



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

Tuesday, December 6, 2016 @ 6:00 PM
COUNCIL CHAMBERS

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- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS
- E. City Manager Report:
- F. City Attorney Report:
- G. City Clerk Report:
- H. Call To The Public:

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.

[Download the Call to the Public form](#) (PDF download requires [Adobe Acrobat Reader](#))

[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

The Call to the Public form is also available at the front counter.

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

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

I. Regular City Council Meeting Agenda:

Consent Agenda:

- | | | | |
|----|-------------------|---|---|
| 1. | District 5 | Consideration and action pertaining to approval of the re-plat of the final plat entitled "Marketplace at the City", dated November 2, 2016, a property generally located at the southwestern corner of North Litchfield Road and West Statler Boulevard. | None
Hobart
Wingard -
Community
Development |
| 2. | District Internal | Consideration and action pertaining to approval of an | None |

	<u>Intergovernmental Agreement with Maricopa County for acceptance of HOME grant funding in the amount of \$136,692 as part of the Maricopa County Housing Consortium; Resolution # 2016-129.</u>	Christina Ramirez, Human Service & Community Vitality
3.	District Citywide <u>Consideration and action on FY2017 budget amendment in the amount of \$129,200 by reallocating appropriations from contingency within the Grants Fund to the General Capital fund to provide additional funding for two (2) projects for the Cactus Road Medians and the 107th Avenue and Union Hills projects; Resolution # 2016-147.</u>	None Mike Gent, Public Works Director
4.	District 6 <u>Consideration and action pertaining to approval of street maintenance of the north half of Cactus Road, from N. Bullard Avenue to N. 143rd Avenue. This roadway was constructed as a part of Marley Park Phase 3, generally located on the northeast corner of Cactus Road and Bullard Avenue; Resolution # 2016-134.</u>	None Karl Zook, Public Works Department
5.	District Citywide <u>Consideration and action pertaining to a Fiscal Year 2017 budget amendment in the amount of \$843,253 for receipt of grant funding from the Department of Defense (DoD) Office of Economic Adjustment to help prevent the siting of energy projects from adversely affecting DoD's test, training, and military operations; Resolution #2016-150.</u>	None Eric Fitzer - Community Development
6.	District 1 <u>Consideration and action on the Final Plat to a 4.978 acre lot into four (4) new lots on a property generally ¼ mile south of Pinnacle Peak Road and east of 223rd Avenue.</u>	None Sergio Angulo - Community Development
7.	District 6 <u>Consideration and action pertaining to a Fiscal Year 2017 budget amendment in the amount of \$86,000 reallocating appropriations within the Sewer Utility Capital Fund from the SPA1 Recharge Expansion project to the Sluice Gate Repairs project for repairs within the Peoria Ave & Litchfield Rd Junction Structure of the Sluice gate; Resolution # 2016-148.</u>	None Terry Lowe Water Resource Management Director
8.	District 1 <u>Consideration and action to approve a request by applicant, Nicholas Guttilla on behalf of Winco #127, for a Sampling License to accompany an already existing liquor license (Series 09 - 09070343) located at 16925 W. Bell Road, Surprise, AZ. 85388.</u>	None Sherry Ann Aguilar, City Clerk
9.	District 6 <u>Consideration and action to approve a request by applicant, NGA Pham for a Series 12 (1207A817) - New License, LLC for PT Noodles located at 13749 N. Litchfield Road, G109, Surprise, AZ. 85374.</u>	None Sherry Ann Aguilar
10.	District Citywide <u>Consideration and action on the minutes of November 15, 2016 Regular City Council Meeting and the Special City Council Meeting of November 23, 2016.</u>	None Sherry Ann Aguilar, City Clerk

- | | | | |
|-----|-------------------|---|--|
| 11. | District Internal | <u>Consideration and action to approve the 2017 Council Meeting Calendar.</u> | None
Sherry Ann
Aguilar, City
Clerk |
|-----|-------------------|---|--|

Regular Agenda Item - Public Hearing:

- | | | | |
|-----|------------|--|---|
| 12. | District 6 | <u>Consideration and action pertaining to rezoning approximately 8.1 acres of property located on the west side of Litchfield Road ½ mile north of Peoria Avenue from Rural Residential (RR) to Business Park (BP); Ordinance # 2016-33.</u> | None
Hobart
Wingard -
Community
Development |
|-----|------------|--|---|

Regular Agenda Item - Non-Public Hearing:

- | | | | |
|-----|-------------------|--|---|
| 13. | District Citywide | <u>Consideration and action pertaining to approval of inter-fund cash transfers and loans for FY2016; Resolution # 2016-121.</u> | None
Lindsey
Duncan,
Finance
Director |
| 14. | District Citywide | <u>Consideration and action pertaining to the approval of two new fees; the residential assisted living fire inspection fee in the amount of \$150 and the treat and refer transport fee in the amount of \$203.80; Resolution #2016-92.</u> | None
Tom
Abbott, Fire
Chief |
| 15. | District Internal | <u>Consideration and action pertaining to adoption of the City's 2016 State Legislative Agenda.</u> | None
Deputy City
Manager
Nicole
Lance |

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

- | | | | |
|-----|-------------------|--|---|
| 16. | District Internal | <u>Consideration and action to enter into Executive Session to discuss and consider the Annual Performance Evaluations and 2016 position objectives for the City Manager and City Clerk pursuant to A.R.S. 38-431.03 (A)(1).</u> | None
Robert
Wingo, 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: December 1, 2016 at 2:20 PM

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



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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Council Meeting Date:	December 6, 2016	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	5
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the re-plat of the final plat entitled “Marketplace at the City”, dated November 2, 2016, a property generally located at the southwestern corner of North Litchfield Road and West Statler Boulevard.

Motion:

I move to approve the re-plat of the “Marketplace at the City” Final Plat, dated November 2, 2016.

Background:

Justin Evinger of Beck Consulting on behalf of Surprise Center Development Company LLC, SCDC/WEM-SUR, LLC, and Marketplace the City, LLC, seeks approval of an Amended Final Plat to allow for a 26,200 square foot medical office/retail building generally located at the southwestern corner of North Litchfield Road and West Statler Boulevard within the Surprise Center PAD. The plat that covers the southeastern corner of the Surprise Center PAD will provide a total of five (5) lots totaling approximately 86.68 acres.

Objective Analysis:

The proposed amended Final Plat will provide the mechanism needed to allow the owner to construct the Marketplace at Surprise facility while providing for reciprocal cross-access, which will in turn allow it to be developed in a manner that is consistent with the goals and policies of the General Plan.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [01 - FS16-398 MARKETPLACE AT THE CITY FP - FINAL PLAT - Vicinity Maps](#)
 - ☐ [02 - FS16-398 MARKETPLACE AT THE CITY FP - Final Plat](#)
 - ☐ [03 - FS16-398 MARKETPLACE AT THE CITY FP - FINAL PLAT - Site Plan](#)
 - ☐ [04 - FS16-398 MARKETPLACE AT THE CITY FP - FINAL PLAT - Elevations](#)
 - ☐ [05 - FS16-398 MARKETPLACE AT THE CITY FP - FINAL PLAT - Presentation](#)
 - ☐ [00-FS16-398 Market Place at The City-Final Plat-Staff Report](#)
-

VICINITY MAP



VICINITY MAP



DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT SCDC/WEM-SUR, LLC AND SURPRISE CENTER DEVELOPMENT COMPANY, LLC, AS OWNERS, HAS SUBDIVIDED UNDER THE NAME OF "MARKETPLACE AT THE CITY", SAID PLAT BEING A PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT 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 GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE PUBLIC 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 ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT A "CROSS-ACCESS 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 ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT A "CROSS-DRAINAGE EASEMENT" OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING SHARED COLLECTION AND CONVEYANCE OF STORMWATER RUNOFF.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EXCLUSIVE EASEMENT AS SHOWN ON THE PLAT AS A "PRIVATE UTILITY EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER LINES AND FIRE HYDRANTS.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EXCLUSIVE EASEMENT FOR DRAINAGE AS SHOWN ON THE PLAT AS A "PRIVATE DRAINAGE EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE STORMWATER DRAINAGE INFRASTRUCTURE.

SCDC/WEM-SUR, LLC AND SURPRISE CENTER DEVELOPMENT COMPANY, LLC ("OWNERS") HEREBY GRANT 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.

SCDC/WEM-SUR, LLC AND SURPRISE CENTER DEVELOPMENT COMPANY, LLC ("OWNERS") DUE 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.

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

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

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

DATED THIS _____ DAY OF _____, 20 ____.

BY: SCDC/WEM-SUR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ACTING BY ITS TWO MEMBERS:
BY: SCDC MOB I, LLC, AN ARIZONA LIMITED LIABILITY COMPANY COMPOSED OF ITS THREE MEMBERS:
BY: SURPRISE CENTER DEVELOPMENT COMPANY L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
BY: AIRFIELD CAPITAL PARTNERS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER
BY: AIRFIELD MANAGEMENT ASSOCIATES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER
BY: TRW PARTNERS L.L.C.
ITS: MEMBER
BY: WEST MANAGEMENT LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP
ITS: MANAGER
BY: THE RICHARD WEST COMPANY, AN ARIZONA CORPORATION
ITS: GENERAL PARTNER

BY: _____
RICHARD B. WEST, III, PRESIDENT

BY: WEM-SUR, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
WILLIAM E. MOLLOY
ITS: MANAGER

BY: MARKETPLACE AT THE CITY, LLC., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
WILLIAM E. MOLLOY
ITS: MANAGER

BY: SURPRISE CENTER DEVELOPMENT COMPANY L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
BY: AIRFIELD CAPITAL PARTNERS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER
BY: AIRFIELD MANAGEMENT ASSOCIATES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER
BY: TRW PARTNERS L.L.C.
ITS: MEMBER
BY: WEST MANAGEMENT LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP
ITS: MANAGER
BY: THE RICHARD WEST COMPANY, AN ARIZONA CORPORATION
ITS: GENERAL PARTNER

BY: _____
RICHARD B. WEST, III, PRESIDENT

FINAL PLAT
"MARKETPLACE AT THE CITY"

A RE-PLAT OF LOT 2, SURPRISE MEDICAL PLAZA AT THE CITY, AS RECORDED IN BOOK 1095, PAGE 24 RECORDS OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION (PARENT PARCEL(S))

ALL OF THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, A PART OF LOT 2, ACCORDING TO THE PLAT OF "SURPRISE MEDICAL PLAZA AT THE CITY", AS RECORDED IN BOOK 1095 OF MAPS, AT PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2;
THENCE SOUTH 89°03'10" EAST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 432.13 FEET, TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°03'10" EAST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 250.86 FEET;
THENCE SOUTH 43°52'25" EAST, A DISTANCE OF 34.885 FEET;
THENCE SOUTH 00°58'51" WEST, ALONG THE WEST RIGHT OF WAY LINE OF 140TH AVENUE AS SHOWN ON SAID PLAT, A DISTANCE OF 215.14 FEET, TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 1020.00 FEET;
THENCE SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°13'01", AN ARC LENGTH OF 235.29 FEET, FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 75°48'09" WEST;
THENCE DEPARTING SAID CURVE, NORTH 89°49'15" WEST, A DISTANCE OF 248.19 FEET;
THENCE NORTH 00°56'50" EAST, A DISTANCE OF 476.41 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:
ALL OF THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4, FROM WHICH THE SOUTHEAST QUARTER OF SAID SECTION BEARS SOUTH 00°13'59" WEST (ASSUMED), A DISTANCE OF 2647.96 FEET;
THENCE SOUTH 00°13'59" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 885.87 FEET;
THENCE DEPARTING SAID EAST LINE, NORTH 89°46'01" WEST, A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF LITCHFIELD ROAD AS RECORDED IN INSTRUMENT NUMBER 2000-0325407, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO THE NORTHEAST CORNER OF LOT 2, ACCORDING TO THE PLAT OF "SURPRISE MEDICAL PLAZA AT THE CITY", AS RECORDED IN BOOK 1095 OF MAPS, AT PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF BEGINNING;
THENCE SOUTH 00°13'59" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID LITCHFIELD ROAD, A DISTANCE OF 433.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING SOUTH 00°13'59" WEST, A DISTANCE OF 423.45 FEET; THENCE NORTH 89°49'15" WEST, A DISTANCE OF 351.44 FEET;
THENCE NORTH 00°10'45" EAST, A DISTANCE OF 180.72 FEET;
THENCE NORTH 89°49'15" WEST, A DISTANCE OF 492.47 FEET TO A POINT ON A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS NORTH 54°10'39" WEST, HAVING A RADIUS OF 1080.00 FEET; THENCE NORTHEAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°25'06", AN ARC LENGTH OF 422.58 FEET, TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT, FROM WHICH THE RADIUS POINT BEARS NORTH 76°35'45" WEST;
THENCE DEPARTING SAID CURVE, SOUTH 89°49'15" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 318.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE NORTH 00°10'45" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 402.73 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1 AND A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATLER BOULEVARD AS SHOWN ON SAID PLAT;
THENCE SOUTH 67°08'27" EAST, ALONG SAID RIGHT OF WAY AND THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 125.28 FEET, TO THE POINT OF CURVATURE OF THE TANGENT CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 355.00 FEET;
THENCE EAST ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°39'34", AN ARC LENGTH OF 140.40 FEET TO THE POINT OF TANGENCY;
THENCE SOUTH 89°46'01" EAST, A DISTANCE OF 66.98 FEET;
THENCE SOUTH 44°46'01" EAST, A DISTANCE OF 46.67 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:
THAT PART OF LOT 2, OF "SURPRISE MEDICAL PLAZA AT THE CITY" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1095 OF MAPS, PAGE 24;

PARCEL NO. 4:
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING SOUTH OF THE SOUTH BOUNDARY LINE OF SURPRISE MEDICAL PLAZA AT THE CITY RECORDED IN BOOK 1095 OF MAPS, PAGE 24, EXTENDED WESTERLY AND LYING SOUTH OF THE SOUTHERLY LINE OF TIERRA BUENA LANE, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS 2006-1100434 OF OFFICIAL RECORDS AND LYING EAST OF NORTH SURPRISE CENTER PARKWAY, AS DESCRIBED IN SAID SPECIAL WARRANTY DEED; EXCEPT ANY PORTION WITHIN DOCUMENT RECORDED 2014-0277441 OF OFFICIAL RECORDS; AND

EXCEPT THE EAST 55.00 FEET THEREOF; AND

EXCEPT THE SOUTH 115.00 FEET THEREOF;

REFERENCE DOCUMENTS

BOOK 1095, PAGE 26, M.C.R.
DOCUMENT NO. 2000-325407, M.C.R.
DOCUMENT NO. 2006-1100434, M.C.R.
DOCUMENT NO. 2004-1129981, M.C.R.

