Citywide [Update on Library hour changes](#) No Action

F. City Attorney Report:

G. City Clerk Report:

2. District Citywide [Voter Engagement Update by City Clerk Aguilar](#) No Action
Sherry Ann
Aguilar,
City Clerk

H. Regular City Council Meeting Agenda:

Consent Agenda:

3. District Citywide [Consideration and action on the meeting minutes of June 16, 2015 Regular Work Session and Regular Council Meeting and June 18, 2015 Special City Council Meeting.](#) Approve
Sherry Ann
Aguilar,
City Clerk

4. District Internal [Consideration and action authorizing the City Manager to accept the ACJC Grant award from the Arizona Criminal Justice Commission in the amount of \\$28,938; Resolution 2015-66.](#) Approve
Tiffany
Copp,
Prosecutors
Office

5. District 5 [Consideration and action extending by one year the expiration of the 'Mariposa Acres' final plat, a property generally located at 15851 West Tierra Buena Lane; Resolution 2015-65.](#) Approve
Hobart
Wingard -
Community

		Development
6.	District Citywide <u>Consideration and action approving an agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for the participation and support of regional economic development programs, in the amount of \$54,434.00.</u>	Approve Jeanine Jerkovic, Economic Development
7.	District Citywide <u>Consideration and action accepting a Certificate of Necessity (CON) allowing the City to provide ground ambulance emergency transportation services, and amending the FY16 budget in the amount of \$431,700 and adding seven new employee positions in the Fire-Medical Department for the provision of ground ambulance services; Resolution 2016-69.</u>	Approve Chief Abbott, Fire- Medical Dept.
8.	District Internal <u>Consideration and action amending the FY16 budget in the amount of \$84,900 and authorizing the creation of a new employee position within the City Manager's Office; Resolution 2015-70.</u>	Approve Nicole Lance, Deputy City Manager
9.	District 4 <u>Consideration and action on a Series 12 liquor license request by Salvador Gonzalez for Las Cazuela's Restaurant located at 16551 N. Dysart Road, Suite 101, Surprise, AZ 85374 (New License/Interim Permit).</u>	None Sherry Ann Aguilar, City Clerk
Regular Agenda Item - Non-Public Hearing:		
10.	District Citywide <u>Consideration and action affirming the support of the Mayor and Council of high quality education in Arizona; Resolution 2015-74.</u>	Approve Sharon Wolcott, Mayor
11.	District Internal <u>Consideration and action on the appointment of members to the following Boards/Commissions: Althea Whitehead for the Arts and Cultural Advisory Commission with a term expiration of June 30, 2019; Monique Hernandez for the Community & Recreations Services Commission with a term expiration of June 30, 2019; George de Langeryt for the Disability Advisory Commission with a term expiration of June 30, 2019; Robert Ferrago and Gwen Skorpuan for the Board of Trustees both with a term expiration of June 30, 2018; James Connor for the Personnel Appeals Board with a term expiration of June 30, 2019; Jim Ferguson and Shari Martin for the Planning & Zoning Commission both with term expirations of June 30, 2019 and James Penberthy for the Tourism Commission (Hotel Representative) with a term expiration of June 30, 2019. The City Clerk will administer the Oath of Office.</u>	None Council Members Winters and Hall
12.	District Citywide <u>Consideration and action authorizing the City Manager to execute an Intergovernmental Agreement with Maricopa County for the operation of a regional community resource center, and amending the FY16 budget in the amount of \$115,700 to provide grant and grant match funds to run the center, and adding one new employee position; Resolution 2015-59.</u>	Approve Brenden Espie, Interim Director Human Services

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| 13. | District Internal | <u>Discussion and possible action to direct the City Attorney to bring forward a code change that will place the City Attorney and City Attorney's staff to operate under the direction of the City Manager.</u> | None
Council
Members
Hall and
Winters |
| 14. | District Citywide | <u>Consideration and action approving the FY16 Community Outreach Program application packet, and authorizing the use of up to \$10,000 of program funding to be used for eligible Neighborhood Association Non-Profits.</u> | Approve
Janeen K.
Gaskins,
Human
Services |
| 15. | District Internal | <u>Consideration and action amending Surprise Municipal Code Chapter 3, Article V, Section 3-50 Holidays, by deleting Columbus Day, adding the Friday after Thanksgiving, and renumbering the section (a); Ordinance 2015-11.</u> | None
Mark Schott,
Human
Resources
Director |
| 16. | District Citywide | <u>Consideration and action on amending the FY16 budget in the amount of \$4,500,000 for construction and pavement preservation projects along Greenway Road; Resolution 2015-64.</u> | Approve
Michael
Boule,
Water
Services |
| 17. | District Internal | <u>Consideration and action amending the Council Policies & Procedures Manual by adding a section "Preparation of the Council Agenda", consisting of three subsections: "Supporting Information and Attachments", "Use of Consent Agenda", and "Draft Agenda, Agenda Review".</u> | None
John
Williams,
Rules
Subcommittee
Chair |

Regular Agenda Item - Public Hearing:

- | | | | |
|-----|-------------------|---|---|
| 18. | District Citywide | <u>Consideration and Action on an ordinance increasing the City of Surprise Transient Lodging Tax (Bed Tax) by 2%; Ordinance 2015-10.</u> | Approve
Mark A.
Coronado,
Director -
Community
&
Recreation
Services |
|-----|-------------------|---|---|

I. 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.

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

- | | | |
|-----------------------|---|---|
| 19. District Internal | <u>Discussion and consultation with outside counsel to receive legal advice regarding a proposed City Code change to move the reporting relationship of the City Attorney from the City Council to the City Manager, including the impact on existing employment contracts. A.R.S. 38-431.03(A)(3).</u> | None
Council
Members
Hall and
Winters |
| 20. District Citywide | <u>Discussions and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding contracts the subject of negotiations and to receive legal advice specifically related to development agreements with Cobalt Medical Partners, LLC and with Surprise Holdings, LLC pursuant to 38-431.03(A)(3) & (4).</u> | None
Misty
Leslie, City
Attorney |

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

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

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

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

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: August 3, 2015 at 11:30 AM

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

August 4, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date: August 4, 2015

Contact Person:

Submitting Department:

District:

Citywide

Staff Recommendations: No Action

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Update on Library hour changes

Motion:

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

No Attachments Available

External Attachment Links:

Meeting Requirements:

Powerpoint x

Video

White Board

Other x

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



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date: August 4, 2015

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: Approve

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the meeting minutes of June 16, 2015 Regular Work Session and Regular Council Meeting and June 18, 2015 Special 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
Regular City Council Work Session Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, June 16, 2015 @ 04:02 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Work Session** to order at 04:02 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, June 16, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Pledge of Allegiance

Invocation

Regular Agenda Item - Non-Public Hearing

1 - Presentation and discussion of Colorado River Shortage and the impacts on Arizona - NO ACTION

Water Resources Director, Terry Lowe introduced Fred Stevens selected as part of the Water Resources team. Mr. Lowe then introduced Frank Fairbanks, CAWCD Secretary/Treasurer to give a powerpoint presentation on the Central Arizona Project (Powerpoint, Brochure and DVD are available in the Clerk's Office).

Presentation

Mayor Wolcott inquired about the educational pieces for our City government channel.

Regular City Council Work Session Minutes – June 16, 2015 – Page 2

Mayor Wolcott commented on shortage of water and asked for clarification on the shortage projection as related to growth.

Mr. Fairbanks explained that during the summer the draw on Lake Mead is heavier and less water is being provided in the winter. Therefore, the inflow to Lake Mead is steady year round.

Council Member Hall inquired about the choices for the farmer that is told that we don't have any more water.

Mr. Fairbanks commented that Maricopa County farming has greatly diminished. He further commented that the farmers have their own well systems.

Council Member Hall inquired about Lake Mead power and whether APS buys this power.

Public Comments:

Ken Wright: spoke of Lake Mead; Lake Powell pipeline project; Central Utah Project Completion; Bear River Project and Utah's Last Water Hole.

2 – Presentation and update discussion relative to Government and Community Partnerships - NO ACTION

City Manager, Bob Wingenroth introduced Nicole Lance, Deputy City Manager to conduct the powerpoint presentation regarding Government and Community Partnerships.

Discussed improving service to our residents and supporting our partnerships including Luke, Dysart, Southwest Gas, League of Cities and Towns, APS, ICMA, Home Builders Association, ASU, MAG, WESTMARC, etc.

Mayor Wolcott thanked Ms. Lance for a great report. She commented that it's a nice opportunity to review where we have been since January and that she has involved all Council.

Council Member Biundo applauded Mr. Lance for the work and outreach she has done. He questioned EDRA and commented that he is happy to hear a clear explanation of this at the Business Round Table meeting. He inquired about who has been involved in this process.

Regular City Council Work Session Minutes – June 16, 2015 – Page 3

Ms. Lance explained that the following departments have been involved in the process: City Manager's Office, Legal Dept. Economic Development Dept.; Department; Legislative Strategy High Ground; GPEC; Intel; a number of Cities and also working with Dysart School District. She further commented that she would like to bring back complete proposal to Council.

Council Member Tande commented that this is a real team effort and asked that she continue in that same direction.

3 – Discussion of possible change to the Council Policy & Procedures Manual regarding preparation and review of agenda items for Regular City Council Meetings and Work Shops - NO ACTION

Vice Mayor Williams gave an overview of this item relating to possible changes to Council Policy and Procedures Manual.

City Attorney Leslie asked to go through each section of the report for Council discussion.

Council Member Biundo asked for clarification of Objective Analysis, should drop off the last few words and end at negative impacts.

Council Member Hall asked for clarification regarding addressing what the negative would be if the item was not approved.

Mayor Wolcott commented that it does tip toe up to the line of a staff recommendation.

Council Member Tande commented that this is a good balance for now.

Council Member Hall commented that a key word in the second sentence is applicable.

Council Member Villanueva asked for clarification regarding financial impact.

Ms. Leslie commented she would work with Manager and Clerk to improve Novus worksheet and will hopefully be ready to come back in August.

Vice Mayor Williams commented that it's Council's responsibility to review the items if they are consent and remove them if you would like to remove for discussion.

Council Member Tande inquired about the number of people needed to have in the agenda review.

Regular City Council Work Session Minutes – June 16, 2015 – Page 3

Mayor Wolcott gave background of the agenda review process. She recommended that she will make her designee as Vice-Mayor.

Council Member Villanueva asked if Mayor Wolcott wants to strike out the Vice-Mayor.

Vice Mayor Williams commented that he understands Mayor Wolcott and that he is indifferent on this.

Council Member Tande commented that this really is for the Mayor to prepare for running the meeting and can ask questions ahead of time. The Mayor's designee is the Vice-Mayor.

Council Member Villanueva asked for clarification by asking - Are you saying that if it's your meeting, the Vice-Mayor can't be there unless invited? Correct.

Council Member Hall commented that he thought this was a sub-committee made up of three council for the Rules Committee. He further commented that he looks at this as the Mayor's recommendation. He asked if this is the recommendation of the Sub-Committee.

Council Member Biundo commented that another set of eyes from the Council's perspective was the discussion that the Mayor and Vice-Mayor were included in case the Mayor is sick and would already have a review of the agenda.

Council Member Tande commented that he does not want this to ever be a tug of war when setting the agenda.

Mayor Wolcott asked that Council allows her to continue with this process that she has been working on for the past couple of years and to not hinder trying to schedule meetings around another councilmember.

Council Member Biundo commented that he fully understands this, but ultimately we need to give her an answer to this question.

Council Member Tande asked if we can work with Option A & B.

Ms. Leslie commented that yes, we can do that.

Executive Session

Regular City Council Work Session Minutes – June 16, 2015 – Page 3

Adjournment

Mayor Wolcott adjourned the Regular City Council Meeting of June 16, 2015 at 6:03 PM.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, June 16, 2015.**

Sherry Ann Aguilar, City Clerk

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

Tuesday, June 16, 2015 @ 06:20 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:20 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, June 16, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

1. Proclamations and Community Acknowledgements

Recognition of Marley Park Elementary School for their AEF A+ School Rating.

Proclamation recognizing Drowning Impact Awareness Month, August 2015.

Pledge of Allegiance

Invocation

City Manager Report

City Attorney Report

City Clerk Report

Consent Agenda

2 – Consideration and action on the meeting minutes of June 2, 2015 Regular City Council Meeting - APPROVED

3 – Consideration and action on requests by Applicant, Andrea Lewkowitz for Safeway Stores located at 17049 W. Bell Road #1997 (2 license numbers 09070702 & 09070653 - Inactive), Surprise, AZ 85374; 14505 W. Grand Avenue #1520, Surprise, AZ 85374 and 13828 W. Waddell Road #2699, Surprise, AZ 85379 for Acquisition of Control of current licenses - APPROVED

4 – Consideration and action approving a one year extension of a final plat, entitled "Quick N Clean Car Wash" Resolution 2015-52 - APPROVED

5 – Consideration and action approving an Intergovernmental Agreement between the City of Surprise and Arizona Department of Revenue regarding Transaction Privilege Tax Administration; Resolution 2015-63 - APPROVED

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

Regular Agenda Item - Non-Public Hearing

6 – Consideration and action on reappointing the following City Board/Commission members all with a term expirations of June 30, 2019 (Arts Commission) Dennis Hansen, Margaret Lieu and Jean Dibner; (Community & Recreation Services Commission) Wayne Turner, Charlie Woodland and Mike Planeta; (Disability Advisory Commission) Nicole Jeffords and Joseph Poschner; (MPC Board), Kevin Brucher; (Personnel Appeals Board) Stanley Mucha, Tyson Gage and Harry Grove; (Planning & Zoning Commission) Matthew Keating, Ken Chapman and Peter Pervi; (Tourism Commission) Stephen Wright, Robert Paisley and Gabriel Rivas; and to appoint Judge Joseph Kreamer to fill the Superior Court vacancy on the Judicial Selection Advisory Commission) with a term expiration of June 30, 2018. The City Clerk will administer the Oath of Office following appointment - APPROVED

Council Member Winters made the motion to approve reappointing the Board/Commission Members as read by the City Clerk. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

7 – Discussion and possible action to direct the City Attorney to bring forward a code change that will place the City Attorney and City Attorney's staff to operate under the direction of the City Manager - TABLED UNTIL AUGUST 4 MEETING

Regular City Council Meeting Minutes – June 16, 2015 – Page 3

City Attorney Leslie stated that this item would be a conflict of interest and asked to step down for this item and Attorney Andrew McGuire would step in for this item only.

Council Member Hall read aloud a statement for bringing this item forward.

Council Member Biundo - I did not know that there was a practice compared to other cities and towns of the reporting mechanism for appointed staff to report to the City Council. At random, I found only Phoenix in Arizona, but several others from other states. It is certainly not unusual to have a variety of reporting.

Council Member Villanueva - I think it would be good for the City Manager to get information directly to him as our City is growing. I think this is a good turn.

Mayor Wolcott - Asked CM Hall and Villanueva if they have discussed this with the City Manager? Both said "no".

Mayor Wolcott asked Mr. Wingenroth what his opinion is on this.

Mr. Wingenroth - I respect the option to not weigh in on this item.

Vice Mayor Williams - I appreciate Council Member Hall's thoughts on this but I would like to table this item until the next meeting after the PEL review.

Council Member Tande - Reporting structure.

Council Member Hall - For a service organization to operate in an efficient manner. The City Attorney is to advise legal. Not concerned about what other cities are doing, I think it's what's best for Surprise. I have seen more conflict than resolution with other directors. I feel if it was in the City Manager's prevue then it would be more effective, it will hold the City Attorney more accountable. Who is on his team right now, and who is outside his team. This will help hold the City Manager more accountable with driving the bus.

Council Member Tande - I have some thoughts from different organizations that I have worked for. All very closely with legal teams. I would like to go through this process and if there are issues, then we can address them at this point. I personally like the creative tension with our appointed officials, that's not a bad thing but Council can set the goals and monitor through this process.

Council Member Tande - Right now is not the right time to make this type of a change.

Regular City Council Meeting Minutes – June 16, 2015 – Page 4

Council Member Hall - So if you have an issue with code enforcement, do you go through Bob? Or if you have a traffic issue, can I go to Mike Gent? This is not a legitimate argument. I don't see this as an argument.

Mayor Wolcott - This is no small matter and it is a major change in our government. The residents of the City of Surprise expect transparency and accountability. This diminishes the power and authority of the Council. I thought the days of no accountability were behind us. I fear that making a rash change is a very slippery slope and I would prefer to see the City Manager, City Attorney and Chief Financial Officer report to the City Council.

Attorney, Andrew McGuire - Outside Counsel hired by the City. The model that you currently have is the prevailing majority. Your City Attorney represents the corporate entity, not the City Council or the City Manager. Sat down with the previous attorneys of City of Phoenix to see what the protocol was working under the City Manager. If you go down this road, you need to be very clear of the structure in the City Code. You have a current contract right now and I would like to discuss with you in E-Session.

Council Member Biundo - Steps can be taken but need to be careful if I understand correctly. Would like to discuss further.

Council Member Villanueva - It is not okay to have tension, this is not okay. Second, I don't think that the City Manager has to approve everything she does through Mr. Wingenroth. We are saying to advise the City Manager of what is going on at all times. This is the only issue here.

Mayor Wolcott - If we table this, I think we need to hear what the citizens think about this. This is their government. It sounds like a performance issue and we are addressing this on Thursday. I ask that if we are going to explore this, we should do it November or December.

Vice Mayor Williams - I say we table until after the PEL process, then come back to the August 4th meeting for possible action. I would rather not wait until November. This system is structured in a way that serves a purpose.

Mayor Wolcott - Withdraw my amended motion, but the public needs to weigh in on this.

Council Member Hall - If CRS has a problem with Police Chief, where does he go for a solution. There are thousands of decisions that are made monthly.

Regular City Council Meeting Minutes – June 16, 2015 – Page 5

Vice Mayor Hall made the motion to table this item until August 4, 2015. Council Member Tande seconded the motion. Five yes votes, two no votes (Winters and Hall). Motion carried to table.

8 – Consideration and action levying a certain sum of money for FY2016 to be assessed against the valuation of real property for primary and secondary tax purposes; Resolution 2015-61 - APPROVED

Budget and Research Manager, Jared Askelson explained the item.

Council Member Hall made the motion to approve Resolution 2015-61. Council Member Tande seconded the motion. Roll Call Vote: Mayor Wolcott-yes; Vice Mayor Williams-yes; Council Member Tande-yes; Council Member Hall-yes; Council Member Villanueva-yes; Council Member Biundo-yes and Council Member Winters-yes. 7 yes votes. Motion carried.

9 – Consideration and action levying upon the assessed valuation of property, a certain sum of money for FY2016 to be assessed against Street Light Improvement Districts (SLID) within the city; Resolution 2015-62 - APPROVED

Budget and Research Manager, Jared Askelson explained the item.

Vice Mayor Williams made the motion to approve Resolution 2015-62. Council Member Winters seconded the motion. Roll Call Vote: Mayor Wolcott-yes; Vice Mayor Williams-yes; Council Member Tande-yes; Council Member Hall-yes; Council Member Villanueva-yes; Council Member Biundo-yes and Council Member Winters-yes. 7 yes votes. Motion carried.

10 – Consideration and action approving the Fifth Amendment to the Pre-Annexation and Development Agreement (Marley Park f/k/a Waddell); Resolution 2015-60 - APPROVED

Community Development Director, Eric Fitzer reported on the item.

Council Member Tande inquired about the Cactus Road build out date.

Amy Weidman with DMB anticipates January/February of next year.

Council Member Villanueva made the motion to approve Resolution 2015-60. Vice Mayor Williams seconded the motion. Seven yes votes. Motion carried.

11 – Presentation and discussion regarding a potential general obligation bond election for November 3, 2015 - NO MOTION

Council Member Tande asked for this item to be added back to the agenda for discussion.

Budget and Research Manager, Jared Askelson gave a brief powerpoint presentation to discuss Bond Election timeline.

Council Member Biundo - We had extensive discussion about this already but I won't review in detail. We no longer have public hearings listed I would assume that this would need to be worked in before the publicity pamphlets would be mailed out.

Council Member Biundo - Data has been such a buzz word for this Council, has anyone asked for any calculated data on how many FTE if a bond issue was approved alongside our other capital projects that are already budgeted for? Is there a site already located for the recreation center? A bond option is simply a bad idea at this time.

Council Member Villanueva - I wanted to thank the committee on all the work they did on the Bond Committee but there is nothing more important than our schools and students, we need to concentrate on helping the school district on the override election.

Council Member Hall - I too would like to thank the Bond Committee, a lot of work went into this project but I also appreciate Council Member Tande's passion on this subject. From where I sit, I am for doing some more things for the City but it's all about the timing, it is not the right time. I have this nagging feeling that if we go to the voters in November alongside the School Override, then they are both going to fail. I am not for doing it this year.

Council Member Tande gave background on putting the options together.

Vice Mayor Williams - Everything you are describing is the timing of the issue, when you get into the rationalization may or may not think I can't get into anybody's head and that screams these two issues won't pass simultaneously. I agree that we need all these things, and I appreciate your passion, but it is not the right time.

Mayor Wolcott - It is fairly clear where the Council is coming from but appreciates the passion and do the right thing for our City. There is a lot of information that we need and the Bond Committee did a terrific job. We called out our residents and I did hear from some, and they clearly want more information. I don't want to see this issue on the 2016 ballot, that ballot will be filled to capacity and will create voter apathy.

Regular City Council Meeting Minutes – June 16, 2015 – Page 7

Council Member Biundo - Council Member Tande missed the point of the Pickleball Court. I received two letters from Realtors, read a quote, threatens to leave Surprise if we don't go for a bond election to raise the property taxes in Surprise.

Public comments:

Tim Jarrell - Recently moved to Surprise a few months ago, we paused and almost didn't buy our home here when we saw the bond election fail. I am here to speak out against placing the bond on the November ballot. I believe in strong neighborhood district schools, it is a necessity for a prosperous City. We rank towards the bottom for state funding in the entire country. Over 1000 vacancies in the District. An educated community is a strong community.

No motion was made on this item.

Call to the public

Hall Ewing - Lives in Surprise since 2006, horse owner. I would like to help you here in Surprise. I am a business owner, I manufacture LED light bulbs and would like to give one out for each of the Council. 1.3 watts, imagine that every home could have a 1.3 watts. 3 years ago I represented Hickman Egg Ranch.

Other Business

Vice Mayor Williams - 1) Step down as Dysart's Liaison - bring it back in August 2) Collaborating with our schools and tie it in to one bond initiative v. doing separate

Mayor Wolcott - Sister City Affiliation - Tlaquepaque, Jalisco Mexico. Directed the City Manager to look at establishing a program and bring it to Council after the summer break

Mayor and Council Reports

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

Council Member Hall - Judging of the Entrepreneur Boot Camp; reflected on some of the things accomplished by staff: Public Works - Streets, CRS contract agreements; Economic Development; Water Resources - 4 policies; Community Development - very responsive; Communications - quarterly magazine is fantastic, website is better; Public Safety - no one compares.

Council Member Villanueva - Block Party at OTS, thanked staff and Women's World Soccer Team three members are from AZ.

Council Member Winters - Park and Ride Event; Winco - opens up on June 29 and Friday Night Chat (taking a summer break)

Vice Mayor Williams - reiterate what Council Member Hall spoke of earlier; thanked Communications and Jodi Tas

Mayor Wolcott - referred to how much has been accomplished this year under City Manager Wingenroth's direction

Council Member Hall made the motion to recess the Regular Meeting to enter into executive session at 8:44 PM. Council Member Tande seconded the motion. Seven yes votes. Motion carried.

Executive Session

11 – Discussions and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property; and to receive legal advice regarding the same, pursuant to 38-431.03(A)(3) & (7).

12 – Discussion and consultation with outside counsel to receive legal advice regarding a proposed City Code change to move the reporting relationship of the City Attorney from the City Council to the City Manager, including the impact on existing employment contracts. A.R.S. 38-431.03(A)(3) .

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Meeting of June 16, 2015 at 9:50 PM. Council Member Winters seconded the motion. Seven yes votes. Motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, June 16, 2015.**

Sherry Ann Aguilar, City Clerk

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

Thursday, June 18, 2015 @ 04:00 PM

A. Call to Order

B. Roll Call

Mayor Wolcott called the **Special City Council Meeting** to order at 04:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Thursday, June 18, 2015**. Also in attendance with Mayor Wolcott were Vice Mayor Williams, Council Member Winters, Council Member Biundo, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

C. Pledge of Allegiance

Special City Council Meeting Agenda:

Regular Agenda Items - Non Public Hearing:

1 - Consideration and action to recess into Executive Session to conduct midyear reviews.

Mayor Wolcott recessed the Special City Council Meeting at 4:01 PM to enter into executive session.

Executive Session

2 - Discussion regarding Mid-year Reviews for Appointed Officials - City Manager, City Clerk and City Attorney, pursuant to A.R.S. 38-431.03 (A)(1).

Special City Council Meeting Minutes – June 18, 2015 – Page 2

Adjournment

Mayor Wolcott adjourned the Special City Council Meeting of June 18, 2015 at 9:30 PM.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Special City Council Meeting of **Thursday, June 18, 2015**.

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	Tiffany Copp, Prosecutors Office
Submitting Department:	Attorney's Office	District:	Internal
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the City Manager to accept the ACJC Grant award from the Arizona Criminal Justice Commission in the amount of \$28,938; Resolution 2015-66.

Motion:

I move to approve Resolution 2015-66.

Background:

The newly awarded grant from the Arizona Criminal Justice Commission (ACJC) will be used to employ a part-time Program Assistant within the City Prosecutor's Office Victim Services Program. The Program Assistant will work alongside the existing Victim Advocate to provide both notification and direct services to victims of crime. The addition of the Program Assistant will result in the program being able to reach and serve more crime victims, as well as ensure that each victim receives comprehensive services from the program.

Financial Impact Statement:

The receipt of grant funding in the amount of \$29,000 and the city match requirement of \$9,646 have already been included as a part of the FY2016 budget.

ATTACHMENTS:

Click to download

- ☐ [Res 2015-66](#)
 - ☐ [ACJC Grant Award](#)
-

External Attachment Links:

Meeting Requirements:

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

RESOLUTION # 2015-66

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$28,938 FROM THE ARIZONA CRIMINAL JUSTICE COMMISSION, VICTIM ASSISTANCE GRANT (ACJC) #2015-VA-16-093, TO FUND ONE PART-TIME PROGRAM ASSISTANT FOR THE PROJECT PERIOD OF 07/01/2015 TO 06/30/2016.

WHEREAS, the Arizona Criminal Justice Commission, Victim Assistance Grant (ACJC) has awarded the City of Surprise \$28,938 in grant funding, to be disbursed over a project period of twelve months, from July 01, 2015 to June 30, 2016;

WHEREAS, the City of Surprise City Attorney's Office/Criminal Division desires to accept the grant funding for the employment of one part-time Program Assistant for the Victim Services Program;

WHEREAS, the FY2016 budget was adopted by Council Resolution #2015-53 on June 02, 2015 to include the Program Assistant position and matching amount of \$9,646.00; and

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

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

Section 1. The City is authorized to accept a grant in the amount of \$28,938.00 from the Arizona Criminal Justice Commission for the City of Surprise Prosecutor's Office to be able to continue its Victim Services Program.

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM ASSISTANCE PROGRAM
GRANT AGREEMENT

ACJC Grant Number VA-16-093
State Funded Grant Program

This Grant Agreement is made this 28th day of May, 2015, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and City of Surprise, hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2015 and terminate on June 30, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

- a. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

City of Surprise
15832 North Hollyhock Street
Surprise, Arizona 85378
Attn: Janeen Gaskins

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant among approved budget categories excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, GRANTEE may make budget adjustments among approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$19,531.00
Fringe Benefits (for salaries/overtime)	\$9,407.00
Overtime	\$0.00
Professional & Outside/Consultant & Contractual Services	\$0.00
Travel In-State	\$0.00
Travel Out-of-State	\$0.00
Match	\$9,646.00
Operating Expenses:	
Supplies	\$0.00
Registration/Training	\$0.00
Other	\$0.00
Equipment	
Capital	\$0.00
Noncapital	\$0.00
TOTAL	\$38,584.00
Positions Funded: Program Assistant	

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$28,938.00 in state funds. The matching amount for this award is \$9,646.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

10. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
11. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
12. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
13. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
Link: *Uniform Accounting Manual for Arizona Counties* <http://www.auditorgen.state.az.us>
14. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
15. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Mandated activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
Annual Report (July 1, 2015 – June 30, 2016)	August 15, 2016

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

16. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.

17. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
18. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
19. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.
20. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.
21. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
22. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
23. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
24. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
25. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
26. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
27. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
28. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
29. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.
30. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers,

officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

31. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

32. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
34. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
37. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

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38. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
39. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>
40. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.
41. GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grants Management Reference Manual.
Link: *ACJC Grants Management Reference Manual*
http://azcjc.gov/ACJC.Web/pubs/home/Grant_Management_Manual_9_2008.pdf
42. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
43. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
44. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
45. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

46. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
47. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.
48. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
49. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
50. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.
51. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
CRIME VICTIM ASSISTANCE PROGRAM
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITIONS

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204.

Authorized Official Initials: _____

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Board of Supervisors Chair

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

ATTEST:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE

Date

Printed Name and Title**Statutory or other legal authority to enter into Agreement (Excluding non-profits):**

Appropriate A.R.S., ordinance, or charter reference**FOR CRIMINAL JUSTICE COMMISSION:**

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

Date



**ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT
Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to an Intergovernmental Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, Universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards,

commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability

	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 4, 2015	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	5
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action extending by one year the expiration of the 'Mariposa Acres' final plat, a property generally located at 15851 West Tierra Buena Lane; Resolution 2015-65.

Motion:

I move to approve Resolution 2015-65.

Background:

The applicant is requesting a one (1) year extension for a previously approved final plat entitled “Mariposa Acres” that will divide a 4.5 acre parcel into two (2) separate parcels. One 1.5 parcel will be for an Assisted Care facility while the remaining 3 acres will remain residential with the existing home structure remaining.

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

- ☐ [FS12-168 - Mariopsa Acres - Final Plat Extension - Staff Report](#)
 - ☐ [FS12-168 - Mariopsa Acres - Final Plat Extension - Resolution 2015-65](#)
 - ☐ [FS12-168 - Mariopsa Acres - Final Plat Extension - Vicinity Map](#)
 - ☐ [FS12-168 - Mariopsa Acres - Final Plat Extension - Final Plat](#)
 - ☐ [FS12-168 - Mariopsa Acres - Final Plat Extension - Powerpoint Presentation](#)
-

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Hobart Wingard, Planner II

Eric Fitzer, Director

FINAL PLAT EXTENSION

REPORT TO THE CITY COUNCIL

Case: FS12-168
Project Name: Mariposa Acres
Council District: 5 - Palm
City Council Date: August 4, 2015
Planner: Hobart Wingard

Owner: King Over Pass, LLC

Applicant: Bob Saling of Award Realty

Request: The applicant is requesting a one (1) year extension for a previously approved final plat entitled "Mariposa Acres" that will divide a 4.5 acre parcel into two (2) separate parcels. One 1.5 parcel will be for an Assisted Care facility while the remaining 3 acres will remain residential with the existing home structure remaining.

Site Location: The subject project is located at 15851 West Tierra Buena Lane, approximately 3,600 feet south of the intersection of Bell and Reems Roads.

Site Size: 4.5 acres (approx.)

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Municipal Code.
- The proposed Final Plat is consistent with the Zone Change as approved under Ordinance 2014-06.
- The Final Plat is consistent with the Site Plan approved under case FS12-168.

Attachments:

FS16-001 City Council Resolution # 15-65
Final Plat (2 pages)

RESOLUTION #2015-65

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN EXTENSION OF THE FINAL PLAT ENTITLED "MARIPOSA ACRES," GENERALLY LOCATED AT 15851 WEST TIERRA BUENA LANE.

WHEREAS, on July 10, 2014, the Planning and Zoning Commission approved the Mariposa Acres Site Plan dated September 13, 2013;

WHEREAS, on August 19, 2014 the Mayor and City Council approved the Mariposa Acres Rezone;

WHEREAS, on August 19, 2014, the Mayor and City Council approved the Mariposa Acres Final Plat dated January 16, 2014;

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

WHEREAS, the final plat complies with the Surprise General Plan and Municipal Code.

WHEREAS, SUDC § 122-118(a)(2) provides that the city manager or designee may, upon proof of difficulty, recommend to the city council, and the council may approve, an extension of the completion date for a maximum period of one additional year.

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

Section 1. The Final Plat entitled "Mariposa Acres," dated January 16, 2014 is extended for an additional year until August 4, 2016.

APPROVED AND ADOPTED this _____ day of _____ 2015.

Sharon R. Wolcott, Mayor

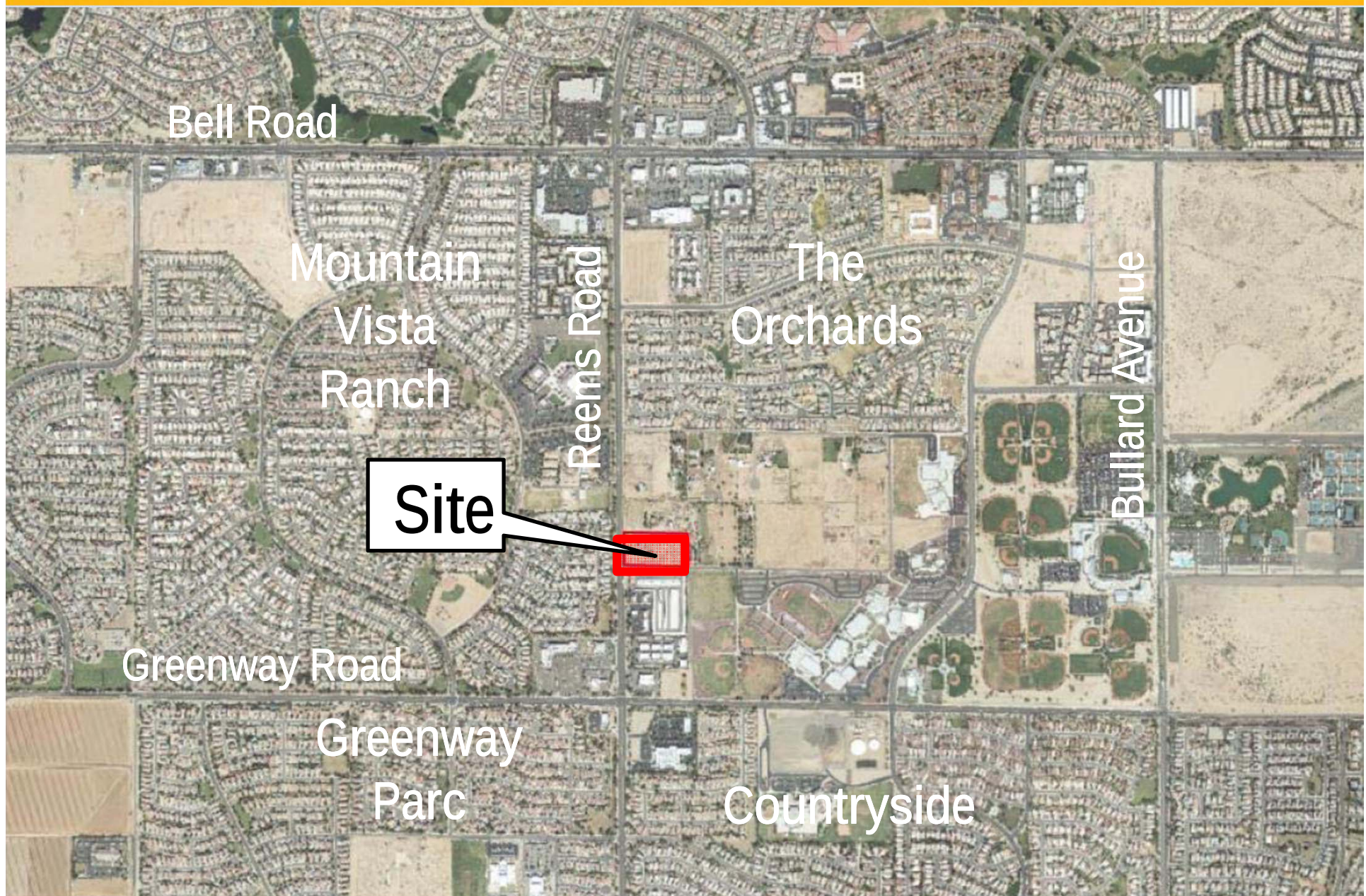
Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

VICINITY MAP – FS12-168



VICINITY MAP – FS12-168



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

KNOW ALL PERSONS BY THESE PRESENTS: KING OVER PASS, L.L.C., AN MONTANA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF MARIPOSA ACRES A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF MARIPOSA ACRES AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS ALL WATER/SEWER LINES AND WATER METERS AS SHOWN ON THE PLAT, INCLUDING A CROSS-ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES AND TO DEDICATED WATER/SEWER LINES/WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER/SEWER LINES/WATER METERS.

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

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

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

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

KING OVER PASS, L.L.C., AN MONTANA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY, AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

ANY PARTY WITH RIGHTS TO ANY WATER OR SEWER EASEMENT THAT OVERLAPS ANOTHER WATER OR SEWER EASEMENT SHALL HAVE THE RIGHT TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, REPLACE AND UTILIZE THE WATER/SEWER LINES/WATER METERS IN SUCH EASEMENTS THAT OVERLAP IN AN EMERGENCY SITUATION WITHOUT THE CONSENT OF ALL PARTIES WITH RIGHTS TO SUCH EASEMENTS. IN SUCH AREAS THAT OVERLAP IN A NON-EMERGENCY SITUATION ALL PARTIES SHALL CONSENT PRIOR TO ALLOWING ANY OTHER PARTY TO PERFORM ANY INSTALLATION, CONSTRUCTION, MAINTAINANCE, REPAIR, OR REPLACEMENT WORK WITHIN THE EASEMENT.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY THE OWNER.

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

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 21ST DAY OF May, 2015.

KING OVERPASS, L.L.C., AN MONTANA LIMITED LIABILITY COMPANY,

BY: [Signature]

ITS: Manager

FINAL PLAT
MARIPOSA ACRES
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
G&SRB&M, MARICOPA COUNTY, ARIZONA

PUBLIC NOTICE:

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY:

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

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

NOTES:

IF AT THE TIME OF BUILDING PERMIT FOR A RESIDENTIAL DWELLING UNIT IT IS DETERMINED THAT THERE ARE INSUFFICIENT FIRE FLOWS THE DWELLING UNIT SHALL BE EQUIPPED WITH A FIRE SPRINKLING SYSTEM, SUBJECT TO THE REVIEW AND APPROVAL BY THE CITY OF SURPRISE.

THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1220L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20150398165 06/04/2015 10:26
BOOK 1231 PAGE 38
ELECTRONIC RECORDING

MariposaAcres-2-1-1-M-
chagollaaj

LEGAL DESCRIPTION

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE SOUTH 15 FEET AS QUIT CLAIMED TO THE CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION RECORDED IN DOCUMENT NO. 2005-0434832.

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, BEARS SOUTH 88°28'49" EAST, AS ASSURED IN BOOK 688 OF MAPS PAGE 41.

ASSURED WATER SUPPLY

THIS IS TO CERTIFY THAT THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICES OF THE ARIZONA AMERICAN WATER COMPANY. THE ARIZONA DEPARTMENT OF WATER RESOURCES HAS GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY, DWR FILE NO. 27-700529.0000

SITE DATA

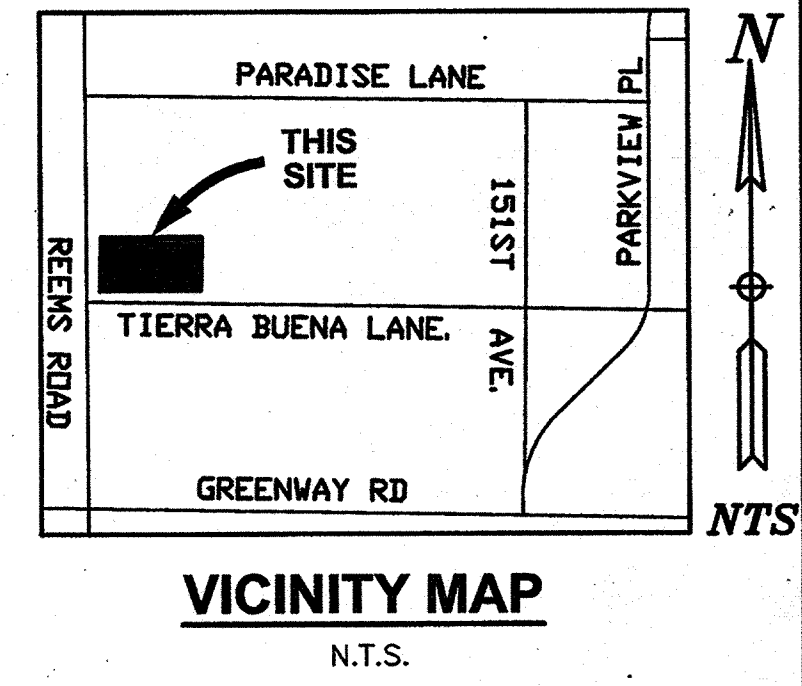
APN 501-17-957

DEVELOPER/OWNER

KING OVER PASS LLC
15853 W. TIERRA BUENA LANE
SURPRISE, AZ 85374



SCALE 1" = 40'
40 30 20 10 0 20 40 80



ACKNOWLEDGMENT

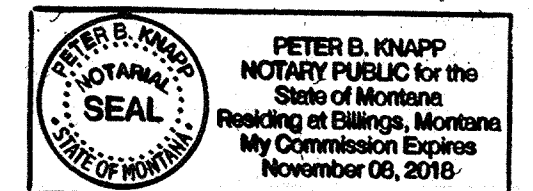
STATE OF MONTANA }
COUNTY OF Yellowstone } S.S.

ON THIS 21ST DAY OF May, 2015, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, APPEARED ERICST DUTON, WHO ACKNOWLEDGED HIMSELF TO BE A MEMBER OF KING OVERPASS, LLC, AN MONTANA LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE, AS SUCH MEMBER BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

BY: [Signature] May 21, 2015
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:



CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS 28TH DAY OF MAY, 2015, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.
APPROVED [Signature] 05/28/2015
FOR CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA
THIS 19TH DAY OF August, 2014.
MAYOR [Signature] 6/8/2015
ATTEST: [Signature] 6-1-2015
CITY CLERK DATE

CERTIFICATION

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT, CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF MAY 2013, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST, THAT ALL LOT CORNERS ARE SET, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature] 1-16-14
SIGNATURE DATE

FEMA INFORMATION

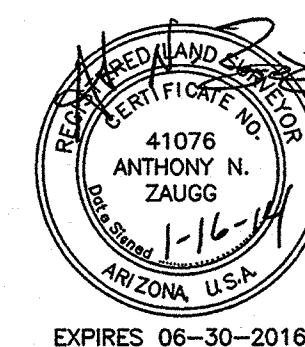
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FS 12-168

DATE

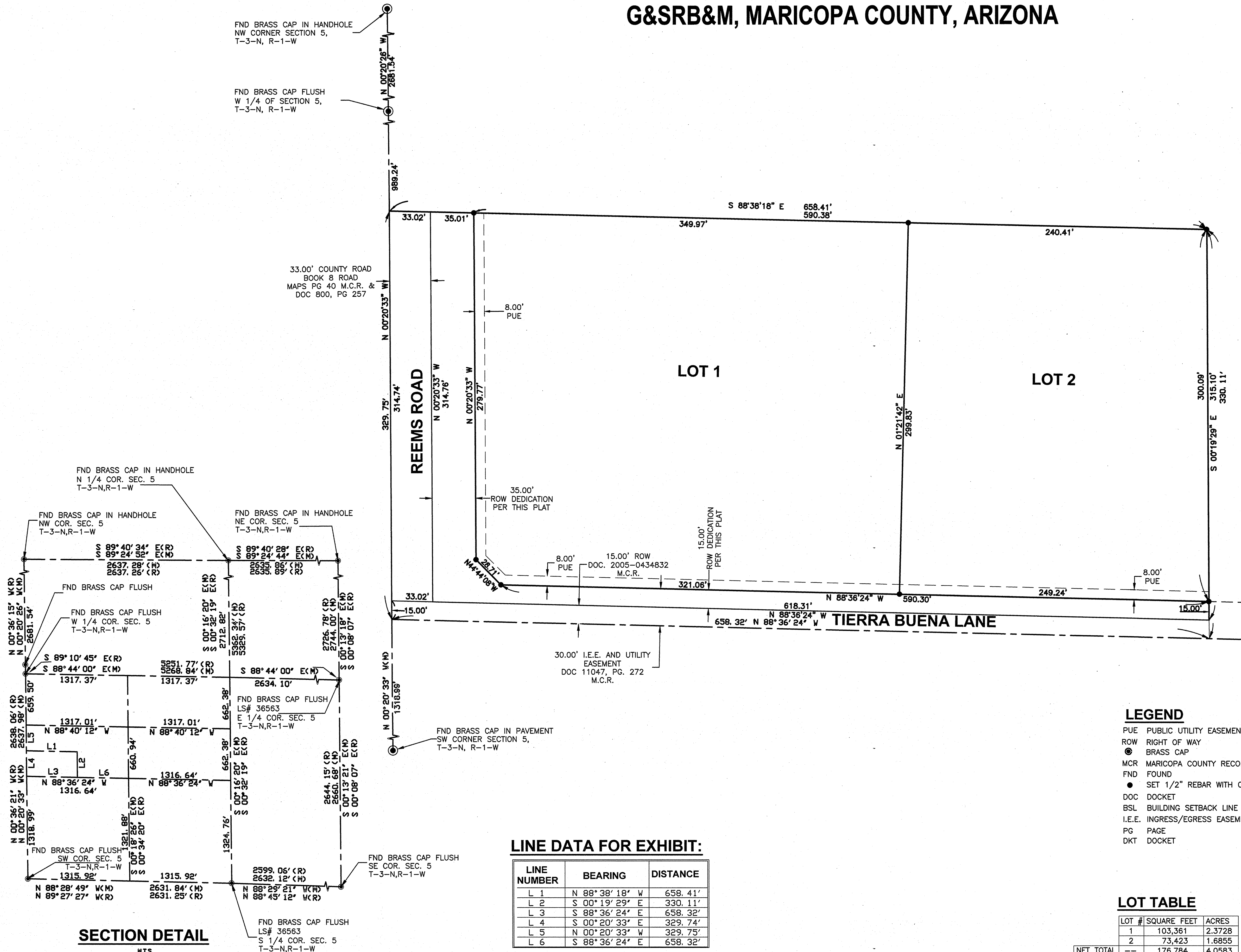
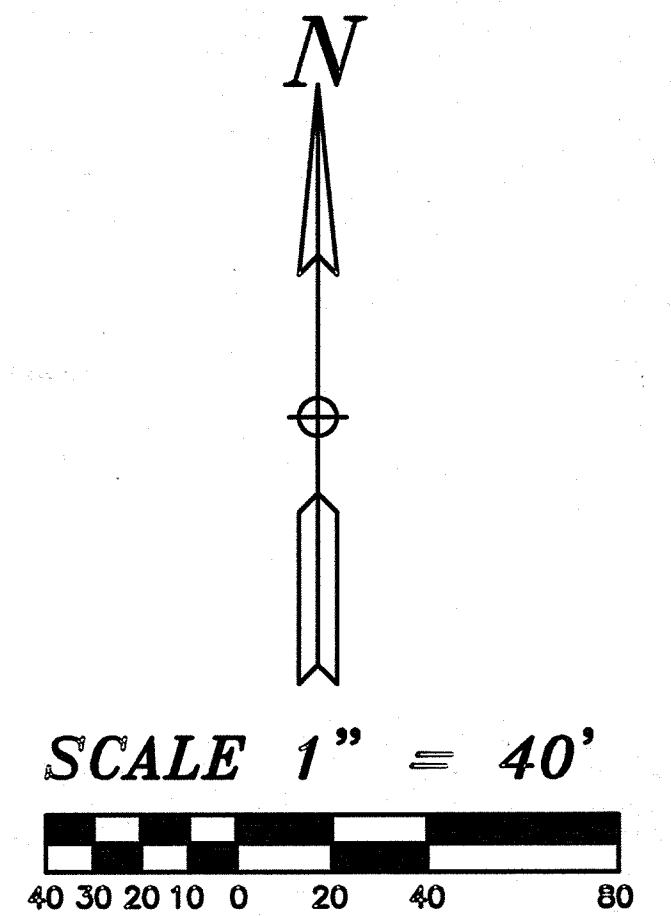


	ALLEN CONSULTING ENGINEERS, INC.	3921 E. BASELINE ROAD #002 GILBERT, ARIZONA 85234 PHONE (480) 844-1866 E-MAIL: ace@allenconsultengr.com
	MARIPOSA ACRES	
SURPRISE, ARIZONA		
FINAL PLAT		
JOB NUMBER	94900	SHEET 1 OF 2
DRAWING	FINAL PLAT	
DRAFTSMAN	CHECKED BY	DATE 01-16-14



FINAL PLAT MARIPOSA ACRES

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
G&SRB&M, MARICOPA COUNTY, ARIZONA



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20150398165 06/04/2015 10:26
BOOK 1231 PAGE 38
ELECTRONIC RECORDING
MariposaAcres-2-1-1-M-
chagollaj

LEGEND

PUE PUBLIC UTILITY EASEMENT
ROW RIGHT OF WAY
● BRASS CAP
MCR MARICOPA COUNTY RECORDS
FND FOUND
● SET 1/2" REBAR WITH CAP #41075
DOC DOCKET
BSL BUILDING SETBACK LINE
I.E.E. INGRESS/EGRESS EASEMENT
PG PAGE
DKT DOCKET

LINE DATA FOR EXHIBIT:

LINE NUMBER	BEARING	DISTANCE
L 1	N 88° 38' 18" W	658.41'
L 2	S 00° 19' 29" E	330.11'
L 3	S 88° 36' 24" E	658.32'
L 4	S 00° 20' 33" E	329.75'
L 5	N 00° 20' 33" W	329.75'
L 6	S 88° 36' 24" E	658.32'

LOT TABLE

LOT #	SQUARE FEET	ACRES
1	103,361	2.3728
2	73,423	1.6855
NET TOTAL	176,784	4.0583
ROW	20,071	0.4608
GROSS TOTAL	196,855	4.5191



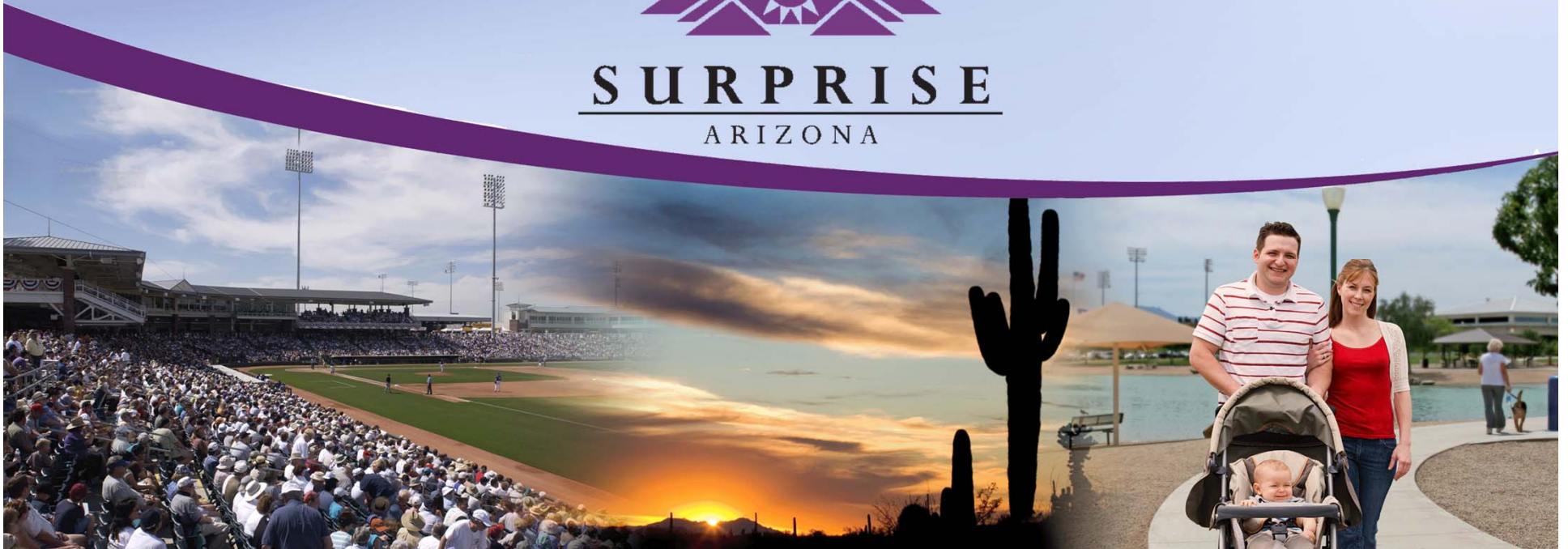
3921 E. BASELINE ROAD #002
GILBERT, ARIZONA 85234
PHONE (480) 844-1666
E-MAIL: ace@allenconsultengr.com

MARIPOSA ACRES
SURPRISE, ARIZONA
FINAL PLAT

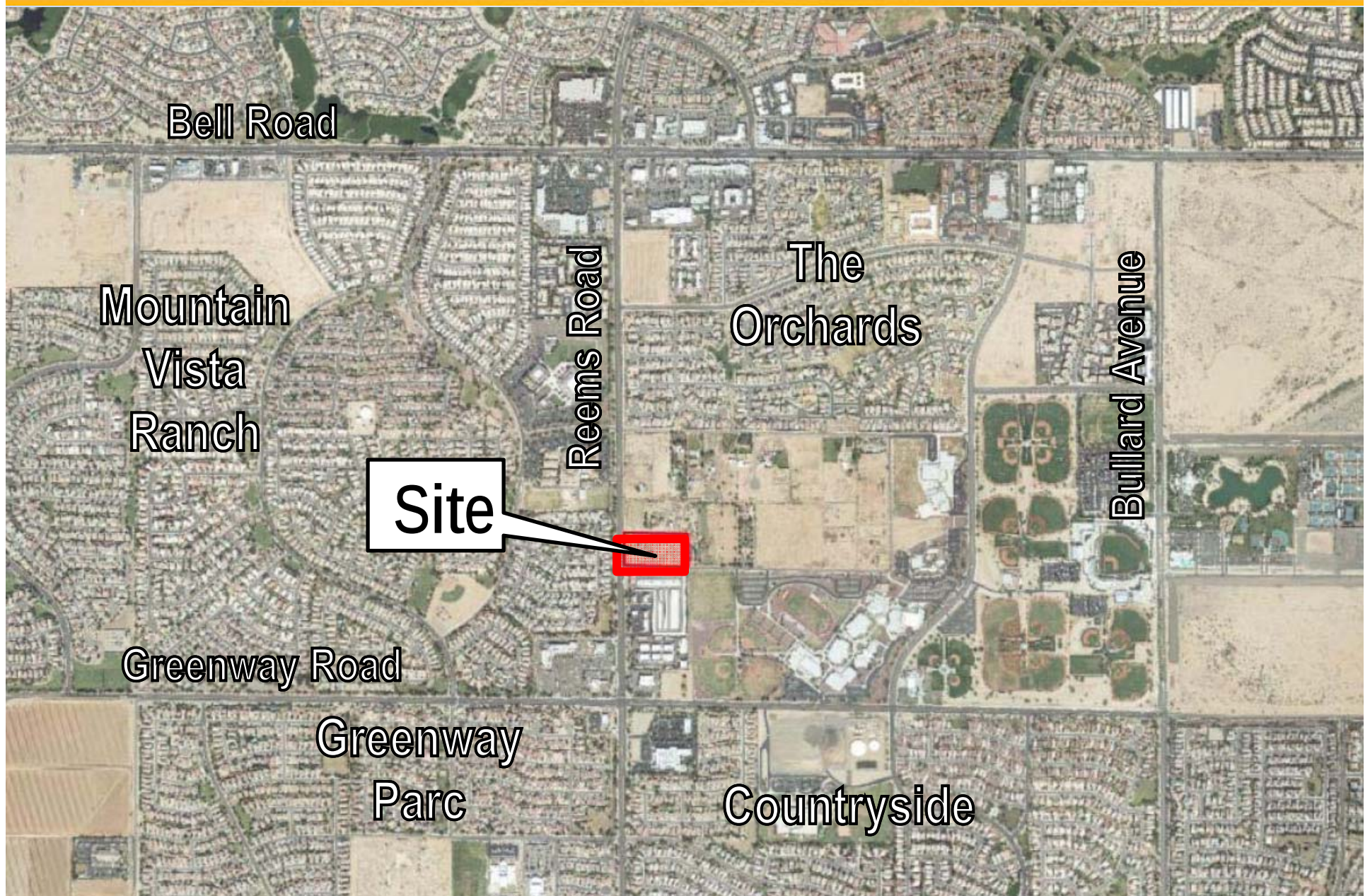
JOB NUMBER	94900	SHEET	2 OF 2
DRAWING	FINAL PLAT	CHECKED BY	DATE 04-09-14
DRAFTSMAN			

Mariposa Acres Final Plat Extension

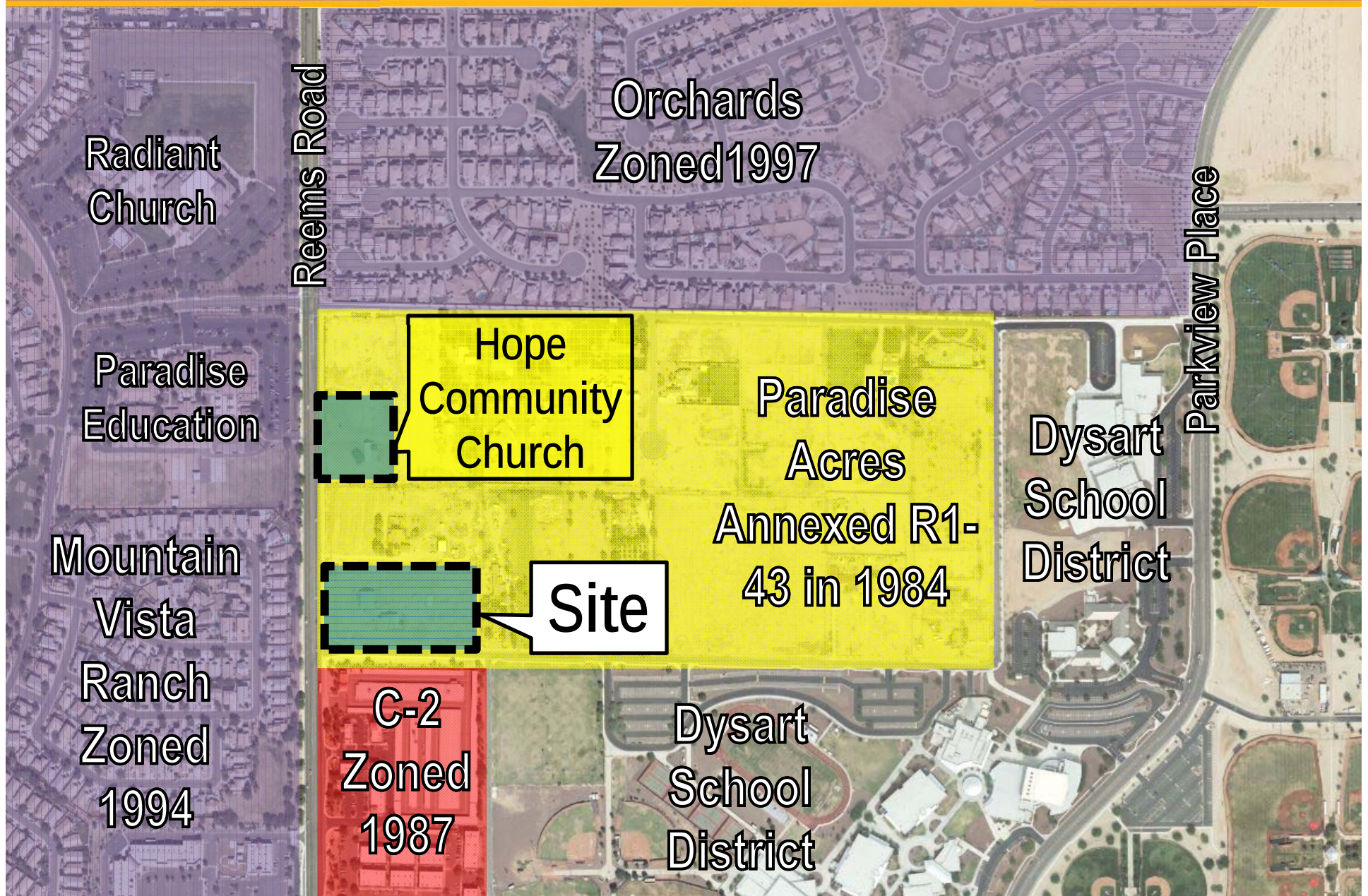
City Council
August 4, 2015



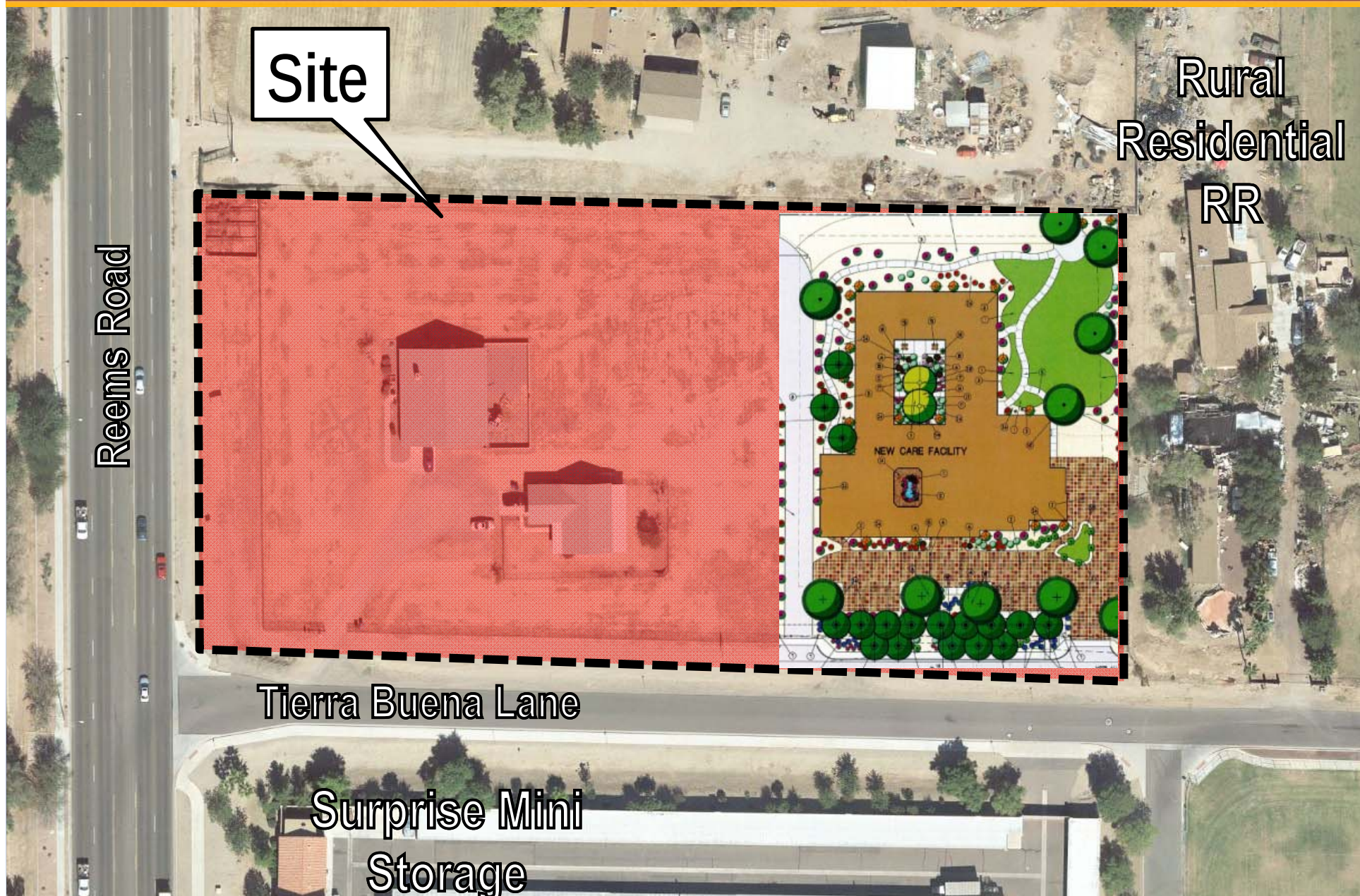
VICINITY MAP



CONTEXT MAP



VICINITY MAP



LANDSCAPE



Preliminary
Landscape Plan
Scale 1:20
GRAPHIC SCALE
NORTH

PLANT SCHEDULE:

PISTACHIA CHINENSIS	24\"/>
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* PLANTS WITH ASTERISKS ARE ON THE ARIZONA DEPARTMENT OF WATER RESOURCES LOW WATER USE LIST. (THERE ARE 50% TREES AND 50% PALMS AND SHRUBS THAT ARE CONSIDERED LOW WATER USE.)

PLAN KEY NOTES:

- 1 SEED LAIN
- 2 PAVESTONE PAVERS OVER 4\"/>



PHOENIX PRECAST PRODUCTS
TUSCANY SERIES TIERED FOUNTAIN
MODEL TUSF472412T

BOULDER SCHEDULE:

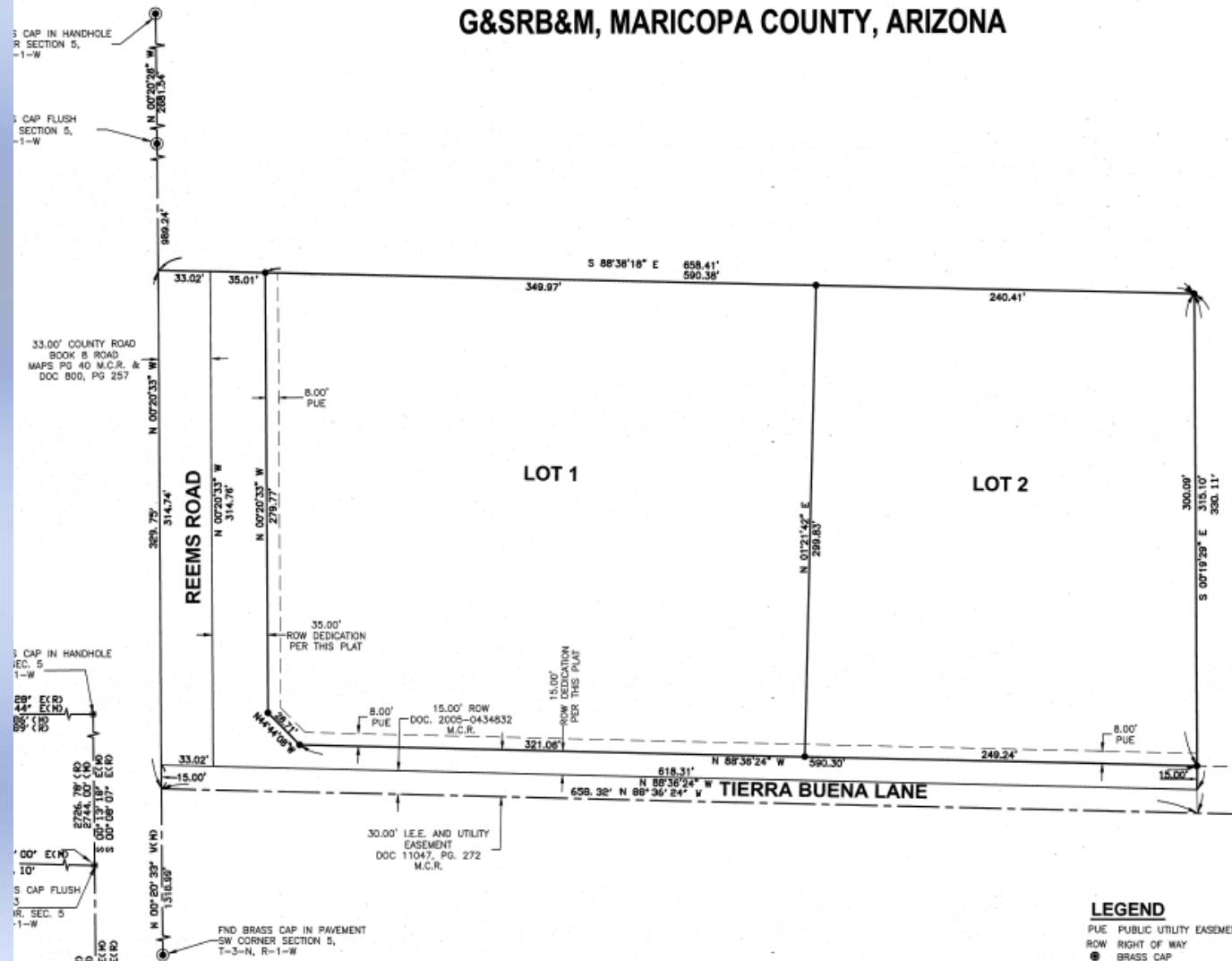
- A 4\"/>

FINAL PLAT



FINAL PLAT MARIPOSA ACRES

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
G&SRB&M, MARICOPA COUNTY, ARIZONA



Questions or Comments?





CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 4, 2015	Contact Person:	Jeanine Jerkovic, Economic Development
Submitting Department:	Econ Development	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action approving an agreement between the City of Surprise and the Greater Phoenix Economic Council (GPEC) for the participation and support of regional economic development programs, in the amount of \$54,434.00.

Motion:

Motion to approve the GPEC annual agreement..

Background:

Financial Impact Statement:

Funding for the annual agreement is budgeted in the FY2016 Economic Development services budget.

ATTACHMENTS:

Click to download

☐ [GPEC Agreement with Exhibits](#)

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):

Jeanine Jerkovic, Economic Development Director

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

The City Council of the CITY OF SURPRISE, a municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2015 - June 30, 2016.

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

I. RESPONSIBILITIES OF GPEC

A. MISSION: GPEC works to attract quality businesses to the Greater Phoenix Region from around the world, and advocate and champion foundational effects to improve the region's competitiveness.

B. GOALS: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC will implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”).

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

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and will be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, GPEC may revise these performance targets with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC will provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2015. Monthly Activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

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

II. RESPONSIBILITIES OF THE CITY

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

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

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

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

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

B. COMPENSATION:

1. The City agrees to pay **\$54,434.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2016. This amount is based on approximately \$.4397 per capita, using the 2014 Office of Employment and Population Statistics, Arizona Department of Administration, estimating the City's population as **123,797**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased during the term of this Agreement consistent with any changes in the per capita payments by other municipalities which

support GPEC.

2. Funding of this Agreement is subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City;
3. Nothing herein precludes the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder; and
4. GPEC will submit an invoice for payment due under this agreement pursuant to Paragraph III.B.1 on an annual basis within 30 days of City Council approval of Agreement.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, and to cooperate in furthering GPEC's goals for the 2015-2016 fiscal year. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY 2016-2017 contract.
3. The City agrees to work with GPEC during the FY2015-2016 program year to develop a revised public sector funding plan, including a regional allocation formula for FY2016-2017, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City has the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Surprise which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement is void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. The parties acknowledge that the services provided under this Agreement are being

provided as an independent contract, not as an employee or agent of the City. City has no right to control GPEC beyond the results of GPEC's services contemplated pursuant to this Agreement. GPEC has no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC has no authority, express or implied, under to this Agreement to bind City to any obligation whatsoever.

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

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

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

- F. INSURANCE:** GPEC must procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.
- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings may be reviewed by any competent court consistent with Subsection L. In the event of such termination, the City is entitled to pursue all legal and equitable remedies against GPEC available to the City.
- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

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

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

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

I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.

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

- J. TERMINATION.** This Agreement will expire on June 30, 2016 unless otherwise extended by the Parties. Except as otherwise set forth in this Agreement, City has the right to terminate this Agreement if GPEC fails to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure

continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied is given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default will be deemed to have occurred or to exist if, and so long as, GPEC commences such action within that period and diligently and continuously prosecutes the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder must materially comply with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, will be tried according to the laws of the State of Arizona, and GPEC agrees that the venue for any such action will be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement must be in writing and is deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

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

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

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

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

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

- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity has any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B - GPEC Performance Measures
Exhibit C - Targeted Industries
Exhibit D - Reporting Mechanism for Contract Fulfillment
Exhibit E - Insurance Requirements
Exhibit F – Regional Cooperation Protocol

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2015.

City of Surprise, a municipal corporation

By: _____
Honorable Sharon Wolcott, Mayor

ATTEST:

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: _____

Chris Camacho
President & Chief Executive Officer

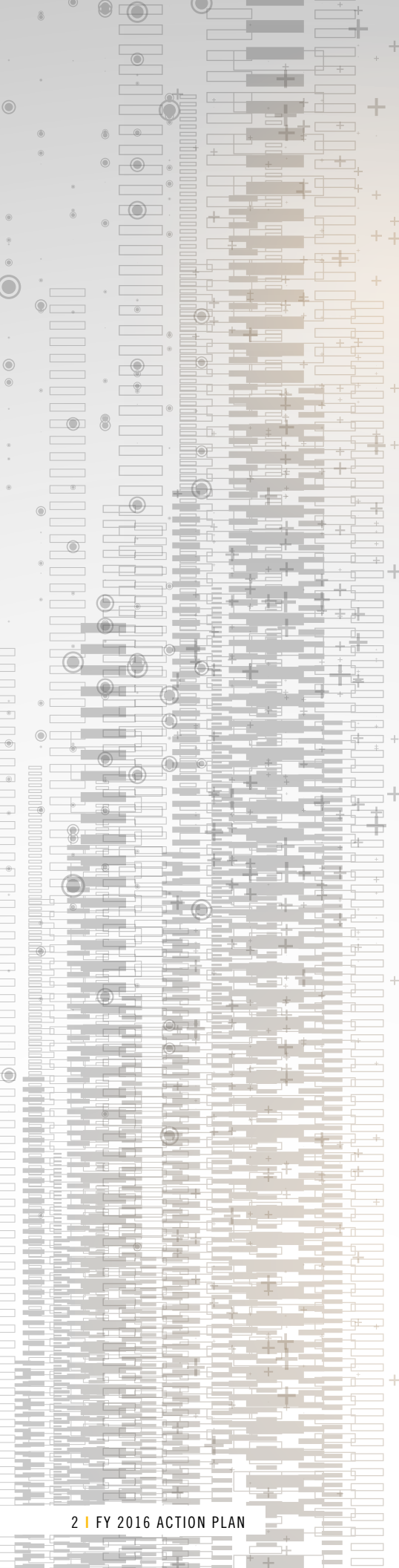


ARCHITECTING THE FUTURE

FY 2016 ACTION PLAN



Greater Phoenix
ECONOMIC COUNCIL



FY 16 ACTION PLAN

GPEC MISSION

Attract quality businesses to the Greater Phoenix region from around the world, and advocate and champion foundational efforts to improve the region's competitiveness.

EXECUTIVE SUMMARY

Through a true public-private partnership, the Greater Phoenix Economic Council (GPEC) continues to lead the nation as a best-in-class economic development organization. The collaborative results of regionalism combined with cutting-edge analytics positions GPEC to engineer the future of the Greater Phoenix economy in unprecedented ways. The launch of the Competitiveness Council will bring new voices to the table to join the conversation in shaping the future economy. In-depth market analysis and digital marketing tactics will shed light on the value and desirability of the market. And sophisticated market intelligence will continue to highlight the region's strengths and promote our communities. Going into fiscal year 2016, GPEC's pipeline is stronger than ever, its marketing and communications efforts are elevating the regional brand, and new leadership has invigorated the organization and the community with new direction and aspirational goals. We are excited for the next era of GPEC, and invite you to join us as we architect the future of Greater Phoenix.

WHAT TO EXPECT IN THE FOLLOWING PAGES

FY15 MILESTONES

Momentum gained in the last year — select achievements and key benchmarks

FY16 ACTION ITEMS

Sample of activities that adhere to a five-year vision and result in progress

DRIVES THESE

FY16 METRICS

Shows relationship between action items and annual performance goals

STRATEGIC PILLARS

As approved by GPEC's Board of Directors in FY11, these strategic pillars will guide the organization's fiscal year activities, and by 2016, lead to the following vision statements:

STRATEGIC PILLAR	BY 2016
Market Intelligence	GPEC's market intelligence model will be best-in-class.
Next Generation	GPEC will elevate Greater Phoenix as a leading center of emerging technologies.
Attraction	GPEC will maintain its reputation as a credible, respectable and "go to" organization.
International	GPEC's foreign direct investment approach will be a national best practice.
Regional Brand	GPEC will successfully define Greater Phoenix as a region that is forward-thinking, innovative and business-friendly.
GPEC Brand	GPEC will be the nation's premier agency and leader in the economic development realm. In Arizona, GPEC will be the principal leadership organization.
Capital Markets / Venture Formation	GPEC will develop a science and technology-based fund that will drive regional innovation activity.

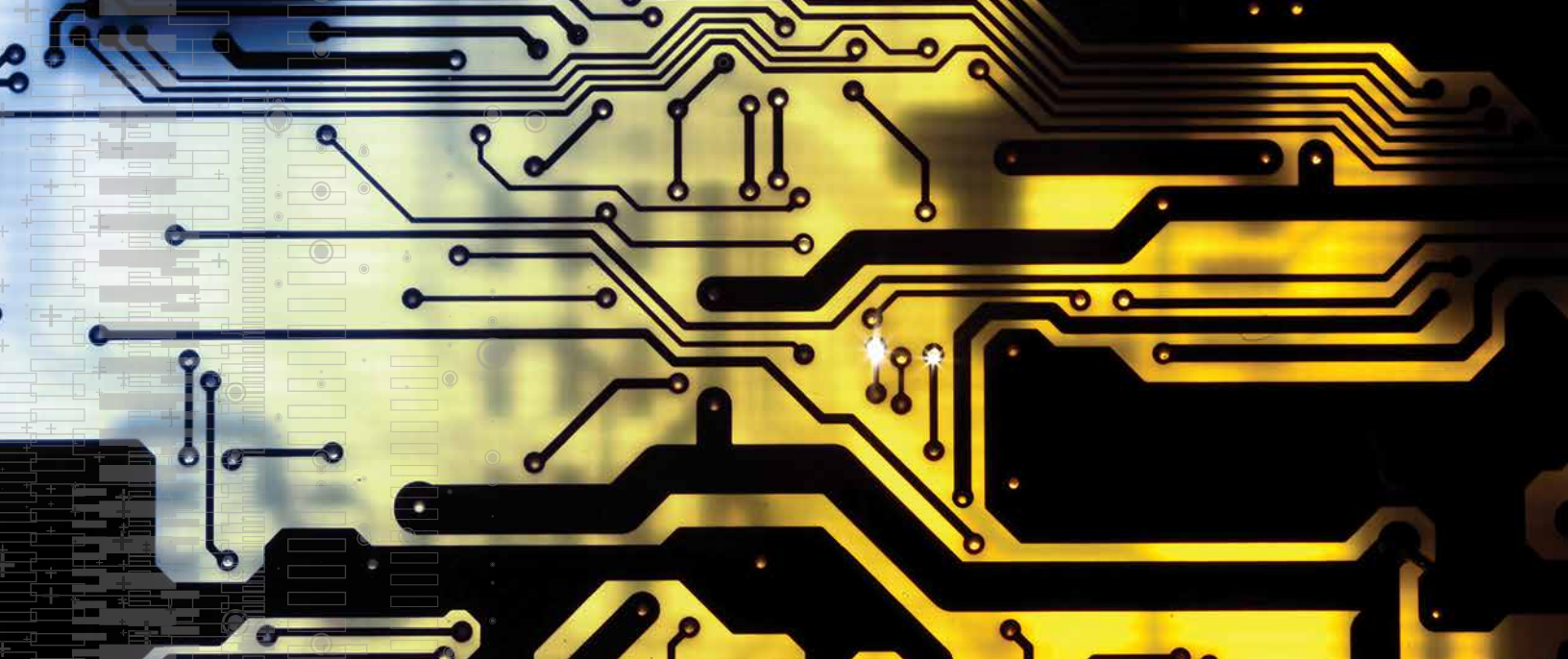
METRICS

METRIC	THRESHOLD	TARGET	STRETCH
PAYROLL GENERATED	\$205.48 M	\$226.03 M	\$248.63 M
NUMBER OF JOBS	4,794	5,273	5,801
HIGH-WAGE JOBS	2,493	2,742	3,016
AVERAGE HIGH-WAGE SALARY	\$51,574	\$57,304	\$63,034
QUALIFIED PROSPECTS	210	231	254
QUALIFIED INTERNATIONAL PROSPECTS	37	41	45
EMERGING TECH ASSISTS	10	12	14
REACH OF EDITORIAL PLACEMENTS	275 M	302 M	332 M

BUDGET

JULY 1, 2015 - JUNE 30, 2016

REVENUES	FY 2015 FORECAST	% OF TOTAL	FY 2016 BUDGET	% OF TOTAL	FY 2015 BUDGET	\$ CHANGE	CHANGE
Public Funds	\$2,244,000	40.9%	\$2,271,100	40.6%	\$2,246,500	\$24,600	1.1%
Private Funds	2,400,000	43.7%	2,600,000	46.5%	2,550,000	50,000	2.0%
New Pledge Revenue	225,000	4.1%	250,000	4.5%	250,000	-	0.0%
In-Kind Pledges	59,000	1.1%	77,000	1.4%	59,400	17,600	29.6%
Events & Programs	221,000	4.0%	150,000	2.7%	165,000	(15,000)	(9.1%)
Sponsorships	86,000	1.6%	25,000	0.4%	100,000	(75,000)	(75.0%)
Grant Income	250,000	4.6%	212,900	3.8%	-	212,900	100.0%
Other	7,000	0.1%	2,500	0.0%	3,300	(800)	(24.2%)
Total Revenues	\$5,492,000	100.0%	\$5,588,500	100.0%	\$5,374,200	\$214,300	4.0%
OPERATING EXPENDITURES							
Business Development	419,000	8.2%	416,400	7.7%	434,200	(17,800)	(4.1%)
Marketing	209,000	4.1%	304,100	5.6%	258,500	45,600	17.6%
Research & Strategy	265,000	5.2%	283,000	5.2%	265,100	17,900	6.8%
External Relations	84,000	1.6%	95,200	1.8%	94,400	800	0.8%
Resource Management	200,000	3.9%	240,900	4.5%	199,700	41,200	20.6%
Personnel	2,976,000	58.3%	3,230,400	59.9%	3,295,100	(64,700)	(2.0%)
Facilities	441,000	8.6%	454,900	8.4%	447,400	7,500	1.7%
In-Kind	59,000	1.2%	77,000	1.4%	59,400	17,600	29.6%
Events & Programs	251,000	3.6%	140,000	2.6%	205,000	(65,000)	(31.7%)
Total Operating Expenditures	4,904,000	96.1%	5,241,900	97.2%	5,258,800	(16,900)	-0.3%
NON-OPERATING EXPENDITURES							
Grant Expenses	200,000	3.9%	152,500	2.8%	-	152,500	100.0%
Total Expenses	\$5,104,000	100.0%	\$5,394,400	100.0%	\$5,258,800	\$135,600	2.6%
Net Gain (Loss)	\$388,000		\$194,100		\$115,400	\$78,700	
Less: Capital Expenditures	(14,000)		(95,000)		(10,000)	(85,000)	
Amortization of Deferred Rent	(58,000)		(63,600)		(57,700)	(5,900)	
Amortization of Capital Leases	(15,000)		(10,500)		-	(10,500)	
Add: Depreciation	37,000		50,300		31,000	19,300	
Changes from Operating Activities	(358,000)		12,400		(6,600)	19,000	
Net Cash Flows	(20,000)		87,700		72,100	15,600	
Beginning Cash	1,785,000		1,765,000		1,685,000	80,000	
Ending Cash	\$1,765,000		\$1,852,700		\$1,757,100	\$95,600	



BUSINESS DEVELOPMENT

CREATE AND MAINTAIN HIGH-QUALITY JOBS AND INVESTMENT
through targeted, direct selling

PROACTIVELY PURSUE THE BEST PROJECTS
that meet community and regional objectives

FY 15 MILESTONES

✓ SEEK INVESTMENT
TO ACCELERATE DEVELOPMENT
AND COMMUNITY PLANNING

Working together, GPEC's Economic Development Directors Team and the Community Building Consortium identified key assets in the region for investment promotion through a REIT/developer task force. GPEC's business development team targeted and attended conferences with leaders in national real estate and development. Building a network of development influencers, GPEC integrated development executives and capital managers into the standard sales mission process which includes site selection consultants, tenant representative brokers and corporate real estate executives promoting the assets of the region.

✓ HOST NATIONAL AND
INTERNATIONAL ROAD SHOWS

GPEC successfully hosted road shows in San Francisco, San Jose and Washington, DC. Led by mayors and county supervisors, GPEC convened key executives to demonstrate the investment and supply chain opportunities available in Greater Phoenix.

✓ PLACE A RAZOR-SHARP FOCUS
ON CALIFORNIA

The business development team led more than twenty missions into California, targeting high growth technology companies, advanced manufacturing operations and logistics users. The sales missions were part of an aggressive strategy to bolster direct lead-generation through engagement with key multipliers and industry executives. California expansions remain a top source of prospects for GPEC.

FY 16 ACTION ITEMS

ACTION ITEM → IMPLEMENTATION PLAN

DRIVES THESE FY16 METRICS

Pipeline of qualified prospects

Pipeline of qualified international prospects
Total number of jobs created

Payroll generated

Average high-wage salary

Number of high-wage jobs created

Stakeholder satisfaction with business attraction

SUPPORTS THESE STRATEGIC PILLARS

Attraction

International

Regional Brand

GPEC Brand

Accelerate California Technology, Corporate Headquarters and Manufacturing Opportunities →

California continues to generate the majority of prospects. As such, GPEC will target advanced manufacturing, distribution and technology companies, as well as key multipliers, REITs, venture capitalists and corporate real estate executives in California, through strategic marketing efforts and direct engagement with companies with California corporate headquarters.

Host National and International Road Shows →

Following the success of road shows in Silicon Valley, Vancouver, and San Francisco, GPEC will execute three missions with major events, to be led by the region's mayors and Maricopa County Supervisors. Supported by GPEC investors, the organization will convene key executives and multipliers and demonstrate the regional value proposition to targeted industry leaders.

Expand FDI Activities in Canada and Enhance Efforts in the United Kingdom and Western Europe and Support Efforts in Mexico →

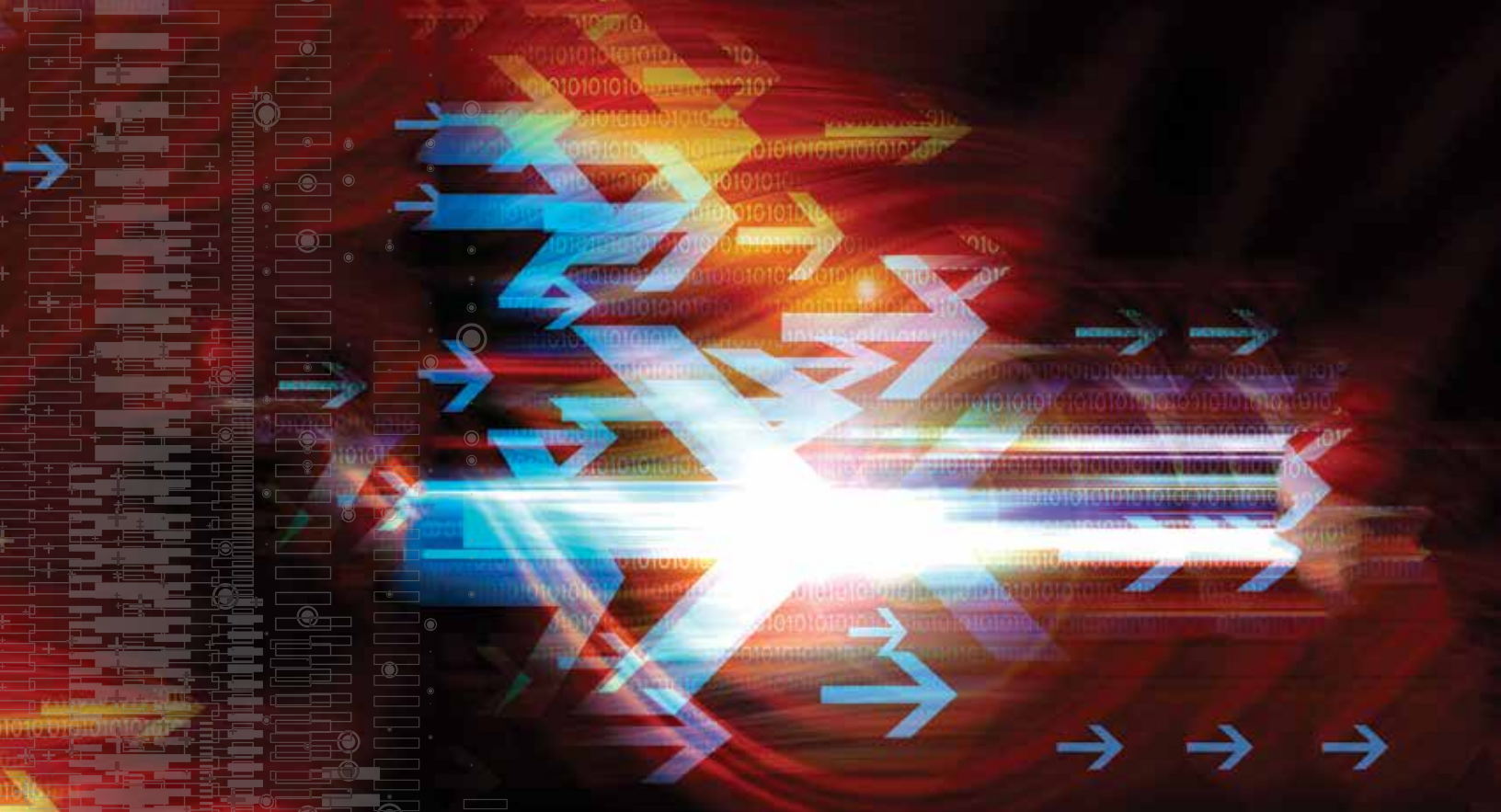
Following successful missions into Toronto, GPEC will expand its efforts in the Ontario Province while evaluating additional opportunities in Eastern Canada. In addition, the UK is predicted to be the fastest growing economy of the G7, and its economic growth, along with its strong financial services and technology sectors, make it an ideal target for FY16 efforts. Both the UK and Western Europe will be approached through conferences and sales missions, leveraging U.S.-based relationships that have been built over the last two fiscal years. GPEC will continue to support state and city's efforts to strengthen relationships and commerce between Arizona and Mexico.

Progress Corporate 100 Program →

Last year, GPEC identified and began to profile the top 100 employers in the Greater Phoenix region, not headquartered in Arizona. This year, GPEC will accelerate efforts to profile these companies and continue establishing relationships between local community leadership and companies' national leadership in order to mitigate potential contraction, as well as identify areas of opportunity for new growth and expansion.

Solidify Reputation as Best-in-Class Economic Development Organization →

By expanding its visitation program with site selection consultants and multipliers (e.g., law firms, financial institutions), GPEC will continue to solidify its reputation as a best-in-class economic development organization. In addition, top site selection consultants will evaluate the services provided by GPEC's business development team, including the use of advanced labor analytics and cost analysis tools, relative to other market leaders nationally.



COMPETITIVENESS

GUIDE NEW, STRATEGIC BUSINESS OPPORTUNITIES
through geographic and industry trend analyses

EVALUATE TARGETED, SOUND ECONOMIC DEVELOPMENT PROGRAMS
that enhance regional and state competitiveness

FY 15 MILESTONES

✓ LAUNCH VELOCITY

Velocity has launched with an Interim Board of Directors led by regional business and civic leaders. With guidance from the advisory committee, the Velocity Board began the process of forming an independent 501(c)3 and developing a communication strategy.

✓ EXECUTE GLOBAL CITIES INITIATIVE

Through participation in the Brookings' Global Cities Initiative, the region's export plan was created. The plan will be operationalized with the assistance from the Arizona Small Business Association. Among the first steps in the implementation will be grant development and fundraising, marketing and communication, and creation of Metro Phoenix Export Alliance.

✓ CONVENE EXECUTIVE MISSION TO WASHINGTON D.C.

In May, GPEC led a mission of more than 50 executives, mayors and county supervisors from around the state to Washington, DC for the organization's biennial mission to the nation's capitol. Focusing on workforce development, entrepreneurship and innovation, international investment and trade and aerospace and defense, GPEC met with the state's congressional delegation and influential leaders to discuss the region's competitiveness.

FY 16 ACTION ITEMS

ACTION ITEM → IMPLEMENTATION PLAN

Operationalize a Council on Competitiveness

→ Executives of key regional industries will convene and use data analysis and best practices to make policy recommendations that will lead to an improvement in the region's competitive position.

Elevate Community Partnership Program

→ GPEC will continue to evolve the Community Partnership Program, broadening the scope to holistic economic development approaches. In FY16, GPEC will work closely with the economic development directors and civic leadership, engaging and reinforcing regionalism as an effective framework for achieving economic prosperity for all communities.

Launch High-Impact Districts Strategy

→ GPEC will look to the density of economic activity in the region, with the aim of analyzing current concentrations and existing assets to profile "High-Impact Districts" and their surrounding areas. GPEC will collaborate with MAG and communities on data analytics, which will support marketing, strategic planning and policy development around growing these districts.

Perfect Market Intelligence Platform

→ GPEC will build on the proven market intelligence model, which focuses on expanding industry analysis and the Corporate 100 program. Update the aerospace and defense analysis and assess the continuing impact of sequestration on the industry. GPEC will formalize its market intelligence strategy as a regional business retention and expansion model in collaboration with the chambers and other organizations.

Support Velocity Implementation

→ GPEC will continue to engage and support successful implementation of Velocity, which includes operations and governance, the launch of early-stage projects, and communications and outreach.

DRIVES THESE FY16 METRICS

Pipeline of qualified prospects

Average high-wage salary

Emerging technology assists

Competitive position progress

SUPPORTS THESE STRATEGIC PILLARS

Market Intelligence

Next Generation

Attraction

International

Regional Brand

GPEC Brand

Capital Markets /
Venture Formation



MARKETING & COMMUNICATIONS

MARKET AND PROMOTE THE REGION'S STRENGTHS AND ASSETS
in new markets using non-traditional tools

CONTINUE TO POSITION GPEC AS A RELIABLE RESOURCE
for stakeholders, policy-makers, citizens and media on key economic development issues

FY 15 MILESTONES

✓ TARGETED LEAD-GENERATION FOR BUSINESS DEVELOPMENT

A beta-test of a digital lead-gen campaign was executed, allowing GPEC to analyze the behavior of leads to determine what they are trying to identify, how they search, and their preferred method of interaction. The results led to new leads, prospects and locates. A California microsite plan was developed and will be launched in FY16.

✓ PROMOTE COUNTY COMPETES

Partnering with Maricopa County, GPEC developed a content-specific marketing presence to raise awareness among clients on the County's proactive and rapid willingness to meet business needs. The website is being marketed to site selections consultants, key industry executives and serves as a resource for active GPEC clients.

✓ SUPPORT SUPER BOWL XLIX

Targeting the C-Suite of global companies, GPEC supported the Super Bowl Host Committee and Arizona Commerce Authority to host 60 top executives to the region during Super Bowl XLIX. The four-day program showcased business, innovation and lifestyle opportunities that exist in Greater Phoenix and facilitated dialogue among the region's CEOs and community leaders with key executives from major brand enterprises.

FY 16 ACTION ITEMS

ACTION ITEM → IMPLEMENTATION PLAN

Create a Microsite for California



GPEC will use strategically-created content and messaging to elevate the regional brand in California markets. Content will influence prospects at key points in their expansion plans, ultimately fueling leads into GPEC's pipeline and directing them to our California microsite with highly-targeted content.

Host In-bound National Media Tour



GPEC will host leading print and broadcast media, inviting them to tour the Greater Phoenix region. The purpose of these tours will be to showcase the pro-business climate that exists in Arizona, as well as to promote the community vibrancy, diversity and economic character of GPEC's member communities.

Scale Digital Media Strategy



GPEC will develop regular content on economic development and related industry topics through various social media platforms. The content will be further disseminated through digital ambassadors to promote GPEC as a thought leader in economic development. The strategy is designed to dramatically extend GPEC's media reach.

Construct a Digital Warehouse



GPEC will create a digital warehouse of GPEC collateral and data to better facilitate business development efforts. The repository will serve as an evolving library to ensure that marketing materials and other key information are current, and easily accessible from any device.

Enhance GPEC's Website with Smart Integration



The design and content of GPEC's website will be updated to better showcase the organization's advanced analytics capabilities and the region's overall value proposition. The site will be more responsive, take advantage of user-experience best practices and interface with an enhanced customer relationship management software, allowing the organization to better identify and track leads for business attraction.

DRIVES THESE FY16 METRICS

Pipeline of qualified prospects

Pipeline of international prospects

Total reach of editorial placements

SUPPORTS THESE STRATEGIC PILLARS

Attraction

Regional Brand

GPEC Brand



STAKEHOLDER ENGAGEMENT

LEADERSHIP COUNCILS AND ADVISORY GROUPS

The collective professional expertise of GPEC's councils and advisory groups helps shape the organization's key initiatives, leverages connections to further business development and competitiveness efforts, and supports implementation of programs.

COMPETITIVENESS COUNCIL*

Executives of key regional industries will convene and use data analysis and best practices to make policy recommendations that will lead to an improvement in the region's competitive position.

COMMUNITY BUILDING CONSORTIUM*

Applies collective commercial real estate experience to help capture business development opportunities and increase the region's transactional capabilities.

ECONOMIC DEVELOPMENT DIRECTORS TEAM

Advises CEO and staff on local economic development trends, offers insight on pulse of city/town council and partners with GPEC to finalize location decisions.

GPEC NEXT LEADERSHIP COUNCIL*

Ensures the organization operates in a model that is innovative, integrated and proactive.

HEALTHCARE LEADERSHIP COUNCIL*

Works to advance a healthcare initiative for the region and establish Greater Phoenix as a center of excellence anchored by innovative assets and world-class leadership.

INTERNATIONAL LEADERSHIP COUNCIL*

Advises on the direction and implementation of GPEC's foreign direct investment efforts, and provides guidance to increase program impacts.

MAYORS AND SUPERVISORS COUNCIL

Convenes mayors of GPEC's municipalities and County supervisors for regular updates on strategic initiatives.

RESOURCE DEVELOPMENT COMMITTEE

Guides resource development efforts and executes fundraising strategies to ensure sustainability of GPEC's programs and services.

* Eligibility determined by investment level or strategic appointment

GOVERNANCE

BOARD OF DIRECTORS

Provides effective oversight of the organization and helps shape GPEC's influence as a regional thought leader.

EXECUTIVE COMMITTEE

Acts on behalf of the Board of Directors, advising on strategic direction and overall performance of annual goals.

BOARD-LEVEL COMMITTEES

PERFORMANCE COMMITTEE

Evaluates the performance of the organization and the President & CEO.

AUDIT COMMITTEE

Assesses internal controls and oversees auditors and the annual audit.

NOMINATING COMMITTEE

Serves to nominate the At-large Directors and Board officers, and recommends candidates to the board for approval, based on nominations received from mayors of member communities.

FINANCE COMMITTEE

Sets financial objectives for the organization and recommends the annual budgets as part of the Action Plan.

AMBASSADORS

At the foundation of GPEC's engagement activity are Ambassadors, whose broad range of professional backgrounds lend critical assistance to regional business-climate improvement and business development efforts.

AMBASSADORS

Help communicate, educate and inform stakeholders, policy-makers, citizens and media about key regional economic development issues.

CERTIFIED AMBASSADORS

Ambassadors who have satisfied program criteria, qualifying them to serve as an extension of the GPEC team. Certified Ambassadors are given unique opportunities to interface more closely with GPEC's staff and board on program initiatives and mission-critical efforts.

AMBASSADOR

STEERING COMMITTEE

Advises on strategic direction of Ambassadors Program; designs activities relevant to and in support of GPEC's mission; serves as a sounding board for emerging initiatives and supports implementation of programs.