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20 ____.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES

ACKNOWLEDGEMENT

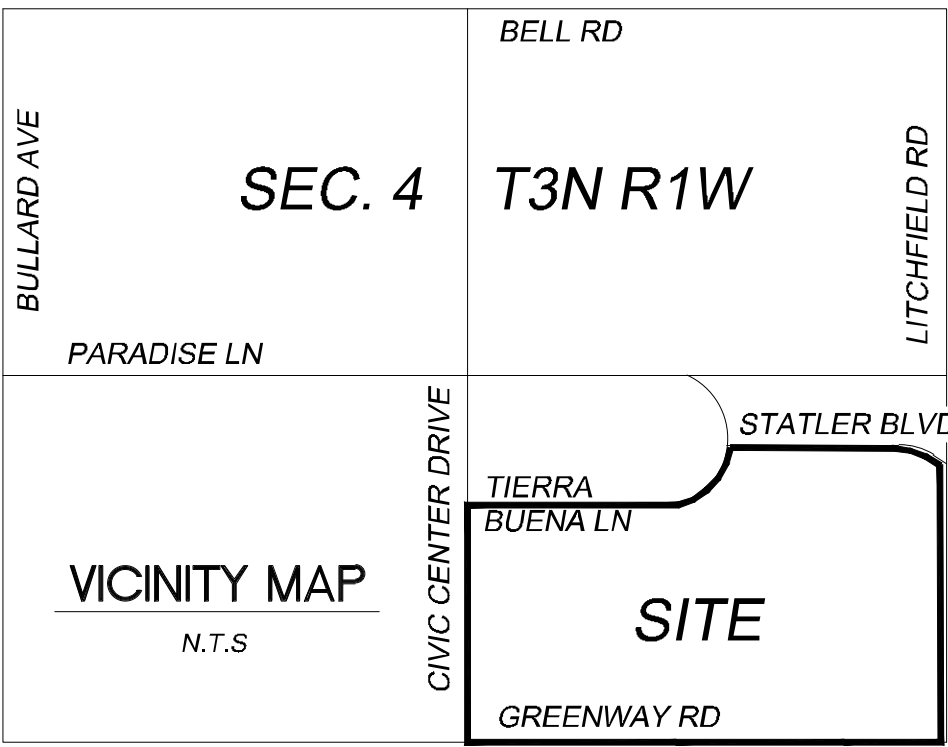
STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20 ____.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES



GENERAL NOTES

- 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. 04013C1240L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 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.
- THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS 2010-012, SIGNED ON 9- 29-2010, DECISION AND ORDER NO. 86-002344.0001, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.
- 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.
- MEASUREMENTS SHOWN HEREON FALL WITHIN ACCEPTABLE TOLERANCES AS DEFINED BY THE ARIZONA MINIMUM BOUNDARY STANDARDS UNLESS OTHERWISE NOTED.

RELEASE OF LIABILITY

SCDC/WEM-SUR, LLC, AND SURPRISE CENTER DEVELOPMENT COMPANY, LLC ("OWNERS") DUE 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.

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.

CITY OF SURPRISE APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 20 ____, BY CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER DATE

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 20 ____.

MAYOR DATE

ATTEST: _____
CITY CLERK DATE

SURVEYOR

RLF CONSULTING, LLC
1214 N. STADEM DR.
TEMPE, ARIZONA 85281
PHONE: (480) 445-9189
FAX: (480) 445-9185
CONTACT: RYAN L. FIDLER, R.L.S.

OWNER

SURPRISE CENTER DEVELOPMENT COMPANY L.L.C.
SCDC/WEM-SUR, LLC
MARKETPLACE AT THE CITY, LLC

LAND SURVEYOR'S CERTIFICATION:

THE IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED HEREON WERE MADE UNDER MY DIRECTION AND THIS PLAT IS CORRECT AND ACCURATE AND THE FOUND MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
RYAN L. FIDLER
REGISTERED LAND SURVEYOR # 44007



NO.	DATE	REVISION	BY

PURPOSE:
FINAL PLAT

FIELD BY: JMM
DRAWN BY: RLF
CHECKED BY: RLF



FINAL PLAT
"MARKETPLACE AT THE CITY"
A RE-PLAT OF LOT 2, SURPRISE MEDICAL PLAZA AT THE CITY, AS RECORDED IN BOOK 1095, PAGE 24 RECORDS OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 4
TWNHP: 3 N.
RANGE: 1 W.

JOB NO.:
09003079

SCALE
NA

SHEET
1 OF 3

MASTER PLANT LIST

TREES

	CERCIDIUM 'DESERT MUSEUM' DESERT MUSEUM PALOVERDE	36" BOX / LOW BREAKER / 13 QTY
	CERCIDIUM 'DESERT MUSEUM' DESERT MUSEUM PALOVERDE	24" BOX / LOW BREAKER / 24 QTY
	ULMUS PARVIFOLIA EVERGREEN ELM	36" BOX / STANDARD / 12 QTY
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	48" BOX / LOW BREAKER / 13 QTY
	CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE	24" BOX / STANDARD / 4 QTY

SHRUBS

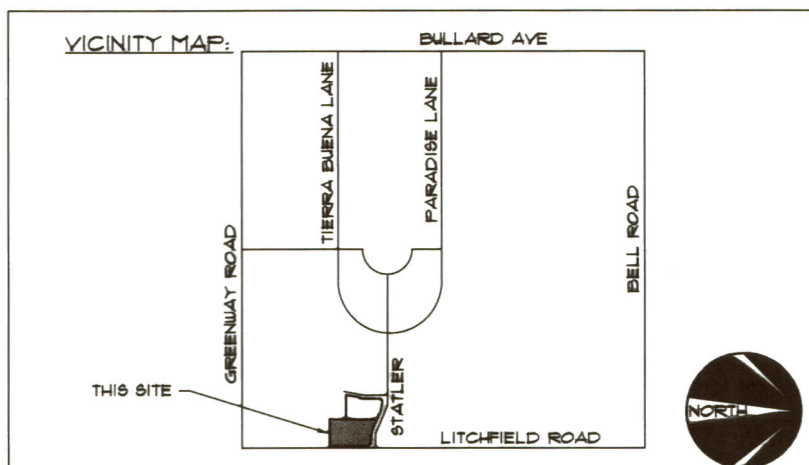
	LEUCOPHYLLUM LANGMANIAE 'RIO BRAVO' SAGE	5 GAL, 48 QTY
	NERIUM OLEANDER 'PETITE PINK' 'PETITE PINK' DWARF OLEANDER	5 GAL, 149 QTY
	MUHLENBERGIA RIGIDA NASHVILLE GRASS	5 GAL, 57 QTY
	LEUCOPHYLLUM ZYGOPHYLLUM 'CIMARRON' SAGE	5 GAL, 31 QTY
	MYRTUS 'COMPACTA' COMPACT MYRTLE	5 GAL, 19 QTY
	HESPERALOE PARVIFLORA RED YUCCA	15 GAL, 21 QTY
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL, 37 QTY

GROUNDCOVERS

	ERICAMERIA LARICIFOLIA 'AGUIRRE' TURPENTINE BUSH	1 GAL, 57 QTY
	HYMENOXYS ACAULIS ANGELITA DAISY	1 GAL, 120 QTY
	LANTANA 'NEW GOLD' 'NEW GOLD' LANTANA	1 GAL @ 3' O.C. 147 QTY
	JUSTICIA CALIFORNICA CHUPAROSA	1 GAL @ 3' O.C. 465 QTY
	WEDELIA TRILOBATA WEDELIA	5 GAL @ 3' O.C. 131 QTY
	CARISSA 'GREEN CARPET' 'GREEN CARPET' NATAL PLUM	5 GAL @ 2.5' O.C. 184 QTY
	ACACIA 'DESERT CARPET' 'DESERT CARPET' TRAILING ACACIA	1 GAL @ 4' O.C. 152 QTY
	LANTANA MONTEVIDENSIS TRAILING PURPLE LANTANA	1 GAL @ 3' O.C. 51 QTY
	CHRYSACTINIA MEXICANA DAMIANITA	1 GAL @ 2.5' O.C. 210 QTY
	DECOMPOSED GRANITE EXPRESS GOLD 3/8" MINUS	2" DEPTH TYP.
	FRACTURED GRANITE 1"-3" COLOR TO MATCH ADJACENT SITE	4" DEPTH TYP.
	TURF SOD MIDIRON HYBRID BERMUDA	

PLANT CALCULATIONS:

	24" BOX	36" BOX	48" BOX
TREE SIZE RATIO	28 QTY 42%	25 QTY 38%	13 QTY 20%
TOTAL TREES: 66			
LANDSCAPE AREA COVERAGE	REQUIRED 19,720 S.F.	PROVIDED 58,483 S.F.	
	ADWR REQUIRED	ADWR PROVIDED	
PERCENTAGE LOW-WATER USE (ADWR) PLANTS	1,634 QTY 90%	1,816 QTY 100%	
TOTAL PLANTS: 1,816			



GENERAL NOTES

- ALL PLANTING AREAS TO HAVE TOP DRESSING OF DECOMPOSED GRANITE, SIZE & COLOR TO MATCH EXISTING AT ADJACENT SITE TO THE WEST, 2" THICK, TYP. APPLIED OVER PRE-EMERGENT PER MFG. SPECS, 2 APPLICATIONS, MIN.
- VERIFY ALL CONDITIONS IN FIELD PRIOR TO BIDDING/ INSTALLATION. DISCREPANCIES SHALL BE BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION IN WRITING.
- NO PLANT SUBSTITUTION ALLOWED UNLESS APPROVED BY LANDSCAPE ARCHITECT.
- LANDSCAPE ARCHITECT TO APPROVE ALL TREES AND SHRUBS PRIOR TO DELIVERY TO SITE.
- LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVE THE RIGHT TO REFUSE ANY PLANT HE/SHE DEEMS UNACCEPTABLE.
- FOR CLARIFICATION OF DISCREPANCIES BETWEEN THE DRAWINGS AND THE SITE, THEY SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO TAKE PRECAUTIONS TO PROTECT ANY EXISTING IMPROVEMENTS.
- PLANT LIST/QTY'S PROVIDED FOR CONTRACTOR'S CONVENIENCE ONLY. PLANS TAKE PRECEDENCE.
- FINISHED GRADE BELOW ALL PLANTERS SHALL BE 1" BELOW ADJACENT HEADER, PAVING, CURBING, ETC.
- GROUNDCOVER AND/OR DG SHALL EXTEND UNDER SHRUBS UNLESS NOTED.
- ALL EARTHWORK IS TO BE DONE SO THAT ALL WATER DRAINS AWAY FROM ALL STRUCTURES.
- ALL UNDERGROUND CONDUITS/PIPES/UTILITIES ARE TO BE LOCATED PRIOR TO DIGGING.
- CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED SLEEVING WHETHER IT IS SHOWN ON THE PLANS OR NOT.
- ADJUST NEW LANDSCAPE TO ACCOMMODATE EXISTING LANDSCAPE TO REMAIN.
- LANDSCAPE CONTRACTOR RESPONSIBLE TO MAINTAIN EXISTING PLANT MATERIAL TO REMAIN IN GOOD, HEALTHY CONDITION DURING CONSTRUCTION.
- ANY EXISTING PLANT MATERIAL NOT SHOWN TO REMAIN IS TO BE REMOVED BY CONTRACTOR.
- ALL STEEL HEADER TO BE 3/16" THICK COLD ROLL STEEL 4" HIGH.
- ALL CONCRETE HEADER TO BE 'CREATIVE CURB' OR EQUAL.

PLANTING PLAN



CITY OF SURPRISE GENERAL NOTES

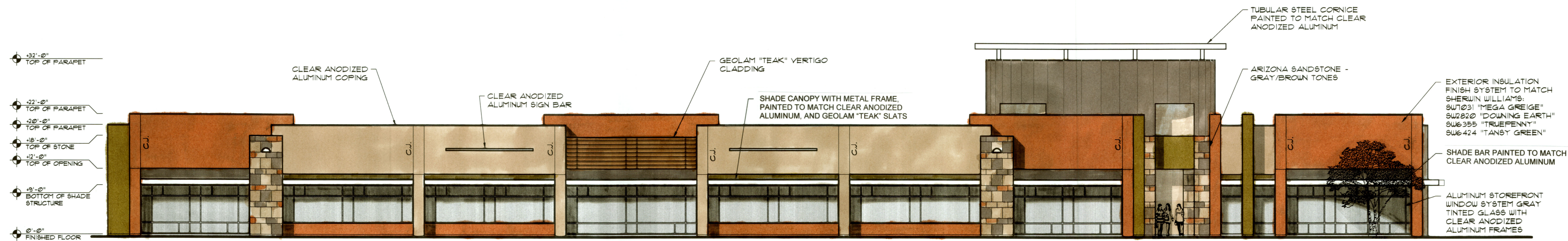
- ALL CHANGES TO BE APPROVED BY THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.
- SIGNS REQUIRE A SEPARATE PERMIT.
- ALL UTILITY BOXES AND STRUCTURES ARE TO BE SCREENED FROM VIEW.
- PLANT MATERIAL IS NOT TO BE LOCATED WITHIN 3 FEET OF ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION.
- TREES IN PAVED AREAS ARE TO HAVE ROOT BARRIERS.
- ALL PLANT MATERIAL SIZES ARE TO BE CONSISTENT WITH ANA STANDARDS.
- ALL PLANT MATERIAL LOCATED WITHIN AASHTO VISIBILITY TRIANGLES ARE TO BE MAINTAINED NO HIGHER THAN 2 FEET HIGH, AND HANG NO LOWER THAN 7 FEET FROM GROUND ELEVATION.
- A MINIMUM OF TEN (10) PERCENT OF THE SITE IS TO BE LANDSCAPED.
- ALL TREES AND PLANT MATERIAL SHALL CONFORM TO THE ARIZONA DEPARTMENT OF WATER RESOURCES PLANT MATERIALS LIST.
- 15 GALLON TREES WILL HAVE A MINIMUM TRUNK HEIGHT OF SIX (6) FEET AND A MINIMUM ONE AND ONE-HALF (1.5) INCH CALIPER MEASURED FOUR (4) FEET ABOVE THE GROUND. MULTI-TRUNK TREES WILL HAVE A MINIMUM TRUNK HEIGHT OF FIVE (5) FEET AND A MINIMUM AVERAGE CALIPER OF ONE (1) INCH.
- 24 INCH BOX TREES WILL HAVE A MINIMUM TRUNK HEIGHT OF EIGHT (8) FEET AND A MINIMUM TWO (2) INCH CALIPER MEASURED FOUR (4) FEET ABOVE THE GROUND. MULTI-TRUNK TREES WILL HAVE A MINIMUM TRUNK HEIGHT OF EIGHT (8) FEET AND A MINIMUM AVERAGE CALIPER OF ONE AND ONE HALF (1.5) INCHS.
- STREETSCAPE SHRUBBERY REQUIRES A MINIMUM SIZE OF FIVE (5) GALLONS.