GPEC STAKEHOLDERS

AS OF APRIL 15, 2015

MEMBER COMMUNITIES

Maricopa County
Apache Junction
Avondale
Buckeye
Casa Grande
Chandler
El Mirage
Fountain Hills

Gila Bend
Gilbert
Glendale
Goodyear
Maricopa
Mesa
Peoria
Phoenix

Queen Creek
Scottsdale
Surprise
Tempe
Tolleson
Wickenburg
Youngtown

PLATINUM

Alliance Bank of Arizona
American Airlines
Apollo Education Group
APS
Arizona Cardinals
Arizona Diamondbacks
Arizona State University
Bank of America
Banner Health
BBVA Compass
Cancer Treatment Centers
of America
Chase
CopperPoint Mutual

Cox Communications
D.L. Withers Construction
Dignity Health
DMB Associates
Ernst & Young
Freeport-McMoRan
Copper & Gold
Goodwill of Central Arizona
Grand Canyon University
Intel Corporation
Kitchell
Maracay Homes
Maricopa
Community Colleges

Mayo Clinic
MidFirst Bank
National Bank of Arizona
Parkway Properties
Phoenix Suns
Polsinelli PC
Quarles & Brady
RED Development
Republic Media
Squire Sanders
SRP
Valley Metro
Wells Fargo

GOLD

Aetna
BDO
BlueCross BlueShield
of Arizona
BMO Harris Bank
Bryan Cave
Brycon Construction
Bury
Canyon State Credit Union
CBRE
Celgene Corporation
CenturyLink
Chanen Development Co.
Colliers International
Crescent Crown Distributing
Cushman & Wakefield
Daedalus Real Estate
Advisors
Deloitte
DTZ
El Dorado Holdings
Empire Southwest
Gammage & Burnham
Gilbane Building Co.
Goodmans Interior Structures
Google

Green Loop Solutions
Hensley
Hines
Infusionsoft
JE Dunn Construction
Jones Lang LaSalle
Layton Construction
Lee and Associates
Lewis Roca Rothgerber
Liberty Property Trust
M+W Group
Macerich
The McShane Companies
Meritage Homes
Mortenson Construction
Nationwide Realty Investors
Northern Trust
Oakland Construction
Opus Development Company
Phoenix Children's Hospital
Renaissance Companies
Ryan Companies
Saint Holdings
Siemens
Skanska USA Building
SmithGroup

Snell & Wilmer
Southwest Airlines
Southwest Gas Corporation
Sun Health
Sunbelt Holdings
Target Commercial Interiors
Thunderbird School
of Global Management
Transwestern Commercial
Services
Tratt Properties
TriWest Healthcare Alliance
TruPath
U.S. Bank
University of Arizona
USAA
ViaWest Group
Ware Malcomb
Waste Management
Weitz Company
Wespac Construction
Willmeng Construction
Wist Office Products
Wood, Patel & Associates

SILVER

A.T. Still University
AAA Arizona
Ak-Chin Industrial Park Board
Air Products and Chemicals
Arizona Business Bank
Arizona Community
Foundation
Arizona Office Technologies
Avnet
Balfour Beatty Construction
Bank of Arizona
BNSF
Bristol Global Mobility
Brownstein Hyatt
Farber Schreck
CBIZ MHM
Clark Hill PLC

Coe & Van Loo Consultants
CORE Construction
CoStar Group
Deutsch Architecture Group
Dibble Engineering
Dircks Moving & Logistics
DIRTT
Fervor Creative
Globe Corporation
Hunt Construction Group
Jennings, Strouss & Salmon
KTAR
Kutak Rock
Merit Partners
Midwestern University
MSS Technologies
NRG Thermal

On Q Financial
Osborn Maledon
PHX Architecture
The Plaza Companies
Queen Creek/Landmark Co.
Radstad
Resolution Copper Mining
St. Clair Technologies
Sun State Builders
Sunstate Equipment
Company
Tallwave
Ultimate Staffing Services
Volo Holdings
Voit Real Estate Services

BRONZE

The Alter Group
Applied Economics
Butler Design Group
Gallagher & Kennedy
Guided Therapy Systems

Green Card Fund
Hillwood
HonorHealth
KPMG
Land Advisors Organization

McCarthy Building Companies
Newmark Grubb Knight Frank
Plant Solutions
Sundt Construction
Vermaland



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greater phoenix economic council



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EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2015-2016

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

1. Payroll Generated	\$205.5M
2. Total Number of Jobs Created	4,794
3. Total Number of High-Wage Jobs	2,493
4. Average High-Wage Salary	\$51,574
5. Emerging Tech Assists	10
6. Number of Qualified Prospects	210
7. Number of Qualified International Prospects	37
8. Total Reach of Editorial Placements/Exposures	275M

GPEC continues to target high-wage industries Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

EXHIBIT C

TARGETED INDUSTRIES

FY2015-2016

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2015-2016, GPEC will continue its emphasis on the following: Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

Member communities will target the following:

Apache Junction

Business services; environmental technologies research and manufacturing; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; filmmaking (location shooting); expanded retail opportunities

Avondale

Advanced business services/information technology; renewable energies; Bio/medical/life sciences; manufacturing; higher education/lifelong learning, amateur sports and tourism

Buckeye

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

Casa Grande

Aviation/aerospace; biosciences and sustainability; corporate/regional headquarters; healthcare and medical services; standard manufacturing and transportation and distribution

Chandler

Advanced business services; corporate/regional headquarters, high-tech electronics and software development; aerospace/aviation and advanced materials; biosciences and sustainability

El Mirage

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

Fountain Hills

Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; retail

Gila Bend

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

Gilbert

Advanced business services; information communication technology; aerospace/aviation and defense; life sciences; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace and defense; education; healthcare/medical; hospitality/entertainment; manufacturing; renewable energy; technology

Goodyear

Advance financial/business services; high-tech electronics and software development; aerospace/aviation; advanced materials; biosciences (treatment, medical diagnostics, research) and senior industries; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Maricopa (City)

High-wage employers (salaries averaging at least 125% of the median wage in Maricopa County) that generate at least 80% of income from exporting goods and services outside the region

Mesa

Primary Target Industries: Healthcare, education, aerospace/aviation/defense and tourism/technology

Secondary target industries: Advanced business services; standard and advance manufacturing; regional and corporate centers; research & development; bioscience; medical devices

Peoria

Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; educational institutions; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix

Bio-life sciences; advanced business services; manufacturing; sustainable industries and enterprises; higher education; world business, trade and FDI; and established/emerging enterprises; healthcare

Queen Creek

Aerospace and aviation; health and wellness; arts, culture and experience; education; clean and renewable energy and water; family/youth & children activity destinations

Scottsdale

Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise

Energy (emphasis on renewable and firming); sustainability-centric industries; biomedical/medicine; advanced business services; manufacturing and distribution (emphasis on advanced manufacturing); education (K-12, and emphasis on higher education); semiconductor/microelectronics; aerospace and aviation; entrepreneurial/emerging technology

Tempe

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

Tolleson

Aerospace and advanced materials; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Wickenburg

Standard manufacturing; transportation & distribution; rail services; mining support facilities; renewable energy; healthcare and medical; educational institutions; tourism and filmmaking; expanded retail operations

Youngtown

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

EXHIBIT D

FY 2015-2016

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
AVERAGE HIGH WAGE SALARY				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
EMERGING TECHNOLOGY ASSISTS				
QUALIFIED PROSPECTS				
INTERNATIONAL PROSPECTS				
TOTAL REACH OF EDITORIAL PLACEMENTS				

GPEC continues to target high-wage industries (Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

EXHIBIT E

INSURANCE REQUIREMENTS

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

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

1. Commercial General Liability - Occurrence Form

General Aggregate/ per Project	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$300,000
Directors and Officers	\$2,000,000

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

Bodily Injury and Property Damage – Combined Single Limit Per Accident	\$1,000,000
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3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	\$100,000/\$100,000/ \$500,000

- B. Self-insured Retentions.** Any self-insured retentions must be declared to and approved by the City. The City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers. GPEC is solely responsible for any deductible and/or self-insured retention.

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

1. **Commercial General Liability**

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds under the commercial general liability and auto liability policies.

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

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

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

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

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

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

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

- D. Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.
- E. Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.
- F. Verification of Coverage.** GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

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

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

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

EXHIBIT F
Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

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

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

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



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	Chief Abbott, Fire-Medical Dept.
Submitting Department:	Fire	District:	Citywide
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action accepting a Certificate of Necessity (CON) allowing the City to provide ground ambulance emergency transportation services, and amending the FY16 budget in the amount of \$431,700 and adding seven new employee positions in the Fire-Medical Department for the provision of ground ambulance services; Resolution 2016-69.

Motion:

I move to approve Resolution 2016-69.

Background:

On November 19, 2014 Surprise Fire-Medical Department, with the consent and support of City Council, applied to the Arizona Department of Health Services for their Certificate of Necessity to operate an ambulance service in the City of Surprise. In December 2014, SFMD was notified that AZ DHS had successfully completed the administrative review phase and moved to the substantive review phase. As of 05/14/15, the AZ DHS had successfully completed the substantive review with no contesters to the City's application. The City of Surprise Fire-Medical Department is currently being recommended for a waiver which means the City will not have to go to an administrative hearing to get their CON. There are some next steps that will need to be in place in order to receive the CON which will be discussed in this presentation. The primary step is the adoption of the attached resolution which will provide the funds necessary to provide operating revenue until we can begin collecting ambulance fees. Prior to award of a CON, the Arizona Department of Health Services required the purchase of an ambulance which was included as part of the FY2016 budget and has been completed.

Financial Impact Statement:

The ground ambulance service was not included in the FY2016 budget. If approved, the FY2016 budget will be amended by this action, reallocating appropriations among lawfully available appropriations and establishing a new Ground Ambulance Service Fund. The budget amendment will move \$431,700 from Grants Fund contingency to the Ground Ambulance Service Fund to purchase equipment and support operations. This dollar amount is based on an anticipated start date of October 12, 2015. This does not represent an actual transfer of funds, but only a transfer of spending authority and does not increase or decrease the total budget. This action will also transfer actual funds of \$75,200 from the Ground

Ambulance Service Fund to the General Capital Fund and Vehicle Replacement Fund without exceeding the approved total annual budget for FY2016. To support operations, seven new full-time equivalents funded within the Ground Ambulance Service Fund will be added to the Surprise Fire-Medical Department. Finally, approval of this action will adopt new transportation and supply rates which will serve as a source of revenue within the Ground Ambulance Service Fund and offset operational expenses.

ATTACHMENTS:

Click to download

- ☐ [Ambulance Certificate of Necessity Presentation](#)
 - ☐ [Ord 2015-69](#)
-

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):

Tom Abbott, Fire Chief

Ambulance CON Process July 2015

Surprise Fire Medical Department



Surprise Fire Medical Department Ambulance CON Application



- **The city of Surprise has received a CON from ADHS**
- **The city of Surprise has purchased an ambulance from Rural Metro**
- **Anticipated start date is now October 12**
- **Requires City Council consideration and action on the Resolution to continue the program**

Surprise Fire Medical Department Ambulance CON Application



- **Resolution for consideration and action that allows for:**
 - **Budget amendment to start operations for nine months at \$431,700**
 - **Hire seven full-time employees (3 non-sworn paramedics, 3 non-sworn emergency medical technicians, and one admin assistant)**
 - **Establish rates for transports, supplies, and disposable equipment**

Surprise Fire Medical Department Ambulance CON Application



Going Forward

- **FY16 – Proof of Concept**
- **October – one ambulance at Fire Station 305**
- **May or June – if feasible, one ambulance at Fire Station 302 or Fire Station 306**
- **FY17 – if feasible, one ambulance at Fire Station 303**

Surprise Fire Medical Department Ambulance CON Application



Surprise Fire Medical Department Ambulance CON Application



Questions or Comments?



RESOLUTION # 2015-69

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE ACCEPTANCE OF A CERTIFICATE OF NECESSITY TO CONDUCT GROUND AMBULANCE SERVICE; ESTABLISH A NEW GROUND AMBULANCE SERVICE FUND; AMEND THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$431,700 FROM THE GRANTS FUND TO THE GROUND AMBULANCE SERVICE FUND; TRANSFER ACTUAL FUNDS OF \$75,200 FROM THE GROUND AMBULANCE SERVICE FUND TO THE GENERAL CAPITAL FUND AND VEHICLE REPLACEMENT FUND; AUTHORIZE SEVEN NEW POSITIONS IN THE FIRE-MEDICAL DEPARTMENT; AND ADOPT RATES FOR TRANSPORTS AND SUPPLIES TO BEGIN GROUND AMBULANCE SERVICE.

WHEREAS, with City Manager and City Council support, the City Manager, acting by and through the Surprise Fire-Medical Department, filed an application on November 19, 2014 requesting the Arizona Department of Health Services ("DHS") to issue to the Surprise Fire-Medical Department a Certificate of Necessity ("CON") to conduct ground ambulance services for both Advanced Life Support ("ALS") and Basic Life Support ("BLS") twenty-four hours per day, seven days per week within the City limits of the City of Surprise;

WHEREAS, DHS has reviewed the application and published notice of the application, giving interested parties an opportunity to comment upon and/or object to the application;

WHEREAS, DHS did not receive any objections within statutory specified time periods and has thus notified the City of Surprise that it intends to waive a public hearing pursuant to Arizona Revised Statutes §36-2234(C) and award the City of Surprise a CON;

WHEREAS, the Surprise Fire-Medical Department wishes to accept the CON and begin operation of ambulance services;

WHEREAS, the costs to purchase equipment, hire and employ appropriate personnel, and perform such other activities as are necessary and appropriate to effectively operate an ALS and BLS ground ambulance service in FY2016 totals \$431,700;

WHEREAS, the FY2016 budget was adopted by Council Resolution #2015-53 on June 2, 2015;

WHEREAS, this action will necessitate a budget amendment;

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

WHEREAS, a new fund will be created to effectively manage the revenue and expenditures related to the establishment and operation of the ground ambulance service;

WHEREAS, the Surprise Fire-Medical Department has identified an operational need for seven full-time equivalents to support the ground ambulance service to include three non-sworn paramedics, three non-sworn emergency medical technicians, and one administrative technician; and

WHEREAS, the Surprise Fire-Medical Department wishes to adopt the transportation and supply rates as shown in *Exhibit B*;

WHEREAS, modifications to a specific supply rate based on market fluctuations will require Council approval in the event the rate modification exceeds twenty percent; and

WHEREAS, hospital protocols requiring the discontinuance or addition of pharmaceuticals will be immediately reflected in the fee schedule as shown in *Exhibit B* and periodically approved by Council.

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

Section 1. The Mayor and Council hereby authorize the City Manager, acting by and through the Surprise Fire-Medical Department, to accept the CON for ALS and BLS ground ambulance service and to operate within the parameters of the CON.

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, 2015 through June 30, 2016.

Section 3. The Surprise Fire-Medical Department Ambulance Transportation and Supply rates attached as *Exhibit B* are hereby adopted and shall be used to assess fees for services and supplies and shall become effective 30 days from adoption.

SIGNATURES APPEAR ON THE NEXT PAGE

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2015-69
Exhibit A

The FY2016 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.

Department Fund Name	Current FTE's	Increase (Decrease)	Amended FTE's
Fire-Medical, Ground Ambulance Service Fund	0	7	7
	0	7	7

Fund, Description	Current Appropriation	Increase (Decrease)	Amended Appropriation
Ground Ambulance Service Fund, Full-Time Salaries	\$0	\$352,600	\$352,600
Ground Ambulance Service Fund, Overtime Compensation	0	10,500	10,500
Ground Ambulance Service Fund, Software Licenses	0	4,900	4,900
Ground Ambulance Service Fund, Service Agreements	0	28,800	28,800
Ground Ambulance Service Fund, Safety and First Aid Supplies	0	15,200	15,200
Ground Ambulance Service Fund, Furniture, Fixtures, and Equipment <\$10,000	0	1,800	1,800
Ground Ambulance Service Fund, Vehicle Maintenance and Fuel	0	9,000	9,000
Ground Ambulance Service Fund, Risk Insurance Premium	0	4,100	4,100
Ground Ambulance Service Fund, Vehicle Registration	0	300	300
Ground Ambulance Service Fund, Taxes and Service Fees	0	4,500	4,500
Grants Fund, Contingency	8,279,900	(431,700)	7,848,200
	\$8,279,900	\$0	\$8,279,900

The following allocations represent an actual transfer of funds from the General Fund to the General Capital Fund and Vehicle Replacement Fund.

Transfers:

Ground Ambulance Service Fund, Transfer Out	\$5,347,000	\$75,200	\$5,422,200
General Capital Fund, General Operations, Transfer In	(3,436,600)	(37,600)	(3,474,200)
Vehicle Replacement Fund, General Operations, Transfer In	(1,910,400)	(37,600)	(1,948,000)

\$0	\$0	\$0
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The fund changes are as follows:

- The additional FTEs will be authorized from the newly established Ground Ambulance Service Fund.
- The amendment transfers budget authority from the Grants Fund to the newly established Ground Ambulance Service Fund in the amount of \$431,700 for salaries, overtime compensation, and other supplies/services and transfers actual funds in the amount of \$75,200 from the Ground Ambulance Service Fund to the General Capital Fund and Vehicle Replacement Fund without exceeding the approved total annual budget for FY2016.

RESOLUTION # 2015-69
Exhibit B

	Surprise Fire- Medical Proposed Charges
	TRANSPORTATION RATES
\$9.32	MILEAGE MULTI-PATIENT (PER LOAD MILE)
\$18.63	MILEAGE (PER LOADED MILE)
\$50.00	WAIT TIME PER 1/4 HOUR
\$800.41	DEAD ON SCENE
\$800.41	BLS EMERGENCY TRANSPORT
\$800.41	BLS NON-EMERGENCY TRANSPORT
\$800.41	BLS TREAT NO TRANSPORT
\$898.56	ALS NON-EMERGENCY TRANSPORT LEVEL 1
\$898.56	ALS EMERGENCY TRANSPORT LEVEL 1
\$898.56	ALS EMERGENCY TRANSPORT LEVEL 2
\$898.56	ALS TREAT NO TRANSPORT
\$0.04	CASTILE SOAP TOWELLETE
\$0.05	THERMOMETER PROBE COVER
\$0.07	BAND-AIDS
\$0.08	CAVIWIPES
\$0.09	NAIL POLISH REMOVER
\$0.13	CHUX
\$0.14	1-5 CC SYRINGE WITH LUER LOCK
\$0.14	2" X 2" SPONGE GAUZE
\$0.14	2" X 4" BAND-AID LARGE
\$0.15	CARPUJECT HOLDER FOR CARPUJECT SYRINGE
\$0.15	SURGILUBE PACKET
\$0.15	MED BIOHAZARD BAG-SCENE
\$0.18	LANCET
\$0.23	12 CC SYRINGE
\$0.23	LUER ADAPTER
\$0.23	4 X 4 STERILE
\$0.24	OVAL EYE PADS
\$0.26	TRAUMA DRESSING 5X9
\$0.27	ABDOMINAL PAD 8"X10"
\$0.28	AMMONIA INHALANTS
\$0.28	20 CC SYRINGE
\$0.29	HAND WIPES - VIRONOX
\$0.29	MICROFLEX FREEFORM EC NITRILE GLOVES =1PR
\$0.30	SUPRENO NITRILE GLOVES =1PR

MSPR	ITEM DESCRIPTION
\$0.30	3CC NACL. INHALATION
\$0.31	LANCET SAFETY PURPLE
\$0.31	3" KLING NS
\$0.32	NEOPRO GLOVES SM-XXLG
\$0.32	3CC SYRINGE
\$0.33	NEEDLE 18GA - 26GA
\$0.33	NEEDLE, 19GA -22GA SUREGUARD
\$0.33	SM BIOHAZARD BAG
\$0.33	FILTER NEEDLE 18 GA.
\$0.37	4" KLING NS
\$0.37	TRIANGULAR BANDAGE
\$0.38	EAR PLUGS
\$0.40	FACIAL TISSUE
\$0.40	SAF-T-PRO LANCET
\$0.41	SUCTION BAG (RICO)
\$0.41	MICROFLEX SYNTRON GLOVES =1PR
\$0.42	ASPIRIN 80MG 36/BTL 1/18TH
\$0.46	LG BIOHAZARD BAG
\$0.46	MICROFLEX SAFEGRIP GLOVES =1PR
\$0.46	SODIUM CHLORIDE, 10ML ANSYR SYRINGE
\$0.47	SYRINGE SALINE 12CC 10ML STERILE 6X30
\$0.48	IPRATROPIUM BROMIDE 0.02% 2.5ML UNIT DOSE
\$0.50	NEEDLE, 25GA SAFETY GLIDE
\$0.54	SYRINGE 3CC - 10CC W/SYRINGE CANNULA
\$0.54	VIAL ACCESS CANNULA
\$0.57	PROTECTIVE SHOE COVERS
\$0.59	IMPACT LINERS
\$0.60	30CC SYRINGE ONLY W/LUER LOK
\$0.62	TAPE 1/2" SILK
\$0.63	1CC SYRINGE BD ECLIPSE
\$0.63	TB SYRINGE/NEEDLE
\$0.64	10CC SYRINGE W/SAFETY GLIDE
\$0.68	BITE STICK
\$0.70	SYRINGE ONLY, 60CC TERUMO
\$0.72	XLG BIOHAZARD BAG
\$0.75	1/2" SILK TAPE
\$0.76	HOT PACK
\$0.77	SZ 0 ORAL AIRWAY 40MM - 110MM
\$0.78	ALBUTEROL SULFATE 2.5MG/3ML NS
\$0.78	BD TWIN PK, DUAL CANNULA

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$0.80	3CC - 10CC SYRINGE W/SAFETY LOK
\$0.81	5 CC SYRINGE
\$0.82	SUCTION CATHETER (5 FR)
\$0.82	4 X 4 NON STERILE
\$0.84	COLD PACK
\$0.85	PREP RAZOR
\$0.87	PROTECTIVE SLEEVES 1PR
\$0.87	50CC SYRINGE W/LUER LOK
\$0.87	TAPE 1" PLASTIC
\$0.90	LIFEPACK ECG ELECTRODE ea.
\$0.90	MALE ADAPTER PLUG NEEDLE FREE, LUER
\$0.97	COBAN, 1" BLUE WRAP
\$0.98	VENI-GARD
\$0.98	OXYGEN SUPPLY TUBING
\$0.99	TAPE 1" SILK
\$1.13	VANISHPOINT SYRINGE 1CC - 5CC
\$1.15	MS22883 SVN NEBULIZER
\$1.18	1ML SYRINGE SAFETY GLIDE
\$1.20	3CC SYRINGE W/NEEDLE
\$1.21	ADULT NASAL CANNULA
\$1.21	SUCTION CATHETER (6 - 18 FR)
\$1.29	IV BUTTERFLY INFUSION SET 19GA - 25GA
\$1.29	IV CATHETER 19GA-25GA (BUTTERFLY)
\$1.32	PETROLEUM GAUZE
\$1.32	OROPHARYNGEAL AIRWAY (4-11)
\$1.32	SZ 6 ORAL AIRWAY 60MM
\$1.33	SZ 7 ORAL AIRWAY 70MM
\$1.33	1" STANDARD PORUS TAPE
\$1.33	DRAGON SVN PEDS MASK
\$1.35	PATIENT ID WRIST BAND FOR MOTHER/NEWBORN
\$1.36	60 CC SYRINGE
\$1.36	MOLDEX N95 RESPIRATOR ALL SIZES
\$1.46	NEW BORN HEAD CAP
\$1.46	PEDS NASAL CANNULA
\$1.49	FIELD BLOK GLUCOSE MONITOR KIT
\$1.49	HMS W/FILTER
\$1.53	DISPOSABLE PENLIGHT
\$1.59	MASK, N95 FLAT FOLD THREE PANEL
\$1.63	RESP-REG/SMALL HEPA N-95
\$1.64	NITROGLYCERIN SUBLING. SPRAY 0.4MG/METERED DOSE

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$1.64	TYMPANIC STYLE THERMOMETER COVER
\$1.65	10ML AMPULE NACL
\$1.71	M-SERIES 80MM LIFEPAK PAPER 1/3ROLLS
\$1.74	CLIP LOCK CANNULA
\$1.77	4.5" KERLIX
\$1.78	DMS MEDICAL TRIAGE TAG ALL RISK
\$1.79	EMESIS BASIN
\$1.79	SUCTION TUBING
\$1.79	IV START KIT
\$1.79	UMBILICAL CLAMP
\$1.84	AVIVA GLUCOSE STRIPS
\$1.88	TAPE 2" SILK
\$1.89	ELASTIC BANDAGE 3X5 YARDS
\$1.89	SCALPEL
\$1.90	TRIAGE TAGS -AZ ONLY
\$1.93	NEEDLE 3 WAY STOPCOCK
\$1.99	DEFIBILLATOR GEL
\$2.01	BIOHOOP EMESIS BAGS
\$2.05	ELASTIC BANDAGE 4X5 YARDS
\$2.07	DIPHENHYDRAMINE (BENADRYL) VIAL
\$2.10	60 CC TOOMEY SYRINGE
\$2.14	SZ #5-11 HUDSON COLORED OPA
\$2.19	PRECISION GLUCOSE STRIP
\$2.22	UPDRAFT NEB-U MASK, ADULT OR PED
\$2.26	DISPOSABLE PILLOW CASES
\$2.29	OXYTOCIN 10UNITS/1ML (VIAL)
\$2.30	3 WAY STOPCOCK W/ 20" TUBING
\$2.31	EXTENSION SET MICROBORE 6"
\$2.32	URGENT QR POWDER
\$2.35	DOPAMINE HCL 400MG/5ML
\$2.35	1" FLEX WRAP
\$2.37	FAN JET SVN NEBULIZER
\$2.49	IV SOLUTION - D5W (250 CC)
\$2.49	IV SOLUTION - D5W (500 CC)
\$2.49	PEDS NON-REBREATHHER MASK
\$2.49	DEXTROSE 250ML 10% BAG
\$2.49	DISPOSAL GOWNS
\$2.51	BP CUFF DISPOSABLE INFANT LP 12
\$2.55	2" STANDARD PORUS TAPE
\$2.59	ZOFRAN 4MG/2CC

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$2.64	NEBULIZER T UP-DRAFT,
\$2.70	HI D STICK BIG STICK YANKAUER
\$2.75	EMERGENCY MYLAR BLANKET
\$2.76	SZ 12 BERMAN ORAL AIRWAY 120MM 12/PK
\$2.79	DEXTROSE 500ML 10% BAG
\$2.79	COBAN, SELF ADHERENT WRAP 3" X 5 YARDS
\$2.79	BP CUFF DISPOSABLE PEDS 9"X22.5CM LP 12
\$2.87	FENTANYL 0.5 MG/1ML AMPULE 2ML VIAL
\$2.88	HAND HELD SVN NEBULIZER
\$2.98	IV START KIT W/TEGADERM TAPE
\$2.99	IV TUBING SET (10GTT)
\$2.99	SHARPS SHUTTLE
\$2.99	SIMPLE MASK MED CON.
\$2.99	IV SOLUTION NS 50
\$2.99	IV SOLUTION NS 500
\$2.99	ELASTIC BANDAGE 6X5 YARDS
\$2.99	SAFETY FLUID MASK
\$3.08	IV TUBING SET (60GTT)
\$3.21	14GA- 24GA IV CATH BD AUTO GUARD
\$3.29	EKG PRO PAK PAPER 1/3 ROLLS
\$3.30	SAFETY GLASSES
\$3.30	ADULT NON-REBREATHING MASK
\$3.39	18FR NASOPHARYNGEAL PVC AIRWAY
\$3.49	ADULT VENTURI MASK
\$3.49	EKG PAPER - LP-10 (1/3 ROLL)
\$3.49	TAPE 3" SILK
\$3.59	DISPOSABLE BP CUFF (INFANT-LG ADULT) LP 12
\$3.59	EPINEPHRINE (1:1000) 1MG/1ML (AMPL)
\$3.61	BULB SYRINGE
\$3.71	SURE-SEAL COLOR CODES MASK (NEO-ADULT)
\$3.79	ARM BOARD 3 X 9
\$3.79	NEEDLE, 25GA MONOJECT HYPODERMIC W/POLY HUB
\$3.79	3" ADHESIVE TAPE
\$3.90	IV CATH, INTROCAN 14GA TO 24 GA
\$3.95	IV CATHETER (14G - 22G)
\$3.95	IV CATHETER (24G)
\$3.95	NEEDLESS IV INJECTION SITE HEPARIN LOCK 3/4 L
\$3.95	70CC TOOMEY SYRINGE W/CATH TIP
\$3.99	IRRIGATION STERILE WATER 1000CC
\$3.99	IRRIGATION SALINE 1000CC

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$3.99	IV SOLUTION NS 250
\$3.99	14FR 48" NASOGASTRIC SUCTION SALEM SUMP TUBE
\$3.99	18FR 48" NASOGASTRIC SUCTION SALEM SUMP TUBE
\$4.13	SALEM SUMP 8, 10, 12, 14, 18 FR NG TUBE
\$4.13	SALEM SUMP16 FR NG TUBE
\$4.13	DISPOSABLE PILLOW
\$4.13	IV START INCLUDE 8" EXT SET, TAGEDERM
\$4.25	STOMACH NASOGASTRIC 5FR
\$4.26	ENDOTRACHEAL TUBE (2.5 - 4.5)
\$4.29	ENDOTRACHEAL TUBE (5.0 - 9.5)
\$4.29	IV SOLUTION NS 100
\$4.29	MAD 140 W/3ML SYRINGE& VIAL ADP
\$4.29	BP CUFF DISPOSABLE ADULT 14"X35CM LP 12
\$4.30	MORPHINE SULFATE 10MG/1ML CARPUJECT
\$4.33	PACER PADS LP 10
\$4.39	IV SOLUTION NS 1000
\$4.40	ADENOSINE 6MG/2ML VIAL
\$4.49	BP CUFF DISPOSABLE LG ADULT
\$4.54	CLEARLINK VIAL ADAPTER
\$4.62	PADDED BOARD SPLINT 15"
\$4.63	MAGNESIUM SULFATE 1GM/2ML
\$4.69	EKG PAPER - LP-15 (1/3 ROLL)
\$4.69	NASOPHARYNGEAL AIRWAY (20-36FR)
\$4.70	LIDOCAINE 2% 100MG/5ML
\$4.79	MASK 10CC NEBULIZER BVM ADAPTER KIT
\$4.90	SHARPS CONTAINER 2GL
\$4.96	SPIT SOCK HOOD
\$4.99	IRRIGATION STERILE WATER 500CC
\$4.99	EZ IO STABILIZER
\$4.99	BABY BUNTING SWADDLER
\$5.00	HUMIDIFIER
\$5.03	CPAP UNIVERSAL HARNESS
\$5.03	PEDS ENDOTRACHEAL TUBE 3.0MM-5.0MM MICROCUFF
\$5.04	BRAUN SUCTION CANISTER
\$5.05	SILVER SWADDLER
\$5.09	TRAUMA DRESSING 30X11
\$5.09	CPR VENTILATION TIMING LIGHT
\$5.09	NASOGASTRIC SUMP TUBE 14FR
\$5.19	UTILITY/WASH BASIN
\$5.25	AMBU ENDOTRACHEAL TUBE HOLDER

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$5.29	ENDOLOCK ENDOTRACHEAL TUBE HOLDER PEDS/ADULT
\$5.49	THERMAL PAPER - PHILIPS 1/3RL
\$5.49	ARM BOARD LONG 3 X 17.5
\$5.78	CARDBOARD SPLINT SMALL
\$5.79	SPILL KIT
\$5.79	NEEDLESS EXTENSION SET
\$5.79	SODIUM BICARBONATE 50MEQ/50ML
\$5.89	DISPOSABLE SUCTION CANISTER 800CC
\$5.99	GREENLINE LARYNG BLADES DISP.ALL SIZES
\$5.99	IV SOLUTION - D5W (50 CC)
\$5.99	CARDBOARD SPLINT MEDIUM
\$6.29	DELEE SUCTION TRAP
\$6.29	EMERGENCY HIGHWAY BLANKET
\$6.29	PEDS, BLUE SENSOR ELECTRODES 30MM (10/PACK)
\$6.29	STAT 20 IV 20 DROP SET
\$6.29	IV SOLUTION LR 1000
\$6.29	MECONIUM ASPIRATOR, ET TUBE CONNECTION
\$6.29	INSTA GLUCOSE TUBE
\$6.43	IRRIGATION SALINE 500CC
\$6.49	BP CUFF DISPOSABLE PEDS PHILIPS
\$6.50	FAMOTIDINE 20MG/50CC
\$6.64	IV START PACK W/EXT SET AND PREFILLED SYRINGE
\$6.71	BAIRD BOARD STRAP
\$6.76	20FR NASOPHARYNGEAL PVC AIRWAY
\$6.79	BED PAN
\$6.79	BLUE SENSOR ELECTRODES ADULT 50MM (10/PACK)
\$6.79	PERSONAL PROTECTION KIT
\$6.79	SOFT RESTRAINTS
\$6.89	MUCOSAL ATOMIZATION DEVICE ADULT
\$6.99	URINAL
\$6.99	SHARPS CONTAINER 1QT
\$7.09	LARYNG MAC LT DISPOSABLE BLADES 2-4
\$7.19	LARYNG MILLER LT DISPOSABLE BLADES 0-3
\$7.19	BP CUFF DISPOSABLE ADULT PHILIPS
\$7.20	BP CUFF DISPOSABLE LARGE ADULT PHILIPS
\$7.20	EID BULB STYLE DISPOSABLE
\$7.29	NAJO HEAD WEDGE IMMOBILIZER
\$7.29	SINGLE USE BLADES FOR CLIPPERS
\$7.29	UMBILICAL SCISSORS
\$7.29	AMIODARONE 150 MG/3ML LUERLOCK PREFILLED SYRINGE

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$7.38	EPINEPHRINE (1:10,000) 1MG/10ML
\$7.44	EKG ELECTRODES PHILIP ADULTS
\$7.79	BURN SHEET
\$7.79	STYLETTE 2.0 - 10.0MM)
\$7.79	CARDBOARD SPLINT LARGE
\$7.79	HOOVER HEAD IMMOBILIZER
\$7.79	LADDER SPLINT
\$7.88	ENDOTRACHEAL TUBE PEDS INTRODUCER
\$7.92	BP CUFF DISPOSABLE INFANT/CHILD LIFEPAK
\$7.99	HYDROGEN PEROXIDE
\$8.09	TRACH COLLAR MASK
\$8.19	VASOPRESSIN 40 UNITS
\$8.26	IVAC MINIMED HALF SET TUBING
\$8.29	INFANT NON-REBREATHING MASK
\$8.40	BP CUFF DISPOSABLE INFANT PHILIPS
\$8.49	BEMIS SUCTION CANISTER
\$8.49	DUCT TAPE
\$8.51	METHYLPREDNISOLONE 125MG/2ML
\$8.67	NONIN AIRWAY ADP TUBE
\$8.76	MUCOSAL ATOMIZATION DEVICE PEDS
\$8.76	PUMP TUBING 1/2 EST MTP #1100
\$8.79	BAXTER-INTERLINK SYSTEM, CONTINUE-FLO SOLUTION
\$8.79	MICROSHIELD DISPOSABLE MASK
\$8.79	POCKET MASK
\$8.79	SELECT 3 TUBING
\$8.79	SINGLE USE VENTILATOR CIRCUIT DISPOSABLE
\$8.79	STA-BLOK HEAD IMMOBILIZER
\$8.79	PEEP VALVE
\$8.87	PHENYLEPHRINE 0.5% 15ML
\$8.90	FUROSEMIDE (VIAL)
\$8.90	FUROSEMIDE 40MG/4ML (PF)
\$9.01	IV ADMIN SET BLOOD PUMP
\$9.05	ENDOTRACHEAL INTRODUCER PEDS 10FR
\$9.09	IV ADMIN SET, BLOOD
\$9.16	VERAPAMIL 5MG/2ML
\$9.28	CPAP MASK PORT-02-VENT MED ADULT
\$9.29	NEBULIZER - SVN
\$9.29	ATROPINE 1MG/10ML
\$9.49	8FR 24" SALEM SUMP TUBE
\$9.56	IMPACT VAC PAK CARTRIDGE

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$9.59	SMART BAG PEEP ADAPTER
\$9.80	BP CUFF DISPOSABLE EX LG ADULT PHILIPS
\$9.90	IVAC MINIMED 2 Y PUMP TUBING
\$9.99	LENS DELIVERY SET FOR MORGAN FLO
\$9.99	PADDED BOARD SPLINT 36"
\$10.29	DISPOSABLE SUCTION CANISTER 1200CC
\$10.32	60 DROP IV ADMIN SET 105"
\$10.39	CPAP MASK PORT-02-VENT SM ADULT
\$10.50	M-SERIES AIRWAY ADAPTER W/MOUTH PIECE ADULT/P
\$10.75	DEFIBRILLATOR PADS
\$10.79	LIDOCAINE IV 2GM/500ML
\$10.99	BP CUFF DISPOSABLE SM ADULT/ADULT LIFEPAK
\$11.02	DILTIAZEM (CARDIZEM) 25MG 5 ML VIAL
\$11.17	ENDOTRACHEAL TUBE ADULT INTRODUCER
\$11.20	PEDS NASAL FILTERLINE, FOR NON-INTUBATE
\$11.27	MIDAZOLAM (VERSED) 5MG/5ML
\$11.29	BP CUFF DISPOSABLE LONG ADULT LIFEPAK
\$11.51	CLACIUM CHLORIDE 10% 10ML
\$11.69	PATIENT RESTR. 5',2-PC DISPOSABLE
\$11.85	DISP. SPO2 SENSOR ADULT/PEDS PHILIPS
\$11.85	M-SERIES AIRWAY ADAPTER NEONATE/PEDS LIFEPAK
\$11.85	M-SERIES AIRWAY ADAPTER LIFEPAK
\$11.90	CPAP/BIPAP NEWPORT
\$11.98	OB KIT
\$11.99	DISASTER BAG, VINYL, DISPOSABLE
\$12.15	SAM SPLINT
\$12.25	FILTERLINE, CO2 SET ADULT/PED FOR PHILIPS
\$12.29	AMBU PERFIT MINI ACE CERVICAL COLLAR
\$12.29	STIFNECK CERVICAL COLLAR
\$12.49	GRANDVIEW LARYNG. BLADE DISP.
\$12.60	ADULT /PEDS FILTERLINE, SHORT TERM INTUBATED
\$12.60	ADULT NASAL FILTERLINE, FOR NON-INTUBATE
\$12.78	DEXTROSE 25GM/50ML
\$12.99	PADDED BOARD SPLINT 54"
\$13.30	CPAP MASK PORT-02-VENT LG ADULT
\$13.63	PHILIPS SMART CAPOLINE ADULT
\$13.79	AMBU RES-CUE SUCTION CANISTER
\$13.79	ZOFRAN ORAL 4MG
\$13.99	SHARPS CONTAINER 4.7
\$14.00	CAPNOGRAPHY ORIDION

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$14.00	LIFEPACK ORAL/NASAL CO2 CANNULA ADULT
\$14.00	LIFEPACK ORAL/NASAL CO2 CANNULA PEDS
\$14.29	SHARPS CONTAINER 6.9
\$14.49	500# DISPOSABLE GO STRETCHER SHEET
\$14.49	BVM ADULT WITH MASK
\$14.49	ENDOTRACHEAL TUBE ENDOTROL 6MM 7MM 8MM
\$14.79	ECONO-VAC EXTREMITY, FOREARM MED SPLINT
\$14.79	WATER JEL 8" X 18"
\$14.99	BAAM DEVICE
\$15.00	REVEL CIRCUITS W/90 DEGREE PED-ADULT
\$15.89	PHILIPS SMART CAPOLINE PEDS
\$15.99	CO2 PEDS EASY CAP
\$15.99	ECONO-VAC EXTREMITY, FOREARM LG SPLINT
\$16.30	LORAZEPAM 2MG/1ML VIAL
\$16.79	VENTILATOR DISPOSABLE CARE CIRCUIT
\$17.29	ANGIOCATH 3.25" CHEST NEEDLE
\$17.79	WATER JEL FACE MASK
\$17.91	NONIN, ADULT PULSE OXIMETRY FINGER PROBE
\$17.91	NONIN, PED PULSE OXIMETRY FINGER PROBE
\$17.99	SUPER SUCTION SYSTEM
\$18.29	ASHMERMAN CHEST SEAL
\$18.49	EPINEPHRINE (1:1000) 30 ML
\$18.50	LIFEPACK CAPNO MASK (ETC02) W/ADPT ADULT/PEDS
\$18.90	LTV 1200, PED/ADLT W/O PEEP
\$19.18	IV BAG PRESSURE INFUSER 1000ML
\$19.29	NASOPHARYNGEAL AIRWAY (12-18FR)
\$19.49	BVM PEDS/TODDLER WITH MASK
\$19.94	BP CUFF DISPOSABLE X-LARGE ADULT LP 12
\$20.29	PEDS NELLCOR FINGER PRODE OXISENSOR
\$20.64	DOPAMINE HCL PREMIXED BAG
\$20.79	NONIN, INFANT TOE FLEX FORM
\$21.00	ELECTRODES, QUICK COMBO PEDIATRIC (2 IN SET)
\$21.29	PULSE OXIMETRY PROBE ADULT
\$21.29	PULSE OXIMETRY PROBE PEDS
\$21.79	VENTILATOR DISPOSABLE CIRCUIT W/O PEEP VALVE
\$21.86	SUCCINYLCHOLINE 200MG/10CC
\$22.39	ADLT/PEDS SMART BAG W/MASK AND RESERVOR
\$22.60	PUMP TURING LOW SORB NEEDLESS IVAC
\$22.70	PELVIC BINDER YELLOW
\$22.99	FAST PATCH ELECTRODES

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$23.49	SSCORT CANNISTER W/SUCTION TUBING
\$23.58	LTV 1200 VENT CIRCUIT PEDS/ADULT
\$23.58	PATIENT CIRCUIT W/PEEP ADULT
\$23.79	INFUSION ADMIN SET, NITRO SET
\$23.79	RES-Q VAC DISP. SUCTION CANISTER SET
\$24.20	53376# MEGAMOVER PLUS TRANS DISP
\$24.29	INTRAOSSEOUS NEEDLE
\$24.49	INTRAOSSEOUS NEEDLE 15GA JAMSHEDI
\$24.58	ANGIOCATH 3" CHEST NEEDLE 12GA
\$24.86	HALO CHEST SEAL
\$24.99	BVM INFANT WITH NEONATE MASK
\$25.55	LIFEPACK MULTI FUNCTION PED/ADL
\$25.79	ADULT/PEDS NELLCOR DISPOSABLE PRODE OXISENSOR
\$26.49	1500# MEGAMOVER DISPOSABLE
\$26.49	THIAMINE HCL 100MG/1CC
\$26.79	ECONO-VAC WRIST/ANKLE SPLINT
\$26.96	DIAZEPAM (VALIUM), 5 MG/ML 2ML CARPUJECT.
\$27.89	14FR 12" BLUE AND 10FR 16" GREEN W/ELBOW TUBE
\$28.29	ECONO-VAC EXTREMITY, ARM SPLINT
\$28.79	ANGIOCATH 5.25" 14G
\$29.00	MULTI FUNCTION PADS PHILIPS ADULT
\$29.29	ETOMIDATE 40MG/20CC
\$29.70	DISP. SPO2 SENSOR INFANT PHILIPS
\$29.79	NITROGLYCERIN (NITROSTAT)
\$30.00	M-SERIES LNCS LIFEPACK DISP ADULT/PED SENSOR
\$30.49	BURETROL TUBING
\$30.49	KING VISIO DISPO BLADE SZ 3 STNDRD OR CHNNLD
\$30.79	HEAD START AED DEFIB W/CONNECTORS FOR LAREDAL
\$31.00	MULTI FUNCTION PADS PHILIPS PEDS
\$32.79	INFANT OXISENSOR PULSE OXIMETRY PROBE
\$32.79	V-VAC SUCTION CARTRIDGE
\$33.00	BLANKET, DISPOSABLE, 50X84 POLYESTER
\$33.29	DISASTER BAG - HEAVY DUTY DISP.
\$33.49	EASY CAP CO2 DETECTOR
\$33.74	ATROPINE 8MG/20ML
\$34.79	VENTILATOR DISPOSABLE CIRCUIT, PARA PAK
\$35.00	OXYGEN USE
\$36.00	LTV 1200 6500 SERIES MASK ALL SZ
\$36.49	ACTIVATED CHARCOAL
\$37.00	EDGE SYSTEM QUICK COMBO ELECTRODES

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$37.30	NALOXONE (NARCAN,) 2MG 2ML LUER JET SYRINGE
\$37.50	LIFEPACK TRANSUCER DELTAN IV DISPOSABLE
\$38.29	MORGAN MEDI FLO LENS
\$41.90	CPAP CIRCUIT W/MASK VENT
\$42.00	EDGE SYSTEM QUICK COMBO REDI-PAK ELECTRODE
\$42.29	ECONO-VAC EXTREMITY, LEG SPLINT
\$43.79	CAT TOURNIQUET EMS ORANGE
\$44.53	SPIDER BACKBOARD STRAP (DISPOSABLE)
\$44.99	DEFIBRILLATOR ELECTRODES CARDIAC SCIENCE
\$45.00	DEFIBRILLATOR/PACER PAD PEDS
\$45.00	STAT PACK WITH BLANKET
\$45.79	CAT TOURNIQUET EMS BLACK 1.5"
\$46.79	KING AIRWAY LTS
\$47.29	CAT TOURNIQUET EMS BLACK 1"
\$48.80	STERILE BURN FACE DRESSING
\$48.99	LMA SUPREME
\$48.99	SUPRAGLOTTIC AIRWAY KITS SZ 2-5 KING AIRWAYS
\$48.99	DEFIBRILLATOR ELECTRODES/ECG
\$49.02	WAIT TIME PER 1/4 HOUR
\$50.00	DISP Q-CPR COMPRESSION SENSOR PADS PHILIPS
\$50.29	CPAP PED/LG ADULT
\$50.49	DISPOSABLE S STRAP
\$50.67	LIFEPACK ECG STAT PAD PEDS
\$50.79	INFANT HEATING PAD, POST WARMER
\$55.86	RACEMIC EPINEPHRINE 2.25% SOLUTION
\$56.29	QUICK CLOT COMBAT GAUZE 3X4 YARDS
\$58.79	AMBU RES-CUE SUCTION PUMP KIT
\$60.12	ALL IN ONE (LIFEPACK)
\$61.81	PNEUSPLINT DISP AIR SPLING
\$63.99	CPAP MAX BITRAC ED MASK/HEAD
\$65.00	DEFIBRILLATOR PAD ADULT PHILIP
\$65.77	CPAP FLOW SAFE SM-LG
\$68.33	LMA FASTRACH 6-8 ENDOTRACHEAL TUBE
\$69.50	CPAP MASK BOUSSIGNAC SYSTEM SZ 3-6
\$70.00	LIFEPACK, CRT STAT PADZ
\$72.79	CRIC KIT WITH TOOLS 5.5MM - 6.5MM KIT
\$86.29	CPAP, MASK OXYGEN SYSTEM WITH PEEP
\$88.99	B.I.G. BONE INJECTION GUN, ADULT
\$88.99	B.I.G. BONE INJECTION GUN, PED
\$99.29	COMBITUBE ADULT ROLL UP KIT 37FR - 41FR

Resolution #2015-69

RFLS #4642

01/15-UN5482Fr6

MSPR	ITEM DESCRIPTION
\$102.00	SAM PELVIC SLING
\$110.00	INFANT/CHILD REDUCED ENERGY ELECTRODES
\$110.00	EZ I/O NEEDLE PED - ADULT
\$115.00	EZ I/O NEEDLE LARGE ADULT
\$116.00	V-VAC SUCTION UNIT KIT
\$120.56	LMA-UNIQUE SIZE 3-5
\$169.99	F.A.S.T. SYSTEM
\$232.71	GLUCAGON 1MG/1ML



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	Nicole Lance, Deputy City Manager
Submitting Department:	City Mgr	District:	Internal
Staff Recommendations:	Approve		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action amending the FY16 budget in the amount of \$84,900 and authorizing the creation of a new employee position within the City Manager's Office; Resolution 2015-70.

Motion:

I move to approve Resolution 2015-70.

Background:

In June of 2015, the City Manager's office began a pilot program for a Management Analyst in the City Manager's Office to determine if it would benefit the City of Surprise organization to add capacity for staff support, additional analysis, and general project support for City Management Office and executive team support. Based on the outcomes produced during the pilot program, City Management Office staff believe this will be a beneficial addition to the City of Surprise organization which will help build capacity for analysis, follow-through, and measurement in support of City Manager and City Council goals and objectives.

Financial Impact Statement:

This position was not included in the FY2016 adopted budget. If approved, the FY2016 Annual Budget will be amended by this action, reallocating appropriations among lawfully available appropriations and does not represent an actual transfer of funds, but only spending authority. The reallocation does not increase or decrease the total budget. The budget amendment will move \$84,900 from General Fund contingency to the City Manager's Office personnel budget. This dollar amount is based on an anticipated start date of August 31, 2015. Starting in FY2017 the position will be included in the annual adopted budget at approximately \$104,500 in salary and related taxes/benefits.

Due to the nature of work planned for this position, primary emphases of focus will be on creating efficiencies, finding time and/or cost savings, creating analysis to improve operational practices and service delivery, and building capacity within the organization to optimize operations.

ATTACHMENTS:

Click to download

- ☐ [Presentation](#)
- ☐ [Resolution 2015-70](#)
- ☐ [Budget Amendment Form](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Bob Wingenroth, City Manager

Nicole Lance, Deputy City Manager

Building Capacity for Analysis, Follow-Through, and Measurement

City Manager's Office



Overview of needs



- City Manager Goals
- Ongoing and one-time projects
 - Sister Cities
 - For Our City
- Provides a critical resource and support for Directors and Departments
 - Assist in meeting service demands
 - Provide additional capacity

Position Request



- Management Analyst
 - Supports Manager's Office and Executive Team
 - Adds capacity in organization as needed
- FY16 funding from contingency (salary savings from FY15)
- Future year funding from General Fund

RESOLUTION # 2015-70

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$84,900 FROM GENERAL FUND CONTINGENCY TO GENERAL FUND PERSONNEL TO AUTHORIZE A NEW MANAGEMENT ANALYST POSITION WITHIN THE CITY MANAGER'S OFFICE.

WHEREAS, City management has been implementing a plan to build a city team that focuses on implementing the vision of the Mayor and City Council;

WHEREAS, the FY2016 budget was adopted by Council Resolution #2015-53 on June 2, 2015;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2015 through June 30, 2016.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2015-70
Exhibit A

The FY2016 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.

Table 1	Current	Increase	Amended
General Fund	Appropriation	(Decrease)	Appropriation
Personnel / City Manager's Office	\$2,162,200	\$84,900	\$2,247,100
Contingency / General Operations	1,825,500	(84,900)	1,740,600
	<u>\$3,987,700</u>	<u>\$0</u>	<u>\$3,987,700</u>

Table 2	Current	Increase	Amended
Department	FTE's	(Decrease)	FTE's
City Manager's Office	18.2	1.0	19.2

The fund changes are as follows:

- The total amendment amount of \$84,900 is to add a Management Analyst position within the City Manager's Office. The results of a pilot program indicated that an additional support staff member would be a beneficial addition to the City of Surprise organization. This amendment does not increase the total annual budget for FY2016.
 - o Table 1, the Management Analyst position will be authorized from the General Fund contingency line item.
 - o Table 2 details the positions by department as amended including all new and transferred positions.
- The amendment utilizes the General Fund contingency line item in the appropriated amount of \$84,900 to authorize the new Management Analyst position without exceeding the approved total annual budget for FY2016.

CITY OF SURPRISE
Budget Amendment Form

Prepared by: Nicole Lance
 Approved by: Mayor and City Council
 Approved by: Jared Askelson
 Approved by: _____
 Entered by: _____

Date: 7/13/2015
 Date: 8/4/2015
 Date: _____
 Date: _____
 Date: _____

Period: 1
 Year: 2016
 TeamBudget #: _____
 Batch ID: _____
 Resolution No.: 2015-70

Description: Budget amendment to add a new position to the City Manager's Office per Resolution #2015-70

Fund or Org. Description	Acct. Descript.	Fund	Dept.	Division	Program	Object	Project	Debit/(Credit)	Backup
GENERAL FUND	CONTINGENCY	21111	191	112	2999	39999	20001	-84,900	
GENERAL FUND	FULL-TIME SALARIES	21111	121	111	2999	36111	20001	59,000	
GENERAL FUND	FICA	21111	121	111	2999	36211	20001	4,500	
GENERAL FUND	MEDICAL	21111	121	111	2999	36231	20001	12,800	
GENERAL FUND	DENTAL	21111	121	111	2999	36232	20001	800	
GENERAL FUND	VISION	21111	121	111	2999	36233	20001	100	
GENERAL FUND	LIFE	21111	121	111	2999	36234	20001	300	
GENERAL FUND	AZ STATE RETIREMENT	21111	121	111	2999	36252	20001	6,800	
GENERAL FUND	WORKERS COMPENSATIONS	21111	121	111	2999	36278	20001	600	
Totals								0	

In June of 2015, the City Manager's office began a pilot program for a Management Analyst in the City Manager's Office to determine if it would benefit the City of Surprise organization to add capacity for staff support, additional analysis, and general project support for City Management Office and executive team support. Based on the outcomes produced during the pilot program, City Management Office staff believe this will be a beneficial addition to the City of Surprise organization.



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date: August 4, 2015

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: 4

Staff Recommendations: None

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on a Series 12 liquor license request by Salvador Gonzalez for Las Cazuela's Restaurant located at 16551 N. Dysart Road, Suite 101, Surprise, AZ 85374 (New License/Interim Permit).

Motion:

I move to approve a Series 12 liquor license request by Salvador Gonzalez for Las Cazuela's Restaurant located at 16551 N. Dysart Road, Suite 101, Surprise, AZ 85374 (New License/Interim Permit).

Background:

This request is of a routine nature. All departmental reports are attached.

Financial Impact Statement:

N/A

ATTACHMENTS:

Click to download

☐ [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):

**SURPRISE POLICE DEPARTMENT
LIQUOR LICENSE APPLICATION REVIEW**

REFERENCE:

DATE: July 21st, 2015

LICENSE NUMBER- 1207A316
Series #12 – Interim Permit/New License/LLC

APPLICANT:

Las Cazuelas Restaurant
16551 N. Dysart Road, Suite 101
Surprise, Arizona 85374

FINDINGS:

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

Las Cazuelas is a restaurant that currently serves alcohol as a secondary to its food income. It should continue to primarily service patrons of all ages from the surrounding communities and general public. There is no evidence to support a substantial change in its market or customer base.

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

There is no anticipated impact on vehicle traffic in close proximity to this location.

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

There are no liquor violations reported at this location over the past five years.

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

Las Cazuelas' hours of operation are relatively consistent with those of its neighbors in the surrounding area.

- 5) *Appropriateness of series license requested.*

The series 12 license is appropriate for this type of business.

Submitted by Sergeant Tim Klarkowski #2137



Surprise Fire-Medical Department

14250 W. Statler Plaza Ste. 101

Surprise, AZ 85374-7479

Phone: 623-222-5000

Fax: 623-222-5001



July 22, 2015

To: Sherry Ann Aguilar

From: James Whitehead, Fire Inspector

Subject: Liquor License Application

Applicant: Las Cazuelas Restaurant
16551 N Dysart Road Suite 101
Surprise, Arizona 85374

On July 21, 2015, the Surprise Fire-Medical Department conducted a fire inspection at the above referenced location to ensure compliance with the applicable fire codes within the tenant space and building. The following items were found deficient and need to be corrected as per this notice of violations.

If you have any questions feel free to contact me.

A handwritten signature in black ink, appearing to read "J. Whitehead", written over a horizontal line.

James Whitehead, Fire Inspector
Fire Prevention Division
Surprise Fire-Medical Department



City of Surprise
Fire Medical Department

July 21, 2015

LAS CAZUELAS RESTAURANT
16551 N DYSART RD 101-102
Surprise, AZ 85378

An inspection of your facility on Jul 21, 2015 revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on Aug 11, 2015.

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

Violation Code

MISC Miscellaneous Violation

Note Secure tank in kitchen.



1008.1.9.3 Locks and latches.

Note Install panic hardware on second exit. Second exit required 100 capacity



Violation Code

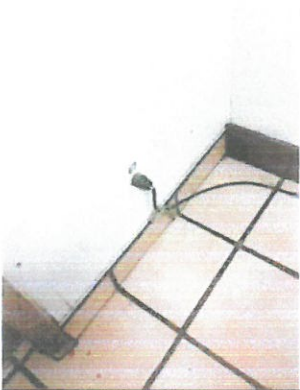
907.8.5 Maintenance, inspection and testing.

Note Repair device hanging from ceiling



605.1 Abatement of electrical hazards.

Note Repair damaged cord on Delfield refrigerator

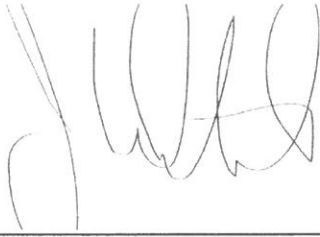


MISC1 Miscellaneous Violation

Note Ansul system out of test. Required every 6 months.



"Always There, Always Ready"

A handwritten signature in black ink, appearing to read 'J Whitehead', written above a horizontal line.

WJ8738 James Whitehead
Inspector

A handwritten signature in black ink, appearing to read 'V Gonzales', written above a horizontal line.

Veronica Gonzales



MEMO

Date: 07/17/2015

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

RE: Liquor License Application – Las Cazuelas LLC

Business License Status:

Application packet mailed on 7/17/15.

Mailing to:

Las Cazuelas, L.L.C.
Attn: Mr. Salvador Figueroa Gonzalez
5150 W McDowell Rd.
Phoenix, AZ 85035



COMMUNITY DEVELOPMENT DEPARTMENT

Date: July 28, 2015
To: Sherry Aguilar, City Clerk
From: Eric Fitzer, Community Development Director
By: Sergio Angulo, Planner I
Re: Liquor License Application for:

**Las Cazuelas Restaurant
Series #12 (1207A316) – Interim Permit / New License / LLC
16551 N. Dysart Rd. Suite 101
Surprise, Arizona 85374**

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

1. Dysart & Santa Fe Food & Gas (Series 110) – 16551 N. Dysart Rd. Suite 123
2. Peter Piper Pizza #139 (Series 12) – 12851 W. Bell Rd. #20
3. Portofino West Ristorante (Series 12) – 12851 W. Bell Rd. #15
4. 99 Cents Only Store (Series 10) – 12801 W. Bell Rd.
5. Runners Sports Bar (Series 9) – 12751 W. Bell Rd. #8 & 9
6. Cindy's Mini Market (Series 10) – 12865 W. Grand Ave.
7. Circle K #1184 (Series 10) – 12707 W Grand Ave.

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

Residential population will most likely remain static. Commercial growth will likely remain static.

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





CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date: August 4, 2015

Contact Person: Sharon Wolcott, Mayor

Submitting Department:

District: Citywide

Staff Recommendations: Approve

Consent

Regular

Public Hearing

Report/Discussion

Agenda Wording:

Consideration and action affirming the support of the Mayor and Council of high quality education in Arizona; Resolution 2015-74.

Motion:

I move to approve Resolution 2015-74.

Background:

This resolution is being brought forward by the Mayor as an affirmation of the City Council's commitment to high quality education.

Financial Impact Statement:

This resolution has no financial impact.

ATTACHMENTS:

Click to download

☐ [RESOLUTION 2015-74](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x

Video

White Board

Other x

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

RESOLUTION # 2015-74

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AFFIRMING ITS SUPPORT FOR QUALITY EDUCATION IN ARIZONA.

WHEREAS, the Mayor and Council recognize the importance of high-quality education for the City's children as the community prepares youth for their independent lives, support the economic future of the City's youth, and affirm responsibility towards citizenship;

WHEREAS, the Mayor and Council recognize the key role that quality schools play in attracting businesses and economic opportunities in the community, and the importance of good schools to train the quality competitive workforce for companies to hire in order to support our City's long-term success;

WHEREAS, the Mayor and Council recognize that, in an ever-changing world, the state's economic prosperity is closely aligned with the caliber of its educated workforce;

WHEREAS, it is important that political subdivisions collaborate with schools to assure that today's students and future students remain globally competitive in the evolving fields of science, technology, engineering and math;

WHEREAS, quality schools protect property values, reduce crime, and attract additional investment in our community;

WHEREAS, schools are faced with a variety of different costs, including salaries for classified and certified personnel, building maintenance, transportation and ancillary services; and

WHEREAS, Arizona schools are limited in their ability to obtain revenue and must rely on the rights granted to them in the Arizona State Constitution for funding.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, that the Mayor and Council acknowledge the importance of appropriate provisions to enable excellent education to students in Surprise and encourage residents, community and civic leaders to expressly support quality education in our community.

[Signatures are on the following page]

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

John Williams, Vice-Mayor

Roland F. Winters, Jr., Councilmember

Jim Biundo, Councilmember

Rachel Villanueva, Councilmember

Skip Hall, Councilmember

Todd Tande, Councilmember

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date: August 4, 2015 Contact Person: Council Members Winters and Hall
Submitting Department: District: Internal
Staff Recommendations: None

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the appointment of members to the following Boards/Commissions: Althea Whitehead for the Arts and Cultural Advisory Commission with a term expiration of June 30, 2019; Monique Hernandez for the Community & Recreations Services Commission with a term expiration of June 30, 2019; George de Langeryt for the Disability Advisory Commission with a term expiration of June 30, 2019; Robert Ferrago and Gwen Skorpuan for the Board of Trustees both with a term expiration of June 30, 2018; James Connor for the Personnel Appeals Board with a term expiration of June 30, 2019; Jim Ferguson and Shari Martin for the Planning & Zoning Commission both with term expirations of June 30, 2019 and James Penberthy for the Tourism Commission (Hotel Representative) with a term expiration of June 30, 2019. The City Clerk will administer the Oath of Office.

Motion:

I move to approve above listed board/commission appointments as read by the City Clerk.

Background:

Financial Impact Statement:

ATTACHMENTS:

Click to download

☐ [Appointment Applications Redacted](#)

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):

7-16-15 4pm

CRS

Date/Time/Initials Received by Clerk's Office: 3/3/2015
Ostevens
via USPS



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Monique Hernandez Date Submitted: 2/27/15
Address: [REDACTED] Zip Code: 85387
Phone (Home): [REDACTED] Cell: [REDACTED]
E: Mail Address: [REDACTED]
Resident of Surprise: ☒ Yes ☐ No Number of Years: 1 year 9 months
Board/Commission(s) you are applying for? Community & Recreation
Education: Criminal Justice

EMPLOYMENT BACKGROUND:

Present Employer/Position: Social Security administration
Claims Representative

Previous Employer(s)/Position (Last 5 Years): Same - 8 years

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

Bilingual, eager to learn about my new community.

(Continued on Reverse Side)

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

NO

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

I am new to this State and Community. I am
eager to learn & grow with the City of
Surprise I am passionate about the Community
I am a part of & what better way to
learn & grow then to get involved
and give back.

Additional Information/Comments:

I served on the welfare reform board
in Denver Colo.

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

Monique M. Hernandez
Applicant's Signature

Please return to:

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

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

7/14/2015 2:50 p.m.

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



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Robert Ferraro Date Submitted: 6/7/15

Address: [REDACTED]

Phone: [REDACTED]

E: Mail Address: [REDACTED]

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

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

Education: B.S. Pharmacy, Rutgers University

EMPLOYMENT BACKGROUND:

Present Employer/Position: Xerox/Buck Consultants - Pharmacy Benefit Consultant
3200 N Central Ave Phoenix AZ 85012

Previous Employer(s)/Position (Last 5 Years): Mercer Health & Benefits
Pharmacy Benefit Consultant
2525 E Camelback Ave Phoenix AZ

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

Pharmacy Benefit Subject Matter Expert
Licensed Pharmacist in the state of AZ

(Continued on Reverse Side)

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

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

I would like to contribute to the progress of the City. I
feel my clinical training and benefits
expertise can be put to good use in this
capacity.

Additional Information/Comments:

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

Robert Kervon
Applicant's Signature

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

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

1 7-14-15 3:15 p.m

PAB



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: James Conner

Date Submitted: December 1, 2014

Address

Phone (

E: Mail Address:

Resident of Surprise: ☒ Yes ☐ No Number of Years: 21 (18 as Snowbird

Board/Commission(s) you are applying for? Personnel Appeals Board

Education: MS San Francisco State University

BS University of Oregon

EMPLOYMENT BACKGROUND:

Present Employer/Position: Retired; part-time labor
arbitrator

Previous Employer(s)/Position (Last 5 Years): Owner/President
Labor Relations Consulting Firm

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

Working with group advocating for
development of Surprise Regional Boys/Girls Club

(Continued on Reverse Side)

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

NO

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

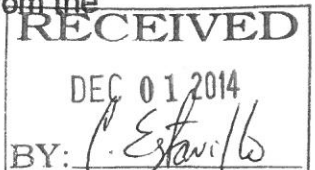
Now that I am a full-time resident,
I believe it is important to be
involved in activities of the City.

Additional Information/Comments:

Board Member, Sun Village Condo Association, 4 years
Board Member, Sun Village Community Association, 4 years
Various ad hoc HOA committees/activities

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

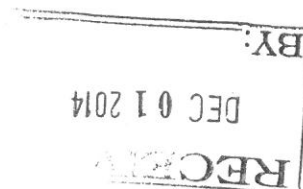
James M. Conner
Applicant's Signature



Date & Time Received by City Clerk's Office: C. Estavillo @ 8:35 A.M.

Please return to:

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



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

will
3-28-2015 - ShgQ
11:01 AM
P+Z



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Tim Ferguson Date Submitted: 3-28-15

Address:

Phone:

E-Mail:

Resident of Surprise: ☒ Yes ☐ No Number of Years: 10

Board/Commission(s) you are applying for? P+Z, Bd. of Adjustment, Open to Other

Education: B.S. in Psychology (Organizational Behavior Emphasis) - B.Y.U.

M.B.A. studies at Univ of Utah

Numerous Certifications in Economic Development Field

EMPLOYMENT BACKGROUND:

Present Employer/Position: Retired - Self Employed Consultant

Previous Employer(s)/Position (Last 5 Years): City of Winslow

City Manager

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

Extensive City Experience, but not in Surprise

35 years - Provo, Utah; Logan, Utah; Yuma, AZ;

Sumner, AZ and Winslow, AZ

(Continued on Reverse Side)

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

No

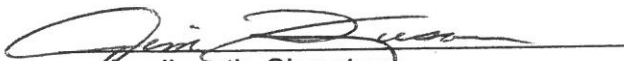
Statement as to why you want to serve as a Commission Member for the City of Surprise:

I want to share my experience in the City I've
chosen to retire in.

Additional Information/Comments:

My experience covers all areas of City Government
with extensive Community Involvement in Economic Development,
Tourism, Youth Work and numerous other areas.

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


Applicant's Signature

Please return to:

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

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

7/14/15 e/10p.m

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

lotwens
12/31/14



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: SHARON C MARTIN

Date Submitted: 12-31-14

Address:

Phone (H)

E: Mail A

Resident of Surprise: ☒ Yes ☐ No Number of Years: 27

Board/Commission(s) you are applying for? PLANNING & ZONING

Education: HS, College, Trade Schools

EMPLOYMENT BACKGROUND:

Present Employer/Position: Self employed - Real Estate Broker

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

Real Estate Agent / Broker

Operations Manager - General Contractor

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

We Care Foundation - TREASURY 2010-11

(Continued on Reverse Side)

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

NO

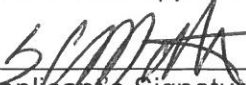
Statement as to why you want to serve as a Commission Member for the City of Surprise:

I would like to give back to the community and believe I can be fair and impartial with assisting on the board. Plus with my 20+ years experience with real estate and working with general contractors I feel being on the board promotes

Additional Information/Comments:

personal growth and I would like to make a difference.

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


Applicant's Signature

Please return to:

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

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

C 7-16-15 4:45 p.m.

Tourism (Hotel)



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: James C. (Jim) Penberthy Date Submitted: 27 MAY 15

Address

Phone (

E: Mail

Resident of Surprise: ☐ Yes ☐ No Number of Years: 24 yrs.

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

Education: B.S. Degree, Grand Canyon Un.

EMPLOYMENT BACKGROUND:

Present Employer/Position: TriVest Hotels LLC - Sales Mgr.

Previous Employer(s)/Position (Last 5 Years): Hilton Garden Inn Phx Arpt

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

Surprise Chamber of Commerce Military Affairs

and hospitality

(Continued on Reverse Side)

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

NO

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

I have been involved in the Hospitality / Travel business
since 1970, a Past President of NACE, and travel manager
for US West Comm. I have been a Hotel Sales mgr.
since 1991

Additional Information/Comments:

I have lived in the West Valley nearly all my
life except for military service. I feel that
I have a lot to offer guests traveling to and from
the area. I have been asked by my boss (Charles Klar)
to offer my services to this Commission.

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

James C. Penberthy
Applicant's Signature

Date & Time Received by City Clerk's Office: 5-23-15 10³⁸ am

umo

Please return to:

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

12:20 pm

Date/Time/Initials Received by Clerk's Office: 6/26/15 CE



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: Aletha (Lee) Whitehead Date Submitted: 6/26/15

Address: [REDACTED]
Phone: [REDACTED]
E-Mail: [REDACTED]

Resident of Surprise: ☒ Yes ☐ No Number of Years: 7

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

Education: AA Columbia College

EMPLOYMENT BACKGROUND:

Present Employer/Position: National Safety Council

Director, State Programs - Driver Safety Group

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

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

No prior City of Surprise activities but served as

Secretary/Treasurer to the Board of Fire Commissioners, Town of

(Continued on Reverse Side)

Salina, Mathtdale, ny. for 20+ years.

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

no

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

I would like to get involved in the community and
be able to serve the city of Surprise. I miss working
on a Commission/Committee and would like to get
active in my new home town.

Additional Information/Comments:

We moved to Surprise to help care for our daughter
who had cancer. She recently passed away and I
would like to find something to fill more of my
time and allow me to now meet people outside
of her group of supporters.

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

Alatha Whitehead
Applicant's Signature

Please return to:

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

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

V 1-23-2015 - 2 PM. C 7-14-15
DATE/TIME RECEIVED AT CLERKS OFFICE 6/23/15 estewens

City of Surprise
Appointment Application for Disability Advisory Commission

Name: **George Van de Langeryt**

Date Submitted: **6/18/2015**


Resident of Surprise: **YES** Number of years: **Seven**

Education: **Graduated Santa Ana College, AS Computer Science 1972, West Coast University BS Computer Science, Magna Cum Laude, 1976. Attended Chapman University Graduate School of Business with work toward an MBA.**

EMPLOYMENT

Medically discharged from US Marine Corps, 1970. Rated 100% disabled by the VA in 2003. Received Social Security Disability in 2004.

Employed after leaving military service as a programmer, electronics technician and moved up to system engineering, senior marketing engineer and manager of engineering and international marketing. Owned and operated an engineering consulting company for seven years. Retired in 2003 and moved to AZ in 2008.

Applied Data Communications, Tustin CA, Software Development Manager

Metavan, Inc. – Costa Mesa, CA, President

Powell Process Systems, Houston TX, Product Software Development

VDO- Mess und Regeltechnik, GmbH, Hannover, Germany, Engineering Liaison

Varec Division, Rosemount Inc. – Cypress, CA, International Marketing Manager, Systems Engineering Manager

Neurologic Research Corp, Orange, CA, Marketing Manager

Memberships - Veterans Organizations

American Legion Post 96, 23 year member, currently serving as Commander (3rd term).

previously served as Sr. Vice Commander and three years as Finance Officer. Chairman of Boys State committee, Chairman of Flag Disposal Committee.

National American Legion Press Association

Arizona American Legion Press Association

American Legion Riders, Chapter 96, charter member

Sons of the American Legion Squadron 96, charter member

La Societe des 40 Hommes et 8 Chevaux, Commissaire Intendant (treasurer)

White Tank Mountain Detachment #1246 of the Marine Corps League, Life member, Paymaster and previously served as Commandant and Sr. Vice Commandant. During the MCL State Convention last year, George created, sold most of the ads and published the Official Convention Book. He created and organized the Firearm Raffle, created, organized and sold the banquet tickets, handled the Delegate Registration and was responsible for all financial aspects of the convention. George was awarded Detachment Marine of the Year in 2014.

Military Order of the Devil Dogs, Pound 332

Disabled American Veterans Star Chapter 24, Life Member.

Veterans Memorial Hall, Inc. – Organization dedicated to building, maintaining and administrating a building for the use of the five veteran's organizations in Surprise. Charter member, director and corporate secretary. George wrote the original by-laws.

articles of incorporation and the organizational plan for the building. He did the paperwork for the incorporation and obtained the IRS 501 (c) (3) status.
Surprise Chamber of Commerce, Military Affairs Committee, representing American Legion Post 96.
North West Valley Veterans Association, representing Post 96. Treasurer and Chairman of the Flag Retirement Committee and maintains the association roster.
Surprise West Valley Veterans Memorial Day Organizational Committee, charter member. This committee organizes and stages an elaborate Memorial Day event in Surprise. 2015 is our fourth year.
American Military Retired Association

Other Organizations

American Mensa, 41-year member
National Rifle Association, Life member
California Rifle and Pistol Association, Life member
Benevolent and Protective Order of Elks, 49-year member
Nutley, NJ #1290
Orange, CA #1475, Past Exalted Ruler, Past Treasurer, Past Trustee and many other offices. Held several District level positions. Officer of the Year 1999, Exalted Ruler's Outstanding Achievement Award, 1998.
Raceway Elks #2852, Avondale, Several officer positions, Elk of the Month twice, Veterans Services Chairman.
Sun City Elks, #2559, active member Past Exalted Rulers Association
Christ Lutheran Church, Orange, CA Council Vice President, Financial Secretary, Treasurer

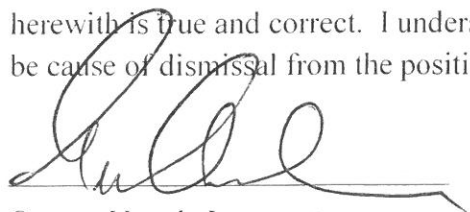
Publications

Editor, publisher and leading photographer of the following newsletters:
American Legion Post 96 - 8/2009 – present – Won 3rd place in national contest in 2014
White Tank Mtn Detachment K-Bar Newsletter – 6/2013 - present
Raceway Elks Newsletter – 10/2011 – 2/2014. Won 3rd place in state contest in 2014

Statement as to why I wish to serve as a Commission Member for the City of Surprise

As a disabled person, I know the challenges that face those who have limited mobility, especially those who are limited because injuries due to their military service. It is an ongoing problem to insure access to all persons to businesses, entertainment, sports events, social events and public areas. Progress and development often make these challenges more difficult. I would be honored to work to help solve these challenges to make life easier and more rewarding to those of us who have such challenges. Surprise is my home and I have the talent and time to dedicate myself to making this great city every greater for all of us.

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



George Van de Langeryt

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



City of Surprise

APPOINTMENT APPLICATION FOR ALL SURPRISE COMMISSIONS

Name: GWEN SKORUPAN Date Submitted: JULY 15, 2015

Address

Phone

E: Mail

Resident of Surprise: ☒ Yes ☐ No Number of Years: 7 YEARS

Board/Commission(s) you are applying for? HEALTH BENEFITS TRUST FUND BOARD

Education: B.S. SPEECH COMMUNICATIONS

EMPLOYMENT BACKGROUND:

Present Employer/Position: RETIRED

Previous Employer(s)/Position (Last 5 Years): EXPRESS SCRIPTS -

SENIOR ACCOUNT EXECUTIVE

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

NONE

(Continued on Reverse Side)

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

NO

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

I RETIRED LAST YEAR AT THE AGE OF 59 AFTER WORKING
IN THE PHARMACY BENEFIT MANAGEMENT INDUSTRY FOR 25
YEARS. I WOULD LOVE THE OPPORTUNITY TO PARTICIPATE ON
THE HEALTH BENEFITS TRUST FUND BOARD TO GIVE BACK TO
OUR COMMUNITY. I HAVE EXPERIENCE WORKING WITH
HEALTH BENEFITS TRUST FUND BOARDS BECAUSE OF MY PAST

Additional Information/Comments:

CUSTOMER BASE WHICH INCLUDED YUMA COUNTY EMPLOYEE
BENEFIT TRUST, TEACHERS HEALTH TRUST (LAS VEGAS), WASHINGTON
ELEMENTARY SCHOOL DISTRICT, PEORIA UNIFIED SCHOOL DISTRICT,
AND CITY OF TEMPE.

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

Gwen Skorupan
Applicant's Signature

Please return to:

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

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



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	Brenden Espie, Interim Director Human Services
Submitting Department:	City Mgr	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the City Manager to execute an Intergovernmental Agreement with Maricopa County for the operation of a regional community resource center, and amending the FY16 budget in the amount of \$115,700 to provide grant and grant match funds to run the center, and adding one new employee position; Resolution 2015-59.

Motion:

I move to approve Resolution 2015-59.

Background:

A Community Resource center would be a central location where all residents of all ages can come and inquire, receive services and information. It will also be a central location in the northwest valley where non-profit agencies can offer their services on a daily, weekly, and/or monthly basis at no cost to the City of Surprise or the community. Services that could be included are a wide variety of social, financial, legal, educational and safety classes and community resources. Financial assistance services are provided to stabilize the immediate and emergent needs of the client including basic needs. Financial services may include, but are not limited to: emergency rent and mortgage assistance, first month's rent deposit assistance, utility payment assistance, utility assistance, food boxes, etc.

Financial Impact Statement:

Entering into this intergovernmental agreement will result in acceptance of federal grant funding in the amount of \$87,500 and a city match requirement in the amount of \$28,200. A total of \$115,700 in appropriations will be reallocated within the Grants Fund and General Fund. This does not represent an actual transfer of funds, but only a transfer of spending authority and does not increase or decrease the total budget.

Additionally, one new full-time equivalent (FTE) will be required to support the Community Resource Center.

Financial assistance service funds in the amount of \$383,000 will be retained by the Maricopa County

Human Services Department and made available directly to contractors to assist families in the service area without flowing through the city's financial system.

ATTACHMENTS:

Click to download

- ☐ [Itemized Service Budget](#)
 - ☐ [CAP Powerpoint](#)
 - ☐ [IGA](#)
 - ☐ [Resolution 2015-59](#)
-

External Attachment Links:

Meeting Requirements:

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

Brenden Espie, Interim Director, Human Services and Community Vitality
Sandra Mendez, Assistant Director, Human Services Department
Community Services Division at Maricopa County

Attachment A
FY2015-2016 Operating Budget

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Crisis Case Management and Financial Assistance Services City of Surprise
Contract Period: 07/01/2015 - 06/30/2016

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	MCHSD COST
1	1.00	Neighborhood Svcs Coordinator	\$56,300	\$56,300	\$51,447
Total FTE		1.00			

TOTAL PERSONNEL **\$56,300** **\$51,447**

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	MCHSD COST
FICA	7.6% of salary	\$4,300	\$3,929
Worker's Compensation	WC Class 9410	\$800	\$731
Health Benefits	Family medical, dental, vision	\$15,900	\$14,529
Life Insurance	\$.0044 per \$ of salary	\$200	\$183
Retirement	11.47% of salary	\$6,500	\$5,940
Phone Stipend	\$40 per month	\$500	\$457

Only include those items that apply

TOTAL EMPLOYEE RELATED EXPENSES **\$28,200** **\$25,769**

4. TRAVEL

ITEM	BASIS	TOTAL COST	MCHSD COST
Mileage Reimbursement	\$0.575 x 520 miles	\$300	\$274

TOTAL TRAVEL **\$300** **\$274**

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	MCHSD COST
Desktop Computer	3 @ \$1,200	\$3,600	\$3,290
Telephone	2 @ \$200	\$400	\$366
Printer	1 @ \$1,500	\$1,500	\$1,371

TOTAL EQUIPMENT **\$5,500** **\$5,027**

7. MATERIALS AND SUPPLIES

ITEM	BASIS	TOTAL COST	MCHSD COST
Postage		\$500	\$457
Copier & Reproduction	Initial marketing	\$4,000	\$3,655
General Office Supplies		\$900	\$823

TOTAL MATERIALS AND SUPPLIES **\$5,400** **\$4,935**

10 SUBTOTAL ADMIN COST **\$95,700** **\$87,452**

11. Building

ITEM	BASIS	TOTAL COST	MCHSD COST
Tenant Improvements	Improvements to 1,500 sq ft	\$20,000	\$0

TOTAL VOUCHERS **\$20,000** **\$0**

12. TOTAL SERVICE COST/MCHSD TOTAL COST: **\$115,700** **\$87,452**

REVENUE SOURCES:

MCHSD	\$87,452	\$87,452
Surprise GF	\$28,248	

Attachment A
FY2015-2016 Operating Budget

TOTAL REVENUE:	<u>\$115,700</u>	<u>\$87,452</u>
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City Council August 4th, 2015

Community Action Program

***Brenden Espie, Interim Director
Sandra A. Mendez, Assistant Director
Maricopa County Human Services***

***Proudly Investing in &
Connecting our People***



What's Next for the Department?



We have found our footing and we are ready to make our first expansion as a department...

- ✓ First major partnership the HSCV department has negotiated.
- ✓ Immediate service delivery to qualifying residents of the City
- ✓ Additional partnership opportunities will be cultivated out of this agreement

We will be serving neighboring communities as well as working with our local non profits. We will ensure that there will be no service overlap. Our goal is to be the best partner to existing services. We want to find ways to enhance what is already working and fill in the voids when needed.

Community Action Program



MARICOPA COUNTY HUMAN SERVICES DEPARTMENT

Sandra A. Mendez
Assistant Director
Community Services Division



Community Action Program



Maricopa County Human Services Department 5 Divisions

- Community Services
- Early Education
- Senior and Adult Services
- Workforce Development
- Community Development



Community Action Program



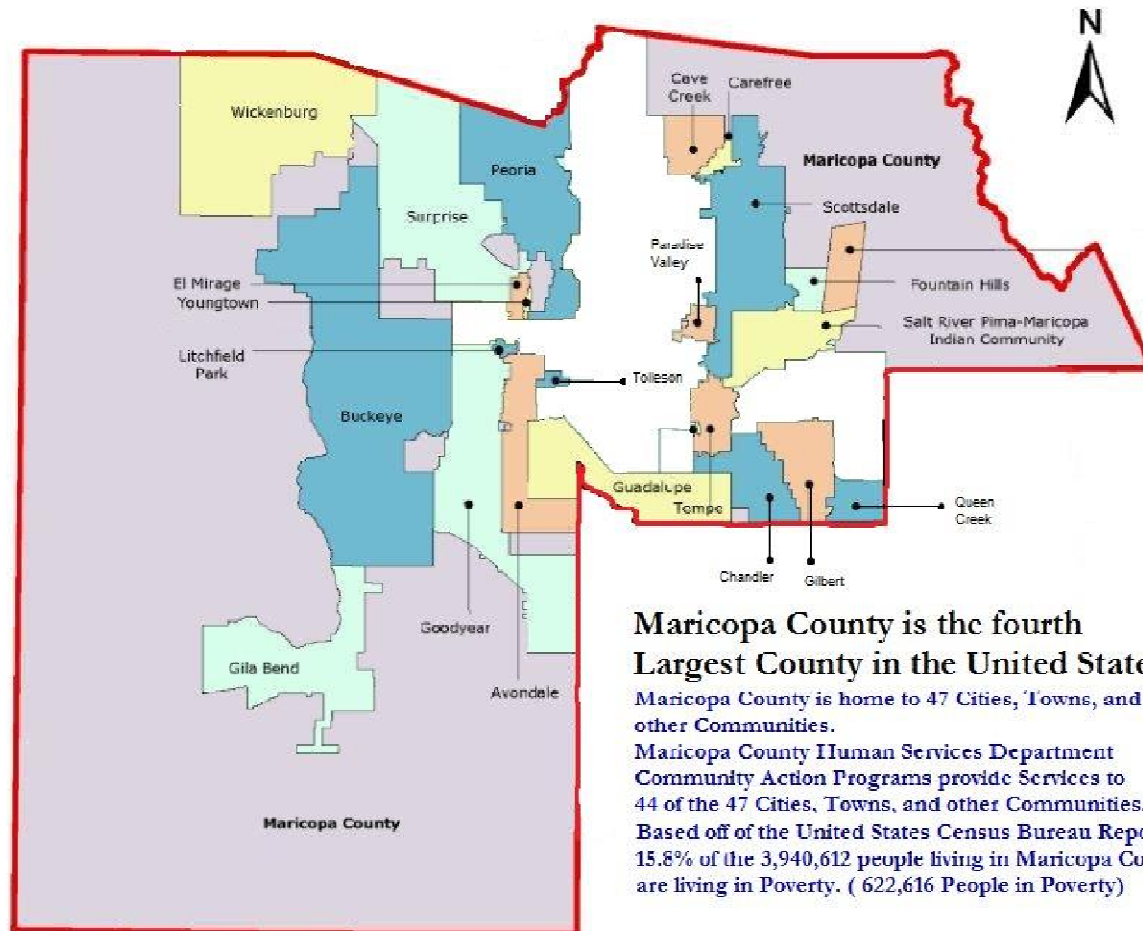
***DESIGNATED COMMUNITY ACTION AGENCY SERVING
MARICOPA COUNTY***

***AUTHORIZED UNDER
THE COMMUNITY SERVICES BLOCK GRANT ACT***

***Primary purpose:
To address the causes of poverty in local communities***



Community Action Program



Maricopa County is the fourth Largest County in the United States.

Maricopa County is home to 47 Cities, Towns, and other Communities.

Maricopa County Human Services Department Community Action Programs provide Services to 44 of the 47 Cities, Towns, and other Communities.

Based off of the United States Census Bureau Report 15.8% of the 3,940,612 people living in Maricopa County are living in Poverty. (622,616 People in Poverty)

Community Action Program



Case Management

Funding:

- Low Income Home Energy Assistance Program (LIHEAP)
- Temporary Assistance to Needy Families (TANF)
- Various Utility Assistance Fund Sources

Activities:

- Crisis Case Management
- Utility Assistance
- Rent/Mortgage Assistance to prevent eviction
- Telephone Discount Programs
- Utility Discount Programs

Community Services

Funding:

Community Services Block Grant (CSBG)

Activities:

- Address the Causes of Poverty
- Compliance with the CSBG Act
 - Tripartite Advisory Board
 - Community Action Plan
 - Needs Assessment
 - Informational Survey - Congress
 - Strategic Planning for Outcomes
 - Various Assurances
 - Organizational Standards

Community Action Program



Town of Avondale

• Avondale – Goodyear – Litchfield Park

Town of Gila Bend

• Gila Bend - Buckeye -Tonopah

City of Scottsdale

• Scottsdale City Limits

Town of Guadalupe

• Guadalupe Town Limits

City of Tolleson

• Old Tolleson City Limits

Tempe Community Action Agency

• Tempe – Fountain Hills

Chandler Christian Community Center

• Chandler – Queen Creek – Gilbert – Mesa Unincorporated County Islands

Foundation For Senior Living

• Wickenburg – Aguila - Wittman

City of Surprise

• Surprise – El Mirage

To Be Determined

• Peoria – Sun City – Sun City West – Youngtown – Waddell

Community Action Program



HOUSEHOLDS SERVED



Community Action Program



	2013		2014		2015
		Households Served		Households Served	Households Served
Avondale		533		612	542
Chandler		1010		1393	998
Gila Bend		394		448	285
Tempe		952		1021	1186
Wickenburg		136		175	159
Guadalupe		139		162	158
Tolleson		72		132	148
Scottsdale		789		960	779
Northwest		805		865	833
Total		4,830		5,768	5079

Community Action Program



	2015				
		Households Served		Funds Expended	Average Assistance Payment
Surprise		215		\$132,203	\$482
El Mirage		252		\$146,076	\$513
TOTAL		467		\$278,279	

Community Action Program



Poverty Vs. Utilization - 2015

City/Town	Number of Households Served	Funds Expended	Persons at or below 150% FPL	Percent Households at or below 150% FPL	Percent Funds Utilized In 2015 (Of overall funds expended in 2015)
			Source: 2013 American Community Survey	(Represents Demand – of overall Eligible Households in Maricopa County)	
Surprise	612	\$132,203	20,343	7.34%	4.14%
El Mirage	998	\$146,076	11,331	4.09%	4.57%
Funds Available in 2016		\$382,945 Direct Service	\$87,452 Operational		

- Total households at or below 150% of poverty in Maricopa County – 277,291
- Total Funds Expended in SFY 2015 – \$3,190,292

What are we asking?



The HSCV department is asking for an opportunity to expand the much needed service delivery to our residents.

- ✓ Approve the IGA before you tonight
- ✓ Allocate resources needed to support the program

This enhancement will increase our ability to help people wanting to help themselves to a better & self-sustaining lifestyle.

Questions or Comments?





INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND



CITY OF SURPRISE

Contract Amount: \$87,452.00

Contract Start Date: October 1, 2015

Contract Termination Date: June 30, 2016

The contract term shall include two options to renew for one-year extensions, at the option of the County.

Contract Number: _____

This Contract for Services Agreement ("Agreement") is entered into by and between City of Surprise, (hereinafter referred to as the "Contractor"), and Maricopa County, administered by its Human Services Department, (hereinafter referred to as the "County"). The Contractor and County are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the County is empowered by Arizona Revised Statutes §§ 11-251 and 11-952 et seq. to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the County.

WHEREAS, the Contractor is empowered by Arizona Revised Statutes §§ 9-240, 9-500.11, 11-952 and 46-241 et seq. to enter into this Agreement, and has by resolution, delegated the undersigned the authority to execute this Agreement on behalf of the Contractor.

The Contractor, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any subcontracts, amendments, or change orders as set forth herein and in:

Section I – General Provisions

Section II – Special Provisions

Section III – Work Statement: Crisis Case Management and Financial Assistance Services

Section IV – Compensation

Attachment A: Operating Budget

Section V – Contractor Hours of Operation & Service Area

Attachment B: Facility Location Chart

Attachment B-1: Surprise and El Mirage Service Area Map

Contractor Rep: Nicole Lance, Deputy City Manager

Phone: 623-222-1030

Address: 16000 N. Civic Center Plaza
Surprise, AZ 85374

E-Mail: nicole.lance@surpriseaz.gov

Maricopa County: Sandra Mendez, Assistant Director

Phone: 602-506-2316

Address: 234 North Central, Suite 3000, Phoenix, AZ 85004

E-Mail: mendezs002@mail.maricopa.gov

Deputy County Attorney Date

SECTION I
GENERAL PROVISIONS



Maricopa County
Human Services Department

A. EFFECT

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

B. DEFINITIONS

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

1. **Agreement** means this Intergovernmental Agreement between Maricopa County, administered by its Human Services Department, and the Contractor.
2. **Assistant Director** means the means the Assistant Director of the Community Services Division of the Maricopa County Human Services Department.
3. **Board of Supervisors** means the Maricopa County Board of Supervisors.
4. **Contract Administrator** means the person administering this Agreement on behalf of the Department.
5. **Contractor** means the person, firm or organization listed on the Cover Page of this Agreement.
6. **Contract Specialist** means the liaison between the Department and the Contractor. The Contract Specialist is responsible for monitoring this Agreement and providing technical assistance to the Parties.
7. **County** means Maricopa County, a political subdivision of the State of Arizona.
8. **Department** means the Maricopa County Human Services Department.
9. **Director** means the Director of the Maricopa County Human Services Department.
10. **Division** means the Community Services Division of the Maricopa County Human Services Department.
11. **Fidelity Bond** means a bond to indemnify the Contractor against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
12. **Juvenile** means any person under the age of eighteen (18).
13. **Payment Bond** means a bond executed to ensure payment as required by law of all persons performing work or providing materials in the execution of work provided under this Agreement.
14. **Performance Bond** means a bond executed to secure fulfillment of all of the Contractor's obligations under this Agreement.

15. **Program Manager** means the Assistant Director of the Community Services Division of the Maricopa County Human Services Department.
16. **Provider** means the Contractor and any Subcontractor providing services under this Agreement.
17. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
18. **Subcontract** means any contract entered into by the Contractor with a third party for performance of any of the work or the provision of any of the services under this Agreement.
19. **Subcontractor** means an entity employed by or funded through the Contractor to perform any of the work or provide any of the services under this Agreement.
20. **Work Statement** means Section III of this Agreement which describes the services to be delivered under this Agreement.

C. GENERAL REQUIREMENTS

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

D. AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties.

E. ASSIGNMENT AND SUBCONTRACTING

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

F. AVAILABILITY OF FUNDS

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

G. BUDGET ADJUSTMENTS

Any requests for reasonable budget adjustments shall be submitted ninety (90) days prior to the expiration date of this Agreement. Requests for financial adjustments to this Agreement shall be supported by appropriate documentation. If the County agrees to the budget adjustments, the County shall follow section D of this Agreement to amend this Agreement.

H. DISPUTES

1. Except as may otherwise be provided for in this Agreement, Parties will attempt to resolve any dispute arising out of this Agreement informally. The informal resolution process shall not exceed one hundred twenty (120) days. Disputes that cannot be resolved informally through the cooperative efforts of the parties shall be resolved using the following dispute resolution process.
2. Notice of the specific grounds of a dispute shall be in writing and filed with the Contract Administrator, if one has been appointed, or, if not, with the County Procurement Officer within ten (10) working days from the date Contractor knew or should have known of the basis of the dispute. The Contract Administrator or County Procurement Officer, as applicable, shall respond in writing to Contractor within fourteen (14) working days. The decision of the Contract Administrator or County Procurement Officer shall be final and conclusive unless, within seven (7) working days from the date Contractor is served with the decision, Contractor files a written notice of appeal with the County's Chief Procurement Officer, who shall provide Contractor with a written response within fourteen (14) working days following receipt of Contractor's notice of appeal. The decision of the Chief Procurement Officer shall be final and not appealable.
3. Pending a final decision of the Chief Procurement Officer, the Contractor shall proceed diligently with its performance of this Agreement in accordance with the Contract Administrator or County Procurement Officer's decision.

I. DEFAULT

This Agreement may be immediately terminated by the County if Contractor fails to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes Contractor's ability to perform any of its obligations under this Agreement. The County reserves the

right to have service provided by persons other than Contractor if Contractor is unable or fails to provide required services with the specified time frame.

J. TERMINATION

1. This Agreement is subject to cancellation by the County in accordance with the provisions of A.R.S. § 38-511.
2. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on the Cover Page of this Agreement.
3. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
4. The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County determines that the health or welfare of the service recipients are endangered or the Contractor's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement shall terminate upon the expiration of the term of this Agreement stated on the Cover Page of this Agreement.

K. SEVERABILITY

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

L. STRICT COMPLIANCE

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

M. NON-LIABILITY

The County, its officers, representatives, agents and employees shall not be liable for any act or omission by Contractor, or any Subcontractor or any officer, representative, agent, or employee of the Contractor or any Subcontractor that relates to this Agreement, and shall not be liable for any purchases or contracts made by Contractor, any Subcontractor, or any officer, representative, agent, or employee of Contractor or any Subcontractor, in connection with this Agreement.

N. INDEMNIFICATION

To the extent permitted by law, the Contractor shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the State of Arizona and Maricopa County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor and any of its Subcontractors, or any of the directors, officers, agents, or employees of Contractor and any of its Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Contractor or any of its

Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor and any of its Subcontractors from and against any and all claims. It is agreed that the Contractor and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

O. TECHNICAL ASSISTANCE

The Department shall provide reasonable technical assistance to Contractor to assist Contractor in complying with State and federal laws, regulations, and accountability for diligent performance and compliance with the terms of this Agreement and all applicable laws, regulations and standards. However, this assistance shall not relieve Contractor of full liability, responsibility and accountability for its actions and performance to comply with the terms of this Agreement.

P. SINGLE AUDIT ACT REQUIREMENTS

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

Q. AUDIT DISALLOWANCES

1. Contractor shall, upon written notice thereof, reimburse the County for any payments made under this Agreement that are disallowed by a federal, State, or County audit in the amount of the disallowance, as well as all court costs and attorney's fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred shall be specifically identified as applicable to the recovery of the disallowed costs in question.
2. If the County determines that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department to either adjust any future claim submitted by Contractor by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Contractor issuing a check payable to the County.

R. STAFF AND VOLUNTEER TRAINING

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

S. CLEAN AIR ACT

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

T. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

U. RELIGIOUS ACTIVITIES

Contractor warrants that none of its costs and none of the costs incurred by any of its Subcontractors will include any expense for any religious activity.

V. POLITICAL ACTIVITY PROHIBITED

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

W. COVENANT AGAINST CONTINGENT FEES

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

X. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by Contractor of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information. Contractor shall include a clause to this effect in all Subcontracts related to this Agreement.

The Contractor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. MCHSD/CSD will advise the Contractor as to applicable policies and procedures ADES has adopted for such compliance.

Y. RIGHTS IN DATA

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

Z. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

AA. PATENTS

Any discovery or invention arising out of, or developed in the course of, work under this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or

discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

BB. CONTRACT COMPLIANCE MONITORING

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

CC. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

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

DD. MINIMUM WAGE REQUIREMENTS

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

EE. RECOGNITION OF DEPARTMENT SUPPORT

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

FF. INSURANCE REQUIREMENTS

The Contractor and any of its subcontractors shall procure and maintain such insurance requirements until all of their obligations have been discharged and any warranty periods under this Contract are satisfied, including any 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, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The County and State of Arizona in no way warrant 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, his agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

a. **Commercial General Liability – Occurrence Form**

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

- General Aggregate \$4,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$2,000,000

- i. The policy shall be endorsed to include the following additional insured language: ***“Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- ii. Policy shall contain a waiver of subrogation against Maricopa County, the State of Arizona and their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- iii. The Policy shall be endorsed to include coverage for sexual abuse and molestation.

b. **Business Automobile Liability**

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

Combined Single Limit (CSL) \$2,000,000

- i. The policy shall be endorsed to include the following additional insured language: ***“Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees shall 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”.***
- ii. Policy shall contain a waiver of subrogation against Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

- i. Policy shall contain a waiver of subrogation against Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their

officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

d. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$2,000,000
Annual Aggregate	\$4,000,000

- i. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; 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 Contract is completed.
- ii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Work Statement under this Contract.

2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies, except Worker's Compensation and Professional Liability insurance, are to contain, or be endorsed to contain, the following provisions:

- a. Maricopa County, the State of Arizona, and their respective departments, agencies, boards, commissions, and their respective officers, officials, agents, and employees and the Contractor shall be additional insureds to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by the Contract.
- b. The Contractor's and its subcontractors' insurance coverage shall be primary insurance with respect to all other available sources.
- c. The Contractor's and its subcontractors' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the subcontractors shall not be limited to the liability assumed under the indemnification provisions of their contracts with the Contractor.

3. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to Maricopa County. Such notice shall be sent directly to Maricopa County Human Services Department (Attn: Community Services Division), 234 N. Central Avenue, Ste 3000, Phoenix, AZ 85004, and shall be sent by certified mail, return receipt requested.

4. **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 County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirement listed in this Contract. If the Contractor or its Subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the Contract or Contractor's Subcontract would be

considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

5. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Maricopa County Human Services Department (Attn: Community Services Division), 234 N. Central Avenue, Ste. 3000, Phoenix, AZ 85004. The County's Contract number is to be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

6. **EXCEPTIONS:** In the event the Contractor's subcontractor(s) is/are a public entity, then the Insurance Requirements may, based upon the sole discretion of the County, not apply. Such public entity may, based upon the sole discretion of the County, provide a certificate of self-insurance to the Contractor and may be provided to the County upon request.

GG. BONDING

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

HH. GRIEVANCE PROCEDURE

Contractor shall establish a system through which applicants for and recipients of services may present grievances and may take appeals about eligibility and other aspects of Contractor's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for and recipients of services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied by Contractor.

II. NONDISCRIMINATION

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

JJ. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their

race, age, disability, color, religion, sex or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Arizona Executive Order 2009-09, which mandates that all persons shall have equal access to employment opportunities.

KK. FINANCIAL MANAGEMENT

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

LL. RETENTION OF RECORDS

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

MM. ADEQUACY OF RECORDS

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

NN. COMPETITIVE BID REQUIREMENTS

1. Equipment
If this Agreement is with other than a Public Agency, Contractor shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:
 - a. Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two (2) or more vendors. Contractor shall keep and maintain a record of the vendors' verbal quotations. Contractor's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
 - b. Procurements exceeding an aggregate amount of \$1,000 shall be approved by the Contract Administrator. At least three (3) bidders shall be solicited to submit written quotations. Contractor shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2. Supplies
If this Agreement is with other than a Public Agency, Contractor shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the Contractor obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.
3. Minority, Women and Small Business Enterprises
Contractor shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.
4. If Contractor is a Public Agency, Contractor's own bidding procedures shall govern.
5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

OO. PROPERTY

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

PP. IMMIGRATION REFORM AND CONTROL COMPLIANCE

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

QQ. DRUG FREE WORKPLACE ACT

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

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

Contractor shall use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

SS. EMPLOYMENT DISCLAIMER

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

The Parties agree that no individual performing under this Agreement on behalf of Contractor may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue to or apply to any such individual. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other

employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and Contractor shall indemnify, defend and hold harmless the County with respect thereto.

TT. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned, by signing this Agreement, represents that he/she has the authority to bind Contractor to the terms of this Certification. Contractor, as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with the commission of any of the offenses enumerated in subparagraph 2 above;
4. Have not, within a three-year period preceding this Start Date of this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default;
5. Shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement without liability; and
6. Shall not enter into a subcontract or sub-recipient agreement with any person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement without liability.
7. Contractor shall include, without modification, the language of this Certification, in all agreements with all sub-recipients and other subcontractors; in all lower tier covered transactions, and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.
8. If Contractor is not able to provide this Certification, an explanation as to why shall be immediately provided to the Department, Attention: Department Director at the address set forth on the Cover Page of this Agreement.

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

By entering into this Agreement, Contractor represents and warrants that it is in compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, *et seq.*) and all other federal and State immigration laws and regulations related to the immigration status of its employees. Contractor shall obtain statements from its Subcontractors certifying such compliance and shall furnish the statements to the

Department upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. Contractor and its Subcontractors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all employees performing work under this Agreement. I-9 forms are available for download at USCIS.GOV. Contractor agrees to verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

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

1. That Contractor and its Subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);
2. That breach of the warranty under subparagraph 1 above shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and
3. That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Contractor or Subcontractor employee who works under this Agreement to ensure that the Contractor and its Subcontractor are complying with the warranty provided under subsection 1 above, and that Contractor agrees to make all papers and employment records of said employee(s) available to the County during normal working hours in order to facilitate such an inspection.

VV. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

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

SECTION II
SPECIAL PROVISIONS



Maricopa County
Human Services Department

A. DEFINITIONS

1. The following terms shall have the associated meanings within this Agreement:
 - a. **ADES** means the Arizona Department of Economic Security.
 - b. **Agency** means the Contractor's business operation.
 - c. **MCHSD** – means Maricopa County Human Services Department.
 - d. **CSD** – means Community Services Division of Maricopa County's Human Services Department.
 - e. **Chief Procurement Officer** means the head of the County's Office of Procurement Services.
 - f. **Contract Administrator** means Assistant Director, and that position's program-related responsibilities within MCHSD/CSD
 - g. **Vulnerable Adult** means an individual who is eighteen years of age or older and who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. 14-5101.

B. STANDARDS

Contractor shall perform the work and provide the services as identified in Section III, the Work Statement, and shall immediately notify the Contract Administrator whenever the Contractor is unable to, or anticipates an inability to, perform any of the work or provide any of the services required by the terms of this Agreement.

C. CHANGES ORIGINATED BY THE DEPARTMENT

Budget Adjustments: If changes do not result in an increase or reduction of the total contract budget amount and result in more than a 10% change in a budget category, changes will take place with budget change orders to be executed, approved and signed by both the Department Assistant Director and Contractor agency director.