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



SURPRISE
ARIZONA

MARKETPLACE AT THE CITY

Final Plat – December 6, 2016

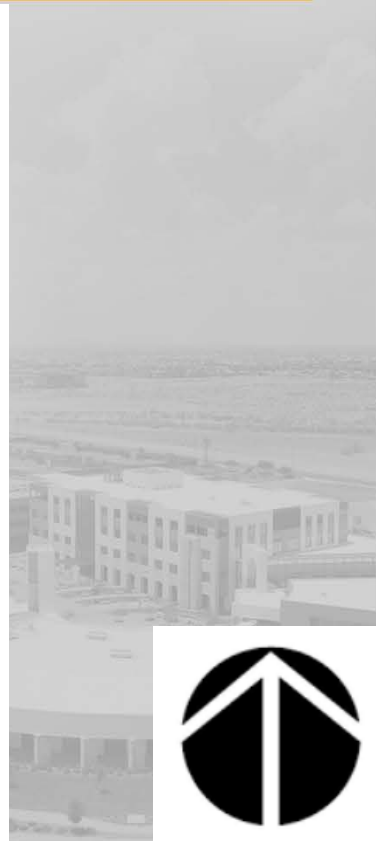
VICINITY MAP



VICINITY MAP

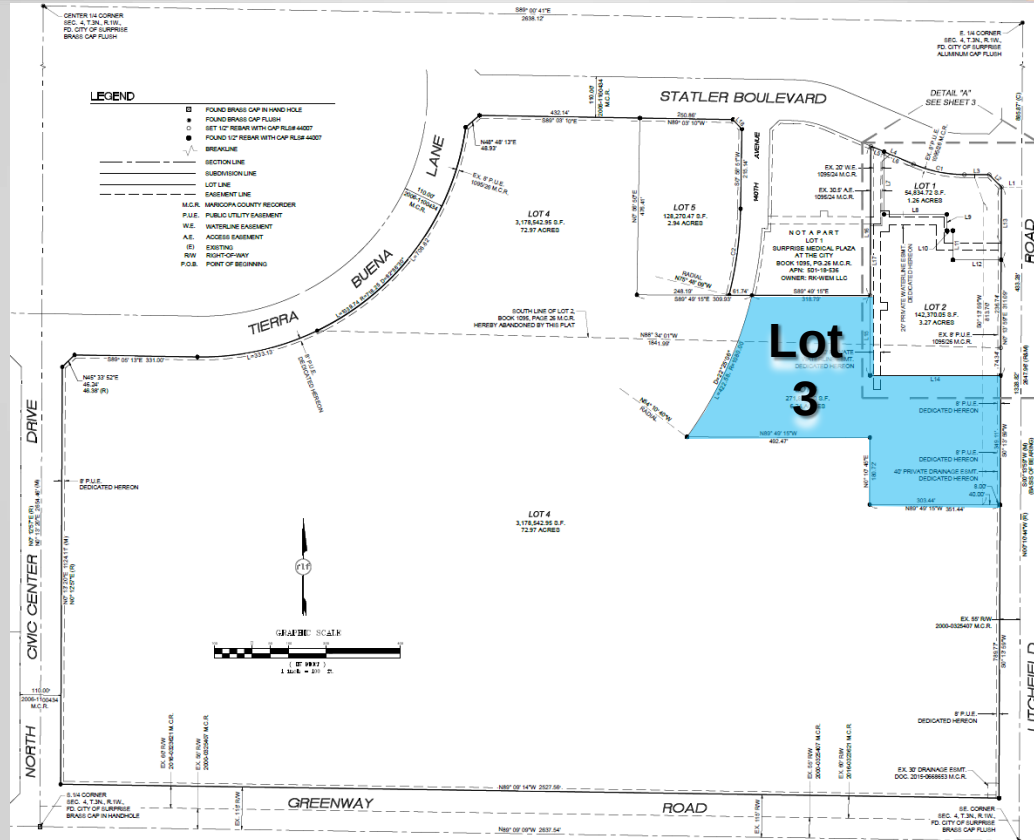








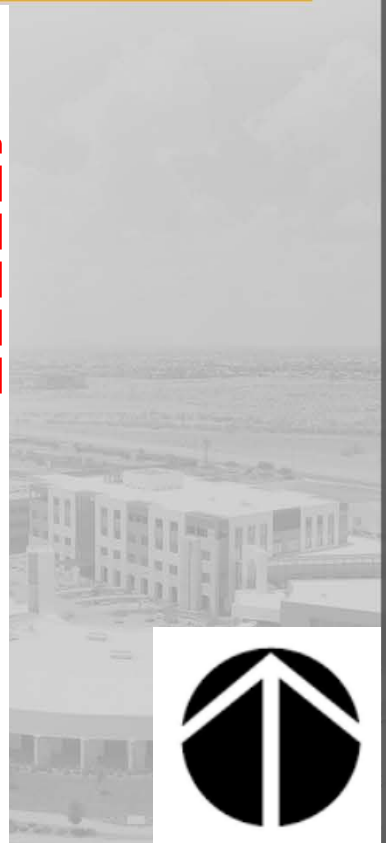
FINAL PLAT











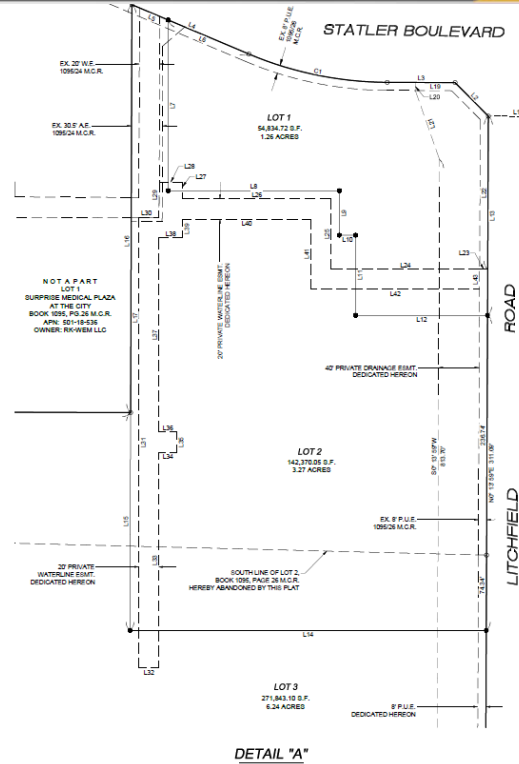
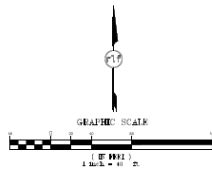
FINAL PLAT

LINE	LENGTH	BEARING
L1	35.00	S89°46'37"W
L2	46.47	S44°44'51"E
L3	86.96	S89°46'37"E
L4	125.28	N07°02'37"W
L5	79.82	N40°00'27"W
L6	96.48	N07°02'37"E
L7	169.03	N07°02'37"E
L8	169.00	N07°02'37"W
L9	44.00	N07°02'37"E
L10	16.00	N07°02'37"W
L11	79.80	N07°02'37"E
L12	130.35	N07°02'37"W
L13	196.93	N07°12'58"W
L14	36.77	N07°02'37"W
L15	214.96	N07°12'49"W
L16	402.73	S07°10'47"W
L17	617.72	N07°12'49"E
L18	24.86	S40°52'21"E
L19	76.12	S89°46'37"W
L20	8.00	S07°13'58"W

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD LENGTH
C1	145.40	355.00	22°39'34"	S93°28'14"E	136.48
C2	235.20	1058.00	17°12'57"	N07°00'37"E	234.17

LEGEND

- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 12" REBAR WITH CAP FLUSH 4007
- FOUND 12" REBAR WITH CAP FLUSH 4007
- BREAKLINE
- SECTION LINE
- SUBDIVISION LINE
- LOT LINE
- EASEMENT LINE
- M.C.R. MARICOPA COUNTY RECORDER
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WATERLINE EASEMENT
- A.E. ACCESS EASEMENT
- (E) EXISTING
- R.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING



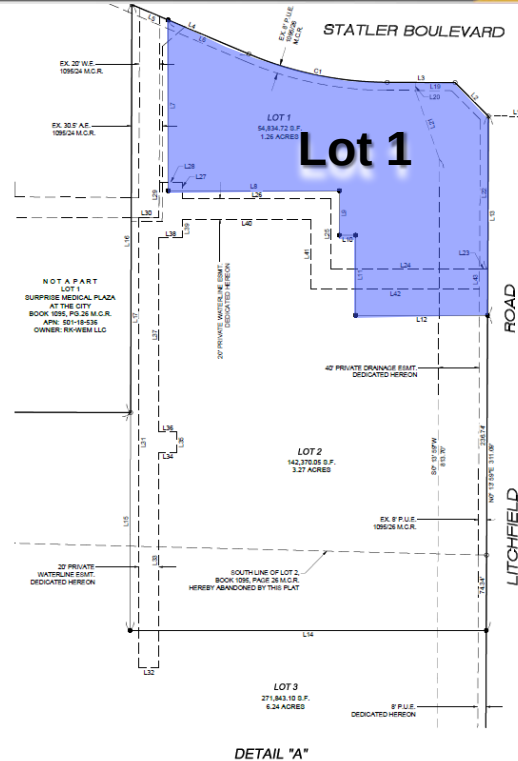
FINAL PLAT

LINE	LENGTH	BEARING
L1	35.00	N89°46'37"W
L2	46.47	S84°46'37"E
L3	86.96	S89°46'37"E
L4	125.28	N87°00'30"W
L5	79.82	N87°00'30"W
L6	96.48	N87°00'30"E
L7	169.03	N87°00'30"E
L8	169.00	N87°00'30"W
L9	44.00	N87°00'30"E
L10	16.00	N87°00'30"W
L11	79.80	N87°00'30"E
L12	130.35	N87°00'30"W
L13	196.93	N87°13'58"W
L14	36.77	N87°00'30"E
L15	214.96	N87°10'47"W
L16	402.73	S87°10'47"W
L17	617.72	N87°10'47"E
L18	24.86	S89°52'37"E
L19	76.12	N89°48'43"W
L20	8.00	S87°13'58"W

CURVE	LENGTH	RADIUS	DELTA	CHORD BEG.	CHORD LENGTH
C1	145.40	355.00	22°39'34"	S89°28'14"E	136.48
C2	235.20	1058.00	1°11'55"	N87°00'30"E	234.17

LEGEND

- FOUND BRASS CAP IN HANDHOLE
- FOUND BRASS CAP FLUSH
- SET 12" REBAR WITH CAP FLUSH ABOVE
- FOUND 12" REBAR WITH CAP FLUSH ABOVE
- BREAKLINE
- SECTION LINE
- SUBDIVISION LINE
- LOT LINE
- EASEMENT LINE
- M.C.R. MARICOPA COUNTY RECORDER
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WATERLINE EASEMENT
- A.E. ACCESS EASEMENT
- (E) EXISTING
- R.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING





ELEVATIONS



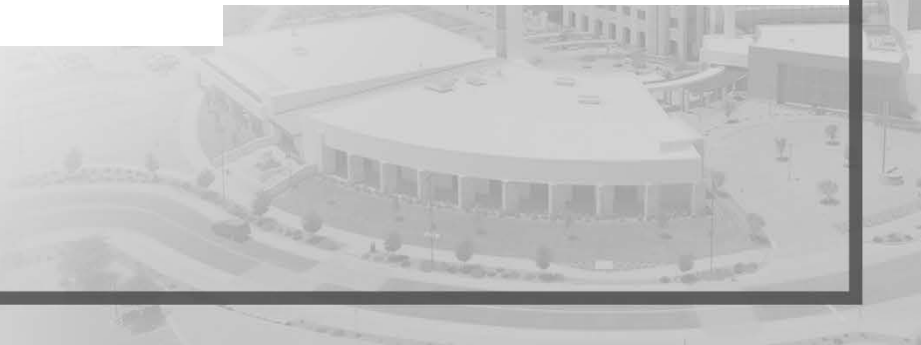
East – Litchfield Road



ELEVATIONS



West



ELEVATIONS



North



South





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

AMENDED FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS16-398

Project Name: Marketplace at the City Amended Final Plat

Council District: 5 – Palm

Meeting Date: December 6, 2016

Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

Owners: Surprise Center Development Company LLC, SCDC/WEM-SUR, LLC, and Marketplace the City, LLC

Applicant: Justin Evinger of Beck Consulting

Request: An Amended Final Plat for a Medical Office/Retail facility within the Surprise Center Planned Area Development (PAD)

Site Location: The proposed Amended Final Plat is generally bounded by Greenway Road to the south, Civic Center Drive to the west, Tierra Buena Lane to the northwest, Statler Boulevard to the north, and Litchfield Road to the east within the Surprise Center PAD.

Site Size: Approximately 86.68 acres

General Plan Conformance: The proposal is consistent with the Surprise General Plan

Support/Opposition: No communication regarding support or opposition received

Findings:

- The proposed Amended Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Amended Final Plat demonstrates compliance with the existing Surprise Center PAD.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Amended Final Plat will allow the applicant to develop the property in a manner that is consistent with City of Surprise requirements and the approved Surprise Center PAD. **Denial** of the requested Amended Final Plat will deny the applicant the opportunity to reasonably develop the property.

PROJECT DESCRIPTION:

Justin Evinger of Beck Consulting on behalf of Surprise Center Development Company LLC, SCDC/WEM-SUR, LLC, and Marketplace the City, LLC, seeks approval of an Amended Final Plat to allow for a 26,200 square foot medical office/retail building generally located at the southwestern corner of North Litchfield Road and West Statler Boulevard within the Surprise Center PAD. The amended Final Plat will split an approximately 86.68 acre series of parcels into:

- Lot 1 – A 1.26 acre parcel for future development
- Lot 2 – A 3.27 acre parcel for the Marketplace at Surprise medical office/retail facility
- Lot 3 – A 6.24 acre parcel for future development
- Lot 4 – A 72.97 acre parcel for future development
- Lot 5 – A 2.94 acre parcel for future development

No street dedication is included with this Final Plat.