Changes that result in an increase or decrease in the total Agreement budget will require a formal amendment pursuant to Section D of the General Provisions.

The MCHSD/CSD Assistant Director may, at any time, make changes to the general scope of this Agreement in any or all of the following areas and methods, including, but not limited to, via written memorandums or email:

1. Specific program rules, regulations, application procedures: These changes will be communicated in writing to subcontractor agency directors through revisions to the Maricopa County Human Services Department/Community Services Division Program Policy & Procedure Handbook and through written memorandums.
2. Minor work statement revisions: These changes will be communicated in writing to the subcontractor agency directors through written memorandums.
3. Administrative requirements such as reporting criteria: These changes will be communicated in writing to subcontractor agency directors through written memorandums.

Any dispute or disagreement resulting from such written changes or budget change orders shall constitute a dispute within the meaning of the dispute clause of the Agreement's General Provisions and shall be adjusted accordingly.

D. COMPLIANCE WITH LAWS, RULES & REGULATIONS

Contractor shall comply with all applicable laws, rules, and regulations, without limitation, to those designated within this Agreement.

E. AUDIT REQUIREMENTS

In accordance with A.R.S. § 11-624, the Contractor shall, at its own expense, file with the Human Services Department, either:

1. Audited financial statements prepared in accordance with federal single audit requirements.
2. Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

F. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY

If providing direct services to children or vulnerable adults, the following shall apply:

1. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement.
2. Contractor shall submit information directly to MCHSD CSD prior to employing or following any person to volunteer who provides such direct services under this Agreement. MCHSD will request ADES to conduct Central Registry Background Checks on behalf of the Contractor. The results must indicate that the person has no disqualifying acts that would prohibit him/her from providing services to clients. If the Central Registry background check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to clients.
3. The information contained in the Central Registry will be used as a factor to determine qualifications for positions that provide direct service to juveniles or vulnerable adults as follows:
 - a. Any person, their employees or volunteers who apply for a contract with MCHSD;
 - b. All employees/volunteers of the Contractor;
 - c. A subcontractor of the Contractor and any subcontractor employees or volunteers; or
 - d. Prospective employees/volunteer of the Contractor or its subcontractor before being employed or volunteering.
4. The Contractor shall ensure all requirements of this Section are met in order to:
 - a. Protect Clients;
 - b. Avoid Agreement cancellation or termination for cause by the County; and
 - c. Include any salary/employee-related expenses on the monthly Financial Claim Form pertaining to any people included in clause 5.59.3 above.
5. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults under this Agreement, persons shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated.
6. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the

person has been granted a Central Registry exception.

7. Results from ADES of the Central Registry background checks shall be submitted to the Contractor within five (5) days of receipt by MCHSD/CSD.
8. The Contractor shall maintain the Central Registry Background Check results in a confidential file for six (6) years after termination of the Contract, or resolution of any audit issues, whichever is longer. This requirement is pursuant to the Retention of Records section under this Contract.

G. FINGERPRINTING

The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

1. Contractor and any subcontractor staff (pre-approved by the County) who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07. Such Contractor and subcontractor staff includes current employees, whether paid or not, those who transfer into a direct service position, volunteers, and new employees, whether paid or not.
2. If awaiting receipt of their clearance card, such staff shall provide services ONLY under direct visual supervision and oversight of an employee who possesses a fingerprint clearance card until staff is issued a valid fingerprint clearance card that meets the Level One requirements.
3. Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor, and who has contact with juveniles or vulnerable adults, certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
4. Should a staff's fingerprint clearance card be revoked or suspended, such staff shall immediately be prohibited from providing services under this Contract unless granted a good cause exception pursuant to ARS 41-619.55. This Contract may be cancelled or terminated immediately should it be discovered the Contractor, or its subcontractor, did not prudently and immediately act upon such information.
 - a. Contractor staff, whether paid or not, who are required or allowed to provide services directly to juveniles, shall certify on forms provided by the Arizona Department of Economic Security and notarized whether they:
Are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended); or
 - b. Ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
5. The Contractor shall assume the costs of fingerprint checks. The Department may allow all or part of the costs of fingerprint clearance checks/cards to be included as an allowable, reimbursable cost under this Contract.

6. Upon receiving the valid fingerprint clearance card, Contractor shall forward a copy of the staff's card, front and back, to the MCHSD Community Services Division.

H. CONTRACTOR CHANGES

The Contractor is required to notify the MCHSD Community Services Division's Assistant Director, in writing, within fifteen (15) calendar days, of any changes in the following:

- The number of staff or the identity of staff funded with this contract
- Agency authorized signatory
- Agency address, phone, fax or email addresses
- Person to whom Agreement notices should be sent
- Any variation of insurance required by this Agreement

I. DEPARTMENT DETERMINATIONS

The Department reserves the right to increase or decrease contractor's budget or scope of work based on over, under or non-performance resulting from program overview and monitoring by MCHSD/Community Services Division staff.

J. ALLOCATION OF FUNDING

Should additional funds become available during the term of the contract period, the Department reserves the right to allocate these funds and proportionate services in this Agreement. Allocations may be adjusted based on documented client need, census determinations, or over, under or non-performance by the Contractor.

K. COMPUTER SOFTWARE POLICY

The contractor shall comply with Federal copyright laws applicable to software licenses. In addition, all policies and agreements between the Department and the Contractor related to contract equipment, software, internet accessible database system, and access shall be implemented and monitored. Annually, contractors will be required to submit an inventory of all county provided hardware and software to the MCHSD Community Services Division Assistant Director.

L. RESPONSIBILITY FOR REPAYMENT OF DIRECT SERVICE FUNDS

Should program monitoring or application quality assurance review result in findings related to direct service funds being paid for ineligible individuals or in amounts above allowable program limits, the Contractor shall repay those funds to the Department upon written notification by the MCHSD/CSD Operations Manager or Assistant Director.

M. DATA COLLECTION AND MANAGEMENT

Eligibility determination and documentation shall be completed for all applicants/clients and appropriate household members receiving services through this contract. The Contractor is responsible for adhering to MCHSD data entry requirements and for the timely, accurate data entry of information.

N. COOPERATION IN TRAINING, PLANNING, NEEDS ASSESSMENT, OUTCOME MEASUREMENT INITIATIVES

The Contractor will be required to cooperate in needs assessments, training required by MCHSD CSD and planning and outcome measurement initiatives.

O. REPORTING REQUIREMENTS

Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th working day following each month during the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in this

Agreement. Failure to submit accurate and complete reports by the 10th working day following the end of a month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 calendar days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

Contractor shall submit to the Department all final program and fiscal reports no later than the designated date, to be determined by the Department, following the termination of this contract. Failure to submit final program and fiscal reports within the designated time period may result, at the option of the Department, in forfeiture of final payment.

P. CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under this Agreement.
2. Acted on behalf of the County without appropriate authorization.
3. Provided favorable or unfavorable treatment to anyone.
4. Made a decision on behalf of the County that exceeded its authority, could result in partiality, or have a political consequence for the County.
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the Department.
6. Loss of impartiality when advising the Department.

Q. CONTRACT TERM AND OPTION TO EXTEND

1. The term of the Agreement shall commence upon October 1, 2015, and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein. The Contract term shall include two options to renew for one-year extensions based on Contractor performance.
2. The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).
3. Upon execution of this Agreement and incurring allowable expenses within the contract term, the Contractor shall invoice the County per Section IV, Compensation, under this Agreement.

R. LEVEL OF SERVICES

If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this Agreement and during any transition to a subsequent Contractor.

The Department makes no guarantee to purchase specific quantities of goods or services or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Agreement is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from its sources when such need is determined necessary by the Department.

Services under this Agreement may be moved or expanded to other site locations within the geographic area awarded only by a written amendment.

S. PANDEMIC CONTRACTUAL PERFORMANCE

1. The Department shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The Department may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - a. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - b. Alternative methods to ensure there are services or products in the supply chain.
 - c. An up to date list of agency contacts and organizational chart.
2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, The Department shall have the following rights:
 - a. After the official declaration of a pandemic, the Department may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b. The Department shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
 - c. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the Department, at its sole discretion may reinstate the temporarily voided contract(s).

T. PAYMENT RECOUPMENT

The Contractor shall reimburse the Department upon demand, or the Department may deduct from future payments, the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated.
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department.
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the Substantial Interest section of these terms and conditions.
4. Any duplicate amounts paid by the Department for services covered or reimbursed by other specific grants, contracts, or payments.
5. Any amounts expended for items or purposes determined unallowable by the Department upon reimbursement by the Department of such costs to the Contractor; see the "Unallowable Costs" clause of these Special Provisions.

6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services.
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception.
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling.
9. Any payments made for services rendered before the contract begin date or after the contract termination date.

U. PERSONNEL

The Contractor's personnel working under this Agreement shall be qualified to carry out all duties and requirements set forth in this Agreement. Contractor shall ensure services are provided as reflected in Attachment B as set forth in this Agreement.

V. TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Agreement, there shall be a transition of services period. During this period, the contractor, under this contract, shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

W. UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-122 (now relocated to 2 CFR, Part 230) for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
2. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

X. SUBSTANTIAL INTEREST DISCLOSURE

Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

Leases or rental agreements of property shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

Y. TERMINATION

1. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part: The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent 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 of the contract.
2. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth on the Cover Page of this Agreement.
3. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
4. The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County determines that the health or welfare of the service recipients are endangered or the Contractor's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement shall terminate upon the expiration of the term of this Agreement stated on the Cover Page of this Agreement.

SECTION III
WORK STATEMENT



Maricopa County
Human Services Department

**WORK STATEMENT
FOR
CRISIS CASE MANAGEMENT
AND
FINANCIAL ASSISTANCE SERVICES**

A. Purpose

The purpose of this Agreement is to award funds to the Contractor to be used for the provision of Crisis Case Management and Financial Assistance Services during SFY16 in the Surprise and El Mirage service area. Services shall be provided as described in this section.

B. SERVICE DESCRIPTION:

1. Crisis Case Management Services are provided to individuals and/or families in order to enhance their self-sufficiency and/or involvement in the community, and through which the needs and eligibility of the individuals applying for/receiving financial services are determined. For those individuals eligible, appropriate services are identified, obtained or provided, and recorded. Information and referral services will be provided as appropriate.
2. Financial Assistance Services are provided to stabilize the immediate and emergent needs of the client including basic needs. Financial services may include, but are not limited to: emergency rent and mortgage assistance, first month's rent and rental deposit assistance, utility payment assistance, utility deposit assistance, food boxes, etc.

C. UNIT OF SERVICE:

Units of service may vary depending on the types of activities conducted.

D. STANDARDS/LICENSURE/PROGRAM INFORMATION:

1. Contractors will comply with all federal, state and county regulations related to specific funding sources used. Additionally, all contractors will comply with the *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook* and will be responsible for keeping the handbook updated as program regulations and guidelines change.
2. Federal, State, and County regulations will be the responsibility of the Contractor to follow and may include, but are not limited to:
 - a. Federal Low Income Home Energy Assistance Program regulation as well as the State of Arizona Low Income Home Energy Assistance Program State Plan. Title XXVI-Low Income Home Energy Assistance Program Omnibus Budget Reconciliation Act of 1981;
 - b. Federal Social Services Block Grant;
 - c. Federal Emergency Solutions Grant;
 - d. Federal Community Services Block Grant;
 - e. Utility, Repair, Replacement and Deposit Assistance Guidelines;
 - f. State Short Term Crisis Services Program;
 - g. Federal Temporary Assistance to Needy Families (TANF) as related to the provision of Emergency Assistance;
 - h. State and Federal Client Confidentiality Laws and Regulations;
 - i. Maricopa County Human Services Department/Community Services Division Policy & Procedures Handbook; and
 - j. Community Services Block Grant Legislation as amended.

3. Crisis case management is the process by which eligibility for financial assistance with basic and emergent needs is determined and received. Available resources are categorized as follows:
 - a. Financial Assistance (i.e. rent, utility, mortgage assistance);
 - b. Information and Referral;
 - c. Utility and Telephone Discount Programs (enrollment);
 - d. Goods and materials provided (i.e. food boxes, clothing);
 - e. Home Repair/Weatherization (i.e. application intake or referral to home repair programs i.e. weatherization); and
 - f. Non-Financial Assistance (i.e. face-to-face provision of services i.e. case management, energy conservation education, assistance with forms completion such as for AHCCCS).
4. *Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook* provides detailed information on services that can be provided, client eligibility regulations and guidelines, application and documentation procedures and service dollar limits for Maricopa County funded financial assistance. The Policy & Procedure set forth therein is hereby incorporated by reference and binding on the parties, their assignees and subcontractors.
5. Financial assistance service funds are not included in Contractor agreements/contracts. These funds will be retained by Maricopa County Human Services Department (MCHSD) and are made available to contractors through the HSD Online Client Data System. Applications for MCHSD funded financial assistance must be completed via the HSD Online Client Data System. MCHSD will make payments directly to vendors (i.e. utility companies, landlords, mortgage companies, etc.) upon authorization by MCHSD.

E. SERVICE REQUIREMENTS:

Contractor shall:

1. Provide services that are appropriate to the language, culture and geographic location of the target population.
2. Provide on-site financial assistance services at a location(s) within the specified service area, as determined during contract negotiations.
3. Provide personnel, supervision, staff training, equipment, materials and supplies necessary to perform and provide crisis case management and financial assistance services.
4. Utilize the HSD Online Client Data System to document and record all services provided and supported by MCHSD funds. This includes financial assistance services and non-financial services provided by Contractor staff/volunteers supported with MCHSD funds.
5. Data entry of all services and/or applications must be complete by the 5th business day of the following month.
6. Ensure that applications for MCHSD funded assistance are reviewed for quality assurance prior to submission to MCHSD for payment authorization.
7. Ensure that completed applications for financial assistance are submitted to MCHSD within five days of application intake.

F. SERVICE GOALS:

1. To assist low income individuals or households reduce or eliminate barriers to initial or continuous employment.
2. To assist households in improving housing conditions and lowering utility costs through home weatherization, repair or replacement of utility related appliances, home repairs.
3. To reduce homelessness and help families move from unaffordable or unsafe housing by assisting with first month rent, rental security deposits and/or utility deposits.
4. To prevent homelessness by assisting families with eviction prevention rent assistance, mortgage foreclosure assistance and/or utility assistance.
5. To assist low-income families in accessing or maintaining telephone service through enrollment in telephone discount programs.
6. To ensure that individuals know about and can access other community resources and programs through provision of community information and referral.
7. To reduce immediate hunger by providing food boxes or referrals to sources of immediate food.
8. To assist low-income energy burdened households maintain self-sufficiency through enrollment in various utility discount programs.
9. To support households in maintaining or achieving self-sufficiency through crisis case management to meet the household's immediate and basic needs.
10. To assist low-income individuals and/or households in achieving an increase in financial assets and/or financial skills to achieve or maintain self-sufficiency.

G. MATERIALS/SERVICES PROVIDED BY MCHSD:

1. Maricopa County Human Services Department/Community Services Division Policy & Procedure Handbook
2. HSD Online Client Data System.
3. Training and technical assistance on:
 - MCHSD funded crisis case management and financial assistance services
 - Use of the HSD Online Client Data System
 - Required Reports and Forms
4. Fiscal monitoring, program monitoring and client file review.
5. MCHSD Financial Assistance Vouchers.
6. Other forms as necessary.

H. REPORTING REQUIREMENTS:

MCHSD reserves the right to add, remove, or revise reporting requirements at its discretion.

Contractor shall submit the following to MCHSD/CSD:

1. Results Oriented Management and Accountability (ROMA) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.
2. Annual Leveraging Report no later than 45 days after the end of the contract year. The report is to include agency funding and amounts received by agency from entities other than Maricopa County Human Services Department that support administration and operating costs of the Contractor, including the value of in-kind contributions.
3. Submit other reports as required by MCHSD.
4. Reports will be submitted to:
Maricopa County Human Services Department
Community Services Division
234 N. Central Avenue, Suite 3000
Phoenix, AZ 85004

SECTION IV
COMPENSATION



Maricopa County

Human Services

A. COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth in this Agreement, County shall pay the Contractor compensation for services rendered.

B. REIMBURSEMENT

1. Effective October 1, 2015 through June 30, 2016, Contractor shall be reimbursed as set forth under this Agreement.
2. During the term of this Agreement, the maximum amount of compensation due to the Contractor from the County, for any and all services performed by the Contractor for the obligations and duties herein, shall not exceed the amount(s) in Attachment A.

C. METHOD OF PAYMENT

Subject to receipt of a proper invoice and upon approval by the County during the term of this Agreement, County shall pay the Contractor no more than monthly and based on performance of the duties described herein by the Contractor as follows:

1. Subject to the availability of funds, the Department shall reimburse the Contractor for all allowable costs associated with the performance of work and the provision of services under this Agreement. Reimbursement for this Contract shall be limited to the total amount of the Contract award and per Attachment A.
2. On or before the tenth (10th) working day of the month following a month of service delivery by the Contractor, the Contractor shall submit to the MCHSD Community Services Division, a Financial Claim Form (Claim) as the Contractor's invoice for allowable costs incurred during the billing period. A template Claim form shall be provided by the MCHSD/CSD to the Contractor for its use. Sufficient backup shall also be attached to this Claim, such as a General Ledger excerpt or detailed Expenditure Report, with the included charges circled or highlighted.
3. The Financial Claim and backup will be submitted to MCHSD/CSD before payment(s) can be made by the County as provided for under this Agreement.
4. Provided that the maximum reimbursable amount is not exceeded, the Contractor may deviate, plus or minus 10% from the amounts identified in the Contract itemized service budget category subtotals.
5. Changes exceeding the above stated deviation from itemized service budget category subtotals will require a Change Order as specified in Special Provisions' Section F, Changes Originated by the Department clause, or a formal Amendment, as specified in General Provisions' Section D, Amendments, of this Agreement.
6. Should the MCHSD Community Services Division make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reasons for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of General Provisions' Section I, Disputes, of this Agreement.

ATTACHMENT A - OPERATING BUDGET for SFY16

Contract Operating Budget - MCHSD
City of
CONTRACTOR: Surprise

October 1, 2015 to
June 30, 2016

**Service: Crisis Case Management and Financial Assistance
Services**

Revenue Sources

MCHSD* 87,452.00

Total Revenues 87,452.00

Budget Categories

Personnel / ERE 87,452.00

Total Expenses 87,452.00

*Funding will be allocated internally on a monthly basis by
Maricopa County Human Services Department/Financial
Services.

Based on fund availability, funds utilized may include, but are not
limited to:

SSBG, TANF, LIHEAP, County Funds and CSBG

SECTION V

CONTRACTOR HOURS OF OPERATION & SERVICE AREA



Maricopa County

Human Services Department

FACILITY LOCATION CHART – ATTACHMENT B

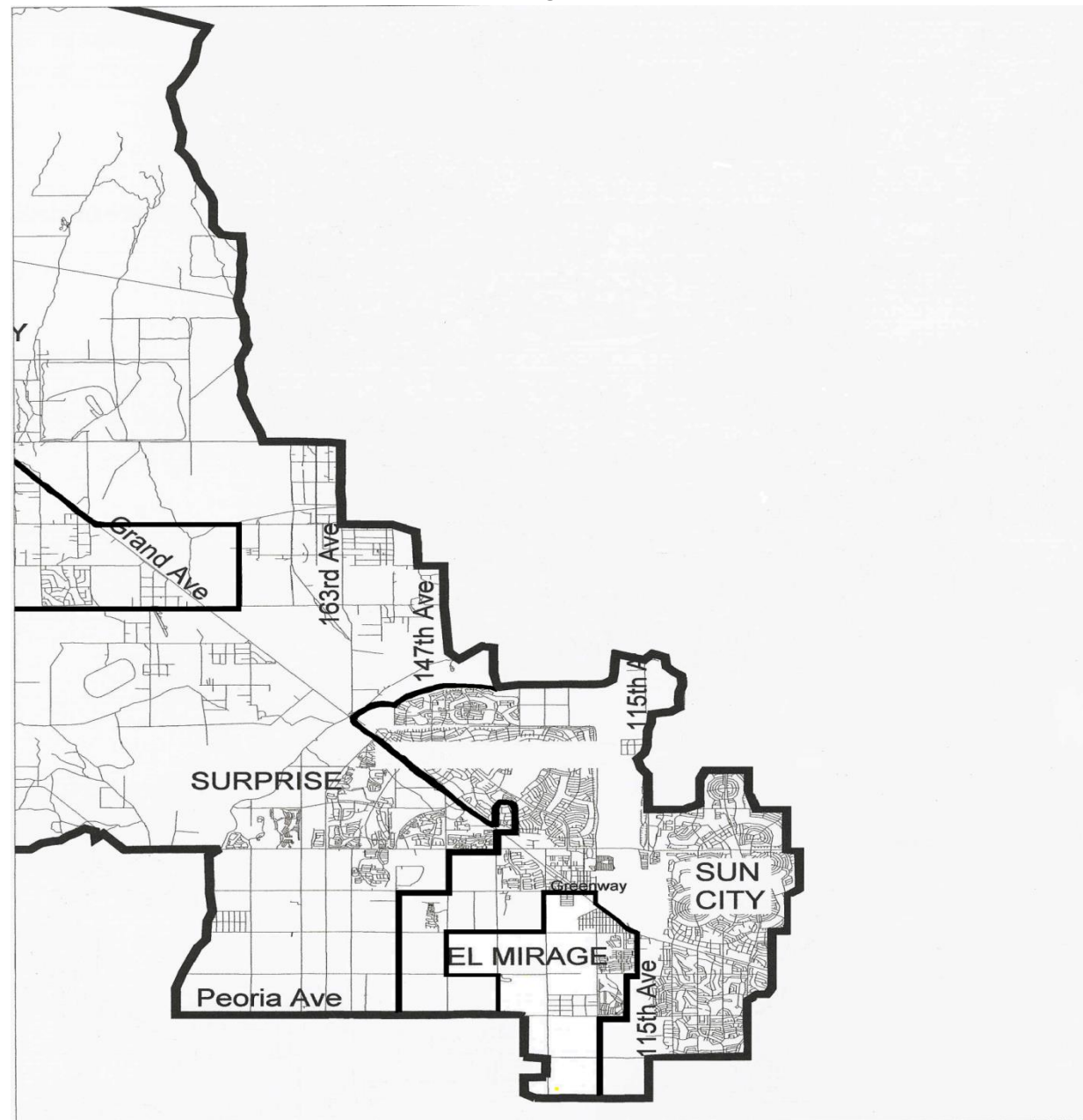
Contract Services shall be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated.

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICE(S) WILL BE PROVIDED	CONTRACT SERVICE(S)	SUB	DAYS & HOURS OF OPERATION	DESCRIPTION OF THE COMMUNITY SERVICE AREA
<u>Service Location(s)/Office(s)</u> Surprise Community Action Program 12425 W. Bell Road Surprise, AZ 85374 623-222-1026 ----- <u>Administrative Office</u> Administrative Office City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374-7470 623-222-1026	Crisis Case Management and Financial Assistance Services	N/A	Monday – Friday 8:00 a.m. to 5:00 p.m. by arrangement.	Surprise and El Mirage Community Service Area as indicated in map Attachment B-1

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holiday):

- | | | | | |
|--|---|--|--|--|
| ☒ New Year's Day | ☐ Washington's birthday | ☒ Memorial Day | ☐ Rosh Hashanah | ☒ Veteran's Day |
| ☒ Martin Luther King JR's Birthday | ☒ President's Day | ☒ Independence Day | ☐ Yom Kippur | ☒ Thanksgiving Day |
| ☒ Lincoln's birthday | ☐ Good Friday | ☒ Labor Day | ☐ Columbus Day | ☒ Christmas Day |
| OTHER HOLIDAYS: | | | | |
| ☒ Day After Thanksgiving | ☐ Floating Holiday – | ☐ Day Before Christmas | ☐ | ☐ |
| ☒ Cesar Chavez Birthday | | | (specify) _____ | (specify) _____ |

Attachment B-1: Surprise and El Mirage Services Area



RESOLUTION # 2015-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE PROVISION OF COMMUNITY ACTION PROGRAM SERVICES; AND AUTHORIZING A NEW POSITION IN THE HUMAN SERVICE AND COMMUNITY VITALITY DEPARTMENT; AND AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$115,700 WITHIN THE GRANTS FUND AND GENERAL FUND FOR RECEIPT OF GRANT FUNDING.

WHEREAS, Maricopa County has selected the City of Surprise as the regional center for Community Action Program (CAP) services;

WHEREAS, the Human Service and Community Vitality Department (HSCV) desires to establish a Community Resource Center;

WHEREAS, Maricopa County and the City of Surprise desire to enter into an intergovernmental agreement (IGA) for the provision of CAP services;

WHEREAS, pursuant to Arizona Revised Statutes § 11-951, et seq., the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities to jointly exercise powers each possess;

WHEREAS, the IGA provides for federal CAP funding to support operations in the amount of \$87,500;

WHEREAS, financial assistance service funds in the amount of \$383,000 not included in the IGA will be retained by the Maricopa County Human Services Department (MCHSD) and made available to contractors through the Human Services Department (HSD) Online Client Data System and paid directly to vendors upon authorization by MCHSD;

WHEREAS, the City of Surprise is required to provide \$28,200 in grant match funds;

WHEREAS, HSCV has identified an operational need for one additional full-time equivalent (FTE) to support the Community Vitality Resource Center;

WHEREAS, the additional FTE will be fully funded by the grant funds provided through this IGA;

WHEREAS, the FY2016 budget was adopted by Council Resolution #2015-53 on June 2, 2015;

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 intergovernmental agreement with Maricopa County for the provision of CAP services is hereby approved and the Mayor is hereby authorized to execute and submit all documents and other necessary or desirable instruments associated with the agreement and the City Manager is authorized to accept grant funding in the amount of \$87,500.

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, 2015 through June 30, 2016.

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2015-59
Exhibit A

The FY2016 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.

Department Fund Name	Current FTE's	Increase (Decrease)	Amended FTE's
HSCV, Grants Fund	0.5	1.0	1.5
	0.5	1.0	1.5

Department, Fund Name Description	Current Appropriation	Increase (Decrease)	Amended Appropriation
HSCV, General Fund, Grant Match Contingency	\$100,000	\$(28,200)	\$71,800
General Operations, Grants Fund, Contingency	8,279,900	(87,500)	8,192,400
HSCV, General Fund, Improvements to Buildings	0	20,000	20,000
HSCV, Grants Fund, Personnel	0	77,200	77,200
HSCV, General Fund, Personnel	0	7,300	7,300
HSCV, Grants Fund, Furniture-Fixtures and Equipment <\$10,000	0	5,000	5,000
HSCV, General Fund, Furniture-Fixtures and Equipment <\$10,000	0	500	500
HSCV, Grants Fund, Printing	0	3,700	3,700
HSCV, General Fund, Printing	0	300	300
HSCV, Grants Fund, Office Supplies	0	800	800
HSCV, General Fund, Office Supplies	0	100	100
HSCV, Grants Fund, Postage	0	500	500
HSCV, Grants Fund, Mileage	0	300	300
	\$8,379,900	\$0	\$8,379,900

General Operations, Grants Fund, Other Grant Revenue	\$8,279,900	\$(87,500)	\$8,192,400
HSCV, Grants Fund, Federal Grant Revenue	0	87,500	87,500
	\$8,279,900	\$0	\$8,279,900

The fund changes are as follows:

- The additional FTE will be authorized from the Grants Fund.
- The amendment utilizes the General Fund Grant Match Contingency in the amount of \$28,200 and the Grants Fund Contingency in the amount of \$87,500 for operations without exceeding the approved total annual budget for FY2016.



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	Council Members Hall and Winters
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Discussion and possible action to direct the City Attorney to bring forward a code change that will place the City Attorney and City Attorney's staff to operate under the direction of the City Manager.

Motion:

I move to approve directing legal counsel to bring forward a code change that will place the City Attorney and City Attorney's staff to operate under the direction of the City Manager.

Background:

Financial Impact Statement:

N/A

ATTACHMENTS:

[Click to download](#)

No Attachments Available

External Attachment Links:

Meeting Requirements:

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



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	Janeen K. Gaskins, Human Services
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	Approve		

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

Agenda Wording:

Consideration and action approving the FY16 Community Outreach Program application packet, and authorizing the use of up to \$10,000 of program funding to be used for eligible Neighborhood Association Non-Profits.

Motion:

I move to approve the FY16 Community Outreach Program application packet, and to designate \$10,000 for use for eligible Neighborhood Association Non-Profits.

or

I move to approve the FY16 Community Outreach Program application packet.

Background:

The Surprise Community Outreach Program (SCOP) was established by the City Council to provide a supplemental funding source to organizations providing direct service to citizens of the City of Surprise. Fiscal year 2013-2014 included a funding allocation of \$50,000 which was administered through two rounds of application requests, and distributed to ten local agencies. Fiscal year 2014-2015 included a second funding allocation of \$50,000 and the program is approximately 80% completed.

The 2015-2016 Committee on Community Outreach, Partnerships and Grants consist of three council member (Vice Mayor Williams, Councilman Winters, and Councilwoman Villanueva) and support staff from the Mayor's Office, Human Service & Community Vitality Department and City Clerk's Office. The Committee reviews the program and application annually to ensure that the program remains relevant. This year the Committee recommends the following changes:

1. Change the program deadline to May 30, 2016 to provide more time for staff to close out the program with the fiscal budget. This will also allow the committee to start the next review process earlier. An additional benefit would be the programs alignment to the Community Development Block Grant Public Assistance program; which would allow for more transparent program and award comparisons.

2. Temporarily set aside \$10,000 for a pilot Neighborhood Association Grant option.
 - ; City Staff are still investigating the program details and will present them in a future workshop.
 - ; If the full council does not see the merit in the proposed pilot project, the funding will be used for the existing program.
3. Approve a general timeline for program performance

Financial Impact Statement:

Community Outreach Program funds were included in the FY2016 budget in the amount of \$50,000. This item, if approved, would designate \$10,000 for grants specifically to eligible Neighborhood Association Non-Profits. The remaining \$40,000 of funding, and any unused portion of the \$10,000 designated for Neighborhood Association Non-Profits grants, would be used for grants to successful program applicants.

ATTACHMENTS:

Click to download

- ☐ [Application 2015-2016](#)
- ☐ [PRESENTATION](#)

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):

John Williams, Vice Mayor

Brenden Espie, Director of Human Service & Community Vitality Department

Janeen K. Gaskins, Grant Administrator



S U R P R I S E

A R I Z O N A

COMMUNITY OUTREACH PROGRAM

GUIDELINES AND APPLICATION

FY 2015-2016



Surprise Community Outreach Program FY2015-2016

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

To be considered for the program, applicants must meet eligibility requirements and submit a completed application. The deadline for submitting applications for FY2015-2016 Round Three

Application for Round Four FY2015-2016 will be accepted until Wednesday, July 15, 2015.

Applications must be post-marked to:

**City Manager's Office
Intergovernmental Relations Division
Attention: Janeen Gaskins
City of Surprise
15832 N. Hollyhock Street
Surprise, Arizona 85378**

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

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

**Monday, June 15, 2015
3:00pm to 4:00 pm
15832 North Hollyhock Street
Surprise, Arizona, 85378
Meeting Room A**

Please sign in at the reception area in the lobby and ask for Janeen Gaskins

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

Thank you for your interest. For questions about the application or the program, please contact Janeen Gaskins at (623) 222-1623 or janeen.gaskins@surpriseaz.gov.

Guidelines

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



**COMMUNITY OUTREACH PROGRAM
2015-2016 FUNDING APPLICATION**

Section 1

Date: _____

Organization Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Contact Person/Title: _____

Proposal Due Date: Wednesday, July 15, 2015

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

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

Authorized Agency Representative

Title

Date

Section 2

Eligibility Criteria

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

Application Directions

- a. Please provide comprehensive and clear responses to each of the sections below. Respond to all questions, if a question does not apply to your proposal; indicate this by responding “Not Applicable”. Times New Roman or Arial 12 point font and black type must be used. It is preferred that completed applications be emailed to janeen.gaskins@surpriseaz.gov. If it is not possible to email the application, please call Janeen Gaskins at 623.222.1623.
- b. Please respond to the following questions with clear and specific information. The following questions will be ranked on a point system of up to **80 points**.
 1. Provide a brief description of your proposed program/event/activity. Include any previous history, evidence that the event will take place in the City of Surprise, any partnerships with other groups/organization , and why the funds are necessary and how they will be used (no more than one page) **15 points**
 2. Specify the total number of persons expected to be served by this project during the funded year and the number of Surprise residents who will be served (no more than 1/2 page) **10 points**.
 3. Identify one goal and three measurable objectives which will be met by this project (no more than one page). **20 points**
 4. What is the least amount you would be willing to accept and still provide the proposed project? **5 points**
 5. Provide a list of the organization’s board of directors and a copy of the non-profit federal tax status (501 (c) (3) **5 points**
 6. Applicants must complete the budget worksheet in Section 3. **15 points**
 7. Applicants must submit a copy the 501(c) 3, Arizona Corporate Commission status report, W9 Form, and list of the current board members. **10 points**

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

Section 3

Budget

SCOP Round Four Expense Report 2015-2016

PROGRAM: Surprise Community Outreach Program (SCOP) 2015-2016

Request \$

Start Date 07/1/2015

Other Funds \$

End Date 06/30/2016

APPLICANT INFORMATION:

Name: _____

Program Manager _____

Address: _____

Phone Number _____

Email: _____

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

CEO Signature: _____

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

FY16' Community Outreach Program

***City Council Meeting
August 4, 2015***

***Presented by: Brenden Espie &
Janeen Gaskins***



***Proudly Investing in &
Connecting our People***



Surprise Community Outreach Program



- Established by City Council to Supports local 501(c)3s
 - \$50,000 allocation
 - Round I & II FY2014 - Funded 10 non-profits
 - Round III FY 2015 - Funded 6 non-profits
 - Round IV FY 2016 - Requesting \$50,000
 - Application changes
 - \$10,000 set aside request (non-profit-NA)
 - Timeline completion moves up to May



City of Surprise

**HUMAN
SERVICE
& COMMUNITY
VITALITY**

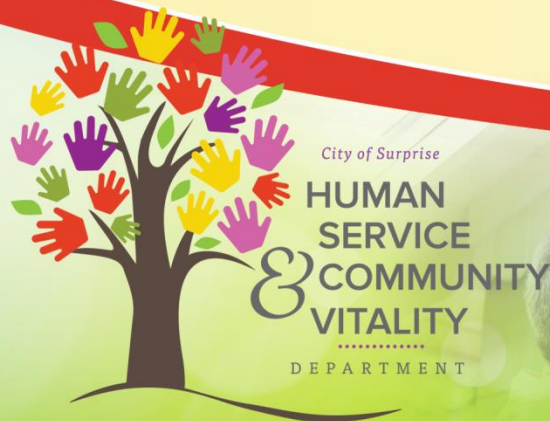
DEPARTMENT



Surprise Community Outreach Program



Agency	SCOP 14	CDBG 14	SCOP 15	CDBG 15
Apostolic Assembly	\$3,900			
<i>Benevilla</i>	\$10,000	\$14,269	\$10,000	\$10,000
West Valley Arts Council	\$7,500		\$10,000	
WHAM	\$10,000		\$10,000	
West Valley Conservatory of Ballet	\$4,000			
American Cancer Society	\$3,500			
Friends of the Surprise Libraries	\$240		\$2,000	
West Valley Symphony	\$1,750			
MCC Rio Salado	\$4,110			
St. Vincent De Paul Society	\$5,000		\$10,000	
Northwest Valley Connect			\$8,000	
Total	50,000		\$50,000	



Sub Committee Application Change Requests



- 2014 Application Changes
 - Ranking projects – validated process
 - Clarified CDBG Public Funding difference
 - One round of funding
- 2015 Application Change Request
 - Change completion date to May 30th
 - Set aside \$10,000 for a Non-profits Neighborhood Association proposal will be presented at a future workshop



City of Surprise

HUMAN
SERVICE
& COMMUNITY
VITALITY

DEPARTMENT



FY16' Timeline



Funding reimbursement timeframe: 7/1/2015 – 5/30/2016

Questions or Comments?

For more information contact:

Janeen K. Gaskins

Direct 623.222.1623

Email janeen.gaskins@surpriseaz.gov





CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	Mark Schott, Human Resources Director
Submitting Department:	Attorney's Office	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action amending Surprise Municipal Code Chapter 3, Article V, Section 3-50 Holidays, by deleting Columbus Day, adding the Friday after Thanksgiving, and renumbering the section (a); Ordinance 2015-11.

Motion:

I move to approve Ordinance 2015-11.

Background:

Prior to the City adopting a four day work week in 2010, the Friday after Thanksgiving was a designated holiday. When the City changed to the four day work week schedule of Monday through Thursday, designating that Friday as a holiday was inconsistent with City Hall operating hours. City Code was therefore amended by removing the Friday after Thanksgiving from the holiday schedule and replacing it with Columbus Day (Ordinance 2011-06).

Since the City is now again operating on a five day workweek schedule, it is desirable to again designate the Friday after Thanksgiving as a holiday. The City's holiday schedule is codified in the Surprise Municipal Code and therefore requires an ordinance to amend. This ordinance returns the Holiday schedule to its pre-2010 state.

Financial Impact Statement:

No financial impact.

ATTACHMENTS:

Click to download

☐ [Ord. 2015-11](#)

External Attachment Links:

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Mark Schott, Human Resources Director

ORDINANCE 2015-11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE SURPRISE MUNICIPAL CODE CHAPTER 3, ARTICLE V, SECTION 3-50, HOLIDAYS, BY DELETING COLUMBUS DAY AND ADDING THE FRIDAY AFTER THANKSGIVING TO THE HOLIDAY SCHEDULE AND RENUMBERING THE SECTION.

WHEREAS, the City transitioned to a four day work week, Monday through Thursday, in September 2010;

WHEREAS, the transition rendered the Friday after Thanksgiving an unnecessary holiday which prompted an amendment to the codified holiday schedule by adding Columbus Day and removing the Friday after Thanksgiving;

WHEREAS, the City has transitioned back to a five day work week, Monday through Friday, and

WHEREAS, including in the Holiday schedule the Friday after Thanksgiving in lieu of Columbus Day is preferable.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Surprise, Arizona, that Chapter 3, Article V, Section 3-50 is amended to read as follows:

Sec. 3-50. - Holidays.

(a) Holidays. The City of Surprise ~~shall~~ will observe the following holidays each fiscal year:

- (1) New Year's Day, January 1.
 - (2) Martin Luther King, Jr. Day, third Monday in January.
 - (3) Presidents' Day, third Monday in February.
 - (4) Memorial Day, last Monday in May.
 - (5) Independence Day, July 4.
 - (6) Labor Day, first Monday in September.
 - ~~(7) Columbus Day, second Monday in October~~
 - ~~(8)~~(7) Veteran's Day, November 11.
 - ~~(9)~~(8) Thanksgiving Day, fourth Thursday in November.
 - (9) Day after Thanksgiving, fourth Friday in November
 - (10) Christmas Day, December 25.
 - (11) Floating holiday, scheduled at the discretion of the employee during the fiscal year.
- (b) Holidays falling on a day City Hall is closed ~~shall~~ will be observed on the nearest business day. Holidays falling on Saturday ~~shall~~ will be observed on the business day preceding the holiday.
- (c) Certain employees may be required to work on a holiday.

PASSED AND ADOPTED this _____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	Michael Boule, Water Services
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on amending the FY16 budget in the amount of \$4,500,000 for construction and pavement preservation projects along Greenway Road; Resolution 2015-64.

Motion:

I move to approve Resolution 2015-64.

Background:

Greenway Road is a critical parallel corridor to the City's major thoroughfare, Bell Road. Currently Greenway Road is under-built, with traffic volumes exceeding design capacity on a daily basis, creating regular congestion and safety concerns. These two projects will significantly increase the traffic capacity while improving safety. This will have the added benefit of improving multi-modal options encouraging alternative transportation choices, as a complete street with sidewalks and bicycle lanes.

The Greenway Road Litchfield to Bullard project will consist of the design and construction of 16 inch reclaimed water line, 12-inch sewer line, new pavement, sidewalk, bike lane, curb, gutter, street lights, landscaping, and turn lanes at every quarter mile along the northern half of Greenway Road and a mill and overlay on the south side of the roadway. Funding for this project will come from three sources, sewer operations, water replenishment development fund and general fund.

In addition there will improvements made to the Greenway and Dysart intersection one mile to the east, to reduce the dips at this intersection crossing.

Funds expended on the Greenway Road Litchfield to Bullard project will be eligible for reimbursement of all project costs by any development that occurs on the North side of Greenway Road according to City development policies.

Financial Impact Statement:

These projects were not approved as a part of the FY2016 budget. This action will amend the budget to add funding for the Dysart and Greenway Road Improvements (\$300,000) and Greenway Road (\$4,200,000) projects, remove all funding from the Mid Decade Census project (2,700,000), and allocate

contingency from the Water (\$700,000) and Sewer (\$1,100,000) funds. This action will also transfer cash between the General and General Capital funds in the amount of \$2,700,000 as the Mid Decade Census was budgeted in the General Fund and the Greenway projects will be in the General Capital Fund.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2015-64](#)
 - ☐ [Greenway Road Presentation](#)
-

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: City Manager

Michael Boule: Senior Project Manager

RESOLUTION # 2015-64

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS OF \$4,500,000 (\$2,700,000 FROM THE GENERAL FUND MID-DECADE CENSUS PROJECT (27187), \$1,100,000 SEWER FUND CONTINGENCY AND \$700,000 WATER RESOURCE DEVELOPMENT FUND CONTINGENCY) AND A TRANSFER OF ACTUAL FUNDS OF \$2,700,000 (FROM THE GENERAL FUND TO THE GENERAL CAPITAL FUND) TO ESTABLISH TWO GREENWAY ROAD PROJECTS (20815 AND 21609).

WHEREAS, Bell Road is currently the only major arterial that is fully constructed for Surprise residents entering and exiting the City;

WHEREAS, the City wishes to lessen the burden of traffic flow in and out of the City along Bell Road;

WHEREAS, the Greenway Road improvement projects will provide additional arterial route relief into and out of the City;

WHEREAS, the FY2016 budget was adopted by Council Resolution #2015-53 on June 2, 2015;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. The City's Chief Financial Officer is authorized to make the fund source budget adjustments described and estimated in Exhibit "A".

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, 2015 through June 30, 2016.

[SIGNATURES APPEAR ON THE NEXT PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

RESOLUTION # 2015-64
Exhibit A

The FY2016 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.

Fund, Department, Project or Account	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenses:			
General Fund, City Manager, Mid-Decade Census Project (27187)	\$2,700,000	(\$2,700,000)	\$0
General Capital Fund, Engineering Greenway Road Project (20815)	\$ -	\$2,400,000	\$2,400,000
Water Resources System Development Fee SPA1 Fund, Water, Contingency	\$1,293,000	(\$700,000)	\$593,000
Water Resources System Development Fee SPA1 Fund, Greenway Rd Project (20815)	\$ -	\$700,000	\$700,000
Sewer Operations Fund, Sewer, Contingency	\$3,239,100	(\$1,100,000)	\$2,139,100
Sewer Operations Fund, Sewer, Greenway Rd Project (20815)	\$ -	\$1,100,000	\$1,100,000
General Capital Fund, Dysart and Greenway Road Improvements Project (21609)	\$ -	\$300,000	\$300,000
	<u>\$7,232,100</u>	<u>-</u>	<u>\$7,232,100</u>

These allocations represent an actual transfer of funds from the general fund to the general capital fund.

Fund, Department, Account	Current Transfer Amount	Increase (Decrease)	Amended Transfer Amount
General Fund, General Operations, Transfer Out	\$4,347,000	\$2,700,000	\$7,047,000
General Capital Fund, General Operations, Transfer In	(\$3,436,600)	(\$2,700,000)	(\$6,136,600)
	<u>\$910,400</u>	<u>-</u>	<u>\$910,400</u>

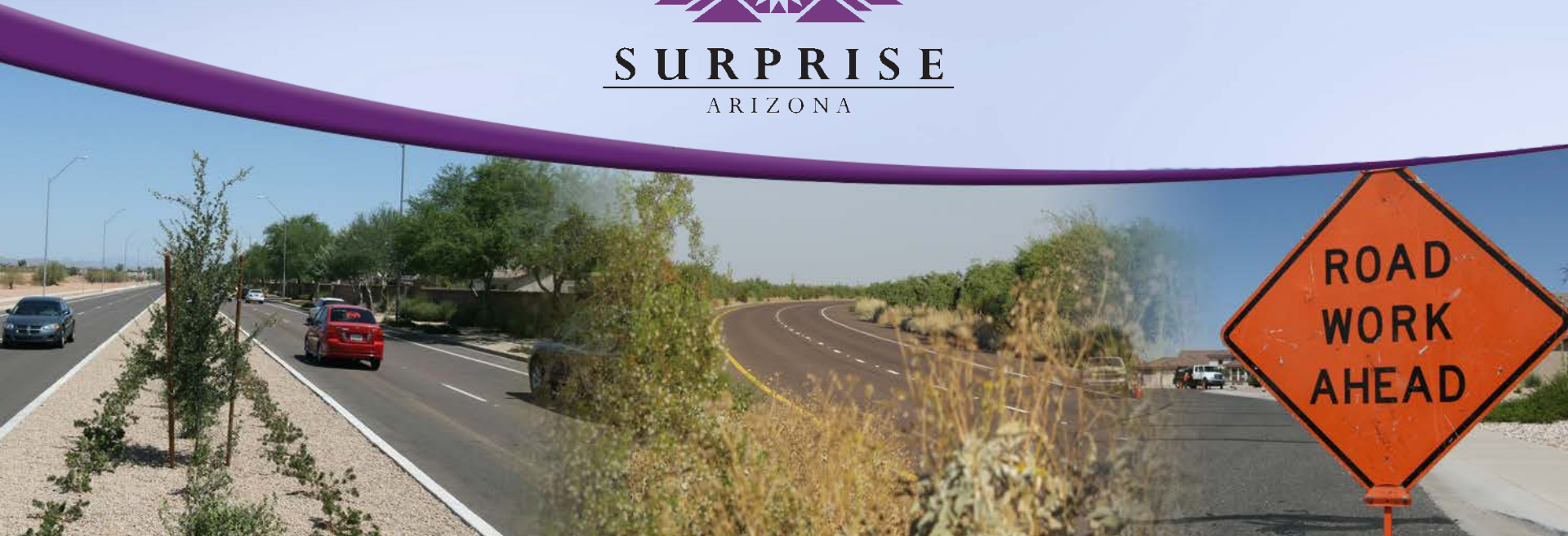
The fund changes are as follows:

- The amendment reallocates appropriations of \$4,500,000 (\$2,700,000 from the general fund mid-decade census, \$700,000 from the Water Resources system Development Fee Fund Contingency, and \$1,100,000 from the Sewer Operations Fund Contingency) for two Greenway Rd improvement projects without exceeding the approved total annual budget for FY2016.

Greenway Road Improvements

City Council Meeting

August 04, 2015
Public Works Department



Greenway Road Improvements



Resolution 2015-64 will authorize a budget amendment to establish the Greenway Road improvement projects.

Establish Greenway Road Litchfield to Bullard Road Improvements

Mid-Decade Census	27187	\$	(2,400,000)
Water Resource Fund Contingency	29999		(1,100,000)
Sewer Fund Contingency	29999		(700,000)
Greenway Road Litchfield to Bullard Improvements	20815	\$	4,200,000

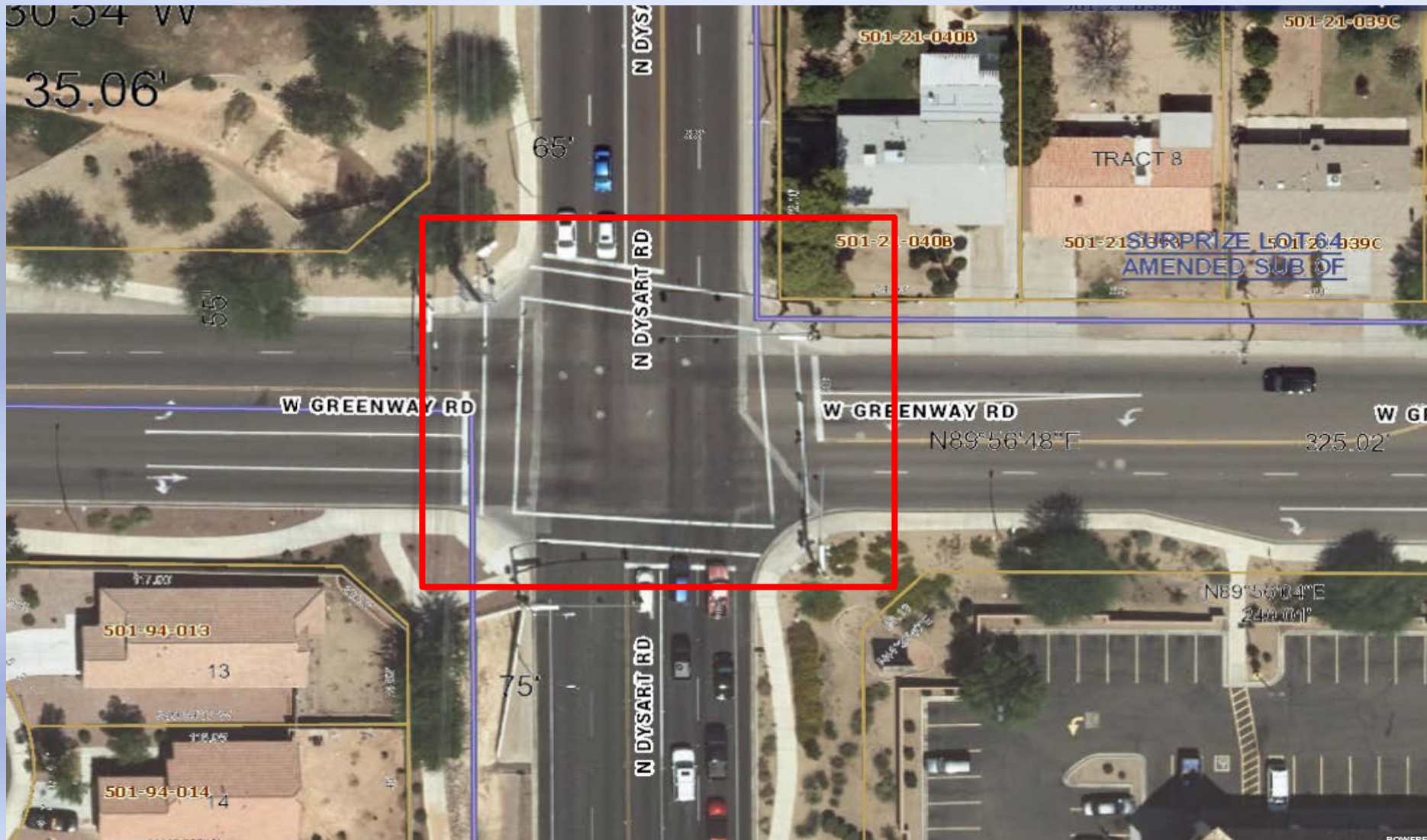
Establish Dysart Rd. & Greenway Road Intersection Improvements

Mid-Decade Census	27187	\$	(300,000)
Greenway Dysart Intersection Improvements	21609	\$	300,000

Greenway Road Existing Conditions



Greenway Road Existing Conditions



Project Information



- Roadway safety improvements
- Increased traffic volumes
- Economic development
- 20,000 Vehicles per day
- Highest ranking project by Ad Hoc Bond Committee

Greenway Road Improvements



- Improvements
 - 4 travel lanes plus turning movement lanes
 - Re-profile Bullard, Litchfield, Dysart intersections
 - Raised median with landscaping
 - Sidewalk and sidewalk gaps on south side.
 - Drainage
 - Sewer line
 - Reclaimed water line
 - Signing and striping
 - Lighting
 - Mill & Overlay on existing pavement

Next Steps



- Design July-October
- Council Action August 4
- Construction Bidding Oct.-Nov.
- Construction Nov-March



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	John Williams, Rules Subcommittee Chair
Submitting Department:	Attorney's Office	District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action amending the Council Policies & Procedures Manual by adding a section "Preparation of the Council Agenda", consisting of three subsections: "Supporting Information and Attachments", "Use of Consent Agenda", and "Draft Agenda, Agenda Review".

Motion:

I move to amend the Council Policies & Procedures Manual by adding a new section entitled "Preparation of the Council Agenda" as set forth in Option [Select A or B].

Background:

On September 2, 2014 the City Council unanimously adopted the Surprise City Council Policies & Procedures Manual which contains Rules of Conduct and Demeanor, Parliamentary Procedure, Use of City Resources, and rules pertaining to Subcommittees and Working Groups. At the April 21, 2015 regular meeting, questions regarding supporting information and attachments were referred to the Rules Committee for discussion. The Rules Committee, chaired by Vice Mayor Williams, held two meetings to discuss possible changes to the Council Policies and Procedures Manual. The Rules Subcommittee unanimously referred to the Council for its consideration wording for a new section of the Manual, "Preparation of Council Agenda". The language was discussed at the June 16, 2015 Council workshop.

At the June 16, 2015 workshop, Council directed that two options be presented for possible action when the item is brought back for action. Both options would change the sixth bullet point under the "Supporting Information and Attachments" subsection to read "Objective Analysis: Analysis containing potential positive and negative impacts." The first option (Option A, attached), would otherwise remain unchanged. The second option (Option B, attached), amends the first sentence of the "Draft Agenda, Agenda Review" subsection by removing reference to the Vice Mayor. The amended language reads "The Mayor (or designee), along with relevant staff selected by the City Manager, will review the Draft Agenda no fewer than 6 calendar days prior to the Council meeting." The change also removes "and Vice Mayor (or designee)" from the third line of the paragraph.

Financial Impact Statement:

There is no direct financial impact. There may be indirect financial impact pertaining to the preparation of information outlined in the "Supporting Information and Attachments" subsection.

ATTACHMENTS:

Click to download

- ☐ [Option A](#)
 - ☐ [Option B - amended](#)
-

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):

Option A

PREPARATION OF THE COUNCIL AGENDA

Supporting Information and Attachments

Each item on the Agenda should have supporting information and documentation for the item being considered. Necessary information includes the following, if applicable:

- Background Information: Relevant historical information, such as prior actions on the same or similar item, origin of the request, regional impact, or similar information.
- Financial Impact: actual and operational costs, revenue and other financial considerations, and whether such are one-time or ongoing.
- Budget Impact: Funding sources in the current budget (including e.g. contingency, unforeseen grants, etc.), and funding sources for future years, if applicable.
- Policy Compliant: Statement whether the action is consistent with City and Council Policy. If not, an explanation of why the item should deviate from policy. (Policy for this purpose includes normal City practice whether or not included in a written policy).
- FTE Impact: Necessary change in the number of FTE, whether the action would require a new FTE or the transfer of an FTE from another program.
- Objective Analysis: Analysis containing potential positive and negative.
- Actual final documents (Resolution, Ordinance, Contracts, etc.)

Use of Consent Agenda

Consistent with the Council Rules of Conduct and Demeanor, and Parliamentary Rule #2, the Consent Agenda, unless otherwise required by law, should include all items previously discussed by Council for which no changes were requested by any member of Council; routine items (i.e. minor budget amendments, simple Intergovernmental Agreements, contract extensions, grant acceptances, and simple contract amendments); and items placed on the Consent Agenda at the Agenda Review.

Draft Agenda, Agenda Review

The Mayor (or designee) and the Vice Mayor (or designee), along with relevant staff selected by the City Manager, will review the Draft Agenda no fewer than 6 calendar days prior to the Council meeting. A Draft Agenda and the required "Supporting Information and Attachments" must be provided to the Mayor and Vice Mayor (or designees) no later than 24 hours prior to the Agenda Review meeting. Items may be removed that do not have sufficient information as identified in "Supporting Information and Attachments". Removed items will be placed on the agenda as soon as the "Supporting Information and Attachments" are available. The requirements of this section do not apply to emergency meetings or items placed on the agenda pursuant to Municipal Code Section 2-61(c)(1) (pertaining to items added 24 hours prior to the meeting) for which there is insufficient time to comply with this section.

Option B

PREPARATION OF THE COUNCIL AGENDA

Supporting Information and Attachments

Each item on the Agenda should have supporting information and documentation for the item being considered. Necessary information includes the following, if applicable:

- Background Information: Relevant historical information, such as prior actions on the same or similar item, origin of the request, regional impact, or similar information.
- Financial Impact: actual and operational costs, revenue and other financial considerations, and whether such are one-time or ongoing.
- Budget Impact: Funding sources in the current budget (including e.g. contingency, unforeseen grants, etc.), and funding sources for future years, if applicable.
- Policy Compliant: Statement whether the action is consistent with City and Council Policy. If not, an explanation of why the item should deviate from policy. (Policy for this purpose includes normal City practice whether or not included in a written policy).
- FTE Impact: Necessary change in the number of FTE, whether the action would require a new FTE or the transfer of an FTE from another program.
- Objective Analysis: Analysis containing potential positive and negative impacts.
- Actual final documents (Resolution, Ordinance, Contracts, etc.)

Use of Consent Agenda

Consistent with the Council Rules of Conduct and Demeanor, and Parliamentary Rule #2, the Consent Agenda, unless otherwise required by law, should include all items previously discussed by Council for which no changes were requested by any member of Council; routine items (i.e. minor budget amendments, simple Intergovernmental Agreements, contract extensions, grant acceptances, and simple contract amendments); and items placed on the Consent Agenda at the Agenda Review.

Draft Agenda, Agenda Review

The Mayor (or designee), along with relevant staff selected by the City Manager, will review the Draft Agenda no fewer than 6 calendar days prior to the Council meeting. A Draft Agenda and the required "Supporting Information and Attachments" must be provided to the Mayor no later than 24 hours prior to the Agenda Review meeting. Items may be removed that do not have sufficient information as identified in "Supporting Information and Attachments". Removed items will be placed on the agenda as soon as the "Supporting Information and Attachments" are available. The requirements of this section do not apply to emergency meetings or items placed on the agenda pursuant to Municipal Code Section 2-61(c)(1) (pertaining to items added 24 hours prior to the meeting) for which there is insufficient time to comply with this section.



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	Mark A. Coronado, Director - Community & Recreation Services
Submitting Department:	CRS	District:	Citywide
Staff Recommendations:	Approve		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and Action on an ordinance increasing the City of Surprise Transient Lodging Tax (Bed Tax) by 2%; Ordinance 2015-10.

Motion:

I move to approve Ordinance 2015-10.

Background:

On January 28, 2010, Mayor and Council approved an increase to the Transient Lodging Privilege Tax. The portion of the tax has been used to promote tourism efforts in Surprise.

On April 13, 2015 the Tourism Advisory Commission discussed several options related to the Tourism Fund and approved to recommended to council:

- (1) Bed Tax increase not to exceed 2%;
- (2) Changing allocation ratio of the fund to 75 % Sports Tourism Facility Development/ Improvement or Renovation / 25% Special Events/Marketing/Studies; and
- (3) 75% of fund balance of go toward current stadium facility renovation project.

On May 5, 2015 these recommendations were presented to Mayor and Council during worksession. The allocation ratio of the fund was approved with the comprehensive financial management policies as part of the FY 16 budget process. Council approved utilizing 75% of the current balance toward the clubhouse renovation project. The notice to increase the Bed Tax has been posted on the city website and is being brought back for council approval on August 4, 2015.

Financial Impact Statement:

A 2% increase to the transient lodging tax will increase tourism fund revenues by \$219,000 which will total \$386,000 annually. This increase was included as a part of the fiscal year 2016 budget. Per the Comprehensive Financial Management Policies revised on May 10, 2015, 75% of the transient lodging tax collections will be allocated to Sports Tourism Facility Development/Facility Improvement and 25% will be allocated to Special Events/Marketing/Studies.

ATTACHMENTS:

Click to download

- ☐ [Ordinance](#)
- ☐ [Presentation](#)
- ☐ [IMPACT STUDY RESULTS](#)
- ☐ [Pollack 2011 Cactus League Report](#)
- ☐ [FMR Assoc. 2012 Cactus League Report](#)

External Attachment Links:

Ordinance

Cactus League Impact Study Results

Meeting Requirements:

Powerpoint x Video White Board Other x

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

Mark A. Coronado, Director - Community & Recreation Services

ORDINANCE 2015-10

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CITY OF SURPRISE MUNICIPAL CODE SECTION 46-3.14-447 RENTAL, LEASING, AND LICENSING FOR USE OF REAL PROPERTY: ADDITIONAL TAX UPON TRANSIENT LODGING BY INCREASING THE TAX RATE TO 4.52% OF GROSS INCOME.

WHEREAS, on January 28, 2010, Ordinance 2010-04 increased the additional transient lodging tax from 1.00% to 2.52% of gross income;

WHEREAS, on April 13, 2015, the Tourism Advisory Commission approved a recommendation to City Council to increase the Transient Lodging Tax by an amount not to exceed 2% and to adjust the Tourism Fund allocation;

WHEREAS, on May 19, 2015, the Mayor and Council approved the Comprehensive Financial Management Policies which included a designation of the tax collected for the Tourism Fund to be allocated at 75% for sports tourism facility development and improvement and 25% for marketing, studies and special events.

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

Section 1. Section 46-3.14-447 of the City of Surprise Municipal Code is hereby amended to read as follows:

Sec. 46-3.14-447. - Rental, leasing, and licensing for use of real property: Additional tax upon transient lodging.

In addition to the taxes levied as provided in section 46-3.14-444, there is hereby levied and shall be collected an additional tax in an amount equal to ~~two~~ FOUR and fifty-two hundredths (~~2~~ 4.52%) percent of the gross income from the business activity of any hotel engaging or continuing within the city in the business of charging for lodging and/or lodging space furnished to any transient.

Section 2. This ordinance will be effective November 1, 2015.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

PASSED AND ADOPTED this _____ day of _____, 2015.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Misty Leslie, City Attorney

Transient Lodging Tax Sports Tourism Development

August 4, 2015



Surprise Transient Lodging/Bed Tax

- **Current Surprise Bed Tax Rate- 2.52%**
- **Current Utilization of the Bed Tax**
 - **Surprise General Fund- 1%**
 - **Tourism Fund- 1.52%**

Comparison of current tax rate with other Cities



Community	Bed Tax	City Tax	County Tax	State Tax	Total Tax
MESA	5.00%	1.75% (5)	1.77%	5.50%	14.02%(3)
SCOTTSDALE	5.00%	1.65%(6)	1.77%	5.50%	13.92% (4)
TEMPE	5.00%	1.80% (4)	1.77%	5.50%	14.07% (2)
GLENDALE	5.00%	2.90% (1)	1.77%	5.50%	15.17% (1)
PEORIA	3.80%	1.80% (4)	1.77%	5.50%	12.87% (5)
PHOENIX	3.00%	2.00% (3)	1.77%	5.50%	12.27% (6)
GILBERT	3.00%	1.50% (7)	1.77%	5.50%	11.77% (8)
CHANDLER	2.90%	1.50% (7)	1.77%	5.50%	11.67% (9)
SURPRISE	2.52%	2.20% (2)	1.77%	5.50%	11.99% (7)

() ranking

Proposed Transient Bed Tax Increase



City Comparison with a 2.0% increase

Community	Bed Tax
Glendale	5.00%
Mesa	5.00%
Scottsdale	5.00%
Tempe	5.00%
Surprise	4.52%
Peoria	3.80%
Gilbert	3.00%
Phoenix	3.00%
Chandler	2.90%

- **Ratio Philosophy of Tourism Fund Revenue**
 - ❖ **Sports Tourism Facility Development / Facility Improvement: 75%**
 - ❖ **Marketing/Studies/Special Events: 25%**

The allocation ratio of the fund was approved with the comprehensive financial policies as part of the FY 16 budget process.

Annual Revenue History



Tourism Fund Revenue History

FY 11	FY 12	FY 13	FY 14	4 year Average
\$153,425	\$169,457	\$165,239	\$178,846	\$166,741

FY 15 revenue through April is \$190,157

Note: FY 15 is higher due increase in revenue during the month of January which is likely contributed to the Super bowl.

Transient Bed Tax Increase option 2.0%



- **2.0% Bed Tax Increase:**

Current 4-Year Average of Revenue @ 1.52% dedicated to Tourism Fund:	\$167,000
Estimated Additional Revenue with 2.0% Bed Tax Increase:	<u>\$219,000</u>
Total Estimated Annual Revenue for Tourism Fund:	\$386,000

- **Example of 75%/25% ratio philosophy**

Total Annual Revenue :	\$386,000
75% Sports Tourism Facility Development / Facility Improvement:	\$290,000
25% Special Events/Marketing/Studies:	\$ 96,000

- **Cover Projected Debt Service Approximately **\$2.9 M****

Spring Training



- **Kansas City Royals & Texas Rangers have been holding spring training in Surprise since March 2003.**
- **Extension of contract now brings 7 additional years of spring training to Surprise - January 2030.**
- **Economic Impact of Spring Training and Non Spring Training statewide on an annual basis is approximately \$632 M per 2012 Cactus League Survey**

2012-13 BOARD OF DIRECTORS

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President

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Kansas City Royals, Texas Rangers

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Bridget Binsbacher

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Peoria Diamond Club

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Chicago White Sox, LA Dodgers

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Cincinnati Reds

James Vujs

Chris Shaheen

City of Phoenix

Milwaukee Brewers, Oakland A's



For Immediate Release December 17, 2012

Contact Mark Coronado

O – 623-222-2205

C – 623-628-3450

Two New Studies Credit Cactus League Industry With \$632 Million Annual Economic Impact

Arizona's spring training baseball industry contributes \$632 million to the state's economy each year, according to a pair of new studies released today by the non-profit Cactus League Baseball Association.

The studies considered the direct impact of spring training baseball when 15 Major League teams are in the state preparing for their upcoming regular seasons. For the first time, the Association also compiled the impact of the teams' year-round use of their facilities and the community activities that occur at those facilities the remainder of the year after spring training ends.

The spring training study conducted between March 11 and April 1 of this year by Tucson-based FMR Associates estimates \$422 million in direct economic benefit to the state. The figure jumped \$112 million from a total of \$310 million reported in the last study conducted in 2007. It represents spending by "out-of-area" fans only.

The second study, conducted by Elliott D. Pollack & Company, examined the impact of the teams' use of facilities during the regular and off-season periods, as well as other tournaments and events booked by host communities the remaining months of the year. While Pollack's team is still finalizing the report, the impact is estimated to be at least \$210 million a year, based on 2011 data.

"Spring training pumps our economic tires each spring. But these studies confirm the economic benefits continue all year long," said Cactus League President Mark Coronado.

Other findings in the study of spring training fans showed attendance up almost 41 percent from 2007 and the average length of stay for Cactus League visitors now at 5.3 nights from 4.7 nights five years ago.

The study also revealed spring training fans are getting older and have a median income higher than the U.S. average. The number of fans visiting from outside the Phoenix metropolitan area dropped slightly, from 57% in 2007 to 56% this year, although the number of fans who said coming to a spring training game was their primary reason for their visit held steady at 67%. Out-of-town fans surveyed came from 1,257 zip codes across the United States and five foreign countries.

The FMR study was based on more than 3000 interviews with spring training fans at games across the Cactus League earlier this year. This is the fifth study of Cactus League economic impacts. Studies were conducted previously in 1993, 1998, 2003 and 2007.

The Pollack report considered the operational impacts of each of the ten Cactus League ballparks, spending impacts by Major League Baseball teams (including the additional visitors they generate throughout the remainder of the year), and additional out-of-state visitation created by other events held at Cactus League stadiums. This analysis was designed to estimate the impact on the economy and governmental revenues generated from each of the above categories. A survey was conducted of each of the stadiums regarding operations, team spending and out-of-state visitors generated.

The studies were funded with contributions from the Arizona Commerce Authority, Arizona Office of Tourism, Arizona Sports and Tourism Authority, and Valley cities that host spring training baseball.

More information about the reports is available online at www.cactusleague.com

Economic and Fiscal Impact of the Cactus League Baseball Association 2011

Excluding the Tourism Impact during Spring Training



December 2012

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Table of Contents

Executive Summary	i
1.0 Introduction	1
2.0 Methodology & Assumptions	3
2.1 Approach to Study	3
2.2 Analysis Assumptions	4
2.3 Economic Impact Methodology	4
2.4 Fiscal Impact Methodology	5
3.0 Impact of Stadium Operations	8
3.1 Assumptions of Analysis	8
3.2 Economic Impact of Operations	8
3.3 Fiscal Impact of Operations	9
4.0 Impact of Cactus League Teams	11
4.1 Assumptions of Team Spending Impact	11
4.2 Economic impact of Visitor / Team Spending	11
4.3 Fiscal Impact of Visitor Team Spending	12
5.0 Impact of Stadium Events	14
5.1 Assumptions of Stadium Events	14
5.2 Economic Impact of Stadium Events	16
5.3 Fiscal Impact of Stadium Events	16
6.0 Summary of Total Impacts	18
6.1 Economic Impact Summary	18
6.2 Fiscal Impact Summary	19



Executive Summary

The most widely quoted statistics regarding the impact of the Cactus League on Arizona's economy refer to the economic impact of Spring Training. These figures are based on the spending of the thousands of tourists that visit Arizona in the month of March to attend a Cactus League Spring Training game. Indeed, most people would associate the "Cactus League" with "Spring Training". What is widely unknown is that the 15 teams that are members of the Cactus League and the ten associated stadiums host numerous additional events throughout the year and employ hundreds of people in the process. Both events and stadium operations create additional impacts which ripple throughout the economy.

Elliott D. Pollack and Company was retained to perform an economic and fiscal impact study of the additional impacts of the Cactus League in 2011 which are not captured in prior studies of Spring Training visitor spending. The following analysis includes operational impacts of each of the ten stadiums, spending impacts by Major League Baseball teams (including the additional visitors they generate throughout the remainder of the year), and additional out-of-state visitation created by other events held at Cactus League stadiums. This analysis was designed to estimate the impact on the economy and governmental revenues generated from each of the above categories. A survey was conducted of each of the stadiums regarding operations, team spending and out-of-state visitors generated. The following results are a summary of findings.

Stadium Operations

There were 276 direct jobs associated with stadium operations in 2011 (at all ten stadiums). These include both full and part time employees with total wages of \$8.8 million. Based on the multiplier effects, stadium operations supported a total of 527 jobs which generated \$21.1 million in wages and a total economic impact of \$57.4 million in 2011.

Stadium Operations Economic Impact	
Jobs	
Direct	276
Indirect	141
Induced	110
Total	527
Wages (\$ mil)	
Direct	\$8.8
Indirect	\$6.7
Induced	\$5.6
Total	\$21.1
Output (\$ mil)	
Direct	\$24.9
Indirect	\$16.8
Induced	\$15.7
Total	\$57.4
Source: Cactus League Stadium Surveys; EDPco; Implan.	



MLB Associations Visitor Spending

Major League Baseball teams host an average of 225 players over 45 days during spring training. Many of these players are from minor league teams and come from out-of-state. They need to be provided with meals and housing. They are also spending money on retail goods and entertainment during their stay.

Beyond spring training, these teams host a number of additional leagues such as extended spring training, rookie league, instruction league and fall league. Each of these team events are generating room nights and visitor spending that creates ripple effects throughout the economy. The following table provides the average number of players, staff, length of stay and room nights generated for the Cactus League team spending assumptions.

Assumptions for Team Spending Average based on Survey Results				
	Players	Coaches / Staff	Days	Room nights
Spring Training	225	80	45	6,500
Extended Spring Training	80	30	50	2,750
Rookie League	70	20	30	1,350
Instructional / Summer League	70	20	30	1,350
Fall League	30	5	50	875

Source: Surveys of Cactus League Stadiums; EDP Co

In total, the players, coaches, staff and others that visit Arizona for the purpose of participating in the MLB team hosted events spent \$37.4 million in 2011. This created 491 direct jobs. The ripple effects of this spending created a total economic impact of \$70.2 million in 2011 generating 715 jobs with \$26.7 million in wages.

Team Spending Economic Impact	
Jobs	
Direct	491
Indirect	85
Induced	139
Total	715
Wages (\$ mil)	
Direct	\$14.8
Indirect	\$4.8
Induced	\$7.0
Total	\$26.7
Output (\$ mil)	
Direct	\$37.4
Indirect	\$12.9
Induced	\$19.8
Total	\$70.2

Source: Cactus League Stadium Surveys; EDP Co; Implan.



Stadium Events

Cactus League stadiums do not sit empty the rest of the available days throughout the year. Each stadium hosts a number of events such as youth baseball tournaments, Men's Senior Baseball League tournaments, concerts, walk-a-thons and RV sales, among many others. These events also bring visitors that inject new dollars into the Arizona economy.

Each stadium's survey results provided detailed information about these events such as number of teams, players per team, length of event and the percentage from out-of-state. When aggregated, the out-of-state visitors who attended these stadium events spent \$44.6 million in 2011 which in turn created 605 direct jobs with wages of \$18.5 million. Based on the multiplier effects used in this analysis, a total of 870 jobs with \$32.5 million in wages and \$83.3 million in economic output was generated from the out-of-state visitor spending generated by stadium events.

Stadium Events Economic Impact	
Jobs	
Direct	605
Indirect	96
Induced	169
Total	870
Wages (\$ mil)	
Direct	\$18.5
Indirect	\$5.5
Induced	\$8.6
Total	\$32.5
Output (\$ mil)	
Direct	\$44.6
Indirect	\$14.6
Induced	\$24.1
Total	\$83.3

Source: Cactus League Stadium Surveys; EDPCo; Implan.

Summary of Impacts

In total, stadium operations, team spending and stadium events created 1,372 direct jobs in 2011 due to year-round operations associated with the Cactus League. Total wages for these jobs was approximately \$42.2 million and direct economic output was \$106.9 million.

Using accepted economic multipliers, the ripple effect of the direct impact generated an additional 739 jobs with wages of \$38.1 million.

Overall, there were 2,111 total jobs created in the economy in 2011 with wages of \$80.3 million and the total direct, indirect and induced economic output was **\$210.9 million**.



Economic Impact of the Cactus League 2011				
Impact Type	Stadium Operations	Cactus League Teams	Stadium Events	TOTAL
Jobs				
Direct	276	491	605	1,372
Indirect	141	85	96	322
Induced	110	139	169	417
Total	527	715	870	2,111
Wages (\$ mil)				
Direct	\$8.8	\$14.8	\$18.5	\$42.2
Indirect	\$6.7	\$4.8	\$5.5	\$17.0
Induced	\$5.6	\$7.0	\$8.6	\$21.1
Total	\$21.1	\$26.7	\$32.5	\$80.3
Output (\$ mil)				
Direct	\$24.9	\$37.4	\$44.6	\$106.9
Indirect	\$16.8	\$12.9	\$14.6	\$44.4
Induced	\$15.7	\$19.8	\$24.1	\$59.6
Total	\$57.4	\$70.2	\$83.3	\$210.9
NOTES				
The total may not equal the sum of the impacts due to rounding.				
Source: Elliott D. Pollack & Company; Cactus League; IMPLAN				

Summary of Fiscal Impact

Fiscal impact analysis studies the public revenues associated with a particular economic activity. The major sources of revenue generation for governmental entities are related to ongoing operations and tourism spending. In terms of ongoing operations, stadiums create beneficial fiscal effects from local taxable office supplies, landscaping and building maintenance supplies, and utilities. Ticket, concession and merchandise sales are accounted for in tourism spending. In addition, employees will spend part of their salaries on local goods and services and pay taxes on the homes they occupy.

The tourists visiting for events held at the stadiums (excluding spring training) will generate “primary” revenues from spending on retail, restaurants, hotels and entertainment. The employees supported by this tourism activity would spend part of their salaries on local goods and services. These employees would also contribute to revenues collected by the State and that are ultimately shared with local counties and cities.

The State of Arizona collected a total of \$6.7 million in revenues generated by the operations and visitation created by the Cactus League in 2011. Maricopa County collected \$2.4 million



and local governments collected a total of over \$4.1 million. Overall, revenues generated for the State, county and local governments totaled nearly \$13.3 million.

Fiscal Impact of the Cactus League 2011	
State Revenues	
Total Primary Operations Impact	
Utility Tax	\$331,110
Materials & supplies sales tax	\$109,500
Sales Tax	\$2,345,420
Bed Tax	\$1,232,220
Car Rental	\$249,080
Secondary impact from operations employees	
Employee spending sales tax	\$835,800
Personal Income Tax	\$861,800
Unemployment tax	\$340,400
VLT	\$263,800
HURF	\$167,100
Total State Revenues	\$6,736,230
County Revenues	
Total Primary Operations Impact	
Utility Tax	\$43,810
Materials & supplies sales tax	\$14,500
Sales Tax	\$310,380
Bed Tax	\$499,000
Car Rental Tax	\$32,970
State shared revenue	\$455,410
Total Secondary impact from operations employees	
Employee spending sales tax	\$137,900
Residents property tax	\$864,600
State shared revenue	\$15,400
Total County Revenues	\$2,373,970
Local Government Revenues	
Total Primary Operations Impact	
Utility Tax	\$122,500
Materials & supplies sales tax	\$40,500
Sales Tax	\$866,600
Bed Tax	\$1,490,700
Car Rental Tax	\$92,100
State shared revenue	\$330,000
Total Secondary impact from operations employees	
Employee spending sales tax	\$536,700
Residents property tax	\$263,800
State shared revenue	\$406,500
Total Local Government Revenues	\$4,149,400
Sources: Cactus League Stadium Surveys; IMPLAN; ATRA; EDPCo	



1.0 Introduction

Elliott D. Pollack and Company was retained to perform an economic and fiscal impact study of the Cactus League in 2011. While most people are familiar with the impact of “Cactus League Spring Training”, few are aware of the year-round impact created by the 15 Major League Baseball teams and ten associated stadiums. In fact, the MLB teams host lengthy events such as extended spring training, instructional leagues, rookie leagues and fall leagues, all of which draw tourists from outside the area to spend money in our local economy. In addition, the stadiums host other baseball and non-baseball events such as youth tournaments, men’s leagues tournaments, fantasy camps and concerts. Thus, this study excludes the impact from tourism generated during spring training and instead quantifies the remaining year-round impact of the Cactus League in 2011. The following impacts are generated:

1. Stadium operations impact – the jobs, wages and economic output created in operating each of the ten stadiums.
2. MLB Team Visitor Impacts – the impact of the spending of the Major League Baseball Associations throughout the year.
3. Stadium Events Visitor Impacts – the impact of the visitation created by events held at the Cactus League Stadiums.

The analysis was designed to estimate the impact on the economy and governmental revenues generated from each of the above categories.

Economic impact analysis examines the regional implications of an activity in terms of three basic measures: output, earnings and job creation. Fiscal impact analysis, on the other hand, evaluates the public revenues and costs created by a particular activity. In fiscal impact analysis, the primary revenue sources of a city, county or state government are analyzed to determine how the activity may financially affect them.

This study prepared by Elliott D. Pollack & Company is subject to the following considerations and limiting conditions.

- It is our understanding that this study is for the client’s due diligence and other planning purposes. Neither our report, nor its contents, nor any of our work were intended to be included and, therefore, may not be referred to or quoted in whole or in part, in any registration statement, prospectus, public filing, private offering memorandum, or loan agreement without our prior written approval.
- The reported recommendation(s) represent the considered judgment of Elliott D. Pollack and Company based on the facts, analyses and methodologies described in the report.



- Except as specifically stated to the contrary, this study will not give consideration to the following matters to the extent they exist: (i) matters of a legal nature, including issues of legal title and compliance with federal, state and local laws and ordinances; and (ii) environmental and engineering issues, and the costs associated with their correction. The user of this study will be responsible for making his/her own determination about the impact, if any, of these matters.
- This study is intended to be read and used as a whole and not in parts.
- This study has not evaluated the feasibility or marketability of any site for planned uses.
- All estimates regarding operating data and stadium events were provided by the associated Cactus League stadium. Data has been reviewed and verified to determine its reasonableness and applicability to the study.
- This economic and fiscal impact study evaluated the “gross impacts” of operations activities. The term “gross impacts” as used in this study refers to the total revenue, jobs and economic output that have been generated by operations and tourism. The study does not take into account the possible reduction in spending for other retail goods or entertainment events due to the introduction of the Cactus League into the economy. In addition, the study does not consider the costs to local governments associated with providing services to the stadiums. Such analysis is beyond the scope of this study. .
- The results of the tourism impact have included only the spending of out-of-state visitors. These dollars are “new” dollars injected into the economy and create jobs and economic output that otherwise would not have been created in the economy.
- The analysis is based on the current tax structure and rates imposed by the State, counties, and local governments. Changes in those rates would alter the findings of this study.
- All dollar amounts are stated in current dollars and, unless indicated, do not take into account the effects of inflation.
- Our analysis is based on currently available information and estimates and assumptions. Such estimates and assumptions are subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved going forward. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur; therefore, the actual results achieved may vary materially from the forecasted results. The assumptions disclosed in this study are those that are believed to be significant to the estimates of results.



2.0 Methodology and Assumptions

2.1 Approach to Study

As of 2011, the Cactus League in Greater Phoenix was home to 15 teams at 10 stadiums in Glendale, Goodyear, Mesa, Peoria, Phoenix, Scottsdale, Surprise and Tempe.

Cactus League Stadiums and Teams 2011		
Stadium	Team(s)	Year Opened
Glendale Stadium	Chicago White Sox LA Dodgers	2009
Goodyear Ballpark	Cleveland Indians Cincinnati Reds	2009
Maryvale Baseball Park	Milwaukee Brewers	1998
Mesa Hohokam & Fitch Park	Chicago Cubs	1997
Peoria Sports Complex	San Diego Padres Seattle Mariners	1994
Phoenix Municipal Stadium	Oakland Athletics	1964
Scottsdale Salt River Fields	Colorado Rockies Arizona Diamondbacks	2011
Scottsdale Stadium	San Francisco Giants	1992
Surprise Recreation Campus	Kansas City Royals New York Rangers	2003
Tempe Diablo Stadium	Los Angeles Angels	1968
Source: Elliott D. Pollack & Company; Cactus League		

Each stadium is operated year-round and is host to not only the Major League Baseball teams in March every year, but also extended spring training, summer leagues, fall leagues, and other stadium events. These events generate an impact in terms of operations of the stadiums as well as by the spending captured by out-of-state visitors. This study quantifies the benefits in terms of jobs, wages and output (economic impact) along with the resulting government revenues (fiscal impact). The benefits are calculated for the following categories:

- Operations impacts – the ongoing annual impacts of the jobs that exist because of the day-to-day operations of the stadiums.
- Major and minor league team impacts – the impact of the tourism generated and associated spending by the presence of the Cactus League teams.
- Stadium events – the impact of any tourism generated by events held at each stadium throughout the year. This category is further classified in



this study to capture both individual stadium events as well as multi-stadium events such as the Men's Senior Baseball League, National Adult Baseball Association and USA Baseball.

Tourism generated during spring training is excluded from this analysis as the results are included in a separate study not conducted by this firm. Any references to spring training in this study are representative of team spending and operations.

2.2 Analysis Assumptions

The inputs of this analysis were based primarily on information provided by each individual stadium. Surveys were conducted that permitted the stadium representative to provide information on stadium operations, team spending and both multi- and non-multi-stadium events. The length of the event and spending per person per day were used to estimate total spending. In some cases, survey results provided actual team spending for lodging, meals and car rentals. Further estimates were made for spending on entertainment and retail. In order to then calculate the economic and fiscal impact, total spending was categorized into lodging, food & beverage, entertainment, in-town transportation and retail spending. Results were used to run through the respective multiplier category.

In addition, the analysis uses basic economic fundamentals regarding economic impact analysis such as using the Consumer Expenditure Survey to determine spending patterns of employees based on their respective wages and Census survey results used for calculating the percentage of employees that live within the county or city in which they work. All values are expressed in current dollars. Unless otherwise indicated, an inflation factor has not been included in this analysis.

Detailed assumptions are provided within each section of this report in terms of operations, team spending and event impacts.

2.3 Economic Impact Methodology

Economic impact analysis examines the economic implications of an activity in terms of output, earnings, and employment. For this study, the analysis focused on three separate impacts:

1. Operations of the stadiums
2. Cactus League team visitation and spending
3. Impacts generated by events held at stadiums

The different types of economic impacts are known as direct, indirect, and induced, according to the manner in which the impacts are generated. For instance, direct employment consists of permanent jobs held by employees either at the stadium or in the tourism industry. Indirect employment is those jobs created by businesses that provide goods and services essential to the operation of the stadium or tourism industry.



These businesses range from manufacturers (who make goods) to wholesalers (who deliver goods) to janitorial firms (who clean the buildings). Finally, the spending of the wages and salaries of the direct and indirect employees on items such as food, housing, transportation and medical services creates induced employment in all sectors of the economy, throughout the metropolitan area. These secondary effects are captured in the analysis conducted in this study.

Multipliers have been developed to estimate the indirect and induced impacts of various direct economic activities. The Minnesota IMPLAN Group developed the multipliers used in this study. The economic impact is categorized into three types of impacts:

- (1) **Employment Impact** – the total wage and salary and self employed jobs in a region. Jobs include both part time and full time workers.
- (2) **Earnings Impact** – the personal income, earnings or wages, of the direct, indirect and induced employees. Earnings include total wage and salary payments as well as benefits of health and life insurance, retirement payments and any other non-cash compensation.
- (3) **Economic Output** – also referred to economic activity, relates to the gross receipts for goods or services generated by the company's operations.

Economic impacts are by their nature regional in character. Such impacts are best illustrated when not assigned to a specific city or locality, although clearly the primary impact of job creation would be on the city where the activity is located. However, most communities throughout Greater Phoenix would benefit from the existence of the Cactus League.

2.4 Fiscal Impact Methodology

Fiscal impact analysis studies the public revenues associated with a particular economic activity. The primary revenue sources of local, county, and state governments (i.e., taxes) are analyzed to determine how an activity may affect the various jurisdictions. This study will evaluate the impact on State and local government revenues.

The fiscal impact figures cited in this report have been generated from information provided by a variety of sources including the U.S. Bureau of the Census; the U.S. Department of Labor; the Internal Revenue Service; the State of Arizona; the Arizona Tax Research Association; and the U.S. Consumer Expenditure Survey. Elliott D. Pollack and Company has relied upon the estimates of visitor spending and operating revenues provided in surveys conducted of each stadium. Unless otherwise stated, all dollar values are expressed in current dollars.



Fiscal impacts are categorized by type in this study, similar to economic impact analysis. The major sources of revenue generation for governmental entities are related to the ongoing operations and tourism spending.

The tourists visiting for events held at the stadium (excluding spring training) will generate “primary” revenues from spending on retail, restaurants, hotels and entertainment. The employees supported by the tourism would spend part of their salaries on local goods and services. These employees would also contribute to revenues collected by the State and that are ultimately shared with local counties and cities.

In terms of ongoing operations, the operations of the stadiums also create beneficial fiscal effects. Impacts from ticket, concession and merchandise sales are accounted for in the tourism direct spending. However, direct taxable purchases by the organization generate sales taxes. In addition, employees will spend part of their salaries on local goods and services and pay taxes on the homes they occupy. This spending will contribute to revenues collected by the State that are ultimately shared with local governments.

The following is a description of the applicable revenue sources that will be considered for this analysis.

- Sales Tax
The State, counties, and local cities in Arizona charge sales tax on retail goods. Portions of this tax are redistributed through revenue sharing to counties and cities throughout Arizona based on population. These tax rates are applied to taxable supplies, taxable spending as well as to the spending of direct, indirect and induced employees. Most of the employees reside within a city or, at the very least, purchase goods from retailers located within a municipality. Based on data from the U.S. Consumer Expenditure Survey, the projected extent of retail spending and resulting sales tax receipts was calculated.
- Bed Tax
The State, counties, and local cities in Arizona charge sales tax on hotel and motel revenues. This tax is levied on the room revenue estimates generated by the teams and visitors to Greater Phoenix.
- Property Taxes
Because the stadiums are publicly owned entities, no property taxes are paid on the stadiums themselves. However, employees supported by the tourism and operations will pay property taxes on the homes they occupy. In order to estimate property taxes, the assessed value full cash value of a typical housing unit has been calculated.



- State Unemployment Tax
Unemployment insurance tax for employees is 2.7% on the first \$7,000 of earned income. This factor is applied to the projected wages and earnings of direct and indirect employees.
- State Shared Revenues
Each city in Arizona receives a portion of State revenues from four different sources - State sales tax (see description above), State income tax, vehicle license tax and highway user tax. The formulas for allocating these revenues are primarily based on population. Counties also share in the revenue sources of the State, with the exception of income tax.

State Income Tax

The State of Arizona collects taxes on personal income. The tax rate used in the analysis averages about 1.6% for earnings. These percentages are based on the most recently available income tax data from the State and the projected wage levels of jobs created by the operations and tourism impact. This tax is applied to the wages and earnings of direct and indirect employment. Portions of this tax are redistributed through revenue sharing to cities throughout Arizona based on population.

HURF Taxes

The State of Arizona collects specific taxes for the Highway User Revenue Fund (HURF). Both the registration fees and the motor vehicle fuel tax (gas tax) are considered in this analysis. The motor vehicle fuel tax is \$0.18 per gallon and is calculated based on a vehicle traveling 12,000 miles per year at 20 miles per gallon. These factors are applied to the projected direct and indirect employee count. Portions of these taxes are distributed to cities and counties throughout Arizona based on a formula that includes population and the origin of gasoline sales.

Vehicle License Tax

The vehicle license tax is a personal property tax placed on vehicles at the time of annual registration. This factor is applied to the projected direct, indirect and induced employee count. The average tax used in this analysis is \$150 and portions of the total collections are distributed to the Highway User Revenue Fund. The remaining funds are shared between cities and counties in accordance with population-based formulas.

The above tax categories represent the largest sources of revenues that would be generated to city, county, and State governments. This analysis considers gross tax collections and does not differentiate among dedicated purposes or uses of such gross tax collections.



3.0 Impact of Stadium Operations

Each of the Cactus League stadiums is operated year-round and plays host to numerous baseball and non-baseball events. This section of the report focuses on the jobs, wages and economic output generated by direct stadium operations.

3.1 Operating Assumptions

Each stadium was surveyed as to the number of full and part-time staff, along with annual wages, that were directly employed because of the stadium. Results ranged from 5 jobs to 54 jobs directly related to the stadium operations. These jobs then create ripple effects through the economy as well as fiscal impact on State and local governments. For the purpose of this study, all temporary jobs as a result of spring training are excluded (as they are an indirect impact of the study on the impact of spring training, not conducted by this firm).

Certain direct revenues generated by the stadium such as ticket sales, concessions, and novelties, are excluded from this section of the report in order to not double count the impact from the spending estimates in other sections. However, direct revenues such as advertising, utilities, and local supply purchases were estimated based on employee counts and size of the stadium.

3.2 Economic Impact of Operations

The following table provides the economic impact resulting from the stadium operations in 2011. This includes the number of jobs created, wages, and economic output. The total number of jobs created by operations of the Cactus League Stadiums in 2011 was estimated at 276 employees. Wages of these employees totaled \$8.8 million. This direct economic activity also created ripple effects throughout the economy generating an additional 251 indirect and induced jobs that make a total of \$12.3 million in wages. Overall, the economic activity totaled \$57.4 million in 2011.



Stadium Operations Economic Impact	
Jobs	
Direct	276
Indirect	141
Induced	110
Total	527
Wages (\$ mil)	
Direct	\$8.8
Indirect	\$6.7
Induced	\$5.6
Total	\$21.1
Output (\$ mil)	
Direct	\$24.9
Indirect	\$16.8
Induced	\$15.7
Total	\$57.4
Source: Cactus League Stadium Surveys; EDPCo; Implan.	

3.3 Fiscal Impact of Operations

Primary revenues generated by annual operations of the Cactus League stadiums include material sales taxes and utility sales taxes collected from stadium utility use.

In 2011, the State collected an estimated \$440,610 from primary taxable sales. Maricopa County collected \$99,260 and, based on a weighted average of local tax rates, local governments collected a total of \$192,600.

The secondary revenues from employees are also significant. On average, the State, County and local governments collected \$804,900, \$368,500 and \$359,400, respectively during 2011 from employee related impacts.

In total, the state, county and local governments collected an estimated \$2.3 million in taxes from the operations of Cactus League stadium operations.



Stadium Operations Fiscal Impact	
State Revenues	
Total Primary Operations Impact	
Utility Tax	\$331,110
Materials & supplies sales tax	\$109,500
Secondary impact from operations employees	
Employee spending sales tax	\$251,800
Personal Income Tax	\$327,500
Unemployment tax	\$99,600
VLT	\$77,000
HURF	\$49,000
Total State Revenues	\$1,245,510
County Revenues	
Total Primary Operations Impact	
Utility Tax	\$43,810
Materials & supplies sales tax	\$14,500
State shared revenue	\$40,950
Total Secondary impact from operations employees	
Employee spending sales tax	\$51,200
Residents property tax	\$311,500
State shared revenue	\$5,800
Total County Revenues	\$467,760
Local Government Revenues	
Total Primary Operations Impact	
Utility Tax	\$122,500
Materials & supplies sales tax	\$40,500
State shared revenue	\$29,600
Total Secondary impact from operations employees	
Employee spending sales tax	\$161,200
Residents property tax	\$77,000
State shared revenue	\$121,200
Total Local Government Revenues	\$552,000
Sources: Cactus League Stadium Surveys; IMPLAN; ATRA; EDPCo	



4.0 Impact of Cactus League Team Spending

There are 15 teams that currently participate in the Cactus League at a total of ten stadiums. Each of the teams bring players, coaches, staff, scouts and other visitors to the region that spend money in the local economy. The impact of this spending is captured in this section of the report.

4.1 Assumptions Team Spending Impact

Surveys were sent to each stadium in order to estimate the total number of team players, coaches, staff, scouts, etc. that visit Arizona each year for Spring Training. In addition, the survey results provided team spending during extended spring training, summer leagues, rookie leagues and fall leagues. For teams that did not reply, averages were used based on the results of the remaining teams (see following table).

Assumptions for Team Spending Average based on Survey Results				
	Players	Coaches / Staff	Days	Room nights
Spring Training	225	80	45	6,500
Extended Spring Training	80	30	50	2,750
Rookie League	70	20	30	1,350
Instructional / Summer League	70	20	30	1,350
Fall League	30	5	50	875

Source: Surveys of Cactus League Stadiums; EDP Co

In order to calculate the economic and fiscal impact of total spending, the following categories were estimated: Lodging, food & beverage, entertainment, in-town transportation and retail. A number of teams provided actual team spending for lodging, meals and car rentals. Further estimates were made for spending on entertainment and retail.

In total, the 15 Cactus League teams spent an estimated \$37.4 million in 2011 in the local economy. This spending includes only spending of the team players, coaches, staff, etc. that visit Arizona for the purpose of Spring Training or other MLB team associated events.

4.2 Economic Impact of Visitor/Team Spending

The following table provides the economic impact of the visitor and team spending including resulting wages and economic output. .



In 2011, 496 direct jobs with wages of \$14.8 million and an economic impact of \$37.4 million were created as a direct result of the spending of players, coaches and other team members. Indirect and induced impacts include an additional 224 jobs with total wages of \$11.8 million and economic output of \$32.7 million. This equates to a total impact of 715 jobs created with wages of \$26.7 million and economic output of \$70.2 million.

Team Spending Economic Impact	
Jobs	
Direct	491
Indirect	85
Induced	139
Total	715
Wages (\$ mil)	
Direct	\$14.8
Indirect	\$4.8
Induced	\$7.0
Total	\$26.7
Output (\$ mil)	
Direct	\$37.4
Indirect	\$12.9
Induced	\$19.8
Total	\$70.2
Source: Cactus League Stadium Surveys; EDPco; Implan.	

4.3 Fiscal Impact of Visitor Team Spending

Direct team spending as well as tourism in Arizona generates direct fiscal impacts from retail sales and hotel room occupancy. In addition, secondary impacts are generated by employees who work in the tourism industry including employee spending (which generates sales taxes) and various other tax payments such as income taxes, vehicle license taxes, unemployment taxes, and gasoline taxes.

In some of the various spending categories, only a percentage of total spending was used to derive the fiscal impacts (tax collections). This allows for spending on possible non-taxable items that could overstate the actual impact. It is assumed that all spending occurs within the State of Arizona and Maricopa County. The impact on the local governments is based on a weighted average tax rate for all cities in the County.

Estimated spending by players, coaches and other team members created revenue to the State of Arizona in the amount of nearly \$2.7 million in 2011. This includes \$1.8 million in direct sales, bed and car rental tax, and an additional \$929,300 from secondary revenues generated by employees working in the service industry.



Maricopa County collected \$802,390 in primary and secondary revenues while the local governments collected \$1.8 million.

Team Spending Fiscal Impact	
State Revenues	
Total Primary Operations Impact	
Sales Tax	\$1,077,630
Bed Tax	\$619,400
Car Rental	\$75,300
Secondary impact from operations employees	
Employee spending sales tax	\$327,400
Personal Income Tax	\$296,300
Unemployment tax	\$134,800
VLT	\$104,700
HURF	\$66,100
Total State Revenues	\$2,701,630
County Revenues	
Total Primary Operations Impact	
Sales Tax	\$142,610
Bed Tax	\$250,830
Car Rental Tax	\$9,970
State shared revenue	\$194,280
Total Secondary impact from operations employees	
Employee spending sales tax	\$27,200
Residents property tax	\$174,400
State shared revenue	\$3,100
Total County Revenues	\$802,390
Local Government Revenues	
Total Primary Operations Impact	
Sales Tax	\$398,100
Bed Tax	\$749,300
Utility Tax	\$27,800
State shared revenue	\$140,900
Total Secondary impact from operations employees	
Employee spending sales tax	\$210,300
Residents property tax	\$104,700
State shared revenue	\$159,700
Total Local Government Revenues	\$1,790,800
Sources: Cactus League Stadium Surveys; IMPLAN; ATRA; EDPCo	



5.0 Impact of Stadium Events

This portion of the analysis will focus on revenues generated by out-of-state visitors at stadium events. For the most part, these visitors are the players and coaches coming to Arizona for a tournament. For youth tournaments there are typically parents that travel as well. In other cases, the visitors are staying the night for a concert. In any case, the dollars being spent in the local economy are new dollars being injected into the economy and creating jobs and revenues for the State and local governments.

In order to estimate the stadium events, the events by stadium were broken down into the following two categories:

- Non-multi Stadium Events: these events (tournaments, concerts, etc.) take place at a single stadium.
- Multi-stadium Events: these events occur at multiple stadiums and are accounted for separately to avoid double counting of visitors..

5.1 Stadium Event Assumptions

Each survey supplied information on the stadium's events. For baseball tournaments, the information included the length in days, number of teams, players per team, estimated attendance per game and percent from out-of-state. For other stadium events, such as concerts or walk-a-thons, the total attendance and percent from out-of-state was provided.

For the multi-stadium events, the total number of teams, players per team, and estimated percent from out of state were used to estimate the net visitor days.

Assumptions for Multi-Stadium Events 2011							
Event	Teams	Players / team	Attendees / team	Days	Visitor Days	Percent OOS	Net Visitor Days
MSBL	350	25	N/A	18	8,750	90%	7,875
MSBL World Serie:	50	25	N/A	5	1,250	90%	1,125
NABA	275	25	N/A	18	6,875	90%	6,188
USA	72	20	10	12	2,160	80%	1,728

Source: The Cactus League



Events were played at the following stadiums.

Games per Stadium 2011			
Event	MSBL	NABA	USA
Glendale Stadium	79	-	72
Goodyear Ballpark	136	79	-
Maryvale Baseball Park	148	26	-
Hohokam & Fitch Park	69	25	-
Peoria Sports Complex	43	-	72
Phoenix Municipal Stadium	115	17	-
Scottsdale Salt River Fields	100	30	-
Scottsdale Stadium	10	-	-
Surprise Recreation Campus	50	-	72
Tempe Diablo Stadium	111	101	-
Source: The Cactus League			

Based on estimates for spending per person per day by category, the total economic and fiscal impact was estimated. Similar to the impact of team spending in the prior section, the total spending was broken down into spending by type based on information from visitor studies and other research conducted by this firm.

In total, visitors to the stadium events (excluding Spring Training) spent an estimated \$44.6 million in 2011.

Stadium Event Visitor Spending by Type		
Type	Spending (\$mil)	% of Ttl
Lodging	\$14.0	31%
Food & Beverage	\$12.2	27%
Entertainment	\$3.7	8%
Transportation	\$6.6	15%
Retail	\$8.0	18%
TOTAL	\$44.6	100%
Note: Data for 2011		
Source: Surveys of Cactus League Stadiums		



5.2 Economic Impact of Stadium Events

The following table provides the economic impact resulting from the spending of the visitors to the multi- and non-multi stadium events in 2011. In total, 605 direct jobs in Greater Phoenix with \$18.5 million wages and an economic output of \$44.6 million were generated. This economic activity also created ripple effects throughout the economy generating an additional 265 indirect and induced jobs that made a total of \$14.1 million in wages. Overall, total annual economic activity was \$83.3 million in 2011.

Stadium Events Economic Impact	
Jobs	
Direct	605
Indirect	96
Induced	169
Total	870
Wages (\$ mil)	
Direct	\$18.5
Indirect	\$5.5
Induced	\$8.6
Total	\$32.5
Output (\$ mil)	
Direct	\$44.6
Indirect	\$14.6
Induced	\$24.1
Total	\$83.3
Source: Cactus League Stadium Surveys; EDPCo; Implan.	

5.3 Fiscal Impact of Stadium Events

Primary revenues generated by spending of the out-of-state visitors to Arizona include retail sales taxes, bed taxes and car rental taxes. In 2011, the State has collected an estimated \$2.1 million from primary taxable purchases. Maricopa County collected \$658,120 while local governments collected \$1.4 million.

The secondary revenues from employees are also significant. The State, County and City collected \$734,700, \$444,700, and \$372,900 respectively in 2011 from tourism industry employee related impacts.



Overall, the State, County and cities collected \$5.7 million in revenues generated by taxes levied on the direct visitor spending as well as by the employees supporting this spending.