HISTORY:

- The subject parcel was annexed into the City of Surprise on January 12, 1980.
- On January 25, 2001, the Mayor and City Council approved a PAD for Surprise Center.
- On January 18, 2011, a Site Plan for Surprise Medical at the City was approved by the Planning and Zoning Commission.
- On January 27, 2011, a Final Plat for Surprise Medical at the City was approved by the Mayor and City Council.
- The applicant met with staff for a Concept Review Meeting on June 30, 2016 for the Marketplace at Surprise Site Plan and Final Plat.
- The applicant submitted for a Site Plan, Case FS16-381, for the Marketplace at Surprise on September 6, 2016.
- The applicant submitted for a Final Plat for the Marketplace at Surprise on September 15, 2016.
- The Planning and Zoning Commission approved a Site Plan, Case FS16-381, for the Marketplace at Surprise on November 3, 2016.

SUMMARY:

Staff believes the proposed amended Final Plat will provide the mechanism needed to allow the owner to construct the Marketplace at Surprise facility while providing for reciprocal cross-access, which will in turn allow it to be developed in a manner that is consistent with the goals and policies of the General Plan.

FINDINGS:

- a. The proposed Amended Final Plat is consistent with the Surprise General Plan 2035.
- b. The proposed Amended Final Plat demonstrates compliance with the Surprise Center PAD.
- c. The reviewing agencies have indicated no objections to the request.

Attachments:

- 01 – Vicinity Maps
- 02 – Final Plat
- 03 – Site Plan
- 04 – Elevations



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

+ Back Print

Council Meeting Date:	December 6, 2016	Contact Person:	Christina Ramirez, Human Service & Community Vitality
Submitting Department:	Human Service & Community Vitality	District:	Internal
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County for acceptance of HOME grant funding in the amount of \$136,692 as part of the Maricopa County Housing Consortium; Resolution # 2016-129.

Motion:

I move to approve Resolution # 2016-129.

Background:

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

Objective Analysis:

The approval of this contract will allow the City to continue to provide services to residents for housing rehabilitation.

Policy Compliant:

The requested action is consistent with City and Council policies.

Financial Impact:

This one-time grant award includes \$136,692 for professional and outside services with a City match requirement of \$34,173 for a total project amount of \$170,865. The full City match requirement has been met prior to FY2017 and will be tracked by the Human Service and Community Vitality

Department during this project's performance period.

Budget Impact:

Grant funding in the amount of \$136,700 has been included as part of the FY2017 Adopted Budget.

FTE Impact:

The item does not impact the overall full-time equivalent (FTE) count.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Resolution 2016-129](#)
 - ☐ [Exhibit A - Intergovernmental Agreement](#)
-



Human Service and Community Vitality

Date: December 6, 2016

To: Mayor and City Council

From: Seth Dyson, Director
Christina Ramirez, Neighborhood Services Supervisor
Jason Hughes, Program Coordinator

Re: Intergovernmental Agreement/Maricopa County HOME funds

Introduction

The Neighborhood Services Division has been awarded \$136,692 for Program Year Fiscal Year 2017, from the U.S. Department of Housing and Urban Development (HUD) under the HOME program. Approval of the Intergovernmental Agreement with Maricopa County and its remaining members of the Consortium; City of Avondale, City of Chandler, Town of Gilbert, City of Glendale, City of Peoria, City of Scottsdale, and City of Tempe is necessary in order to accept the funds.

Background

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

Previous Actions

Through the City's Annual Action Plan, HOME grant funds have previously been received for FY 2006-2016 through the HOME consortium and approved for the proposed activities.

Conclusion

Accepting this award in the amount of \$136,692 from (HUD) through our intergovernmental agreement with Maricopa County for FY 2017, it is believed that the recommended projects and programs will provide assistance to residents in need, thus supporting the national objective and intent of the HOME program.

Recommendations

Approval of the Intergovernmental Agreement between Maricopa County and the City of Surprise.

RESOLUTION # 2016-129

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY IN THE AMOUNT OF \$136,692 TO FACILITATE COMPLETION OF THE APPROVED FY2017 ACTIVITIES WITH HOME GRANT FUNDS.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreement with other governmental entities for the purposes set forth within;

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

WHEREAS, the United States Department of Housing and Urban Development and Maricopa County Consortium has allocated the City of Surprise \$136,692, to complete approved Major Rehabilitation projects to help low income residents of Surprise; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council to enter into Intergovernmental Agreements 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 between the City of Surprise and Maricopa County, HOME Investment Partnerships Program, attached as Exhibit A, is approved.

Section 2. The City is hereby authorized to accept grant funds in the amount of \$136,692 in FY2017 from Maricopa County for the Neighborhood Revitalization Fund.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY



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



Contract Amount: \$136,692
Contract Start Date: July 1, 2016
Contract Termination Date: 24 months from date fully executed
Contract Number: _____
CFDA Number: 14.239, HOME Investment Partnerships Program
DUNS Number: 021648936

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

The County shall provide financial reimbursement in an Agreement amount up to One Hundred Thirty Six Thousand Six Hundred Ninety-Two Dollars (\$136,692) subject to the terms of this Agreement and availability of funds. This Agreement amount constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

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

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

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

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

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

Section V – Attachments & Forms – Contains the Certification and Request For Reimbursement Form; Maximum Subsidy Limits for Rental 221 (d) 3 Limits; Monthly Summary of Program Income and Recaptured Funds; HOME Funds Match Certification Form.

SUBRECIPIENT

Representative: Christina Ramirez, Neighborhood Services Supervisor

Phone: 623-222-3238

Email: Christina.Ramierz@surpriseaz.gov

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

LEAD AGENCY

Representative: Rachel Milne, Assistant Director, Housing and Community Development

Phone: 602-372-1528

E-mail: MilneR@mail.maricopa.gov

Address: 234 N. Central Avenue, Third Floor, Phoenix, AZ 85004

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

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

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
SUBRECIPIENT

Approved By:
MARICOPA COUNTY (LEAD AGENCY)

Authorized Signature

Clint Hickman, Chairman, Board of Supervisors

Date

Date

Attested to:

Attested to:

City/Town Clerk

Fran McCarroll, Clerk of the Board

Date

Date

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for the Subrecipient Date

Deputy County Attorney Date

SECTION I
GENERAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

A. PURPOSE

County shall provide Subrecipient with U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Program funds for the provision of HOME activities as identified in Section III Work Statement.

B. TERM

The term of this Agreement shall commence upon July 1, 2016, and shall remain in effect for 24 months from the date fully executed. The Agreement shall become effective upon approval and signature by both Parties.

C. RENEWAL

The Agreement may be renewed by a written amendment, provided however, that Subrecipient is in full compliance with all terms and conditions of this Agreement. The County shall notify the Subrecipient in writing of its intent to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional terms thereafter.

D. AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties, and be requested to the County no later than ninety (90) days prior to contract expiration.

E. TERMINATION

1. Pursuant to A.R.S. §38-511, Parties may cancel this Agreement without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of a Party is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S. § 38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Party from any other party to the contract arising as the result of the Agreement.
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 County under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and returned receipt requested to the persons at the addresses set forth on page one 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 deems the health or welfare of the service recipients are endangered or Subrecipient's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.
5. In accordance with 2 CFR § 200, *et seq.*, County may suspend or terminate this Agreement if Subrecipient violates any term or condition of this Agreement or if Subrecipient fails to maintain a good faith effort to carry out the purpose of this Agreement.
6. County or Subrecipient may terminate this Agreement for convenience in accordance with 2 CFR § 200, *et seq.* Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.

F. **EFFECT**

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

G. **DEFINITIONS**

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

1. **Annual Action Plan** means the annual plan submitted by the County as the lead agency of the Maricopa HOME Consortium that describes the Consortium's annual program goals.
2. **Assistant Director** means the Director of the Community Development Division within the Human Services Department.
3. **Beneficiary** means a person or household that meets the income requirements of 24 CFR 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 CFR 5.612.
4. **Commitment** means an executed legally binding written agreement with a Subrecipient or a contractor to use a specific amount of HOME funds to produce affordable housing, provide down-payment assistance or tenant based rental assistance. An agreement between the representative unit and a member unit of general local government of the Consortium does not constitute a commitment as described in 24 CFR Part 92.2(1) and (2).
5. **Consortium Agreement** means the intergovernmental agreement between members of the Maricopa County HOME Consortium entered into on or about June 29, 2005 which automatically renews for successive 3-year terms and expires on or about June 30, 2018.
6. **Contract Administrator** means the person identified in page 2 of the agreement who is responsible for administering this Agreement on behalf of the County.
7. **County** means Maricopa County by and through its Human Services Department as the Lead Agency of the Maricopa HOME Consortium.
8. **Contractor/Subcontractor** means a non-profit or for-profit organization carrying out HOME related project activities as described in the written agreement between the City and the Developer.
9. **Director** means the Director of the Maricopa County Human Services Department.
10. **Division** means the Housing & Community Development Division of the Human Services Department.
11. **Fidelity Bond** means a bond to indemnify the Subrecipient against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
12. **Five Year Consolidated Plan** means the HUD required Consolidated Plan submitted by the County as the lead agency for the Maricopa HOME Consortium.
13. **HOME** means HOME Investment Partnerships Program
14. **HUD** means U.S. Department of Housing and Urban Development
15. **Juvenile** means any person under the age of eighteen (18).
16. **Lead Agency or Department** means Maricopa County Human Services Department, Housing and Community Development Division. The Lead Agency is designated per the Intergovernmental Agreement authorized and adopted by the HOME Consortium members' legislative bodies.
17. **Low-income families** means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family

- incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR 5.612.
18. **Maricopa HOME Consortium** means the group of jurisdictions that participate in the Three-Year Cooperative Consortium Agreement with Maricopa County.
 19. **Maricopa HOME Consortium Current Practices Manual** or **Current Practices Manual** is the manual adopted by the Maricopa HOME Consortium for the administration of Projects.
 20. **Minority Business Enterprise (MBE)** means an entity which is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.
 21. **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.
 22. **Payment Bond** means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
 23. **Performance Bond** means a bond executed to secure fulfillment of all of the Subrecipient's obligations under this Agreement.
 24. **Program** means HOME Subrecipient's receive funds to carry out programs (e.g., down payment assistance, homeowner rehabilitation, or tenant-based rental assistance programs, etc.), and not to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) The Work Statement included herein describes the Subrecipient programs to be administered.
 25. **Projects** means rehabilitation or new construction (with or without acquisition) as described in a legally binding agreement between the HOME Subrecipient and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction and/or rehabilitation schedule has been established, and underwriting has been completed and otherwise complies with CFR Part 92.2(2) and 92.2 (A) and (B).
 26. **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
 27. **Subcontract** means any contract entered into by a Subrecipient with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
 28. **Subrecipient** means a public agency administering all requirements of the HOME program and is the member unit of a general local government, person, firm or organization listed on the Cover Page of this Agreement.
 29. **Vendor** means an entity funded through the Subrecipient to provide services required by the Work Statement.
 30. **Very low-income families** means low- income families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a very low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR 5.612.
 31. **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

H. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
2. The Subrecipient shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement,

and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.

3. The Subrecipient is an independent in the performance of work and the provision of services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
4. Subrecipient shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in Subrecipient's organization or with which Subrecipient (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval therefore. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

I. ACCEPTANCE OF FUNDS

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

J. ASSIGNMENT AND SUBCONTRACTING

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

K. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the County for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds.
2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Parties may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the Parties 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 Parties 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.

L. BUDGET ADJUSTMENTS

Subrecipient must receive prior written approval from the County to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Agreement Amount may be documented by an Amendment signed by the Director and the Subrecipient's Representative. If the County agrees to the budget adjustments that increase the Agreement amount, the County shall follow section D of this Agreement to amend this Agreement. Any requests for reasonable budget adjustments must be submitted ninety (90) days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. The Subrecipient shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to the County within 30 days of receipt. The Subrecipient must also return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

M. DISPUTES

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

N. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

1. Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
2. This Agreement may be immediately terminated by the County if the Subrecipient defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the Subrecipient's ability to perform any of its obligations under this Agreement. The County reserves the right to have service provided by persons other than the Subrecipient if the Subrecipient is unable or fails to provide required services with the specified time frame.
3. Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - a. Nonperformance of any obligations required by this Agreement.
 - b. Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
 - c. Unauthorized expenditure of funds.
 - d. Violation of the applicable affordability period.
 - e. Improper disposition of resale or recapture proceeds.
 - f. Improper disposition of program income.
 - g. Noncompliance with applicable financial record requirements, accounting principles, or standards established by 2 CFR 200 *et seq.*
 - h. Noncompliance with recordkeeping, record retention, or reporting requirements.
4. Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, Subrecipient shall, without intent to limit or with restrictions, be subject to the following:
 - a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
 - b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.

- c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the Subrecipient at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
 - d. Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 5. The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, contractors, or subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement

O. 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.

P. STRICT COMPLIANCE

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

Q. NON-LIABILITY

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

R. INDEMNIFICATION

To the extent permitted by law, the Subrecipient 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 "Indemnitee") 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 Subrecipient and any of its Subcontractors, or any of the directors, officers, agents, or employees of Subrecipient 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 Subrecipient 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subrecipient and any of its Subcontractors from and against any and all claims. It is agreed that the Subrecipient and any of its

Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

S. **TECHNICAL ASSISTANCE**

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

T. **SINGLE AUDIT ACT REQUIREMENTS**

Subrecipient is in receipt of federal funds through the County. The funds are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). Subrecipients shall comply with 2 CFR 200 Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. Subrecipient shall take corrective actions within six (6) months of the date of receipt of the reports. The County shall consider sanctions as described in 2 CFR 200.505 when the Subrecipient is noncompliant with the audit requirements.

U. **AUDIT DISALLOWANCES**

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

V. **STAFF AND VOLUNTEER TRAINING**

The Lead Agency may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

W. **CLEAN AIR ACT**

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

X. **LOBBYING**

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

Congress in connection with any federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

Y. RELIGIOUS ACTIVITIES

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

Z. POLITICAL ACTIVITY PROHIBITED

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

AA. COVENANT AGAINST CONTINGENT FEES

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

BB. SAFEGUARDING OF PARTICIPANT INFORMATION

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

CC. 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.

DD. COPYRIGHTS

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

EE. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County 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.