Stadium Events Fiscal Impact	
State Revenues	
Total Primary Operations Impact	
Sales Tax	\$1,267,790
Bed Tax	\$612,820
Car Rental	\$173,780
Secondary impact from operations employees	
Employee spending sales tax	\$256,600
Personal Income Tax	\$238,000
Unemployment tax	\$106,000
VLT	\$82,100
HURF	\$52,000
Total State Revenues	\$2,789,090
County Revenues	
Total Primary Operations Impact	
Sales Tax	\$167,770
Bed Tax	\$248,170
Car Rental Tax	\$23,000
State shared revenue	\$220,180
Total Secondary impact from operations employees	
Employee spending sales tax	\$59,500
Residents property tax	\$378,700
State shared revenue	\$6,500
Total County Revenues	\$1,103,820
Local Government Revenues	
Total Primary Operations Impact	
Sales Tax	\$468,500
Bed Tax	\$741,400
Utility Tax	\$64,300
State shared revenue	\$159,500
Total Secondary impact from operations employees	
Employee spending sales tax	\$165,200
Residents property tax	\$82,100
State shared revenue	\$125,600
Total Local Government Revenues	\$1,806,600
Sources: Cactus League Stadium Surveys; IMPLAN; ATRA; EDPCo	



6.0 Summary of Total Impacts

The economic and fiscal impact of the Cactus League is significant, even beyond the impacts of the tourists attracted to the area for Spring Training. This section of the report summarizes the results of the analysis.

6.1 Economic Impact Summary

In total, 1,372 jobs were created in 2011 due to year-round operations associated with the Cactus League. Total wages for these jobs approximated \$42.2 million and the direct economic output was \$106.9 million.

Using accepted economic multipliers, the total direct, indirect and induced economic output was \$210.9 million. This represents 2,111 jobs with wages of \$80.3 million.

Economic Impact of the Cactus League 2011				
Impact Type	Stadium Operations	Cactus League Teams	Stadium Events	TOTAL
Jobs				
Direct	276	491	605	1,372
Indirect	141	85	96	322
Induced	110	139	169	417
Total	527	715	870	2,111
Wages (\$ mil)				
Direct	\$8.8	\$14.8	\$18.5	\$42.2
Indirect	\$6.7	\$4.8	\$5.5	\$17.0
Induced	\$5.6	\$7.0	\$8.6	\$21.1
Total	\$21.1	\$26.7	\$32.5	\$80.3
Output (\$ mil)				
Direct	\$24.9	\$37.4	\$44.6	\$106.9
Indirect	\$16.8	\$12.9	\$14.6	\$44.4
Induced	\$15.7	\$19.8	\$24.1	\$59.6
Total	\$57.4	\$70.2	\$83.3	\$210.9
NOTES The total may not equal the sum of the impacts due to rounding. Source: Elliott D. Pollack & Company; Cactus League; IMPLAN				



6.2 Fiscal Impact Summary

Arizona state government received more than \$6.7 million in revenue from the 2011 operations of the Cactus League and its ten stadiums. This includes \$4.3 million in direct taxes from utilities and material purchased in the day-to-day operations of the stadiums as well as direct sales and bed taxes generated by the visitor to the State for tournaments and other stadium events.

Cactus League State Fiscal Impact Summary 2011				
	Stadium Operations	Cactus League Teams	Stadium Events	TOTAL
Total Primary Impact	\$440,610	\$1,772,330	\$2,054,390	\$4,267,330
Utility Tax	\$331,110	N/A	N/A	\$331,110
Materials & supplies sales tax	\$109,500	N/A	N/A	\$109,500
Sales Tax	N/A	\$1,077,630	\$1,267,790	\$2,345,420
Bed Tax	N/A	\$619,400	\$612,820	\$1,232,220
Car Rental	N/A	\$75,300	\$173,780	\$249,080
Secondary impact from employees	\$804,900	\$929,300	\$734,700	\$2,468,900
Employee spending sales tax	\$251,800	\$327,400	\$256,600	\$835,800
Personal Income Tax	\$327,500	\$296,300	\$238,000	\$861,800
Unemployment tax	\$99,600	\$134,800	\$106,000	\$340,400
VLT	\$77,000	\$104,700	\$82,100	\$263,800
HURF	\$49,000	\$66,100	\$52,000	\$167,100
Total Fiscal Impact on the State	\$1,245,510	\$2,701,630	\$2,789,090	\$6,736,230
NOTES: All figures are intended only as a general guideline as to how the State could be impacted. The above figures are based on the current economic structure and tax rates of the State				

Maricopa County received more than \$2.4 million. This included \$1.4 million from primary taxes and an additional \$1.1 million from the secondary impact of employees. The local governments, based on weighted average tax rates, collected \$4.1 million in revenues in 2011.

Overall, the state, county and local governments collected \$13.3 million in revenues generated by the operations and visitors generated by the Cactus League stadiums.



Cactus League Maricopa County Fiscal Impact Summary 2011				
	Stadium Operations	Cactus League Teams	Stadium Events	TOTAL
Total Primary Impact	\$99,260	\$597,690	\$659,120	\$1,356,070
Utility Tax	\$43,810	N/A	N/A	\$43,810
Materials & supplies sales tax	\$14,500	N/A	N/A	\$14,500
State shared revenue	\$40,950	\$194,280	\$220,180	\$455,410
Sales Tax	N/A	\$142,610	\$167,770	\$310,380
Bed Tax	N/A	\$250,830	\$248,170	\$499,000
Car Rental Tax	N/A	\$9,970	\$23,000	\$32,970
Total Secondary impact from employees	\$368,500	\$204,700	\$444,700	\$1,017,900
Employee spending sales tax	\$51,200	\$27,200	\$59,500	\$137,900
Residents property tax	\$311,500	\$174,400	\$378,700	\$864,600
State shared revenue	\$5,800	\$3,100	\$6,500	\$15,400
Total Fiscal Impact on the County	\$467,760	\$802,390	\$1,103,820	\$2,373,970
NOTES: All figures are intended only as a general guideline as to how the County could be impacted. The above figures are based on the current economic structure and tax rates of the County.				

Cactus League Local Governments Fiscal Impact Summary 2011				
	Stadium Operations	Cactus League Teams	Stadium Events	TOTAL
Total Primary Impact	\$192,600	\$1,316,100	\$1,433,700	\$2,942,400
Utility Tax	\$122,500	N/A	N/A	\$122,500
Materials & supplies sales tax	\$40,500	N/A	N/A	\$40,500
State shared revenue	\$29,600	\$140,900	\$159,500	\$330,000
Sales Tax	N/A	\$398,100	\$468,500	\$866,600
Bed Tax	N/A	\$749,300	\$741,400	\$1,490,700
Utility Tax	N/A	\$27,800	\$64,300	\$92,100
Total Secondary impact from employees	\$359,400	\$474,700	\$372,900	\$1,207,000
Employee spending sales tax	\$161,200	\$210,300	\$165,200	\$536,700
Residents property tax	\$77,000	\$104,700	\$82,100	\$263,800
State shared revenue	\$121,200	\$159,700	\$125,600	\$406,500
Total Impact on the Local Governments	\$552,000	\$1,790,800	\$1,806,600	\$4,149,400
NOTES: All figures are intended only as a general guideline as to how the local government could be impacted. The above figures are based on the current economic structure and weighted tax rates of the local governments.				





**CACTUS LEAGUE ATTENDEE
TRACKING SURVEY**
(March, 2012)

Prepared for:

CACTUS LEAGUE BASEBALL ASSOCIATION

Phoenix, Arizona

Prepared by:

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Tucson, Arizona

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CACTUS LEAGUE ATTENDEE TRACKING SURVEY
(March, 2012)

Digest of the Contents

<u>Introduction and Goals</u>	I-1
<u>Methodology Overview</u>	I-3
<u>Sample Composition and Weighting</u>	I-3
<u>Display I-1</u> 2012 Cactus League Attendance and Sample Weighting	
<u>Details of the Findings</u>	1
<u>Table 1.</u> Attendee Gender (Head of Party)	
<u>Table 2.</u> Attendee Age (Head of Party)	
<u>Table 3.</u> Attendee Annual Household Income (Head of Party)	
<u>Table 4.</u> Place of Residence	
<u>Table 5.</u> Importance of Spring Training on Visitation Decision (Among Out-of-Area Visitors)	
<u>Table 6.</u> Length of Stay (Among Out-of-Area Visitors)	
<u>Table 7.</u> Party Trip Spending Patterns (Among Out-of-Area Visitors)	
<u>Table 7a.</u> Room Rate Per Night (Among Out-of-Area Visitors)	
<u>Table 7b.</u> Number of Rooms Rented (Among Out-of-Area Visitors)	
<u>Table 7c.</u> Party Trip Daily Expenditures (Among Out-of-Area Visitors)	
<u>Table 7d.</u> Party Trip Total Expenditures (Among Out-of-Area Visitors)	
<u>Table 8.</u> Accommodations (Among Out-of-Area Visitors)	
<u>Table 9.</u> Vehicle Rental (Among Out-of-Area Visitors)	
<u>Table 10-1.</u> Travel Party Size (Among Out-of-Area Visitors)(Adults)	
<u>Table 10-2.</u> Travel Party Size (Among Out-of-Area Visitors)(Children Under 18)	
<u>Table 10-3.</u> Travel Party Size (Among Out-of-Area Visitors)(Total Party)	
<u>Table 11-1.</u> Game Party Size (Adults)	
<u>Table 11-2.</u> Game Party Size (Children Under 18)	
<u>Table 11-3.</u> Game Party Size (Total Party)	
<u>Table 12.</u> Number of Games Attended	
<u>Table 13.</u> Party Game Spending Patterns	
<u>Table 14.</u> Number of Arizona Spring Training Seasons Attended (Not Including Current Season)	
<u>Table 15.</u> Other Activities Participated In During Trip (Among Out-of-Area Visitors)	
<u>Table 16.</u> Visitation of Other Destinations in Arizona While in Metro Phoenix Area for Spring Training (Among Out-of-Area Visitors)	
<u>Table 16a.</u> Other Arizona Areas Visited (Among Out-of-Area Visitors)	

CACTUS LEAGUE ATTENDEE TRACKING SURVEY
(March, 2012)

Digest of the Contents (Cont'd)

<u>Table 16b.</u>	Reasons for Not Visiting Other Destinations in Arizona (Among Out-of-Area Visitors)
<u>Table 17.</u>	Level of Interest in Various Arizona Attractions (Among Out-of-Area Visitors)
<u>Table 18.</u>	Sources Used for Planning Trip (Among Out-of-Area Visitors)
<u>Table 19.</u>	Length of Time in Advance Trip Planned (Among Out-of-Area Visitors)
<u>Table 20.</u>	Means of Purchasing Game Tickets
<u>Table 21.</u>	Incidence of Having a Smartphone With Internet Access
<u>Table 21a.</u>	Uses of Smartphone on this Trip Aside from Phone Calls (Among Those With a Smartphone With Internet Access)
<u>Display 1.</u>	Attendee-Based Expenditure Impact (Maricopa County)
<u>Display 2.</u>	Attendee-Based Expenditure Impact (Other Arizona)
<u>Display 3.</u>	Expenditure Summary Comparison

Appendix

<u>Survey Methodology and Sample Selection</u>	A-1
<u>Statistical Reliability</u>	A-1
<i>Confidence Intervals for a Given %</i>	
<i>Significance of Difference Between %</i>	

CACTUS LEAGUE ATTENDEE TRACKING SURVEY

(March, 2012)

Introduction and Goals

This Attendee Tracking Survey, conducted for the Cactus League Baseball Association, was designed to provide an estimate of the current expenditure impacts that 2012 Cactus League baseball game attendees have on the Arizona economy. This project was also designed to profile (in general and expenditure terms) Cactus League attendees, including a comparison of local area and out-of-area fans. Ultimately, these expenditure impacts and profiles will be used to better market and promote the Cactus League “product” to baseball fans nationwide.

This tracking study included two major components: (1) an in-person survey of 2012 Cactus League baseball game attendees conducted at ten facilities in the Phoenix metropolitan area; and (2) an estimation of Cactus League attendee expenditure impact on the Arizona economy.

Results from this study have been compared to prior surveys conducted by FMR Associates (in 2003 and 2007) and Behavior Research Center (in 1993 and 1998) for the Cactus League Association. As much as possible, FMR replicated these prior surveys – in terms of sampling, questionnaire design, interviewing procedures, data processing and expenditure analysis – in order to provide the most direct comparison of results between the four studies. The 1998 study included ten Cactus League teams that played in eight locations. The 2003 and 2007 projects reflect the addition of the Kansas City Royals and Texas Rangers at the Surprise facility, totaling 12 teams playing in nine locations. The 2012 study includes the addition of the Cincinnati Reds, Cleveland Indians and Los Angeles Dodgers – bringing the total teams studied to 15 (playing in ten locations).

Areas of Investigation – The following areas of investigation were considered the central points for this Cactus League Attendee Tracking Survey:

1. **Demographic Profiling of Cactus League Attendees** – What is the demographic profile of 2012 Cactus League attendees in terms of gender, age and household income? Where do they live (metropolitan Phoenix, elsewhere in Arizona or another state or country)? How does this profile compare to the previous surveys?
2. **Out-of-Area Visitor Profiling and Expenditure Patterns** – How important is attending spring training games in out-of-area attendees' decision to visit metro Phoenix? How long do out-of-area visitors stay in the Phoenix area and what are their estimated per-category expenditures (in terms of lodging, food and beverages, entertainment, transportation and retail shopping) during their stay? Where do out-of-area visitors stay? Do they rent a vehicle? How many people are in their traveling party? How have out-of-area visitor expenditures and profiles changed since 2007? What types of activities do out-of-area visitors participate in while staying in Arizona for spring training? What areas of Arizona outside of the Phoenix metro do they visit? What is their level of interest in various Arizona attractions? What sources did they use for planning their trip? How often in advance did they plan their trip?
3. **Game Attendance and Expenditure Patterns** – What is the size of the “typical” game party and how much do they spend to attend a Cactus League spring training game? How many 2012 spring training games do attendees plan to attend this season? How do these patterns compare to the 2007 study? How many seasons of Arizona Spring Training have attendees been to (not including the current season)? What means did attendees use to purchase their game tickets? Do attendees have a smartphone with Internet access? Aside from phone calls, how did they use their phone on this trip?
4. **Attendee-Based Expenditure Impacts** – What are the estimated Direct Expenditures and Total Expenditure Impact of 2012 Cactus League attendees, both overall and in terms of geography (Maricopa County and other areas of Arizona)?

Methodology Overview

To accomplish the goals of this study, all interviews were conducted in-person, supervised by FMR Associates, during the 2012 Cactus League season between March 11th and April 1st at ten locations in the metro Phoenix area. The specific procedures used to select the sample are explained in detail in the Appendix of this report.

Sample Composition and Weighting

This study is based on 3000 intercept interviews conducted at home games of each of the 15 Cactus League teams in ten locations. There were approximately 200 interviews completed at each team's home stadium over a two-day period – comprised of 100 weekday and 100 weekend interviews. All interviews were conducted among paid attendees, excluding attendees who were provided their admission free-of-charge.

As in prior studies, the final in-tab sample was weighted to reflect the actual attendance distribution of the 15 Cactus League teams. Display 1 below summarizes the “raw” (unweighted) sample (N=3,003), along with 2007 Cactus League attendance figures (with a comparison to 2007 attendance) and the weighted 2012 sample (N=3,004). The tables in this study, as well as the expenditure impact calculations, are based on this weighted sample.

Display I-1

2012 Cactus League Attendance and Sample Weighting

	2007 Attendance	2012 Attendance	2007 % of Total Attendance	2012 % of Total Attendance	Number of Interviews	
					Unweighted Sample	Weighted Sample
Arizona Diamondbacks (Salt River Fields, Scottsdale)*	94,291	186,828	7.8%	10.9%	200	330
Chicago Cubs (HoHoKam Stadium, Mesa)	175,891	153,281	14.3%	9.0%	201	270
Chicago White Sox (Camelback Ranch, Glendale)*	86,397	109,092	7.1%	6.4%	200	192
Cincinnati Reds (Goodyear Ballpark)	–	61,878	–	3.6%	200	108
Cleveland Indians (Goodyear Ballpark)	–	74,836	–	4.4%	198	132
Colorado Rockies (Salt River Fields, Scottsdale)**	57,359	182,565	4.8%	10.7%	200	320
Kansas City Royals (Surprise Recreation Campus)	78,747	76,238	6.5%	4.5%	200	135
Los Angeles Angels (Tempe Diablo Stadium)	105,869	130,126	8.7%	7.6%	201	228
Los Angeles Dodgers (Camelback Ranch, Glendale)	–	121,769	–	7.1%	200	213
Milwaukee Brewers (Maryvale Baseball Park, Phoenix)	61,888	89,176	5.1%	5.2%	199	156
Oakland Athletics (Phoenix Municipal Stadium)	95,058	57,981	7.7%	3.4%	200	102
San Diego Padres (Peoria Sports Complex)	100,061	92,828	8.2%	5.4%	204	162
San Francisco Giants (Scottsdale Stadium)	148,988	168,320	12.2%	9.8%	200	294
Seattle Mariners (Peoria Sports Complex)	126,137	102,681	10.4%	6.0%	200	180
Texas Rangers (Surprise Recreation Campus)	86,864	104,443	7.1%	6.1%	200	182
	1,217,550	1,712,042	100.0%	100.0%	3,003	3,004

* Was Tucson Electric Park (2007).

** Was Hi Corbett Field, Tucson (2007).

DETAILS OF THE FINDINGS

Attendee Gender – Six of ten head of game party 2012 Cactus League attendee respondents are men. This is the case among both local (Phoenix metro residents) and out-of-area (outside the Phoenix metro) attendees. In line with past studies, there continues to be a male skew regardless of team – especially among Reds (66%), Dodgers (66%) and Rockies (68%) attendees. Only among Rangers attendees is there a slight female lean (52%).

Table 1 **Attendee Gender**
(Head of Party)

	2003 Total	2007 Total	2012 Total	Place of Residence	
				Phoenix Metro	Out of Area
Men	63%	70%	60%	61%	60%
Women	37%	30%	40%	39%	40%
	N=2457	N=2406	N=3004	N=1254	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Men	58%	62%	62%	66%	58%	68%	63%
Women	42%	38%	38%	34%	42%	32%	37%
	N=330	N=270	N=192	N=108	N=132	N=320	N=135

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Men63	63%	66%	58%	57%	65%	55%	56%	48%
Women	37%	34%	42%	43%	35%	45%	44%	52%
	N=228	N=213	N=156	N=102	N=162	N=294	N=180	N=182

Attendee Age – The median age of a 2012 Cactus League head of party game attendee is 49.9 years, reflecting some progressive aging from the 2003 (42.8 years) and 2007 (47.0 years) studies. As we found in 2007, the median age of out-of-area attendees (52.5 years) is “older” than Phoenix metro area residents (45.3 years). Median age distribution by team ranges from 44.6 years (Diamondbacks attendees) to 54.8 years (Cubs attendees).

Table 2

Attendee Age
(Head of Party)

	1993 Total	1998 Total	2003 Total	2007 Total	2012 Total	Place of Residence	
						Phoenix Metro	Out of Area
24 or younger	7%	8%	12%	7%	6%	8%	4%
25 to 34	24%	16%	19%	17%	15%	20%	12%
35 to 44	32%	24%	22%	21%	18%	21%	16%
45 to 54	18%	19%	18%	21%	22%	19%	24%
55 to 64	10%	17%	16%	19%	23%	18%	26%
65 or older	9%	16%	12%	15%	16%	14%	17%
Refused	–	–	–	–	1%	0%	1%
Median age	40.7	45.9	42.8	47.0	49.9	45.3	52.5
			N=2457	N=2406	N=3004	N=1254	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
24 or younger	4%	2%	4%	2%	6%	4%	6%
25 to 34	20%	10%	20%	11%	11%	14%	13%
35 to 44	27%	14%	17%	24%	16%	18%	21%
45 to 54	20%	24%	21%	22%	28%	27%	21%
55 to 64	20%	24%	22%	23%	23%	24%	21%
65 or older	9%	26%	15%	18%	16%	11%	17%
Refused	0%	1%	1%	0%	1%	1%	1%
Median age	44.6	54.8	49.1	50.8	51.2	49.7	49.3
	N=330	N=270	N=192	N=108	N=132	N=320	N=135

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
24 or younger	8%	8%	6%	3%	5%	7%	6%	12%
25 to 34	14%	18%	20%	17%	11%	18%	11%	18%
35 to 44	22%	14%	12%	20%	12%	18%	17%	14%
45 to 54	22%	20%	18%	24%	23%	20%	17%	21%
55 to 64	18%	22%	23%	22%	25%	25%	26%	21%
65 or older	16%	18%	19%	12%	24%	12%	23%	13%
Refused	0%	0%	1%	2%	0%	1%	0%	2%
Median age	48.1	49.9	50.7	49.2	54.7	48.5	54.4	47.7
	N=228	N=213	N=156	N=102	N=162	N=294	N=180	N=182

Question: I have just a few more questions for you to help us classify your survey. First, please stop me when I read the age category you belong to. Are you...

Attendee Household Income – Four of ten attendee party heads report annual household incomes greater than \$100,000. This represents a progressive increase from 2003 (23%) and 2007 (35%) levels. As a result, 2012 median household income (\$88,462) is higher than we found in 2007 (\$82,160). This continues to be much higher than 2010 American Community Survey (US Census) median income estimates for the United States (\$50,046) and the State of Arizona (\$46,789). Consistent with the 2007 survey, out-of-area attendees (\$96,538) continue to have a much higher median household income than out-of-area attendees (\$77,500). Still, local attendee median household income (\$77,500) remains much higher than the median household income for all Maricopa County residents (\$50,410).

White Sox attendees have the highest median household income (\$100,000), followed closely by Giants attendees (\$97,692).

Table 3 **Attendee Annual Household Income**
(Head of Party)

	1993 Total	1998 Total	2003 Total	2007 Total	2012 Total	Place of Residence	
						Phoenix Metro	Out of Area
Less than \$25,000	13%	10%	9%	5%	4%	6%	2%
\$25,000 to \$39,999	21%	19%	16%	7%	6%	9%	5%
\$40,000 to \$54,999	18%	20%	16%	11%	9%	13%	7%
\$55,000 to \$69,999	16%	17%	13%	14%	12%	14%	10%
\$70,000 to \$84,999	10%	13%	12%	17%	16%	16%	16%
\$85,000 to \$99,999	8%	7%	10%	12%	13%	13%	13%
More than \$100,000	14%	14%	23%	35%	40%	29%	48%
Median income	\$52,900	\$55,900	\$65,400	\$82,160	\$88,462	\$77,500	\$96,538
			N=2195	N=2047	N=2565	N=1096	N=1470

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Less than \$25,000	4%	1%	5%	1%	4%	6%	5%
\$25,000 to \$39,999	8%	6%	6%	8%	5%	8%	6%
\$40,000 to \$54,999	10%	14%	7%	8%	10%	12%	10%
\$55,000 to \$69,999	13%	12%	7%	15%	13%	11%	15%
\$70,000 to \$84,999	18%	20%	12%	15%	15%	14%	10%
\$85,000 to \$99,999	11%	12%	13%	15%	16%	11%	12%
More than \$100,000	35%	34%	49%	39%	38%	39%	42%
Median income	\$82,500	\$82,750	\$100,000	\$88,000	\$87,813	\$83,929	\$90,000
	N=288	N=235	N=162	N=96	N=111	N=272	N=114

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Less than \$25,000	2%	6%	4%	6%	4%	2%	6%	4%
\$25,000 to \$39,999	4%	9%	8%	12%	10%	3%	4%	2%
\$40,000 to \$54,999	9%	11%	10%	9%	10%	2%	9%	10%
\$55,000 to \$69,999	7%	9%	10%	12%	12%	12%	17%	13%
\$70,000 to \$84,999	20%	7%	15%	15%	13%	20%	15%	19%
\$85,000 to \$99,999	15%	13%	16%	12%	15%	13%	16%	9%
More than \$100,000	43%	45%	38%	34%	37%	48%	32%	44%
Median income	\$93,000	\$94,231	\$87,813	\$81,000	\$86,000	\$97,692	\$84,000	\$88,333
	N=204	N=181	N=130	N=77	N=151	N=251	N=154	N=140

Question: Which one of the letters on this card best describes your total family income for last year, I mean before taxes and including everyone in your household? Just call off the letter in front of the correct amount.

Place of Residence – Consistent with 2007 findings, more 2012 Cactus League attendees are residents from another state or country (56%) than are residents of the metropolitan Phoenix area (42%). This compares to a mix of 57% out-of-area and 39% “local” (Phoenix or Tucson) area residents in 2007. The balance (2%, down from 4%) are Arizona residents from outside the Phoenix metro area.

Similar to previous findings, out-of-area attendees tend to be older and have higher annual household incomes than their local attendee counterparts.

Which teams attract the most non-local attendees from another state or country? The Giants (68%, down from 74% in 2007), Rockies (63% up from 50% in 2007 when they trained in Tucson) and Dodgers (64%). Meanwhile, the Diamondbacks are the clear leader among local attendees (65%, up from 44% in 2007 when they trained in Tucson) – followed by the Brewers (53%, up from 31%).

Overall, among the unweighted sample, there are 1,439 unique zip codes self-reported by United States resident attendees (182 from metro Phoenix, 50 from elsewhere in Arizona and 1,207 from another state). Refer to the Detailed Table 4b series for a frequency count by zip code.

Among out-of-area attendees, 3% are from another country – primarily Canada (88%). Still, there were other foreign attendees from England, Belgium, Japan, Mexico and Puerto Rico.

Table 4**Place of Residence**

	1993 Total	1998 Total	2003 Total	2007 Total	2012 Total
Metropolitan Phoenix	41% ⁽¹⁾	39% ⁽¹⁾	48% ⁽¹⁾	39% ⁽¹⁾	42%
Elsewhere in Arizona	4%	3%	4%	4%	2%
Another state	55% ⁽²⁾	58% ⁽²⁾	48% ⁽²⁾	57% ⁽²⁾	53%
Another country	–	–	–	–	3%
			N=2457	N=2406	N=3004

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Metropolitan Phoenix	65%	46%	33%	45%	36%	34%	38%
Elsewhere in Arizona	1%	1%	5%	1%	5%	3%	1%
Another state	30%	50%	57%	50%	57%	60%	58%
Another country	3%	3%	5%	4%	2%	3%	3%
	N=330	N=270	N=192	N=108	N=132	N=320	N=135

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Metropolitan Phoenix	41%	34%	53%	39%	48%	32%	38%	37%
Elsewhere in Arizona	1%	2%	2%	3%	2%	1%	3%	5%
Another state	54%	62%	44%	57%	48%	62%	57%	56%
Another country	4%	2%	2%	1%	2%	6%	2%	2%
	N=228	N=213	N=156	N=102	N=162	N=294	N=180	N=182

⁽¹⁾ Was “Metropolitan Phoenix/Tucson,” depending on where game was held (1993-2007).

⁽²⁾ Was “another state or country” (1993-2007).

Question: Is your permanent place of residence in the metropolitan Phoenix area, elsewhere in Arizona or in another state or country?

Importance of Spring Training on Visitation Decision – Fully 98% of out-of-area Cactus League attendees indicate that attending spring training games was a reason for visiting metro Phoenix (up from 96% in 2007). As we found in 2007, two-thirds of out-of-area attendees say that attending spring training games was the “primary” reason for their decision to visit metro Phoenix – especially those who watched the Giants (70%), Padres (71%), Brewers (73%) or Royals (78%). Out-of-area attendees who visited Phoenix primarily for spring training games tend to be 25 to 54 – with few differences based on gender.

Unchanged since 2007, just 11% of out-of-area attendees say that spring training was a “minor” reason for visiting the Phoenix area. These tend to be 55 to 64 year-olds and Reds attendees. Only 3% report that spring training was *not* a reason for visiting metro Phoenix, the lowest total recorded to-date (versus 4%-7% in past studies).

**Table 5 Importance of Spring Training on Visitation Decision
(Among Out-of-Area Visitors)**

	1993 Total	1998 Total	2003 Total	2007 Total	2012 Total
<i>Primary</i> reason	63%	61%	58%	68%	67%
<i>A major</i> reason	16%	19%	18%	16%	20%
<i>A minor</i> reason	14%	14%	18%	12%	11%
<i>Not a reason</i>	7%	6%	7%	4%	3%
			N=1289	N=1466	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
<i>Primary</i> reason	65%	69%	69%	56%	64%	66%	78%
<i>A major</i> reason	19%	17%	22%	20%	20%	18%	12%
<i>A minor</i> reason	14%	12%	8%	20%	14%	12%	8%
<i>Not a reason</i>	2%	2%	2%	4%	2%	5%	2%
	N=115	N=147	N=128	N=59	N=85	N=210	N=84

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
<i>Primary</i> reason	66%	67%	73%	67%	71%	70%	60%	65%
<i>A major</i> reason	20%	22%	17%	25%	15%	19%	22%	24%
<i>A minor</i> reason	12%	8%	8%	6%	12%	8%	17%	6%
<i>Not a reason</i>	2%	4%	1%	1%	3%	3%	1%	5%
	N=135	N=141	N=73	N=63	N=83	N=201	N=112	N=115

Question: How important was attending spring training games in your decision to visit metro Phoenix? Was it your...

Length of Stay – Nearly all out-of-area visitors stayed at least one night in the Phoenix metro area while attending a 2012 Cactus League game (98%). This is the highest total recorded to-date (versus 91%-96% in past studies). What's more, compared to 2003 (4.9) and 2007 (4.7) findings, the median length of stay has increased to 5.3 nights. This includes a rebound of visitors who stayed 9 nights or more (from 11% in 2007 to 18% now – consistent with 2003 findings). Brewers attendees have the longest median stay (6.6 nights), and Dodgers the shortest (4.3 nights).

Among the rest, 2% of out-of-area attendees report they attended a game as part of a day trip. This represents a progressive decline from a 9% high in 1998.

Table 6
Length of Stay
(Among Out-of-Area Visitors)

	1993 Total	1998 Total	2003 Total	2007 Total	2012 Total
Day trip	8%	9%	6%	4%	2%
1 to 2 nights	11%	11%	16%	15%	14%
3 to 4 nights	25%	25%	29%	37%	31%
5 to 6 nights	15%	16%	16%	18%	20%
7 to 8 nights	17%	16%	14%	14%	14%
9 nights or more	24%	23%	19%	11%	18%
Median nights	5.9	5.4	4.9	4.7	5.3
			N=1289	N=1466	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Day trip	2%	2%	2%	1%	6%	4%	3%
1 to 2 nights	7%	13%	12%	11%	6%	18%	13%
3 to 4 nights	23%	32%	24%	26%	29%	32%	28%
5 to 6 nights	30%	23%	22%	30%	20%	18%	21%
7 to 8 nights	18%	9%	20%	15%	20%	15%	22%
9 nights or more	21%	21%	20%	17%	19%	13%	14%
Median nights	6.2	5.3	6.1	5.8	5.9	4.8	5.6
	N=115	N=147	N=128	N=59	N=85	N=210	N=84

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Day trip	2%	2%	2%	0%	2%	0%	5%	4%
1 to 2 nights	17%	24%	6%	20%	14%	18%	9%	13%
3 to 4 nights	34%	38%	21%	30%	36%	41%	23%	29%
5 to 6 nights	20%	12%	27%	18%	16%	19%	17%	19%
7 to 8 nights	10%	8%	13%	21%	13%	11%	13%	15%
9 nights or more	17%	16%	31%	11%	20%	11%	32%	20%
Median nights	4.8	4.3	6.6	5.0	4.9	4.6	6.5	5.4
	N=135	N=141	N=73	N=63	N=83	N=201	N=112	N=115

Question: How many nights, in total, will you spend in the metro Phoenix area on this trip?

Party Trip Spending Patterns – Out-of-area attendees were asked to estimate daily travel party expenses for various categories of expenditures related to their stay in metro Phoenix for spring training (not counting any expenses at the game in which they were interviewed). Daily spending is summarized as follows:

- **Lodging** (Identical to 2007, 44% report daily lodging expenditures between \$100 and \$199. However, among the rest, a few more say their daily expenditure is \$99 or less [from 19% to 24%] – while fewer are in the \$200+ range [from 37% to 32%]. Consequently, median daily lodging spending has declined somewhat [from \$171.79 to \$159.09].)
- **Food and beverage purchases** (The largest share continue to estimate their daily food and beverage purchases to be \$99 or less [54%, up from 46%], with one-third [unchanged since 2007] in the \$100-\$200 category. Compared to 2007, fewer daily spend \$200+ on food and beverage. This results in \$91.67 median daily spending [down from \$113.33 in 2007].)
- **Entertainment, other than spring training games, including amusement, attraction and recreation fees** (Two-thirds indicate daily spending between \$1 and \$99, up from 56% in 2007. Among the rest, slightly fewer estimate daily spending of \$100 to \$199 [from 29% to 25%] or \$200+ [from 15% to 10%]. Median daily spending is \$76.15, down somewhat from \$89.77 in the 2007 study.)
- **Daily transportation, including gas, taxi, limo, van service and public transportation, as well as car rental** (More overall indicate having daily transportation expenditures [from 75% in 2007 to 87% now] and median spending has increased from \$57.87 to \$61.88. While the vast majority continue to report a daily transportation expenditure of less than \$100 [80%], a few now more estimate their spending to be between \$100 and \$199 [from 9% to 14%].)
- **Retail shopping** (The percentage reporting a daily retail shopping expenditure has increased from 49% to 61%. There is also a slight increase in median daily spending [from \$76.92 to \$79.84] – based on a few more in the \$100-\$199 spending category [from 24% to 27%]. Still, the vast majority have a daily retail shopping expenditure of less than \$100 [62%].)

Table 7

Party Trip Spending Patterns
(Among Out-of-Area Visitors)

(2012 N=1750) (2007 N=1467)	Median Spending	\$1- \$99	\$100- \$199	\$200- \$299	\$300 or more	None/Not Sure/Does Not Apply/ Refused
Lodging						
2012	\$159.09	24%	44%	17%	15%	33%
2007	\$171.79	19%	44%	18%	19%	32%
Food and beverage purchases						
2012	\$91.67	54%	32%	9%	5%	4%
2007	\$113.33	46%	33%	11%	10%	9%
Entertainment, other than spring training games, including amusement, attraction and recreation fees						
2012	\$76.15	65%	25%	7%	3%	51%
2007	\$89.77	56%	29%	10%	5%	55%
Daily transportation, including gas, taxi, limo, van service & public transportation, as well as car rental						
2012	\$61.88	80%	14%	4%	2%	13%
2007	\$57.87	86%	9%	3%	2%	25%
Retail shopping						
2012	\$79.84	62%	27%	8%	4%	39%
2007	\$76.92	65%	24%	8%	4%	51%

Question: Now I'd like to ask you about your estimated expenditures during your current stay in the Phoenix area for spring training. Not counting your expenses at today's game, and including all members of your travel party, how much are you spending each day on...

Room Rate Per Night – Median room rate is \$112.11 per night, down from \$128.50 in 2007. Compared to 2007, fewer out-of-area visitors report a nightly room rate between \$101 and \$150 (from 34% to 27%) – while a higher percentage are in the \$51 to \$100 category (from 28% to 34%). The median room rate ranges from \$92.86 (among Rangers attendees) to \$135.21 (among Athletics attendees).

Table 7a
Room Rate Per Night
(Among Out-of-Area Visitors)

	2007 Total	2012 Total
\$1 to \$50	3%	10%
\$51 to \$100	28%	34%
\$101 to \$150	34%	27%
\$151 to \$200	19%	16%
\$201 or more	17%	13%
Median room rate	\$128.50	\$112.11
	N=867	N=1095

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
\$1 to \$50	9%	7%	5%	11%	12%	9%	10%
\$51 to \$100	38%	24%	32%	30%	32%	43%	42%
\$101 to \$150	29%	40%	31%	27%	25%	23%	15%
\$151 to \$200	18%	22%	13%	17%	26%	10%	22%
\$201 or more	6%	7%	18%	16%	5%	16%	11%
Median room rate	\$106.17	\$124.75	\$121.97	\$117.67	\$113.00	\$98.67	\$98.62
	N=68	N=97	N=77	N=38	N=51	N=112	N=55

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
\$1 to \$50	10%	12%	13%	16%	8%	7%	12%	14%
\$51 to \$100	40%	31%	39%	21%	43%	25%	38%	43%
\$101 to \$150	27%	23%	31%	19%	31%	28%	26%	23%
\$151 to \$200	13%	25%	8%	21%	12%	16%	10%	16%
\$201 or more	10%	8%	8%	22%	6%	23%	14%	4%
Median room rate	\$101.00	\$116.22	\$98.44	\$135.21	\$99.84	\$133.14	\$101.00	\$92.86
	N=90	N=102	N=47	N=46	N=53	N=146	N=69	N=44

Question: Room rate/night paid?

Number of Rooms Rented – As we found in 2007, eight of ten out-of-area visitors with a daily lodging expenditure rent one room. An additional 12% rent two rooms. Royals (40%) and Athletics (38%) are more likely to rent two or more rooms per night.

Table 7b **Number of Rooms Rented**
(Among Out-of-Area Visitors)

	2007 Total	2012 Total
1	81%	78%
2	12%	12%
3	3%	2%
4	1%	2%
5	1%	3%
6 or more	2%	3%
	N=884	N=1124

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
1	81%	88%	71%	91%	77%	89%	60%
2	11%	12%	19%	8%	6%	3%	19%
3	3%	0%	6%	0%	6%	3%	1%
4	3%	0%	0%	0%	2%	1%	0%
5	0%	0%	1%	2%	4%	1%	16%
6 or more	3%	0%	4%	0%	5%	3%	4%
	N=74	N=93	N=86	N=35	N=55	N=117	N=55

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
1	76%	89%	81%	62%	74%	76%	68%	74%
2	14%	10%	16%	18%	16%	16%	11%	16%
3	2%	0%	0%	4%	3%	1%	4%	6%
4	1%	1%	2%	4%	0%	2%	4%	2%
5	1%	0%	0%	5%	4%	3%	4%	2%
6 or more	6%	0%	2%	7%	3%	2%	8%	0%
	N=91	N=100	N=45	N=50	N=59	N=143	N=71	N=49

Question: Number of rooms at that rate?

Party Trip Daily Expenditures – One-half of out-of-area visitors have cumulative daily expenditures of \$300 or more (down slightly from 53% in 2007), including 22% with \$500+ in daily expenses. Among all out-of-area visitors, the median party trip daily expenditure is \$300. This is down somewhat from the 2007 study (\$316), but still much higher than 2003 cumulative daily spending (\$210). Median daily spending varies from \$215 for Padres attendees to \$489 for Athletics attendees.

Table 7c **Party Trip Daily Expenditures**
(Among Out-of-Area Visitors)

	1998 Total	2003 Total	2007 Total	2012 Total
Under \$99.99	21%	20%	10%	9%
\$100.00 to \$199.99	29%	28%	17%	21%
\$200.00 to \$299.99	20%	20%	20%	20%
\$300.00 to \$499.99	19%	18%	27%	28%
\$500.00 or more	11%	15%	26%	22%
Median daily spending	\$201	\$210	\$316	\$300
		N=1200	N=1373	N=1700

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Under \$99.99	11%	8%	9%	12%	6%	8%	8%
\$100.00 to \$199.99	20%	20%	27%	18%	25%	18%	16%
\$200.00 to \$299.99	21%	25%	12%	22%	26%	17%	22%
\$300.00 to \$499.99	27%	35%	19%	36%	25%	32%	28%
\$500.00 or more	22%	12%	34%	12%	18%	26%	26%
Median daily spending	\$290	\$288	\$321	\$291	\$273	\$344	\$329
	N=113	N=144	N=122	N=58	N=79	N=202	N=81

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Under \$99.99	10%	7%	11%	3%	11%	7%	8%	12%
\$100.00 to \$199.99	21%	21%	33%	11%	36%	16%	21%	19%
\$200.00 to \$299.99	13%	26%	21%	18%	20%	18%	24%	29%
\$300.00 to \$499.99	38%	33%	23%	19%	22%	30%	24%	24%
\$500.00 or more	18%	13%	13%	49%	11%	30%	23%	16%
Median daily spending	\$332	\$285	\$229	\$489	\$215	\$360	\$288	\$266
	N=132	N=137	N=71	N=61	N=81	N=201	N=106	N=110

Party Trip Total Expenditures – The median party trip total expenditure has increased from \$1,430 in 2007 to \$1,542 in 2012. This is primarily due to longer median stays (5.3 nights, up from 4.7 nights – see Table 6). Compared to 2007, there are also more “big” spenders with \$5,000 or more in total trip expenditures (from 7% to 12%). Median total trip expenditures by home team game attended range from \$1,132 for the Dodgers to \$2,353 for the Mariners.

Table 7d

Party Trip Total Expenditures (Among Out-of-Area Visitors)

	2007 Total	2012 Total
Under \$199.99	3%	2%
\$200.00 to \$399.99	8%	7%
\$400.00 to \$599.99	8%	6%
\$600.00 to \$799.99	8%	8%
\$800.00 to \$999.99	8%	8%
\$1,000.00 to \$1,499.99	18%	18%
\$1,500.00 to \$1,999.99	14%	12%
\$2,000.00 to \$2,999.99	14%	15%
\$3,000.00 to \$4,999.99	12%	11%
\$5,000 or more	7%	12%
Median daily spending	\$1,430	\$1,542
	N=1375	N=1702

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Under \$199.99	5%	0%	2%	4%	1%	3%	2%
\$200.00 to \$399.99	5%	6%	6%	3%	7%	10%	3%
\$400.00 to \$599.99	5%	9%	4%	9%	2%	5%	6%
\$600.00 to \$799.99	5%	8%	10%	5%	6%	7%	11%
\$800.00 to \$999.99	4%	10%	4%	14%	5%	5%	11%
\$1,000.00 to \$1,499.99	9%	20%	18%	11%	16%	21%	16%
\$1,500.00 to \$1,999.99	14%	12%	12%	19%	23%	13%	14%
\$2,000.00 to \$2,999.99	23%	14%	14%	17%	15%	17%	15%
\$3,000.00 to \$4,999.99	18%	8%	12%	7%	12%	13%	10%
\$5,000 or more	11%	12%	18%	11%	12%	6%	13%
Median daily spending	\$2,130	\$1,425	\$1,750	\$1,605	\$1,783	\$1,476	\$1,536
	N=113	N=144	N=125	N=58	N=79	N=202	N=81

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Under \$199.99	3%	2%	4%	2%	5%	2%	0%	1%
\$200.00 to \$399.99	5%	11%	5%	4%	9%	6%	8%	8%
\$400.00 to \$599.99	7%	13%	4%	1%	10%	6%	5%	8%
\$600.00 to \$799.99	8%	12%	3%	7%	13%	10%	6%	8%
\$800.00 to \$999.99	16%	7%	8%	7%	10%	8%	5%	11%
\$1,000.00 to \$1,499.99	18%	19%	23%	17%	17%	25%	10%	21%
\$1,500.00 to \$1,999.99	8%	11%	11%	7%	9%	11%	10%	7%
\$2,000.00 to \$2,999.99	15%	12%	9%	20%	12%	10%	17%	16%
\$3,000.00 to \$4,999.99	11%	5%	17%	14%	7%	13%	14%	6%
\$5,000 or more	10%	9%	15%	21%	7%	8%	25%	14%
Median daily spending	\$1,306	\$1,132	\$1,636	\$2,250	\$1,088	\$1,360	\$2,353	\$1,333
	N=132	N=137	N=71	N=61	N=80	N=201	N=106	N=110

Accommodations – More than six of ten out-of-area attendees who spend at least one night in the Phoenix metro for spring training games stay at a hotel, resort or motel (63%). This is down from the all-time high recorded in 2007 (70%), but consistent with previous findings (59%-64%). Among the rest, slightly more stay in a private home as a guest (from 21% in 2007 to 23% now) or rental home, apartment or condominium (from 6% to 11%) – while RV park or campground usage is unchanged at 3%.

Teams with out-of-area attendees with the highest hotel usage include the Giants, Athletics and Dodgers (72%-74%). Hotel patronage is greatest among high income households (\$100,000+), but consistent among those who earn between \$25,000 to \$99,999. As we found in 2007, hotel usage is directly related to perceived importance of spring training to the decision to travel to metro Phoenix.

Consistent with 2007 findings, younger out-of-area attendees and lower income households are more likely to stay in a private home as a guest – as are Rangers attendees (38%). Meanwhile, older attendees and Diamondbacks or Brewers attendees are more likely to stay in a rental home, apartment or condominium.

Table 8

Accommodations
(Among Out-of-Area Visitors)

	1993 Total	1998 Total	2003 Total	2007 Total	2012 Total
Hotel, resort or motel	63%	64%	59%	70%	63%
Private home as a guest	25%	22%	30%	21%	23%
Rental home, apartment or condominium	7%	6%	5%	6%	11%
RV park or campground	6%	8%	6%	3%	3%
			N=1218	N=1396	N=1707

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Hotel, resort or motel	50%	65%	61%	56%	60%	64%	62%
Private home as a guest	25%	26%	24%	28%	19%	22%	22%
Rental home, apartment or condominium	21%	4%	14%	14%	15%	13%	12%
RV park or campground	4%	5%	2%	2%	7%	2%	4%
	N=113	N=144	N=125	N=59	N=80	N=202	N=82

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Hotel, resort or motel	66%	74%	59%	72%	65%	72%	56%	50%
Private home as a guest	25%	17%	22%	14%	23%	18%	21%	38%
Rental home, apartment or condominium	7%	7%	20%	10%	10%	7%	15%	8%
RV park or campground	3%	2%	0%	4%	2%	3%	8%	4%
	N=132	N=137	N=71	N=63	N=82	N=201	N=106	N=110

Question: During your visit to the metro Phoenix area, are you staying at a...

Vehicle Rental – Generally consistent with prior studies, one-half of out-of-area attendees rent a car, truck or van during their stay in metro Phoenix. The incidence of renting a vehicle is directly related to household income and highest among 35 to 54 year-olds – as well as Reds (60%), Giants (60%) or Brewers (63%) attendees.

Table 9 **Vehicle Rental**
(Among Out-of-Area Visitors)

	1993 Total	1998 Total	2003 Total	2007 Total	2012 Total
Yes	49%	48%	47%	52%	50%
No	51%	52%	53%	48%	50%
			N=1289	N=1461	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Yes	53%	52%	59%	60%	51%	40%	54%
No	47%	48%	41%	40%	49%	60%	46%
	N=115	N=147	N=128	N=59	N=85	N=210	N=84

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Yes	51%	34%	63%	50%	35%	60%	48%	44%
No	49%	66%	37%	50%	65%	40%	52%	56%
	N=135	N=141	N=73	N=63	N=83	N=201	N=112	N=115

Question: Are you renting a vehicle during your stay in the metro Phoenix area?

Travel Party Size – Nearly two-thirds of out-of-area travel parties (63%) include one (12%) or two (51%) **adults**, while one of four include three or four adult members (Table 10-1).

About one of four out-of-area travel parties include at least one **child under 18** (23%) – typically one (9%) or two (8%) (Table 10-2). Out-of-area Diamondbacks attendees are especially likely to include at least one child in their travel party (42%).

As summarized in Table 10-3, and consistent with past studies, the **total** (adults plus children) out-of-area median travel party size is 2.0 people (Table 10-3). Highly consistent with the 2007 survey, a slight majority of total travel parties (51%) include one (10%) or two (41%) persons – with the balance having 3 to 4 (28%) or 5+ (21%) people. The Giants have the biggest median out-of-area total party size (3.0 people).

Table 10-1
Travel Party Size
(Among Out-of-Area Visitors)
(Adults)

	2012 Total	Team						
		Arizona Diamond- backs	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
1 adult	12%	12%	6%	12%	16%	15%	14%	20%
2 adults	51%	58%	72%	46%	57%	51%	51%	42%
3 to 4 adults	24%	16%	18%	26%	20%	23%	24%	22%
5 or more adults	13%	14%	4%	16%	6%	11%	10%	17%
	N=1750	N=115	N=147	N=128	N=59	N=85	N=210	N=84

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
1 adult	8%	16%	7%	12%	18%	8%	9%	15%
2 adults	52%	49%	52%	40%	50%	40%	48%	50%
3 to 4 adults	27%	23%	21%	35%	22%	28%	24%	26%
5 or more adults	13%	12%	19%	13%	10%	23%	19%	10%
	N=135	N=141	N=73	N=63	N=83	N=201	N=112	N=115

Question: Including yourself, how many people – adults and children – are in your traveling party to the metro Phoenix area?

Table 10-2

Travel Party Size
 (Among Out-of-Area Visitors)
 (Children Under 18)

	2012 Total	Team						
		Arizona Diamond- backs	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
No children	77%	58%	80%	79%	74%	88%	68%	79%
1 child	9%	10%	7%	9%	8%	5%	14%	9%
2 children	8%	12%	8%	5%	9%	3%	10%	7%
3 to 4 children	4%	7%	5%	4%	9%	3%	7%	4%
5 or more children	2%	12%	0%	3%	0%	1%	1%	1%
	N=1750	N=115	N=147	N=128	N=59	N=85	N=210	N=84

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
No children	79%	85%	82%	83%	86%	71%	88%	76%
1 child	8%	6%	7%	10%	7%	13%	1%	8%
2 children	9%	4%	6%	4%	4%	11%	7%	12%
3 to 4 children	2%	2%	3%	2%	3%	4%	4%	3%
5 or more children	1%	2%	1%	1%	0%	1%	0%	1%
	N=135	N=141	N=73	N=63	N=83	N=201	N=112	N=115

Question: Including yourself, how many people – adults and children – are in your traveling party to the metro Phoenix area?

Table 10-3

Travel Party Size
(Among Out-of-Area Visitors)
(Total Party)

	1993 Total	1998 Total	2003 Total	2007 Total	2012 Total
1 person	12%	10%	11%	8%	10%
2 people	40%	48%	44%	43%	41%
3 to 4 people	30%	27%	31%	29%	28%
5 or more people	18%	15%	14%	20%	21%
Median party size	1.9	1.8	1.9	2.0	2.0
			N=1287	N=1464	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
1 person	10%	3%	12%	14%	12%	9%	13%
2 people	44%	56%	35%	43%	46%	39%	38%
3 to 4 people	18%	33%	30%	24%	26%	30%	27%
5 or more people	28%	8%	23%	19%	16%	22%	22%
Median party size	1.9	1.8	2.2	1.8	1.8	2.1	2.0
	N=115	N=147	N=128	N=59	N=85	N=210	N=84

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
1 person	4%	14%	7%	12%	16%	5%	8%	11%
2 people	44%	42%	44%	34%	45%	30%	40%	40%
3 to 4 people	30%	27%	26%	34%	24%	29%	30%	33%
5 or more people	22%	17%	24%	21%	15%	36%	22%	16%
Median party size	2.1	1.9	2.0	2.2	1.8	3.0	2.1	2.0
	N=135	N=141	N=73	N=63	N=83	N=201	N=112	N=115

Question: Including yourself, how many people – adults and children – are in your traveling party to the metro Phoenix area?

Game Party Size – Among all attendees (local and out-of-area), more than seven of ten game parties (72%) include 2 (44%) or 3 to 4 (28%) **adults** (Table 11-1). Just 13% are single-person, adult-only attendees. A slightly larger share of game parties include 5+ adults (15%), more often Giants attendees.

One of four game parties (both local and out-of-area) include at least one **child under 18**, most often one (10%) or two (8%) children (Table 11-2). Rockies (34%), Rangers (32%) and Diamondbacks (32%) game parties are most likely to include at least one child under the age of 18.