FF. AGREEMENT COMPLIANCE MONITORING

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

between the terms of this Agreement and the terms of the Consortium Agreement, the terms of this Agreement control.

GG. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

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

HH. MINIMUM WAGE REQUIREMENTS

The Subrecipient warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*) by law, regulation or Executive Order 13658.

II. RECOGNITION OF COUNTY SUPPORT

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

JJ. INSURANCE

1. Subrecipient, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
2. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Agreement.
3. Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
4. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.
5. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may

- require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
6. County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Subrecipient from, or be deemed a waiver of County's right to insist on strict fulfillment of Subrecipient's obligations under this Agreement.
 7. The insurance policies required by this Agreement, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
 8. The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Subrecipient's work or service.
 9. The Subrecipient's policies shall stipulate that the insurance afforded the Subrecipient shall be primary insurance and that any insurance carried by the County, 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).
 10. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
 11. **Commercial General Liability:**
 - a. Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
 12. **Workers' Compensation:**
 - a. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
 - b. Subrecipient waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this Agreement.
 13. **Sexual Molestation And Physical Abuse:**
 - a. When services involve working with these groups of individuals, the insurance requirements in the Agreement need to be revised to include coverage for "sexual molestation and physical abuse". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, Subrecipient whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage.
 14. **Commercial General Liability – Occurrence Form:**

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

15. **The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.**
16. The policy shall be endorsed to include the following additional insured language: "Maricopa County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient".

Minimum Limits:

General Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Sexual Abuse/Molestation	\$2,000,000
17. **Builder's Risk (Property) Insurance.**

Subrecipient shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Agreement amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient and all of Subrecipient's subcontractors and sub-subcontractors in the work during the life of the Agreement and course of construction, and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Agreement amount, unless otherwise required by the Agreement documents or amendments thereto.

 - a. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Agreement.
 - b. Builders' Risk insurance must provide coverage from the time any covered property comes under the Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory.
 - c. If the Agreement requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.
18. **Certificates of Insurance:**
 - a. Upon Agreement execution, Subrecipient shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.
 - b. Prior to commencing work or services under this Agreement, Subrecipient shall have insurance in effect as required by the Agreement in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies

providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE SUBRECIPIENT AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF AGREEMENT.

- c. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.
 - d. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.
19. **Cancellation and Expiration Notice:**
- a. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
 - b. If the Subrecipient provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Subrecipient shall carry minimum liability coverage of \$2,000,000 each occurrence and provide the County with proof of coverage.
20. **Subcontractors:**
Subrecipient's certificate(s) shall include all subcontractors as insureds under its policies or Subrecipient shall furnish to the County separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
21. **Approval:**
Any modification or variation from the insurance requirements in any Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.
22. **Exceptions:**
In the event the Subrecipient or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

KK. BONDING

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

LL. GRIEVANCE PROCEDURE

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

MM. NONDISCRIMINATION

The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age,

disability, political affiliation or belief. The Subrecipient shall include this clause in all of its Subcontracts.

NN. EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and Executive Orders 11375 amending Executive Order 11246 and implementing regulations at 41 CFR part 60, as well as, Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

OO. DISABILITY REQUIREMENTS

Subrecipient agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2532 and 2533 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

PP. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Subrecipient agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

QQ. FINANCIAL MANAGEMENT

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

RR. RETENTION OF RECORDS

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

SS. ADEQUACY OF RECORDS

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

TT. COMPETITIVE BID REQUIREMENTS**1. Equipment**

If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

- a. Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The Subrecipient shall keep and maintain a record of the vendors' verbal quotations. The Subrecipient's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
- b. Procurements exceeding an aggregate amount of \$1,000 must be approved by the County. At least three (3) bidders shall be solicited to submit written quotations. The Subrecipient shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2. Supplies

If this Agreement is with other than a Public Agency, the Subrecipient shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the Subrecipient obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

3. Minority, Women and Small Business Enterprises

The Subrecipient shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

4. Bidding Procedures

If the Subrecipient is a Public Agency, the Subrecipient's own bidding procedures shall govern.

5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

UU. 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 County, and shall revert to the County upon termination of this Agreement, unless the County determines otherwise. The costs to repair such property are the responsibility of the Subrecipient within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the County.

VV. IMMIGRATION LAWS AND REGULATIONS**1. Federal Immigration and Nationality Act**

- a. The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.

- b. By entering into this Agreement, both Parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Both Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Both Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
 - c. The Parties may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, then the Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the Subrecipient or its subcontractor.
2. **Arizona Law:** The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:
 - a. That Subrecipient and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
 - b. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability;
 - c. That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any Subrecipient or Vendors employee who works on this Agreement to ensure that the Subrecipient or Vendors is complying with the warranty provided under subsection 1 above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

WW. DRUG FREE WORKPLACE ACT

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

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

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

YY. EMPLOYMENT DISCLAIMER

1. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
2. The Parties agree that no individual performing under this Agreement on behalf the Subrecipient is to be considered a County employee, and no rights of County civil service, County retirement, or County personnel rules shall accrue to such individuals. The Subrecipient shall have total responsibility for all its 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 shall defend and hold the County harmless with respect thereto.

ZZ. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. shall immediately notify the County if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
6. shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

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

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

AAA. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

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

BBB. ISRAEL BOYCOTT

Per A.R.S. § 35-393, Subrecipient certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

SECTION II
SPECIAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

A. STANDARDS

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

B. COMPLIANCE WITH LAWS, RULES & REGULATIONS

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

C. COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

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

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

D. AUDIT REQUIREMENTS

The Subrecipient shall, at its own expense, file with the County by March 31st of each Agreement year, either audited financial statements prepared in accordance with federal single audit requirements; or, Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

E. **SPECIAL FEDERAL AND PROJECT PROVISIONS**

1. In accordance with HOME Program regulations, the Subrecipient agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the County to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The Subrecipient shall be responsible to provide various reports of all activities related to the Work Statement. The Subrecipient agrees to submit to the County required reports:
 - a. **Program Income Reports** are due monthly with supporting documentation and with each Request for Reimbursement.
 - b. **Contract Performance Reports** due on the 15th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June). Report shall address all programs described in the Work Statement. Failure to submit timely Agreement Performance Reports will result in suspension of payment reimbursement requests until all reports are brought current. Agreement Progress Reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the Subrecipient must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unrented as described in §92.252.
 - c. **Monthly Request for Reimbursements** Subrecipient must use the required Monthly Request for Reimbursement form and must include all supporting documentation, a Match Log, Monthly Summary of Program Income/Recaptured Funds Report, and supporting documentation;
 - d. **HOME Setup Reports are due within one (1) year from the date this Agreement is fully executed.** According to 92.250 (b): Before Setup Reports are submitted, the Subrecipient must evaluate the project in accordance with guidelines that it has adopted for determining a reasonable level of profit or return on owner's or developer's investment in a project and must not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than is necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the period of affordability in 24 CFR 92.252 and 254) and that will not provide a profit or return on the owner's or developer's investment that exceeds the Subrecipient's established standards for the size, type and complexity of the project.
 - e. **HOME Completion Reports** are due no later than sixty (60) days after final payment is requested. HOME Completion Reports must include all required documents as described in this Agreement. The date the HOME Completion Report is entered into the HUD Exchange Integrated Disbursement and Information System (IDIS) is the date the affordability period commences for each activity.
 - f. **Initial Request for Reimbursement** form with required documentation for each activity is due within 45 (forty-five) days of submitting a HOME Setup Report and

no later than 90 (ninety) days thereafter. After the initial request for reimbursement, subsequent requests shall be submitted monthly until project is completed.

g. **Other HUD-**required reporting data as applicable.

F. **PROGRAM INCOME**

1. Means all gross income received by the Subrecipient directly generated from the use of funds provided by this Agreement or matching contributions. Program income must be used in accordance with the requirements of 24 CFR 92.503. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used. Program income may be retained and used by the Subrecipient under the following conditions: submit to the County with documentation supporting the amount of program income received and expended. Monthly Summary Program Income Reports are due to the County by the 15th day of the following month (i.e. due on August 15th for the month of July).
2. Program income derived from Maricopa HOME Consortium activities undertaken by a Subrecipient which thereafter terminates its participation in the consortium continues to be program income of the consortium and must be returned to the County.
3. Program Income includes, but is not limited to: [1] proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions, [2] gross income from the use or rental of real property, owned by the Subrecipient that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less cost incidental to generation of the income (program income does not include gross income from the use, rental or sale of real property received by the project owner, developer, or sponsor, unless the funds are paid by the project owner, developer, or sponsor to the participating jurisdiction, subrecipient or State recipient); [3] payments of principal and interest on loans made using HOME funds or match contributions; [4] Proceeds from the sale of loans made with HOME funds or matching contributions; [5] Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; [6] Interest earned on program income pending its disposition; and [7] Any other interest or return on the investment permitted under 24 CFR 92.205(b) of HOME funds or matching contributions.
4. Program Income received by the Subrecipient shall be tracked by the Subrecipient and accounted for in a separate fund or account and reported monthly to the County in the required format. Program Income that is received after the end of this Agreement shall be sent to the County in accordance with 24 CFR § 92.503 within 30 days after the expiration of this Agreement.

G. **RECAPTURED FUNDS**

1. Recaptured funds are HOME funds which are recouped by the Subrecipient when HOME assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by 24 CFR 92.254(a) (4). The amount of the recapture is determined by the recapture requirements established by the Subrecipient in accordance with 24 CFR 92.254(a) (5) (ii). In accordance with 24 CFR 92.503(c), recaptured funds must be deposited in a separate account and have support back-up evidencing recaptured funds.
2. Recaptured funds must be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations, in the same manner as program income must be used. However, unlike program income, since recaptured funds represent a return of the original HOME investment, 10% of the recaptured funds may not be used for eligible administrative and planning costs. The Subrecipient must enforce the recapture agreements and account for the source and application of recaptured funds, in accordance with the record keeping requirements of 24 CFR 92.508. Recaptured funds may be retained and used

by the Subrecipient under the following conditions: submit to the County documentation supporting the amount of recaptured funds received and expended. Monthly Summary of Recaptured Fund Reports which are due to the County by the 15th day of the following month (i.e. due on August 15th for the month of July).

3. Recaptured funds received from Maricopa HOME Consortium activities undertaken by the Subrecipient which thereafter terminates its participation in the consortium must be returned to the County.

H. REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS

Upon expiration of this Agreement, any real property under the Subrecipient control that was acquired or improved in whole or in part with HOME funds must be occupied by low and/or very low income households and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include period of affordability set forth in §92.252 and §92.254.

I. DEOBLIGATION

The County may reduce funds from the funding award evidenced by this Agreement, under the following circumstances:

1. The Subrecipient completes performance under the Work Statement without using all funds provided by the County under this Agreement;
2. This Agreement expires all funds are expended;
3. The County original allocation was a loan and the Subrecipient paid the loan;
4. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
5. This Agreement has otherwise been terminated. The County may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Subrecipient.

J. REDUCTION IN FUNDS

The County may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The County determines that the Subrecipient failed to use the funds provided by the County under this Agreement in compliance with the terms and conditions outlined herein; or 2) the Subrecipient fails to perform in accordance with the performance obligations set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The County may reduce funds under this Agreement under the foregoing circumstance upon written notice to the Subrecipient.

K. REPAYMENT OF FUNDS

Subrecipient agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this agreement. The County may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eight (180) days following the written determination of noncompliance by the County.

L. FUNDS REMAINING AT EXPIRATION

Upon expiration of the Agreement, the Subrecipient shall transfer to the County any unexpended funds advanced to the Subrecipient by the County under this Agreement.

M. ADMINISTRATIVE REQUIREMENTS

In accordance with federal regulations, including 24 CFR § 92 et seq., the County is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.

1. **FINANCIAL RECORDS:** Subrecipient accounting system and financial records shall comply with the applicable requirements and standards of 2 CFR 200 *et seq.* Such systems shall be subject to monitoring from time to time by the County or by HUD.
 - a. The Subrecipient agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
 - b. Subrecipient is to adhere to applicable audit requirements as described and in accordance with 2 CFR 200 *et seq.* In addition, all Subrecipients must provide annual single-audit reports or annual audited financial statements to the County.
 - c. Subrecipient is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).
2. **DOCUMENTATION AND RECORD KEEPING:**
 - a. Records to be Maintained – The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records:
 - i. Demonstrating that the Subrecipient is and remains a qualified Subrecipient;
 - ii. Providing a full description of each projects undertaken and its impact;
 - iii. Required determining the eligibility of activities;
 - iv. Demonstrating compliance with environmental review requirements;
 - v. Required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
 - vi. Demonstrating citizen participation;
 - vii. Demonstrating compliance regarding acquisitions, displacement, relocation and replacement housing;
 - viii. Demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;
 - ix. Documenting compliance with the fair housing and equal opportunity components of the HOME program;
 - x. Financial records as required by 24 CFR Part 570.502, 2 CFR 200 *et seq.* and OMB Circulars;
 - xi. Other records necessary to document compliance with HOME requirements;
 - xii. Documenting compliance with Section 3 of the Housing Development Act of 1968;
 - xiii. Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;
 - xiv. Supporting that the Subrecipient has maintained client data demonstrating clients served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low income persons or groups and that no conflict of interest exists.

- xv. As demonstrated compliance with applicable Federal, State and local laws and regulations, including compliance with ARS § 1-501 and § 1-502 (Attachment A).
- b. Outcome Measures – The Subrecipient shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- c. Disclosure – The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service.
- d. Program Activity Reports – Such reports as required by the County including, but not limited to HOME Setup/Completion Report, Agreement Performance Reports, Program Income/Recaptured Funds Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data as applicable shall be submitted in accordance with the Current Practices Manual at the completion of each Program which is described under the Work Statement.
- e. Audits and Inspections – All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, their designees or the Federal Government, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Subrecipient within 45 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an Annual Audit conducted in accordance with Current Practices Manual concerning Subrecipient audits. The Annual Audit requirement is applicable to all levels of funding received by Subrecipient via this Agreement, even if the level of funding is less than the current thresholds cited in 2 CFR 200.501
- f. Performance Monitoring – The County shall monitor the Subrecipient to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the Subrecipient against goals and performance standards required herein. Subrecipient will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring as set forth in the HOME Consortium Monitoring Current Practices. Failure of Subrecipient to administer, implement and perform as determined by federal regulations and County shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.
- g. Policy/Administrative Manuals Use – Subrecipient agrees to be familiar with and comply with the policies/procedures established in the most recent Current Practices Manual. Noncompliance with the Current Practices Manual shall constitute a breach of Agreement.

N. ENVIRONMENTAL REVIEW CONDITIONS

Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the Subrecipient. Exempt activities described in § 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction

activities, until HUD and/or the County provides written authorization based on approval of an ERR.

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

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

O. THE SUBRECIPIENT CERTIFIES

1. That it is a municipality that meets the applicable requirements of the HOME Program.
2. That it possesses legal authority to execute this Agreement.
3. That its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the Subrecipient to execute this Agreement and to comply with the terms of this Agreement.
4. That the activity described shall be carried out and services administered in compliance with all federal laws and regulations as follows:
 - a. Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of 2 CFR 200, *et seq.*

P. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS

1. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:
 - a. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR 1980 Comp. p. 307) and implementing regulations at 24 CFR §107: and Title VI of the Civil Rights Act of 1964, 42 U. S. C. § 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
 - b. Executive Order 13166 entitled “Improving Access to Services for Persons with Limited English Proficiency” pursuant to Title VI of the Civil Rights Act;
 - c. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;
 - d. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;
 - e. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Comp., p. 339);
 - f. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and
 - g. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.
 - h. The requirements of the Housing and Urban Development Equal Access Rule (24 CFR Part 5 Final Rule 5863) to ensure equal access to housing and services regardless of gender identity.
2. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The Parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families

- referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.
3. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
 4. County, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 CFR Part 58. The County will assume the responsibilities for the Request for Release of Funds. The Subrecipient agrees not to commit or incur expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the Subrecipient has incurred expenses in violation of the NEPA requirements, the Subrecipient will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The Subrecipient agrees to provide all necessary assistance to the County in completing this environmental review process.
 5. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.
 6. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).
 7. The Parties to this Agreement agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.
 8. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
 9. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42.U.S.C. § 4821. et seq.) and is therefore subject to 24 CFR Part 35.
 10. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
 11. The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges
 - a. That the Subrecipient and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);
 - b. That a breach of a warranty under subsection a above, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contact;
 - c. That the County retains the legal right to inspect the employment papers of any Subrecipient or vendors employee who works on the Agreement to ensure that the Subrecipient or vendor is complying with the warranty provided under subsection a above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and
 - d. That nothing herein shall make any Subrecipient, or vendor an agent or employee of the County;
 12. That the Current Practices Manual shall be made accessible to all applicable Subrecipient staff.

Q. REGARDING SUBCONTRACTS AND VENDORS

1. Approvals – Unless expressly authorized in the written Agreement by the Subrecipient exempt activities such as architectural, engineering and administration may be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds RROF. Exempt activities described in 24 CFR 58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise the Subrecipient shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs enter into by a subcontract(s) with any agency or individual in the performance of this Program that are not exempt activities without the Release of Funds (ROF) from the County prior to the execution of such Agreement.
2. DUNS Number -- All subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management, or SAM.
3. Fees – Subrecipient and all subcontractors under this Agreement shall not charge servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by 24 CFR 92.214(b)(1).
4. Selection Process – The Subrecipient shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the County along with documentation, if requested concerning the selection process.
5. Section 3 of the Housing and Urban Development Act of 1968 – The Subrecipient shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The Subrecipient has the responsibility of determining Section 3 eligibility.
6. Monitoring – The Subrecipient shall monitor/review all subcontracted services on an annual basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in Contract Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

R. THE COUNTY CERTIFIES

1. That the public purpose is served by the financial participation of the County in the Statement of Work.
2. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.

S. PROGRAM COMPLETION

Upon completion of the Work Statements, all unspent HOME resources shall be forfeited to the County for reallocation as defined by Maricopa HOME Consortium Policies and Procedures. The Subrecipient shall continue to be responsible for compliance activities until all HOME requirements and contractual obligations are met including affordability restrictions. The Subrecipient obligation shall not end until all close-out requirements are completed. The County will notify the Subrecipient in writing that a Completion Report is due to the County within sixty (60) days of one of the following occurrences:

1. Funds have been expended for the activity;
2. The Work Statement has been completed;
3. The Agreement period set forth in this Agreement has expired; or
4. The Agreement has otherwise been terminated.

Following the receipt and approval of the Completion Report for each activity, the County will notify the Subrecipient in writing that each activity is closed. In compliance with 24 CFR 92.502(d) all

project completion data shall be entered in the HUD Exchange Integrated Disbursement and Information System (IDIS) within 120 days of the final drawdown for all activity types. The County shall provide the Subrecipient with notice of the same upon entering all project completion data in IDIS. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 CFR 92.251, the final draw has been disbursed; and the projection completion data entered into IDIS.

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

T. FAILURE TO MAKE PROGRESS

1. Failure of the Subrecipient to make progress according to the Work Statement may result in Agreement termination, deobligation of funds or recapture of funds. Subrecipient agrees to meet with the County at the site in which the funded activity is taking place to discuss progress and allow the County to provide technical assistance if:
 - a. The Subrecipient fails to complete its Environmental Review pursuant to section 9 within one hundred and eighty (180) calendar days from the date the County executes this Agreement;
 - b. The Subrecipient fails to commit funds to a specific local project in performance of and in accordance with the terms of this Agreement within twelve (12) months from the execution date the County executes this Agreement. Commit for the purposes of this paragraph shall have the same meaning as 24 CFR 92.2(2)(i)-(iii);
 - c. The Subrecipient fails to expend HOME funds in performance of and in accordance with the terms of this Agreement within twenty-four (24) months from the date the County executes this Agreement.
2. The County will terminate any Agreement and recapture funds from the same Agreement in which the Subrecipient does not timely perform the activities described above or in the milestones in the Statement of Work of this Agreement. The County in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate the Agreement for cause pursuant to Section I of this Agreement.
3. In the event that a project is not completed within two years from the date that the County executes this agreement, the Subrecipient must repay the HOME funds unless the Subrecipient requests and the Consortium grants an amendment to the Agreement prior to ninety (90) days of Agreement expiration..

U. GENERAL CONDITIONS

1. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the County from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to Subrecipient by County under this Agreement is contingent upon the actual receipt of funds from HUD.
2. Both parties acknowledge that no member of the governing body, nor any employee of the County who exercises any functions or responsibilities in connection with the carrying out of the activity to which this Agreement pertains, has any personal interest direct or indirect in this Agreement.
3. The County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Current

Practices Manual. Such amendments shall not invalidate this Agreement nor relieve or release the County or Subrecipient from its obligations under this Agreement. Amendments shall be filed with the original Agreement.

4. Changes – The County may, at any time, by written Amendment executed by the Director or designee, make changes within the general scope of this Agreement in any one or more of the following areas:
 - a. Work Statement activities which do not :
 - i. Increase or decrease the amount of total Agreement funding;
 - ii. Modify the project timeline as long as the last day of the project timeline is within the end date of the Agreement; or
 - iii. Modify terms consistent with any change to the Work Statement required by Federal, State, or County regulations ordinances or policies.
 - b. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the Subrecipient to ensure the latest documents are consulted and followed.
 - c. The County may increase or decrease funding resulting from a reallocation pursuant to a majority vote of the Consortium members with the agreement of both parties; provided the change in funding is approved by the Board of Supervisors.
5. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
6. Subrecipient agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent HOME Consortium Current Practices Manual and all provisions in the most recent Current Practices Manual. Non-compliance with the HOME Consortium Current Practices Manual shall constitute a breach of Agreement.
7. Subrecipient agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Subrecipient observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the County, in writing, and any necessary changes shall be accomplished by appropriate written modification.
8. Should the Subrecipient perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.
9. Acknowledge the contribution of the County HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.
10. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME Certifications.

V. **REVERSION OF ASSETS**

Upon expiration of this Agreement, the Subrecipient must transfer to the County any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds. Unexpended funds must be deobligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa HOME Consortium Intergovernmental Agreement -Three Year Cooperative Agreement. A written letter to deobligate funds will be sent to the Subrecipient from the County a minimum of ninety (90) days prior to termination of Agreement.

SECTION III
WORK STATEMENTS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
HOME Investment Partnerships Program
FY 2016-2017

DUNS #: 021648936

Consortium Member: Surprise, Arizona

Program Year: FY 2016-2017

Project: Housing Rehabilitation

FY 2016-2017 HOME Funds: \$136,692

Type of Property: Single Family

A. DETAILED SCOPE OF WORK:

Include the following-

1. Consolidated Plan goals as it relates to this activity, include the priority rating i.e. High, Low.
The improvement and reinvestment of current housing stock within the City of Surprise is a High priority in the Consolidated Plan.
2. Type of assistance/activity to be provided with HOME funds: Single Family Housing Rehabilitation
Owner-occupied single family housing rehabilitation will be provided with HOME funds.
3. Methods and instruments used for ensuring affordability: Recapture provision (insert description of how the funds will be recaptured i.e. paid in full, pro-rated etc.) The HOME funds will be secured by a Deed of Trust and Promissory Note and recorded with Maricopa County to ensure the home is not sold or transferred to another owner.
4. Anticipated use of program income/project proceeds:
Any program income will be used to supplement the completion if any additional single family housing rehabilitation projects.

B. OBJECTIVES AND OUTCOMES (Check appropriate box below.):

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

C. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
HOME funding	5 rehabilitations	Owner occupied housing rehabilitation	Low to moderate income families have safe and decent housing	Stable neighborhoods

D. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units
Households at or below 50%	1	1
Households at or below 60%	1	1
Households at or below 80%	3	3
TOTAL	5	5

E. PRIORITY POPULATIONS:

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

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

F. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
HOME Contract signed by City Council	12/1/2016	12/15/2016
Client Pre-qualification	7/1/2017	7/15/2017
Environmental Review	9/1/2017	9/30/2017
RFQ Issued	10/1/2017	11/1/2017
Developer Selected and Signed Development Contract	11/15/2017	11/30/2017
Home Set up Report to County	12/1/2017	12/15/2017
Rehabilitation to commence	1/15/2018	2/1/2018
Rehabilitation complete or Certificate of Occupancy	6/1/2018	6/30/2018
Unit Occupied by Low/Moderate Income Person/Family	7/1/2018	7/15/2018
Completion Report submitted to City	7/15/2018	8/1/2018

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

G. ACTIVITY BUDGET SUMMARY:

ACTIVITIES	HOME FUNDS FY 2016-2017	Additional Sources* (defined in Table G.)	TOTAL COST
<u>HOUSING REHABILITATION</u>			
Construction Costs-Materials	\$90,000	\$22,500	\$122,500
Builder Overhead			
Builder Profit	\$10,000	\$2,500	\$12,500
General Requirements			
Consultant/Specialist			
Permits & Fees	\$5,000	\$1250	\$6250
Construction Contingency	\$18,993	\$4748.25	\$23,741.25
Sales Tax	\$12,699	\$3174.75	\$15,873.75
Other-Infrastructure			
TOTAL	\$136,692	\$34,173	\$170,865
<u>ADMINISTRATION COSTS</u>			
Program Delivery-			
Personnel Costs			
Volunteer Labor			
GRAND TOTAL	\$136,692	\$34,173	\$170,865

H. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
City of Surprise	\$34,173	
TOTAL	\$34,173	

I. MATCH:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED TO THE PROJECT:

Match commitment must equal 25% of the HOME funds requested.

Documentation is due at the time of request for payment(s).

Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	City of Surprise	\$34,173
TOTAL		\$34,173

SECTION IV
COMPENSATION



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

A. COMPENSATION

1. Subrecipient shall be reimbursed utilizing Catalog of Federal Domestic Assistance (CFDA): 14.239, HOME Investment Partnerships Program provided to the County through the U.S. Department of Housing and Urban Development (HUD).
2. Subject to the availability and authorization of funds for the explicit purposes set forth below, County will pay the Subrecipient compensation for services rendered as indicated in the following subsections.

B. METHOD OF PAYMENT

1. Subrecipient agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment A) to County. Subrecipient may request funds only after the Subrecipient has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for project activities. Request for reimbursement must be made using the Request for Reimbursement form incorporated in this Agreement.
2. Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the Subrecipient requests funds from the County.
3. County agrees to reimburse Subrecipient for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by Subrecipient of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by County is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof. Upon receipt of a request for reimbursement, the County has 10 days to request additional supporting documentation. After receipt of fully supported request for reimbursement or additional documentation supporting a request, the County will issue reimbursement within 30 days.
4. Subrecipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may otherwise be reasonably required by the County to determine or confirm that any such expenditures are pursuant and within the scope of work.

C. TIMELINESS

Subrecipient will submit Requests for Reimbursements to the County at least monthly after the initial request for reimbursement. Subrecipient must seek reimbursement of expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1 through June 30 and all Requests for Reimbursement shall be submitted no later than July 10th for the preceding fiscal year.

D. REIMBURSEMENT

The County shall provide financial assistance in an amount up to One Hundred Thirty Six Thousand Six Hundred Ninety-Two Dollars (\$136,692) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the County entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

E. RELEASE OF FUNDS (ROF)

No funds may be encumbered prior to the completion of the Environmental Review except for exempt activities as described in 24 CFR 58.34(a)(1)-(11) that generally have no physical impact on the environment. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF

shall rest with the County. It is the responsibility of the Subrecipient to notify the County, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

SECTION V
ATTACHMENTS & FORMS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

Attachment A

SUBRECIPIENT HOME CERTIFICATION

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

- (A) Before committing any funds to a activity, the Subrecipient will evaluate the activity in accordance with 24 CFR 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:
 - 1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requires;
 - 2. Complete a timely environmental review;
 - 3. Complete an underwriting review; assess developer capacity, fiscal soundness and neighborhood market conditions; and
 - 4. The Subrecipient will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.
- (B) The Subrecipient will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.
- (C) The Subrecipient understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.
- (D) The submission of the program description is authorized under State and local law (as applicable), and that the Subrecipient possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;
- (E) The Subrecipient will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;
- (F) The Subrecipient will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;
- (G) The Subrecipient will provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The participating jurisdiction's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 - 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:

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

 Signature (Subrecipient Representative)

 Date

 Printed/Typed Name

 Title

JURISDICTION CERTIFICATION

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

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

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

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

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

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

Affirmative Marketing -24 CFR 92.351

1. Subrecipient must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME- funded programs, including, but not limited to, tenant-based rental assistance and down payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If the jurisdiction's written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with 24 CFR §92.253(d)(3), the jurisdiction must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the project.
2. The affirmative marketing requirements and procedures adopted must include:
 - (i) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);
 - (ii) Requirements and practices each Subrecipient and owner must adhere to in order to carry out the jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);
 - (iii) Procedures to be used by Subrecipients and owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program or the housing without special outreach (e.g., through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);
 - (iv) Records that will be kept describing actions taken by the jurisdiction and by Subrecipients and owners to affirmatively market the program and units and records to assess the results of these actions; and
 - (v) A description of how the jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.
3. A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in 24 CFR 92.351.