The **total** (adults plus children) median game party size is 2.3 persons (Table 11-3), unchanged since the 2007 study. As we have found in the past, nine of ten game parties include at least two people, and a majority (54%) are comprised of three or more persons. As we found in 2007, the median total travel party size of local attendees (2.3) is slightly larger than out-of-area attendees (2.2). The Giants have the highest median game party (2.8), while the Reds and Padres have the lowest (1.8 each).

Table 11-1

**Game Party Size
(Adults)**

	2012 Total	Place of Residence	
		Phoenix Metro	Out of Area
1 adult	13%	16%	11%
2 adults	44%	39%	48%
3 to 4 adults	28%	29%	26%
5 or more adults	15%	16%	15%
	N=3004	N=1254	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
1 adult	9%	9%	12%	16%	18%	11%	26%
2 adults	43%	53%	43%	55%	40%	49%	41%
3 to 4 adults	30%	30%	27%	23%	32%	26%	22%
5 or more adults	17%	8%	19%	6%	11%	14%	11%
	N=330	N=270	N=192	N=108	N=132	N=320	N=135

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
1 adult	14%	14%	18%	9%	18%	8%	12%	13%
2 adults	38%	44%	37%	44%	45%	39%	42%	50%
3 to 4 adults	26%	26%	28%	31%	25%	29%	30%	26%
5 or more adults	22%	16%	17%	16%	12%	24%	16%	11%
	N=228	N=213	N=156	N=102	N=162	N=294	N=180	N=182

Question: Including yourself, how many people – adults and children – are attending this game with you today?

Table 11-2

Game Party Size (Children Under 18)

	2012 Total	Place of Residence	
		Phoenix Metro	Out of Area
No children	76%	76%	76%
1 child	10%	11%	9%
2 children	8%	9%	8%
3 to 4 children	4%	3%	4%
5 or more children	2%	2%	2%
	N=3004	N=1254	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
No children	68%	82%	74%	74%	84%	66%	79%
1 child	11%	8%	9%	12%	8%	13%	7%
2 children	11%	6%	9%	7%	3%	12%	8%
3 to 4 children	6%	4%	5%	5%	4%	8%	4%
5 or more children	4%	0%	2%	2%	1%	2%	2%
	N=330	N=270	N=192	N=108	N=132	N=320	N=135

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
No children	84%	77%	81%	80%	82%	76%	82%	68%
1 child	8%	13%	8%	11%	8%	12%	4%	11%
2 children	6%	6%	8%	7%	6%	8%	10%	14%
3 to 4 children	2%	2%	3%	2%	3%	4%	3%	4%
5 or more children	1%	2%	1%	1%	2%	1%	1%	3%
	N=228	N=213	N=156	N=102	N=162	N=294	N=180	N=182

Question: Including yourself, how many people – adults and children – are attending this game with you today?

Table 11-3

Game Party Size (Total Party)

	1993 Total	1998 Total	2003 Total	2007 Total	2012 Total	Place of Residence	
						Phoenix Metro	Out of Area
1 person	10%	10%	10%	7%	10%	12%	8%
2 people	36%	44%	36%	38%	36%	33%	39%
3 to 4 people	36%	28%	34%	32%	31%	32%	31%
5 or more people	18%	18%	20%	22%	23%	24%	23%
Median party size	2.2	1.9	3.1	2.3	2.3	2.3	2.2
			N=2449	N=2406	N=3004	N=1254	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
1 person	4%	6%	9%	11%	16%	6%	20%
2 people	35%	44%	35%	48%	34%	38%	34%
3 to 4 people	30%	37%	29%	26%	32%	29%	31%
5 or more people	30%	13%	26%	16%	18%	26%	15%
Median party size	2.7	2.0	2.4	1.8	2.0	2.4	1.9
	N=330	N=270	N=192	N=108	N=132	N=320	N=135

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
1 person	12%	10%	15%	9%	16%	5%	11%	9%
2 people	31%	38%	30%	36%	40%	32%	34%	36%
3 to 4 people	30%	34%	32%	31%	28%	32%	34%	33%
5 or more people	28%	18%	23%	24%	17%	32%	21%	21%
Median party size	2.5	2.1	2.3	2.3	1.8	2.8	2.3	2.3
	N=228	N=213	N=156	N=102	N=162	N=294	N=180	N=182

Question: Including yourself, how many people – adults and children – are attending this game with you today?

Number of Games Attended – Consistent with the 2007 study, a slight majority (51%) indicate that they intended to attend two (20%), three (18%) or four (13%) spring training games in metro Phoenix during the 2012 Cactus League season. There are slightly more single-game attendees (19%, up from 16% in 2007), which is offset by an increase in the percentage of attendees who said they will attend 5+ games (29%, up from 27%). The median games attended in 2012 is 2.6, which is highly consistent with the last three studies (2.6-2.8). Median game attendance is slightly higher among out-of-area attendees (2.7) as compared to local residents (2.5). One of four local residents say they attended just one 2012 spring training game (up from 18% in 2007). The range of median game attendance is from 1.9 for the Cubs to 3.0 for the Mariners.

Table 12

Number of Games Attended

	1993 Total	1998 Total	2003 Total	2007 Total	2012 Total	Place of Residence	
						Phoenix Metro	Out of Area
1 game	16%	17%	19%	16%	19%	24%	16%
2 games	17%	20%	19%	21%	20%	18%	21%
3 games	16%	17%	17%	20%	18%	17%	19%
4 games	14%	13%	10%	13%	13%	11%	14%
5 games	10%	9%	9%	8%	9%	8%	10%
6 to 10 games	18%	15%	16%	14%	14%	15%	13%
More than 10 games	9%	9%	9%	5%	6%	6%	6%
Don't know/No answer/Refused	–	–	–	3%	1%	0%	1%
Median games	3.1	2.8	2.7	2.6	2.6	2.5	2.7
			N=2444	N=2406	N=3004	N=1254	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
1 game	22%	22%	19%	17%	19%	24%	17%
2 games	19%	30%	20%	23%	16%	18%	13%
3 games	20%	16%	16%	19%	16%	20%	24%
4 games	13%	11%	9%	10%	12%	14%	12%
5 games	10%	6%	12%	12%	12%	7%	11%
6 to 10 games	9%	9%	19%	10%	18%	14%	18%
More than 10 games	7%	7%	5%	9%	8%	3%	4%
Don't know/No answer/Refused	0%	0%	1%	0%	1%	0%	1%
Median games	2.4	1.9	2.7	2.5	2.9	2.4	2.8
	N=330	N=270	N=192	N=108	N=132	N=320	N=135

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
1 game	14%	22%	20%	18%	17%	18%	13%	19%
2 games	23%	21%	17%	14%	22%	18%	21%	16%
3 games	20%	15%	17%	23%	16%	23%	15%	16%
4 games	16%	13%	11%	19%	11%	14%	16%	14%
5 games	6%	8%	5%	9%	10%	10%	12%	12%
6 to 10 games	12%	16%	19%	15%	18%	11%	15%	19%
More than 10 games	8%	4%	10%	1%	6%	5%	6%	2%
Don't know/No answer/Refused	1%	0%	1%	1%	0%	1%	2%	1%
Median games	2.6	2.5	2.8	2.8	2.7	2.6	3.0	2.9
	N=228	N=213	N=156	N=102	N=162	N=294	N=180	N=182

Question: Including today's game, how many spring training games will you attend in Arizona this season?

Party Game Spending Patterns – Median party game spending (including gas, tickets, food, drink and the like) continues to increase progressively, from \$66.30 in 2003 to \$102.91 in 2007 to \$116.67 in 2012. As we have found in previous studies, median party game spending is higher among out-of-area attendees (\$126.67) as compared to local attendees (\$108.42). Still, compared to 2007, median party game spending is higher for both out-of-area (from \$110.31 to \$126.67) and local (from \$76.99 to \$108.42) attendees. In addition, median party per game spending is over \$100 regardless of team. Median party game spending ranges from \$100.00 for the Athletics to \$202.26 for the Giants.

Table 13 Party Game Spending Patterns

	1998 Total	2003 Total	2007 Total	2012 Total	Place of Residence	
					Phoenix Metro	Out of Area
Under \$20.00	5%	5%	2%	1%	1%	1%
\$20.00 to \$39.99	23%	22%	8%	6%	8%	5%
\$40.00 to \$59.99	9%	8%	18%	12%	14%	10%
\$60.00 to \$79.99	22%	23%	14%	12%	14%	10%
\$80.00 to \$99.99	8%	6%	4%	4%	5%	4%
\$100.00 to \$119.99	7%	8%	15%	18%	19%	18%
\$120.00 to \$139.99	7%	8%	4%	5%	5%	6%
\$140.00 to \$159.99	3%	3%	7%	10%	9%	10%
\$160.00 to \$199.99	3%	3%	1%	3%	2%	3%
\$200.00 or more	13%	13%	25%	29%	22%	34%
Median spending	\$64.81	\$66.30	\$102.91	\$116.67	\$108.42	\$126.67
		N=2425	N=2330	N=2980	N=1240	N=1740

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Under \$20.00	1%	0%	2%	2%	0%	2%	2%
\$20.00 to \$39.99	8%	3%	6%	8%	14%	5%	8%
\$40.00 to \$59.99	14%	11%	9%	17%	18%	14%	15%
\$60.00 to \$79.99	12%	10%	10%	11%	13%	10%	11%
\$80.00 to \$99.99	5%	3%	4%	4%	2%	3%	9%
\$100.00 to \$119.99	22%	16%	12%	21%	21%	26%	15%
\$120.00 to \$139.99	9%	10%	3%	6%	4%	3%	3%
\$140.00 to \$159.99	10%	14%	13%	8%	9%	8%	9%
\$160.00 to \$199.99	2%	6%	2%	0%	2%	2%	3%
\$200.00 or more	18%	28%	39%	24%	17%	30%	25%
Median spending	\$109.09	\$134.00	\$146.15	\$107.62	\$102.86	\$112.31	\$106.67
	N=328	N=269	N=191	N=107	N=130	N=314	N=133

-Table 13 continued on next page-

Table 13 (Cont'd)

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Under \$20.00	0%	1%	0%	2%	2%	2%	2%	2%
\$20.00 to \$39.99	3%	4%	9%	7%	9%	4%	8%	9%
\$40.00 to \$59.99	6%	8%	19%	23%	16%	4%	8%	9%
\$60.00 to \$79.99	10%	13%	12%	13%	16%	8%	13%	16%
\$80.00 to \$99.99	8%	2%	6%	5%	4%	4%	5%	5%
\$100.00 to \$119.99	18%	18%	18%	10%	17%	12%	21%	19%
\$120.00 to \$139.99	5%	6%	4%	3%	5%	4%	4%	3%
\$140.00 to \$159.99	10%	12%	11%	11%	9%	6%	12%	8%
\$160.00 to \$199.99	3%	2%	1%	3%	3%	2%	4%	3%
\$200.00 or more	37%	32%	20%	22%	19%	53%	22%	25%
Median spending	\$140.00	\$133.33	\$104.44	\$100.00	\$103.53	\$202.26	\$113.33	\$109.47
	N=227	N=212	N=155	N=102	N=160	N=293	N=179	N=181

Question: If you were to count all of your expenses for your party to attend today's game – including gas, tickets, food and drinks and the like – how much would you estimate it cost you and your party to attend today's game? Please include any pre- or post-game spending at such places as restaurants, bars, souvenir shops and the like..

Number of Arizona Spring Training Seasons Attended – New to the current study, all attendees were asked how many Arizona spring training seasons they have attended (not including the 2012 season). Two of ten indicate are first time attendees, who have not gone to Arizona spring training games in the past. These are most likely to be out-of-area visitors (25% versus 12% of locals) and Royals attendees (36%). Among the rest, one of four have attended one or two seasons (13% each) – while three of ten have attended for 6+ seasons (including 14% more than ten seasons). The median number of seasons attended is 2.3, which is much higher for locals (3.3) than out-of-area visitors (1.7). The Padres have the highest median seasons attended (3.2), while the Dodgers and the White Sox have the lowest (1.7 each).

Table 14 Number of Arizona Spring Training Seasons Attended
(Not Including Current Season)

	2012 Total	Place of Residence	
		Phoenix Metro	Out of Area
None	20%	12%	25%
1 season	13%	10%	16%
2 seasons	13%	12%	13%
3 seasons	12%	14%	12%
4 seasons	7%	6%	7%
5 seasons	6%	7%	5%
6 to 10 seasons	15%	20%	12%
More than 10 seasons	14%	19%	10%
Don't know/No answer/Refused	1%	1%	0%
Median seasons	2.3	3.3	1.7
	N=3004	N=1254	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
None	10%	18%	23%	24%	23%	22%	36%
1 season	15%	12%	17%	10%	12%	10%	4%
2 seasons	12%	12%	15%	15%	16%	15%	12%
3 seasons	15%	13%	9%	12%	10%	10%	11%
4 seasons	5%	4%	6%	12%	8%	6%	8%
5 seasons	8%	8%	5%	4%	5%	4%	4%
6 to 10 seasons	18%	15%	9%	12%	14%	16%	14%
More than 10 seasons	16%	18%	14%	10%	12%	16%	10%
Don't know/No answer/ Refused	0%	1%	1%	1%	0%	2%	1%
Median seasons	2.9	2.6	1.7	2.1	1.9	2.3	1.8
	N=330	N=270	N=192	N=108	N=132	N=320	N=135

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
None	20%	26%	25%	16%	16%	20%	13%	17%
1 season	11%	16%	10%	18%	14%	15%	16%	10%
2 seasons	16%	12%	10%	10%	8%	11%	9%	17%
3 seasons	18%	16%	7%	7%	10%	14%	14%	11%
4 seasons	6%	6%	6%	14%	10%	4%	11%	6%
5 seasons	5%	4%	8%	6%	5%	6%	7%	9%
6 to 10 seasons	12%	11%	20%	17%	20%	14%	18%	18%
More than 10 seasons	10%	9%	12%	11%	16%	16%	12%	11%
Don't know/No answer/ Refused	1%	1%	2%	0%	0%	1%	0%	1%
Median seasons	2.2	1.7	2.7	2.9	3.2	2.3	2.9	2.5
	N=228	N=213	N=156	N=102	N=162	N=294	N=180	N=182

Question: How many Arizona spring training seasons have you attended (not including this season)?

Other Activities Participated In During Trip – The most popular activities participated in by out-of-area attendees during their stay in the metro Phoenix area for spring training games include:

- **Shopping** (31%, up from 29% in 2007. This continues to be the most popular non-baseball related activity, particularly among women, higher income households and Athletics attendees.)
- **Fine dining** (30%, up from 25% in 2007. Especially popular among out-of-area Giants and Athletics attendees.)
- **Sightseeing/Touring** (28%, up slightly from 26% in 2007. Women, those 55+ and Cubs or Brewers attendees are more likely to engage in sightseeing.)
- **Visit family/friends** (27%, up from 21% in 2007. Popular regardless of gender, age [slightly lower only the youngest attendees] or household income. Highest among Rockies attendees.)

Other activities participated in by out-of-area attendees during their visit include the following:

- **Golf** (14%, down from 21%)
- **Night life** (13%, down from 18%)
- **Visit casinos/gambling** (11%, up from 8%)
- **Hiking/Biking** (8%, up from 6%)
- **Sporting (non-baseball) events** (8%, up from 6%)
- **Visit museums/art galleries** (7%, down slightly from 8%)
- **Visit national/state parks** (5%, down from 7%)
- **Visit historic sites** (unchanged at 5%)
- **Visit a winery/brewery** (5%, new to the 2012 study)

Nearly two of ten out-of-area visitors indicate that they would not participate in any other activities during their stay in the Phoenix metro area (17%, up from 11% in 2007). These tend to be the youngest participants (24 or under) and Padres attendees.

Table 15 Other Activities Participated in During Trip
(Among Out-of-Area Visitors)

	2007 Total	2012 Total	Team						
			Arizona Diamond- backs	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Shopping	29%	31%	37%	35%	43%	31%	29%	28%	35%
Fine dining	25%	30%	28%	33%	27%	24%	27%	24%	21%
Sightseeing/Touring	26%	28%	16%	43%	28%	39%	26%	15%	25%
Visit family/friends	21%	27%	19%	20%	38%	28%	19%	46%	29%
Play golf	21%	14%	16%	9%	12%	16%	15%	18%	16%
Night life	18%	13%	10%	12%	22%	9%	9%	16%	20%
Visit casinos/Gambling	8%	11%	9%	11%	19%	10%	17%	11%	11%
Hiking/Biking	6%	8%	12%	9%	5%	16%	7%	8%	13%
Sporting (non-baseball) events	6%	8%	7%	3%	6%	12%	10%	7%	7%
Visit museums/Art galleries	8%	7%	5%	2%	7%	4%	14%	8%	7%
Visit national/State parks	7%	5%	5%	7%	9%	10%	5%	4%	7%
Visit historic sites	5%	5%	2%	2%	2%	6%	2%	5%	4%
Visit a winery/Brewery	–	5%	2%	3%	7%	2%	6%	8%	8%
None	11%	17%	19%	19%	15%	14%	22%	16%	23%
	N=1153	N=1750	N=115	N=147	N=128	N=59	N=85	N=210	N=84

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Shopping	32%	24%	30%	50%	19%	26%	30%	28%
Fine dining	36%	19%	32%	58%	22%	41%	26%	28%
Sightseeing/Touring	32%	34%	49%	26%	23%	28%	32%	17%
Visit family/friends	24%	22%	22%	17%	20%	23%	30%	27%
Play golf	14%	8%	5%	16%	14%	15%	24%	16%
Night life	12%	9%	13%	26%	5%	12%	11%	16%
Visit casinos/Gambling	14%	8%	13%	14%	6%	8%	13%	10%
Hiking/Biking	9%	6%	6%	8%	9%	7%	5%	8%
Sporting (non-baseball) events	6%	8%	4%	4%	10%	8%	11%	12%
Visit museums/Art galleries	4%	8%	4%	6%	6%	5%	15%	6%
Visit national/State parks	6%	4%	3%	1%	1%	3%	9%	3%
Visit historic sites	8%	6%	2%	9%	4%	6%	9%	4%
Visit a winery/Brewery	3%	1%	6%	6%	2%	6%	4%	2%
None	20%	17%	17%	8%	29%	15%	12%	16%
	N=135	N=141	N=73	N=63	N=83	N=201	N=112	N=115

Question: During your stay in the metro Phoenix area for spring training games, what other types of activities, if any, have you or will you participate in?

Visitation of Other Destinations in Arizona While in Metro Phoenix Area for Spring Training – In line with the 2007 study, one of four out-of-area visitors say they have or will visit other destinations in Arizona while in the Phoenix metro area for spring training. Women and older (55+) visitors – as well as out-of-area Cubs (36%) or Reds (39%) attendees – are more apt to visit other Arizona destinations.

Table 16 Visitation of Other Destinations in Arizona While in Metro Phoenix Area for Spring Training (Among Out-of-Area Visitors)

	2007 Total	2012 Total
Yes	25%	26%
No	75%	74%
	N=1460	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Yes	23%	36%	30%	39%	31%	22%	26%
No	77%	64%	70%	61%	69%	78%	74%
	N=115	N=147	N=128	N=59	N=85	N=210	N=84

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Yes	28%	25%	33%	23%	28%	17%	28%	16%
No	72%	75%	67%	77%	72%	83%	72%	84%
	N=135	N=141	N=73	N=63	N=83	N=201	N=112	N=115

Question: Have you or will you visit any other destinations in Arizona (in addition to the Phoenix metro area) while you are here for this year's spring training?

Other Arizona Areas Visited – The one of four out-of-area visitors who have/will visit other destinations in Arizona while in Phoenix for spring training were provided a color-printed region map of the state and asked to identify the areas visited. The most-visited regions include:

- **North Central Arizona** (Sedona, Prescott, Payson, Globe) (42%, most often visited by women, attendees 55 or older and Reds or Royals attendees.)
- **Northern Arizona** (Grand Canyon, Flagstaff, Monument Valley) (30%, with increased visitation among 35 to 54 year-olds and Reds or Athletics attendees.)
- **Tucson/Southern Arizona** (Tucson, Nogales, Tombstone, Bisbee) (28%, more often men, the oldest visitors [65+] and Diamondbacks attendees.)

Overall, one of ten each visited **West Coast Arizona** (Yuma, Lake Havasu, Kingman) and/or **Phoenix & Central Arizona** (Apache Junction, Queen Creek, Casa Grande, Cave Creek).

Table 16a

Other Arizona Areas Visited (Among Out-of-Area Visitors)

	2012 Total	Team						
		Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
North Central AZ (Sedona, Prescott, Payson, Globe)	42%	31%	51%	53%	60%	30%	38%	66%
Northern AZ (Grand Canyon, Flagstaff, Monument Valley)	30%	15%	33%	32%	46%	25%	31%	17%
Tucson/Southern AZ (Tucson, Nogales, Tombstone, Bisbee)	28%	54%	20%	24%	33%	38%	31%	24%
West Coast AZ (Yuma, Lake Havasu, Kingman)	10%	23%	3%	16%	5%	8%	10%	10%
Phoenix & Central AZ (Apache Junction, Queen Creek, Casa Grande, Cave Creek)	10%	8%	10%	8%	12%	20%	10%	10%
Don't know/Refused	6%	8%	0%	3%	0%	2%	3%	3%
	N=453	N=26	N=53	N=38	N=23	N=26	N=46	N=22

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
North Central AZ (Sedona, Prescott, Payson, Globe)	39%	48%	32%	29%	34%	26%	36%	42%
Northern AZ (Grand Canyon, Flagstaff, Monument Valley)	21%	27%	42%	48%	41%	44%	13%	32%
Tucson/Southern AZ (Tucson, Nogales, Tombstone, Bisbee)	24%	24%	26%	24%	31%	13%	39%	21%
West Coast AZ (Yuma, Lake Havasu, Kingman)	6%	15%	3%	24%	14%	9%	19%	0%
Phoenix & Central AZ (Apache Junction, Queen Creek, Casa Grande, Cave Creek)	12%	9%	3%	29%	0%	4%	19%	5%
Don't know/Refused	12%	3%	6%	5%	10%	22%	6%	16%
	N=38	N=35	N=24	N=14	N=23	N=34	N=31	N=19

Question: Where have you or will you visit?

Reasons for Not Visiting Other Destinations in Arizona – The three of four out-of-area visitors who did *not* visit other destinations in Arizona during their stay in Phoenix for spring training were asked why. Two-thirds explain they visited the Phoenix metro **just to see the games** – particularly men, 35 to 44 year-olds and White Sox, Rockies or Diamondbacks attendees. Among the rest (and allowing for multiple mention), 28% say they **don't have time** to visit other Arizona locations. These to be the youngest visitors and Athletics or Rangers attendees. Significantly, just 3% indicate that they **don't know where to go**.

Table 16b Reasons for Not Visiting Other Destinations in Arizona
(Among Out-of-Area Visitors)

	2012 Total	Team						
		Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Just here to see games	68%	82%	76%	78%	66%	57%	78%	72%
Don't have time	28%	16%	26%	12%	30%	33%	22%	19%
Don't know where to go	3%	4%	0%	8%	0%	0%	2%	4%
Family	2%	0%	0%	0%	10%	3%	6%	0%
	N=1297	N=89	N=94	N=90	N=36	N=59	N=163	N=62

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Just here to see games	60%	72%	71%	52%	77%	62%	62%	53%
Don't have time	36%	32%	22%	44%	19%	29%	40%	43%
Don't know where to go	6%	2%	3%	3%	3%	4%	2%	0%
Family	0%	0%	2%	0%	1%	3%	1%	1%
	N=97	N=105	N=49	N=48	N=60	N=168	N=81	N=96

Question: Why won't you visit any other destinations in Arizona?

Level of Interest in Various Arizona Attractions – Out-of-area visitors were read 12 Arizona attractions or activities and asked to rate their degree of interest in each using a “1-to-5” scale, where “5” means “very interested” and “1” means “not interest at all.” Results are summarized in Table 17, ranked by average score.

Clearly, the two Arizona attractions that attract the most visitor interest include:

- **Grand Canyon** (48% are “very interested” [a “5” on the rating scale], and another 16% are “somewhat interested” – compared to only 15% not interested [3.9 average score]. There is interest in the Grand Canyon regardless of gender, age or household income – with higher scores among Giants, Rangers, Cubs, Dodgers or Mariners attendees.)
- **Sedona** (One-half are interested to some degree [33% strongly], compared to 21% not interested [3.5 average score]. Women, visitors 45 or older and Cubs or Angels attendees indicate the most interest in visiting Sedona.)

Each of the remaining attractions/activities evaluated elicit more disinterest than interest overall, including:

- **Tucson** (35% no interest versus 24% interested, 2.8 average score. Cubs attendees and those under 25 express some interest in visiting Tucson.)
- **Lake Havasu** (41% no interest versus 26% interested, 2.7 average score. Interest skews younger [under 35] and is marginally higher among Cubs or Dodgers attendees.)
- **Tombstone** (40% no interest versus 25% interested, 2.7 average score.)
- **Outdoor adventure** (40% no interest versus 25% interested, 2.7 average score. Some elevated interest among those under 35, lower income-types and Brewers attendees.)
- **Flagstaff** (41% no interest versus 25% interested, 2.7 average score. Cubs or Brewers fans indicate some increased interest.)
- **Monument Valley** (43% no interest versus 21% interested, 2.6 average score.)
- **Wineries** (51% no interest versus 20% interested, 2.4 average score.)
- **White Mountains** (49% no interest versus 18% interested, 2.4 average score.)
- **Yuma** (59% no interest versus 11% interested, 2.1 average score.)
- **Birding** (66% no interest versus 8% interested, 1.9 average score.)

Table 17 Level of Interest in Various Arizona Attractions
(Among Out-of-Area Visitors)

(2012 N=1750)	Very Interested (5)	Interested (4)	Neutral (3)	Little Interest (2)	No Interest At All (1)	Avg Score on 1-5 Scale
Grand Canyon	48%	16%	22%	4%	11%	3.9
Sedona	33%	18%	27%	5%	16%	3.5
Tucson	14%	10%	40%	11%	24%	2.8
Lake Havasu	14%	12%	33%	11%	30%	2.7
Tombstone	12%	13%	35%	12%	28%	2.7
Outdoor adventure	12%	13%	34%	11%	29%	2.7
Flagstaff	11%	14%	35%	12%	29%	2.7
Monument Valley	11%	10%	35%	11%	32%	2.6
Wineries	10%	10%	30%	12%	39%	2.4
White Mountains	8%	10%	34%	12%	37%	2.4
Yuma	5%	6%	30%	12%	47%	2.1
Birding	4%	4%	24%	11%	55%	1.9

Question: What is your level of interest in the following Arizona attractions on a scale of “1-to-5,” where a “1” is no interest at all, a “3” is neutral and a “5” means “very interested”? You can give me any number between “1” and “5.”

Sources Used for Planning Trip – Among out-of-area visitors, the Internet is clearly the primary source for information and research for planning their trip.

The most often used website is **CactusLeague.com** (37%) – named regardless of gender, age or income (lower only among those 65+). Highest usage among Rockies, Rangers, Diamondbacks or Royals attendees.

Other popular websites utilized for planning spring training trips include **Tripadvisor.com** (8%), **Arizonaguide.com** (7%), **Google** (5%) and/or a **team website** (5%).

Fewer say their spring training trip planning is accomplished by **friends** (5%) or **family** (4%). Some add that they have **previously attended** spring training (4%).

Overall, nearly 100 individual planning sources are identified by out-of-area visitors. Refer to Detailed Table 18 in the Appendix for a complete listing.

Table 18

**Sources Used for Planning Trip
(Among Out-of-Area Visitors)**

	2012 Total	Team						
		Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
CactusLeague.com	37%	46%	26%	35%	29%	39%	44%	52%
Tripadvisor.com	8%	6%	11%	6%	7%	6%	12%	10%
Arizonaguide.com	7%	8%	3%	4%	7%	8%	8%	3%
Friends plan it	5%	4%	2%	10%	4%	4%	4%	3%
Google	5%	2%	2%	10%	6%	5%	4%	7%
Team website	5%	6%	18%	4%	11%	5%	1%	3%
Other website	4%	17%	2%	4%	2%	5%	3%	4%
Know it/Been here previously	4%	4%	5%	2%	8%	3%	3%	5%
Family	4%	4%	0%	2%	10%	5%	3%	8%
	N=1750	N=115	N=147	N=128	N=59	N=85	N=210	N=84

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
CactusLeague.com	37%	30%	29%	35%	40%	33%	35%	46%
Tripadvisor.com	6%	7%	4%	5%	9%	15%	7%	2%
Arizonaguide.com	15%	6%	7%	9%	4%	9%	7%	2%
Friends plan it	4%	8%	7%	5%	5%	7%	7%	8%
Google	6%	4%	8%	2%	2%	10%	1%	3%
Team website	9%	3%	4%	1%	5%	2%	2%	0%
Other website	4%	3%	4%	9%	5%	5%	5%	0%
Know it/Been here previously	4%	4%	5%	2%	6%	7%	6%	2%
Family	4%	5%	0%	1%	2%	4%	8%	6%
	N=135	N=141	N=73	N=63	N=83	N=201	N=112	N=115

Question: In the course of planning your trip, how did you do your research?

Length of Time in Advance Trip Planned – Out-of-area spring training attendees plan their trips to the Phoenix metro area in advance. Four of ten plan their trip three months or more in advance, while a similar share plan their trip 1-2 (21%) or 2-3 (22%) months in advance. Few are “last minute” visitors who plan their trip less than one week in advance (3%). Most apt to be long-range (3+ months in advance) planners are women, those 65 or older and Royals, Reds, Athletics or Mariners attendees.

Table 19 **Length of Time in Advance Trip Planned**
(Among Out-of-Area Visitors)

	2012 Total	Team						
		Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Less than one week	3%	2%	3%	4%	3%	4%	2%	6%
1-2 weeks	6%	9%	3%	6%	6%	7%	5%	4%
3-4 weeks	7%	7%	6%	7%	7%	6%	11%	4%
1-2 months	21%	30%	16%	19%	16%	26%	25%	18%
2-3 months	22%	14%	28%	20%	21%	23%	26%	15%
3 months or more	40%	39%	46%	44%	47%	33%	31%	53%
	N=1749	N=115	N=147	N=128	N=59	N=85	N=210	N=84

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Less than one week	3%	4%	2%	5%	8%	3%	3%	2%
1-2 weeks	4%	9%	5%	4%	5%	7%	4%	13%
3-4 weeks	6%	10%	4%	4%	14%	7%	3%	7%
1-2 months	14%	24%	28%	23%	19%	16%	16%	25%
2-3 months	38%	17%	20%	15%	20%	26%	25%	15%
3 months or more	35%	36%	40%	48%	34%	42%	49%	38%
	N=133	N=141	N=73	N=63	N=83	N=201	N=112	N=115

Question: How far in advance did you plan this trip?

Means of Purchasing Game Tickets – Among all attendees, 45% indicate that they purchased their game tickets at the **stadium box office**. These are much more likely to be local (53%) than out-of-area (39%) attendees – as well as those attending a Reds, Rangers, Indians or Brewers home game.

About two of ten attendees purchase game tickets through **Ticketmaster** (22%) or a **team website** (18%). Both of these methods are utilized more often by out-of-area visitors, particularly Ticketmaster (25% versus 18% of locals). White Sox and Angels attendees are more apt to use Ticketmaster. Giants, Cubs or Diamondback attendees are more likely to visit a team website.

One of ten (regardless of place of residence) bought their tickets at **CactusLeague.com**. These tend to be Rockies attendees.

Table 20**Means of Purchasing Game Tickets**

	2012 Total	Place of Residence	
		Phoenix Metro	Out of Area
Stadium box office	45%	53%	39%
Ticketmaster	22%	18%	25%
Team website	18%	16%	19%
CactusLeague.com	10%	9%	12%
Other	5%	4%	5%
	N=3004	N=1254	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Stadium box office	37%	47%	46%	59%	62%	33%	51%
Ticketmaster	23%	16%	29%	17%	21%	27%	23%
Team website	26%	26%	12%	15%	11%	13%	12%
CactusLeague.com	11%	7%	9%	5%	6%	20%	7%
Other	3%	4%	4%	5%	2%	8%	8%
	N=330	N=270	N=192	N=108	N=132	N=320	N=135

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Stadium box office	28%	52%	61%	55%	58%	24%	45%	62%
Ticketmaster	33%	25%	10%	15%	20%	18%	25%	22%
Team website	23%	9%	20%	16%	10%	31%	13%	8%
CactusLeague.com	14%	9%	6%	8%	8%	13%	14%	6%
Other	2%	5%	3%	5%	3%	14%	3%	2%
	N=228	N=213	N=156	N=102	N=162	N=294	N=180	N=182

Question: When buying your tickets, did you purchase your tickets through...

Incidence of Having a Smartphone With Internet Access – Six of ten Cactus League attendees indicate that they have a smartphone with Internet access. This is the case among both local and out-of-area attendees, with increased usage among those 44 or younger, \$100,000+ income households and Giants attendees. Meanwhile, the majority of those 55 or older (particularly those 65+) and Cubs or Mariners attendees do not have a smartphone with Internet access.

Table 21 Incidence of Having a Smartphone With Internet Access

	2012 Total	Place of Residence	
		Phoenix Metro	Out of Area
Yes	60%	59%	60%
No/Refused	40%	41%	40%
	N=3004	N=1254	N=1750

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Yes	63%	46%	59%	58%	53%	63%	54%
No/Refused	37%	54%	41%	42%	47%	37%	46%
	N=330	N=270	N=192	N=108	N=132	N=320	N=135

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Yes	66%	65%	54%	64%	60%	75%	47%	60%
No/Refused	34%	35%	46%	36%	40%	25%	53%	40%
	N=228	N=213	N=156	N=102	N=162	N=294	N=180	N=182

Question: Do you have a smart phone with internet access?

Use of Smartphone Aside From Phone Calls – Among the six of ten Cactus League attendees that have smartphones with Internet access, fully 86% utilize them to make more than phone calls. The most often used smartphone feature is to **get directions/navigation** (62%) – especially among out-of-area visitors (70% versus 51% of local residents) and Mariners or White Sox attendees.

Other smartphone uses utilized by Cactus League attendees include:

- **Find nearby businesses** (39%, especially out-of-area visitors and Rockies, Royals or Mariners attendees.)
- **Destination websites** (36%, regardless of area of residence – with increased usage among Cubs or White Sox attendees.)
- **To buy tickets** (20%, including a similar share of out-of-area visitors and local residents. Higher usage among Brewers, Angels or White Sox attendees.)
- **Find coupons/discounts** (18%, more often local residents and White Sox or Brewers attendees.)

Others use their smartphones for **texting** (8%), **email** (6%), **as a camera** (4%) or **general Internet access** (4%). Nearly 40 smartphone uses are mentioned overall, turn to Detailed Table 20 in the Appendix for a complete listing.

Table 21a Use of Smartphone on This Trip Aside From Phone Calls
(Among Those With a Smartphone With Internet Access)

	2012 Total	Place of Residence	
		Phoenix Metro	Out of Area
Get directions/Navigation	62%	51%	70%
Find nearby businesses	39%	33%	43%
Destination websites	36%	35%	37%
Buy tickets	20%	21%	19%
Find coupons/Discounts	18%	21%	16%
Texts/Texting	8%	12%	6%
E-mail	6%	7%	5%
Camera/Pics	4%	4%	4%
Internet	4%	5%	3%
Nothing else/Only calls	15%	18%	13%
	N=1802	N=744	N=1058

-Table 21a continued on next page-

Table 21a (Cont'd)

	Team						
	Arizona Diamondbacks	Chicago Cubs	Chicago White Sox	Cincinnati Reds	Cleveland Indians	Colorado Rockies	Kansas City Royals
Get directions/Navigation	43%	60%	76%	58%	47%	67%	67%
Find nearby businesses	23%	32%	42%	29%	24%	52%	53%
Destination websites	30%	47%	52%	34%	16%	28%	38%
Buy tickets	15%	19%	30%	22%	4%	21%	24%
Find coupons/Discounts	13%	18%	32%	17%	5%	18%	18%
Texts/Texting	19%	8%	3%	11%	8%	5%	4%
E-mail	9%	2%	4%	15%	7%	5%	10%
Camera/Pics	7%	3%	10%	4%	5%	0%	5%
Internet	9%	0%	0%	10%	5%	6%	5%
Nothing else/Only calls	8%	17%	20%	15%	19%	22%	14%
	N=207	N=126	N=113	N=62	N=70	N=202	N=73

	Team							
	Los Angeles Angels	Los Angeles Dodgers	Milwaukee Brewers	Oakland Athletics	San Diego Padres	San Francisco Giants	Seattle Mariners	Texas Rangers
Get directions/Navigation	64%	70%	60%	58%	62%	68%	73%	54%
Find nearby businesses	41%	36%	40%	34%	34%	47%	50%	36%
Destination websites	42%	31%	38%	41%	39%	38%	27%	41%
Buy tickets	29%	14%	28%	18%	12%	25%	16%	16%
Find coupons/Discounts	26%	12%	30%	20%	10%	18%	16%	21%
Texts/Texting	5%	9%	12%	4%	7%	9%	1%	6%
E-mail	2%	10%	4%	0%	7%	7%	0%	4%
Camera/Pics	2%	12%	3%	6%	4%	1%	1%	1%
Internet	0%	8%	1%	0%	2%	5%	0%	2%
Nothing else/Only calls	16%	12%	19%	18%	13%	13%	14%	16%
	N=149	N=138	N=85	N=65	N=98	N=220	N=84	N=110

Question: Besides phone calls, how are you using your smart phone on this trip?

Attendee-Based Expenditure Impact Analysis

This section of our report includes an estimate of out-of-area Cactus League attendees' expenditure impact on the Arizona economy, utilizing the assumptions, calculation methods and other procedures established in the 1998 report. This method of analysis allows for the most direct, "apples-to-apples" comparison between the 1993, 1998, 2003, 2007 and 2012 impact estimates.

It is important to note that the tracking projects in this series do not attempt to gauge the total economic impact of the Cactus League, but only the impact of out-of-area attendees' expenditures. Such a total economic impact analysis is beyond the scope of this survey and would take into account a variety of additional economic factors such as tax revenue generation and spending by participating teams, the media, league officials, sponsors and vendors.

Consistent with the 1998, 2003 and 2007 studies, these two procedures were followed in the 2012 expenditure impact analysis:

1. **The analysis excludes any expenditures made by local attendees and includes only dollars spent by out-of-area attendees.** Local Cactus League expenditures are excluded from the analysis because it is assumed that spending on entertainment activities such as the Cactus League represents discretionary spending which would be spent on other entertainment areas (such as movies, recreation, dining, etc.) in the absence of the Cactus League.
2. **The analysis of out-of-area attendees expenditures are weighted by the degree of importance of their decision to visit Maricopa County to attend Cactus League games.** Specifically, if out-of-area attendees indicated the Cactus League was a **primary** reason for visiting Maricopa County, 100% of their expenditures are included. If it was a **major** reason, 75% of their expenditures are counted – while 25% of expenditures are included if the Cactus League was a **minor** reason for their visit. If out-of-area visitors said the Cactus League was **not a reason** for visiting Maricopa County, none of their expenditures are counted (for the same reason as stated in item 1 above).

The following displays summarize the Attendee-Based Expenditure Impacts for Maricopa County (Display 1) and Other Areas of Arizona (Display 2). Display 3 summarizes the overall Attendee-Based Expenditure Impacts for the State of Arizona, including a comparison to the 1993, 1998, 2003 and 2007 studies. All three displays include the estimated Direct Expenditures of 2012 Cactus League attendees, as well as the Total Expenditure Impact (utilizing the Regional Input-Output Modeling System [RIMS II] for Arizona prepared by the Regional Economic Analysis Division of the Bureau of Economic Analysis).

It is important to keep in mind key differences between the sample composition of the 2007 study when reviewing the 2012 Attendee-Based Expenditure Impact displays:

- **Three teams (Arizona Diamondbacks, Chicago White Sox and Colorado Rockies) were moved from Pima to Maricopa County, and three additional teams (Cincinnati Reds, Cleveland Indians and Los Angeles Dodgers) were added to Cactus League Spring Training.** Attendance of home games for all three relocated teams has increased, especially for the Rockies (from 57,359 to 182,565). The six teams play at three new facilities: Salt River Fields in Scottsdale, Goodyear Park, and Camelback Ranch in Glendale. Salt River Fields – the new facility at which the relocated Diamondbacks and Rockies play – has the two highest team attendance numbers for 2012. **Overall, Cactus League attendance has increased from 1,217,550 in 2007 to 1,712,042 in 2012.**

Attendee-Based Expenditure Impact Summary for Maricopa County – As summarized in Display 1, the estimated Direct Expenditures of Cactus League attendees in Maricopa County are \$198,832,925 (up from \$129,351,227 in 2007). These expenditures are based on 184,710 total out-of-area unique travel parties that visited Maricopa County (up from 120,083 in 2007). Consequently, the Total Attendee-Based Expenditure Impact for Maricopa County for the 2012 Cactus League season is \$364,381,218 – reflecting a 53.7% increase from \$237,049,059 in 2007.

Display 1 Attendee-Based Expenditure Impact Summary (Maricopa County)

Basis For Attendance Calculations

Total attendees ¹	1,712,042
Total out-of-area attendees (58.26% of total) ²	997,436
Total out-of-area travel parties (2.0 median travel party size) ²	498,718
Total out-of-area unique travel parties (2.7 games per travel party) ²	184,710
A. Number of unique travel parties that stayed at least 1 night and Cactus League <u>PRIMARY</u> reason for visit (100% of impact counted)	121,275
A1. Median <u>daily</u> spending per party	\$308
A2. Median nights in area	4.14
Product A (A x A1 x A2 x 1.00)	\$154,640,178
B. Number of unique travel parties that stayed at least 1 night and Cactus League <u>MAJOR</u> reason for visit (75% of impact counted)	35,253
B1. Median <u>daily</u> spending per party	\$295
B2. Median nights in area	4.73
Product B (B x B1 x B2 x .75)	\$36,892,705
C. Number of unique travel parties that stayed at least 1 night and Cactus League <u>MINOR</u> reason for visit (25% of impact counted)	18,999
C1. Median <u>daily</u> spending per party	\$255
C2. Median nights in area	5.54
Product C (C x C1 x C2 x .25)	\$6,709,972
D. Number of unique travel parties that stayed at least 1 night and Cactus League <u>NOT</u> reason for visit (0% of impact counted)	4,644
Product D	\$0
E. Number of unique travel parties that made day trip only	4,539
E1. Median spending per party, per game	\$100
E2. Median games attended	1.3
Product E (E x E1 x E2)	\$590,070
Grand Total Spending (Sum A + B + C + D + E)	\$198,832,925
Times RIMS II multiplier ³	1.8326
TOTAL ATTENDEE-BASED EXPENDITURE IMPACT	\$364,381,218

¹ Source: Cactus League Baseball Association

² Source: 2012 Cactus League Study

³ The multiplier of 1.8326 is derived using multiplier provided by the Regional Input-Output Modeling System (RIMS II) for Arizona by the Regional Economic Analysis Division of the Bureau of Economic Analysis.

Expenditure Impact Summary for Other Arizona – Overnight “side-trip” expenditures made by out-of-area 2012 Cactus League attendees to places outside the Phoenix metro area (i.e., Flagstaff, Tucson, Yuma, Nogales, the Grand Canyon, etc.) were based on 26.43% out-of-area overnight travelers. Applying this 26.43% “side trip” percentage to the 2012 results yields an estimated 47,167 total out-of-state travel parties that traveled outside Maricopa County (up from 29,058 in 2007) – with Direct Expenditures totaling \$31,608,219. This is more than a third greater than the 2007 estimate (\$23,481,866). The 2007 Total Attendee-Based Impact is \$57,925,222 – an increase of 34.6% from 2007 (\$43,032,868).

Display 2 Attendee-Based Expenditure Impact Summary (Other Arizona)

Basis For Attendance Calculations

Total attendees ¹	1,712,042
Total out-of-state attendees (56.06% of total) ²	959,771
Total out-of-state travel parties (1.97 median travel party size) ²	487,193
Total out-of-state unique travel parties (2.73 games per travel party) ²	178,459
Total out-of-state unique travel parties that traveled overnight to areas outside Maricopa and Pima (26.43%) ²	47,167
A. Number of unique travel parties traveled to other areas and Cactus League PRIMARY reason for visit (100% of impact counted)	26,395
A1. Median <u>daily</u> spending per party	\$308
A2. Median nights in other areas ³	2.9
Product A (A x A1 x A2 x 1.00)	\$23,576,014
B. Number of unique travel parties that traveled to other areas and Cactus League MAJOR reason for visit (75% of impact counted)	12,400
B1. Median <u>daily</u> spending per party	\$295
B2. Median nights in other areas ³	2.6
Product B (B x B1 x B2 x .75)	\$7,133,100
C. Number of unique travel parties that traveled to other areas and Cactus League MINOR reason for visit (25% of impact counted)	6,570
C1. Median <u>daily</u> spending per party	\$238
C2. Median nights in other areas ³	2.3
Product C (C x C1 x C2 x .25)	\$899,105
D. Number of unique travel parties that traveled to other areas and Cactus League NOT reason for visit (0% of impact counted)	1,802
Product D	\$0
Grand Total Spending (Sum A + B + C + D)	\$31,608,219
Times RIMS II multiplier ⁴	1.8326
TOTAL ATTENDEE-BASED EXPENDITURE IMPACT	\$57,925,222

¹ Source: Cactus League Baseball Association

² Source: 2012 Cactus League Study

³ Source: 1998 Cactus League Study

⁴ The multiplier of 1.8326 is derived using multiplier provided by the Regional Input-Output Modeling System (RIMS II) for Arizona by the Regional Economic Analysis Division of the Bureau of Economic Analysis.

Display 3 Expenditure Summary Comparison

FMR

**CACTUS LEAGUE ATTENDEE
TRACKING SURVEY**
(March, 2012)

Appendix

**Survey
Methodology
and Sample
Selection**

This project consists of a 3,004 attendance-balanced respondent, randomly-selected and statistically projectable sample of 2012 Cactus League baseball games in the Phoenix metropolitan area. All interviews were conducted among paid attendees, excluding attendees who were provided their admission free-of-charge.

All interviews for this project were conducted in-person between March 11th and April 1st, 2012 at ten locations in the Phoenix metropolitan area. Interviews were conducted at home games of each of the 15 Cactus League teams. A total of 3,003 interviews (approximately 200 per each home site) were conducted over a two-day period (including 100 weekday and 100 weekend interviews). Interviews were supervised by the FMR field staff, with stadium access facilitated by the Cactus League Association. Interviewing began approximately 30 minutes prior to each game and continued during the game until the quota was met. On average, each interview lasted approximately 8 minutes.

Survey respondents were informed that the study was being conducted “for the Cactus League Baseball Association regarding the economic impacts” of Cactus League baseball. Respondents were also told that “all responses will be kept confidential and used for research purposes only.”

**Statistical
Reliability**

The statistics in this report are subject to a degree of variation that is determined by sample (or sub-sample) size. All research data are subject to a certain amount of variation for this reason. This does not mean that the figures represented in the various tables are wrong. It means that each percentage represents a possible “range” of response. This is because the random sampling process, as well as human behavior itself, can never be perfect. For this sample, the statistical variation is $\pm 1.8\%$ under the most extreme circumstances – with a 95% confidence level. That is, when the percentages shown in the tables are near 50% (the most conservative situation), the actual behavior or attitude may range from 48.2% to 51.8%. The 95% confidence level means that if the survey were repeated 100 times, in 95 cases the same range of

response would result. Those percentages that occur at either extreme (for example, 10% or 90%) are subject to a smaller degree of statistical fluctuation (in this case, $\pm 1.1\%$).

Sub-samples, such as place of residence or team, have a higher degree of statistical fluctuation due to the smaller number of respondents in those groupings.

Confidence Intervals for a Given Percent
(at the 95% confidence level)

N=	Reported Percentage				
(Base for %)	10 or 90%	20 or 80%	30 or 70%	40 or 60%	50%
3,000	1.1%	1.4%	1.7%	1.8%	1.8%
2,400	1.2%	1.6%	1.8%	2.0%	2.0%
1,000	1.9%	2.5%	2.9%	3.1%	3.2%
500	2.7%	3.6%	4.1%	4.4%	4.5%
400	2.9%	3.9%	4.5%	4.8%	4.9%
300	3.3%	4.5%	5.1%	5.5%	5.7%
250	3.8%	5.0%	5.8%	6.2%	6.3%
200	4.2%	5.5%	6.4%	6.8%	6.9%
150	4.9%	6.6%	7.5%	8.0%	8.2%
100	5.9%	7.8%	9.0%	9.6%	9.8%
50	8.3%	11.1%	12.7%	13.6%	13.9%
25	11.8%	15.7%	18.0%	19.2%	19.6%

Example:

If the table shows that 20% of all respondents (when N=3,000) have a positive or negative attitude about a question category, the chances are 95 out of 100 that the true value is 20% ± 1.4 percentage points; that is, the range of response would be 18.6% to 21.4%.

Significance of Difference Between Percentages
(at the 95% confidence level)

Average of the Bases of Percentages Being Compared	Reported Percentage				
	10 or 90%	20 or 80%	30 or 70%	40 or 60%	50%
500	3.7%	4.9%	5.7%	6.1%	6.2%
250	5.2%	7.1%	8.1%	8.6%	8.8%
200	5.9%	7.8%	8.9%	9.6%	9.8%
150	6.8%	9.1%	10.3%	11.0%	11.3%
100	8.3%	11.0%	12.7%	13.6%	13.9%
50	11.7%	15.7%	18.0%	19.2%	19.7%
25	16.7%	22.2%	25.5%	27.2%	27.7%

Example:

If a table indicates that 35% of Arizona Diamondbacks attendees have a positive attitude toward a category of response, and that 26% of Colorado Rockies attendees have the same attitude, the following procedure should be used to determine if this attitude is due to chance:

The average base is 200 (rounded) for the reported percentages $(207+202)/2=204.5$. The average of the percentages is 30.0% – $(35+26)/2=30.5\%$. The difference between the percentages is 9%. Since 9% is greater than 8.9% (the figure in the table for this base and this percentage), the chances are 95 out of 100 that the attitude is significantly different between Diamondbacks and Rockies 2012 Cactus League attendees.



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

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

Council Meeting Date:	August 4, 2015	Contact Person:	Council Members Hall and Winters
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Discussion and consultation with outside counsel to receive legal advice regarding a proposed City Code change to move the reporting relationship of the City Attorney from the City Council to the City Manager, including the impact on existing employment contracts. A.R.S. 38-431.03(A)(3).

Motion:

I move to recess into Executive Session.

Background:

This item is being brought back after tabled by City Council on June 16, 2015 Regular Council Meeting.

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):



CITY OF SURPRISE
Regular City Council Meeting

August 4, 2015 @ 6:00:00 PM

Back Print

Council Meeting Date:	August 4, 2015	Contact Person:	Misty Leslie, City Attorney
Submitting Department:	Attorney's Office	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Discussions and consultation with designated representatives of the public body in order to consider its position and instruct its representatives regarding contracts the subject of negotiations and to receive legal advice specifically related to development agreements with Cobalt Medical Partners, LLC and with Surprise Holdings, LLC pursuant to 38-431.03(A)(3) & (4).

Motion:

I move to recess into Executive Session.

Background:

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):