Minority outreach-24 CFR 92.351

The Subrecipient must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 85.36(c) of this title describes actions to be taken by a jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

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

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

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

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

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

Equal Access Rule -- It shall comply with requirements of the Housing and Urban Development Equal Access Rule (24 CFR Part 5 Final Rule 5863) to ensure equal access to housing and services regardless of gender identity.

Signature/Authorized City Official

Date

Printed/Typed Name

Title

City Name

APPENDIX TO CERTIFICATIONS**INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:****Lobbying Certification**

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

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings); or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
 - a. Place of Performance: City of Surprise
 - b. Check ☐ if there are workplaces on file that are not identified here.
 - c. The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

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

REQUEST FOR REIMBURSEMENT

Reimbursement #:

Subrecipient Name			Date	
Contract No			Reporting Category	
Subrecipient Address			Contract Amount	\$ -
Contact Person			Contract Balance	\$ -
Phone		Email	Contract Start	
County Vendor#			Contract End	

a	b	c	d	e.	f	g	h	i	j
Draw Type (EN,CR)	Activity Code	IDIS Act No.	Address	PI Received in IDIS	IDIS Activity Setup Amt. (\$)	Amount Expended	Amount Requested	Remaining Balance	Final Draw for Activity Y/N
					\$ -	\$ -		\$ -	
					\$ -	\$ -		\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
								\$ -	
Total				\$ -	\$ -	\$ -	\$ -		

Recipient Authorized Signature		Date	Title
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.			
Performance Reports	Current ☐	Not Current ☐	For MCHSD Use Only
Match Report	Current ☐	Not Current ☐	
MCHSD Sr. Grants Acct Approval			
MCHSD Project Coordinator Approval		Date	MCHSD Assistant Director Approval
			Date

Attachment C

2015 HOME Program Maximum Per-Unit Subsidy Limits for all HOME assisted project activities as of November 18, 2015

BR Size	Section 234 ELEVATOR BASE LIMITS [most current Dated 11/18/15]	X	240% HCP	=	Max Per Unit HOME Subsidy Limit
OBR	\$ 58,378	X	2.4	=	\$ 140,107
1BR	66,923	X	2.4	=	160,615
2BR	81,377	X	2.4	=	195,305
3BR	105,276	X	2.4	=	252,662
4BR+	115,560	X	2.4	=	277,344

For additional information, refer to [HUD Informational Bulletin](#) CPD-16-01.

Monthly Summary of Program Income and Recaptured Funds Received and Used									
Fiscal Year: 2014-2015									
For the Month of:									

[illegible]

[illegible]



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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Council Meeting Date:	December 6, 2016	Contact Person:	Mike Gent, Public Works Director
Submitting Department:	Public Works	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on FY2017 budget amendment in the amount of \$129,200 by reallocating appropriations from contingency within the Grants Fund to the General Capital fund to provide additional funding for two (2) projects for the Cactus Road Medians and the 107th Avenue and Union Hills projects; Resolution # 2016-147.

Motion:

I move to approved Resolution # 2016-147.

Background:

With approval of this resolution the Public Works Department will work with the Finance Department to establish and/or increase appropriation for two capital projects.

The two projects are:

1. The fifth amendment to the Marley Park Development associated with the Cactus Road Medians, calls for the City to reimburse Marley Park Development for the City's share of the Cactus medians just east of Bullard in an amount not to exceed \$140,727 the City has received the final invoice and is obligated to pay within 90 days. The final invoice amount is of \$127,595.79.
 2. A grant project with Maricopa County Flood Control District (McFlood) for the 107th Avenue and Union Hills project P61060. An additional \$1,600 is needed to reimburse McFlood.
-

Objective Analysis:

The two projects that have been identified as needing funding are driven by a development agreement and grant requirements as approved by Council. Failure to pay could deter future development agreements and grant opportunities .

Policy Compliant:

This item is policy complaint.

Financial Impact:

As a part of finalizing FY2016, additional funding within the General Fund was identified. The approval of this item will authorize the use of \$129,200 of savings identified within the General Fund to provide funding for the Cactus Rd Medians and 107th Ave and Union Hills projects. A total of \$127,600 will be utilized for the Cactus Rd Medians project in order to fulfill developer agreement obligations. The remaining \$1,600 will be utilized for the 107th Ave and Union Hills project to complete the \$14,100 reimbursement due to McFlood.

Budget Impact:

This action will allocate a total of \$129,200 of General Fund savings for the Cactus Rd Medians and 107th Ave and Union Hills projects. As this additional fund balance was unforeseen during the FY2017 budget process, budget authority will be reallocated from contingency in the Grants fund normally reserved for unforeseen revenues such as this. The action will also result in an actual transfer of funds from the General Fund to the General Capital fund in the amount of \$129,200.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

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☐ [Resolution 2016-147](#)

RESOLUTION # 2016-147

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$129,200 FROM CONTINGENCY WITHIN THE GRANTS FUND TO THE GENERAL CAPITAL PROJECTS FUND AND A TRANSFER OF ACTUAL FUNDS OF \$129,200 FROM THE GENERAL FUND TO THE GENERAL CAPITAL PROJECTS FUND FOR THE CACTUS ROAD MEDIANS AND THE 107TH AVENUE AND UNION HILLS PROJECTS.

WHEREAS, the General Fund ending fund balance for FY2016 is higher than estimated;

WHEREAS, the City of Surprise wishes to authorize the use of contingency funding within the Grants Fund to provide additional funding for the Cactus Road Medians and the 107th Avenue and Union Hills projects;

WHEREAS, the City of Surprise adopted by Council Resolution #2015-60 the fifth amendment to the Marley Park Development which included infrastructure improvements along Cactus Road between Litchfield and Bullard;

WHEREAS, as part of Resolution 2015-60, the City of Surprise agreed to reimburse the developer for the City's portion of the Cactus Road medians associated with the fifth amendment to the Marley Park Development;

WHEREAS, the FY2017 adopted budget includes funding for the 107th Avenue and Union Hills project in the amount of \$12,500 within the General Capital Projects Fund;

WHEREAS, an additional \$1,600 is needed to accommodate payment associated with the 107th Avenue and Union Hills project;

WHEREAS, the FY2017 budget was adopted by Council Resolution #2016-81 on June 21, 2016;

WHEREAS, this action will necessitate a budget adjustment;

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2016 through June 30, 2017.

APPROVED AND ADOPTED this _____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-147

Exhibit A

The FY2017 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 / Project or Dept. / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
General Capital Projects Fund / Cactus Median Marley Park #P61390	\$0	\$127,600	\$127,600
General Capital Projects Fund / 107th and Union Hills Drainage #P61060	12,500	1,600	14,100
Grants Fund / General Operations / Contingency	22,701,100	(129,200)	22,571,900
Total	\$22,713,600	\$0	\$22,713,600

The allocations below represent an actual transfer of funds from the General Fund to the General Capital Projects Fund to support the reallocation of appropriations.

Fund / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
General Fund / Transfer Out	\$12,828,000	\$129,200	\$12,957,200
General Capital Projects Fund / Transfer In	(7,648,900)	(129,200)	(7,778,100)
	\$5,179,100	\$0	\$5,179,100



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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Council Meeting Date:	December 6, 2016	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	6
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of street maintenance of the north half of Cactus Road, from N. Bullard Avenue to N. 143rd Avenue. This roadway was constructed as a part of Marley Park Phase 3, generally located on the northeast corner of Cactus Road and Bullard Avenue; Resolution # 2016-134.

Motion:

I move to approve Resolution # 2016-134.

Background:

The Public Works Department conducted the final inspection of the public improvements for the north half of Cactus Road, from Bullard Avenue to 143rd Avenue, on or about April 18, 2016 totaling 10,450 SY (approximately ½ lane miles) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement and a median.

Objective Analysis:

The improvements for this property provide roadways for conveyance adjacent to the property. This action will accept the required infrastructure.

Policy Compliant:

City Code generally requires development to install public infrastructure adjacent to their development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets, water, and sewer infrastructure increases the City's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure items included with this item is \$559,666.

Budget Impact:

Funding for infrastructure maintenance is included in street preservation and maintenance, water and sewer operational budgets. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

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- ☐ [Resolution 2016-134](#)
 - ☐ [Inspector Sign Off](#)
 - ☐ [Notice of Completion Letter](#)
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RESOLUTION # 2016-134

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, CONDITIONALLY ACCEPTING MAINTENANCE OF THE STREET AND PUBLIC UTILITY IMPROVEMENTS AT CACTUS ROAD, GENERALLY LOCATED BETWEEN N. BULLARD AVENUE AND N. 143RD DRIVE ROADS.

WHEREAS, the Mayor and City Council of the City of Surprise approved a map of dedication entitled "Waddell Road, Litchfield Road and Cactus Road" on, April 13th, 2006;

WHEREAS, Marley Park Community Association, Inc., the developer of Marley Park, dedicated to the City the street and public utility improvements, generally located on the north half of Cactus Road, from N. Bullard Avenue to N. 143rd Avenue;

WHEREAS, the City of Surprise Public Works Department Engineering Division conditionally accepted the improvements describes in this resolution on June 20, 2016;

WHEREAS, the City of Surprise notes that the one-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements upon final acceptance of the improvements.

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

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs that the City to release warranty and begin maintenance of the street and public utility improvements.

APPROVED AND ADOPTED this _____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

CACTUS ROAD

North Half - BULLARD TO 143RD AVE



EXHIBIT B

List and Cost of Improvements



Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 10/4/16
Re: Marley Park Phase 3 Cactus Rd Improvements and City Acceptance

The public improvements for the above project have been completed and are anticipated to be on the December 6, 2016 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting.

- City Paving - \$331,189.40
- City Concrete - \$129,750.40
- City Storm Drain - \$39,023.50
- City Water - \$59,702.95



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/20/2016 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

4/18/2016 Date of Punch-List Walk 6/20/2016 Date Punch-List Completed

Permit Number: E15P-0344

Project Name: Cactus Road Marley Park

Project Description (Phase/Parcel): _____

Project Developer/Builder: (Name, Address, and Phone #)

DCS Contracting INC

11525 E. Germann Rd Chandler, AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Cactus Road	Arterial	Bullard Road	143rd Ave	2 Lanes	1 Mile	Median/ North side improvements

MATERIALS:

Asphalt: Vulcan Materials Supplier 1 Total Lane Miles 10,450 Total Square Yards

Water: 6" DIP Size/Type 250' Total Linear Feet Size/Type Total Linear Feet

Size/Type Total Linear Feet Size/Type Total Linear Feet

Sewer: N/A Size/Type Total Linear Feet Size/Type Total Linear Feet

Size/Type Total Linear Feet Size/Type Total Linear Feet

Fire Ln: N/A Size/Type Total Linear Feet Size/Type Total Linear Feet

Additional Comments: _____

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☐ Final Certification Letter from Engineer of Record

☒ Complete Geotechnical Testing Packet

☐ Sewer Pressure Testing Results

☐ Sewer Manhole Vacuum Testing Certification

☐ Sewer Manhole Insecticide Certification

☐ Sewer Videos with Operators Notes (inc. re-videos)

☐ Other _____ (Specify)

☐ Asphalt Concrete Emulsion Fog Seal Cert. (SS1H)

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Streetlight Energize Letter

☒ As built Documents (PDF copy on CD)

☒ As Built Documents in PDF format (copy on CD)

☒ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: _____

Date: 6/20/2016

Civil Engineering Supervisor: _____

Date: 06/20/2016



Public Works Department
Engineering Development Services
16000 North Civic Center Plaza
Surprise, Arizona 85374
Phone 623-222-6141
Fax 623-222-6006

August 02, 2016

DCS Contracting Inc.
11525 E. Germann Rd.
Chandler, AZ 85286

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR
MARLEY PARK PHASE 3 CACTUS RD IMPROVEMENTS-FS13-148**

The City of Surprise Public Works Department has completed the inspection of the street and public utility improvements for the above referenced subdivision. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of one (1) year; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6153.

Sincerely,

Kristin Tytler P.E.
Development Engineering Manager

kt/jg

c: David Mobley, Civil Inspector
Mike Gent, Public Works
David Kohlbeck, Public Works
John McFarland, Public Works
Lee Lambert, Water Resources Management

Lora Ingram, Finance
Antonio DeLaCruz, Public Works
Fermin Camacho, Public Works
Terry Lowe, Water Resources Management
Warren Dancer, Water Resources Management



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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

Council Meeting Date:	December 6, 2016	Contact Person:	Eric Fitzer - Community Development
Submitting Department:	CD	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a Fiscal Year 2017 budget amendment in the amount of \$843,253 for receipt of grant funding from the Department of Defense (DoD) Office of Economic Adjustment to help prevent the siting of energy projects from adversely affecting DoD's test, training, and military operations; Resolution #2016-150.

Motion:

I move to approve Resolution #2016-150.

Background:

In April of 2015, the Department of Defense (DoD) Office of Economic Adjustment (OEA) announced an opportunity to request funding from field activity, for community planning assistance to help prevent the siting of energy projects from adversely affecting DoD's test, training, and military operations. The reason this notice was initiated is that the commercial development of energy projects may affect unique DoD activities and military readiness, especially when located near installations, ranges, or on lands beneath designated military training routes or special use airspace. The notice offered the opportunity for state, tribal, and local governments to support effective collaboration, early engagement, and dialogue between DoD and energy developers to ensure proposed energy projects may proceed without compromising DoD missions.

In an effort to protect the military missions in the State of Arizona, the City of Surprise and Arizona State University (ASU) have partnered together along with the Arizona Geological Survey, Arizona Department of Emergency Management and Military Affairs, the Sonoran Institute, the Western Regional Partnership, the Arizona Aerospace and Defense Association as well as the all of the military bases in the State of Arizona to work collaboratively in this effort.

The Community Development Department was authorized by Council Resolution #2016-24 to enter into an intergovernmental agreement (IGA) with ASU which was signed and dated April 25, 2016. The two entities are working hand-in-hand with the state, cities, counties, tribes, and military installations to create an Arizona Military Energy Land Use Plan (AME-UP). This plan and an accompanying multi-dimensional web tool will provide best practices for siting of renewable energy projects within Arizona.

By connecting a wide variety of stakeholders across the state, the plan will incorporate existing documentation of maps, airspace, land use, land zoning, general plans, Bureau of Land Management (BLM) zones, military installations, flight paths, and proposed and existing renewable energy projects. AME-UP will also use an inclusive model of engagement through stakeholder meetings and focus groups to ensure extensive input and feedback from those directly involved and invested in the successful operation of military installations concurrent with the development of renewable energy projects.

The City has been awarded grant funding in the amount of \$843,253 with a non-federal match of \$98,216.

Objective Analysis:

The City of Surprise and ASU are going to work hand-in-hand with the state, cities, counties, tribes, and military installations to create an AME-UP Plan. This plan and an accompanying multi-dimensional web tool will provide best practices for siting of renewable energy projects within Arizona. By connecting a wide variety of stakeholders across the state, the plan will incorporate existing documentation of maps, airspace, land use, land zoning, general plans, BLM zones, military installations, flight paths, and proposed and existing renewable energy projects. AME-UP will also use an inclusive model of engagement through stakeholder meetings and focus groups to ensure extensive input and feedback from those directly involved and invested in the successful operation of military installations concurrent with the development of renewable energy projects.

Policy Compliant:

The proposed action is consistent with City and Council Policies.

Financial Impact:

This 20 month grant will span two fiscal years (FY2017 and FY2018). The grant award includes \$843,253 with a \$98,216 match requirement. The City will utilize \$13,010 of the grant funds for professional and outside services to provide grant management services and sub-award \$830,243 of the grant funds to ASU to conduct the activities outlined in the project.

The FY2017 match requirement of \$59,650 will be met with \$15,701 of the City's Community Development Director's salary and the remaining \$43,949 will be met by ASU. The FY2018 match requirement of \$38,566 will be met with \$10,568 of the City's Community Development Director's salary and the remaining \$27,998 will be met by ASU.

Budget Impact:

This action will reallocate appropriation in the amount of \$15,700 within the General Fund from the Community Development Department's operating budget to the project budgeted for the identified FY2017 City match. Additionally, this item will reallocate appropriation in the amount of \$843,300 within the Grants Fund from contingency to professional and outside services without exceeding the approved total annual budget for FY2017.

The FY2018 City match will be included as part of the FY2018 Recommend Budget in the amount of \$10,600 as a portion of the City's Community Development Department's salary.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [City of Surprise Fully Executed IGA](#)
 - ☐ [City if Surprise Budget Correction Memo](#)
 - ☐ [AME-UP Final Budget Justification](#)
 - ☐ [Resolution 2016-150 Finance Approved 111615](#)
-

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ARIZONA BOARD OF REGENTS ON BEHALF OF ARIZONA STATE UNIVERSITY

AND

CITY OF SURPRISE

FOR THE ARIZONA MILITARY AND ENERGY LAND USE PLAN

This **AGREEMENT** ("Agreement") is entered into this 25th day of April, 2016, by and between the **ARIZONA BOARD OF REGENTS ON BEHALF OF ARIZONA STATE UNIVERSITY** ("ASU") and the City of Surprise ("Agency").

WHEREAS, the Parties are authorized to enter into this Agreement with one another pursuant to Arizona Revised Statutes ("A.R.S"). § 11-952 and 15-342(13), inter alia; and.

WHEREAS, The Arizona Board of Regents (ABOR) is authorized to enter into agreements by the Arizona legislature (A.R.S. § 15-1625.B).

WHEREAS, Agency desires to obtain grant funding from the Department of Defense Office of Economic Adjustment for research to be performed by ASU, as described in the scope of work attached hereto and incorporated herein as Exhibit A (the "Project"), and ASU desires to conduct such research, the Project contemplated by this Agreement is of mutual interest to Sponsor and ASU and furthers the educational, scholarship and research objectives of ASU as a nonprofit, tax-exempt, educational institution;

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Effective Date. This Agreement will be effective as of the date of the last signature below.
2. Term. The term of this Agreement shall be for twenty (20) months from the effective date of this Agreement.
3. Scope of Work. ASU will use reasonable efforts to perform the services and deliver any reports or other items specified in Exhibit A.
4. Principal Investigator. ASU will provide Kristin Mayes, Director, Julie Ann Wrigley Global Institute of Sustainability as Principal Investigator ("PI") for work contemplated and performed under this Agreement.
5. Termination. Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days written notice prior to the date of termination.

6. Notices. All notices shall be mailed or delivered to the party to receive such notice to the following address.

a. If intended for Agency to:

City of Surprise
Attn: City Attorney's Office
16000 N Civic Center Plaza
Surprise, AZ 85374

Copy to:
Attn: Eric Fitzer
Title: Community Development Director
Phone: (623) 222-3020

b. If intended for ASU, to:

Office for Research & Sponsored Projects Administration
Arizona State University
P.O. Box 876011
Tempe, Arizona 85287-6011
e-mail: asu.awards@asu.edu
Phone: (480) 965-1427
Fax: (480) 965-2455

Copy to:
Attn: Kris Mayes
Title: Principal Investigator
email address: Kris.Mayes@asu.edu

7. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.

8. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.

9. Invalidity of a Term. The parties agree that in the event any term, covenant or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.

10. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133(D) and 12-1518.

11. Conflict of Interest. The parties acknowledge that this Agreement is subject to

cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

12. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.

13. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.

14. Unavailability of Funding. Every payment or financial obligation of the parties 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 any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and neither the Agency nor ASU shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

15. E-verify. To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement and may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

ARIZONA BOARD OF REGENTS
ARIZONA STATE UNIVERSITY

Signature: Heather C. Clark

Name: Heather C. Clark
Associate Director Research Administration

CITY OF SURPRISE:

Name: Sharon Wolcott

Sharon Wolcott, Mayor

ATTEST: Sherry Aguilar

Sherry Aguilar, City Clerk

APPROVED this 15 day of March, 2016.

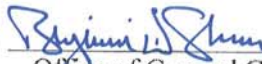
This Intergovernmental Agreement has been reviewed by the undersigned attorney for the Agency who has determined that it is in appropriate form and within the powers and authority granted by law to the Agency designed herein.

BY: Robert Wingo

Robert Wingo, City Attorney

This Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Legal Counsel for Arizona State University.

Dated this 25TH day of April, 2016.

BY: 
Office of General Counsel for
Arizona State University

*Arizona Military & Energy Land Use Plan (AME-UP)***1. Point of Contact**

Mr. Eric Fitzer

Title: Director, Community Development

Address: 1600 North Civic Center Plaza, Surprise, Arizona 85374

Direct Phone: (623) 222-3020

Email: Eric.Fitzer@surpriseaz.gov

2. Potential Energy Development (and see Figure 1)

Project Title & Developer	Description	Location
Crossroads, Solar Reserve	Concentrated Solar Power tower, 150 MW, 538 ft. height	Gila Bend, AZ, Private Land
Quartzsite, Solar Reserve	Concentrated Solar Power tower, 100 MW, 653 ft. height	Quartzsite, AZ, BLM Land
Harquahala Valley Solar Tower, Abengoa Solar LLC		Tonopah, AZ, Private Land
Enviromission Tower, Enviromission LLC	Updraft tower, 200 MW, 2,600 ft. height	Quartzsite, AZ, State Land
Solar Wind Down Draft Tower, Solar Wind Energy, Inc.	Downdraft tower, 600 MW, 2,250 ft. height	San Luis, AZ, Private Land
Hualapai Valley Solar	Concentrated Solar Power – Parabolic Trough, 340 MW	Mohave County, AZ, Private Land
Sonoran Solar, NextEra Energy Resources	Photovoltaic, 300 MW	Buckeye, AZ BLM Land
Maricopa Solar Park, Marisol Energy 2 LLC	Photovoltaic, 300 MW	Maricopa, AZ, BLM Land
Mojave County Wind Farm, BP Wind Energy	Wind, 425-500 MW, 238 turbines, 397-492 ft. height	Kingman, AZ, BLM & Bureau of Reclamation Lands
Boquillas Wind Project, Edison Mission Energy & NTUA	Wind, 85 MW (first phase) – 200 MW (build out)	Navajo Reservation, AZ, Tribal Land
Yavapai Ranch, NextEra Energy	Wind, 99 MW, 81 turbines	Yavapai County, AZ, Private Land
Centennial West, Clean Line Energy Partners	Merchant Transmission, 600 HVDC, New Mexico to California	Northern AZ route
Sunzia Southwest Transmission Project, Sunzia	Merchant Transmission, 500 KV, New Mexico to Arizona	Southern AZ route
Southline Transmission Project, Black Forest Partners	Merchant Transmission, 345 KV & 115 KV, New Mexico to Arizona	Southern AZ route

3. Project Description

The City of Surprise and Arizona State University (ASU) seek to work hand-in-hand with the state, cities, counties, tribes, and military branches to create an *Arizona Military & Energy Land*

Arizona Military & Energy Land Use Plan (AME-UP)

Use Plan (AME-UP). The AME-Up plan will provide best practices for siting of renewable energy projects within the State of Arizona, one of the highest activity states for both military use and renewable energy projects. Rather than a static document, ***we propose a multi-dimensional tool that can be used as an interactive community planning resource that will spur discussion and collaborative siting for renewable energy projects, while respecting parameters and requirements of military bases and installations.***

By utilizing general and comprehensive land use plans, existing Renewable Energy Development Areas and Bureau of Land Management (BLM) Section 368 West Wide Energy Corridors, we can mitigate or prevent incompatible energy development activities that are likely to impair the continued operational utility of Arizona's Department of Defense (DoD) bases and installations. The end result will be effective collaboration, including early engagement and dialogue between state and local governments, the DoD, and energy developers to ensure that proposed energy projects may proceed without compromising the DoD's military testing and operational training.

Arizona is a natural model for addressing military and civilian use of land. The state is home to an integrated network of military facilities, including military airports, ranges and Special Use Airspace (SUA) connected by low-level Military Training Routes (MTR) that provide a key foundation for our nation's security (see map in figure 1). Arizona's military bases are billion dollar economic engines for the state and often the largest employers in the communities where

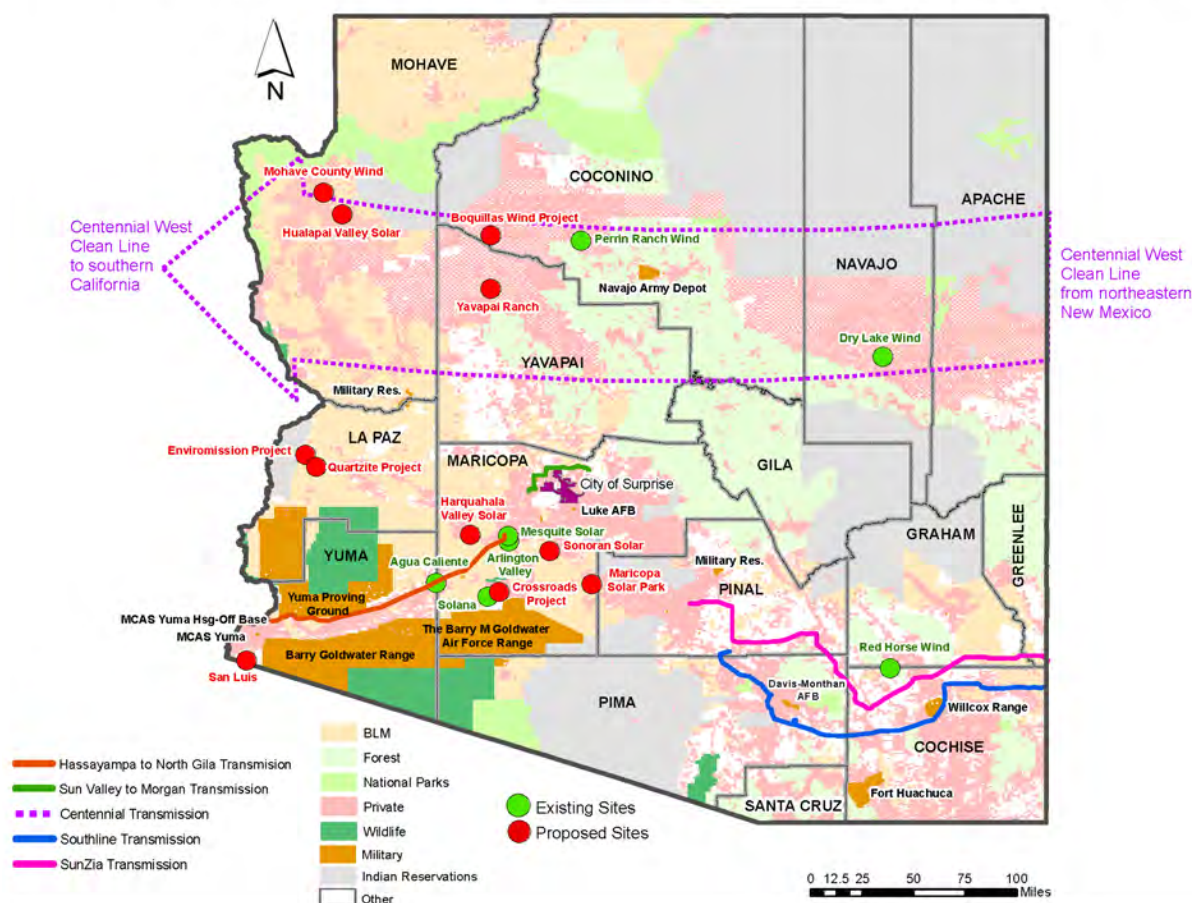


Figure 1. Definition of the Study Area. Arizona reflects the need for integrated management and collaboration across stakeholders to ensure that national security is not affected by renewable energy projects.

Arizona Military & Energy Land Use Plan (AME-UP)

they are located. Concurrently, Arizona has had record immigration since the 1950's (1950: 749,587 compared to 2015: 6.7 million). Added to the mix, Arizona has the greatest solar energy potential of any state. According to a 2014 study by the Environment Arizona Research & Policy Center, Arizona is #1 in the nation for installed solar (per capita). Smaller markets in wind and algae cultivation are rapidly expanding, as emphasis on alternative energy is driven by economic and resource availability.

In these ways, Arizona reflects two national needs: (1) military training and preparedness, and (2) development of renewable energy resources. Together these provide economic development, national safety and security, and quality of life for Arizona's residents.

Given all this activity, early coordination among energy developers, cities, counties, towns, state and tribal entities and the military will help ensure that project development conflicts are minimized so as to not impede military mission requirements.

The DoD is the largest energy consumer in the world, spending nearly \$20 billion every yearⁱ. Over the last few decades, renewable energy has emerged as a major component of military spending. The number of renewable energy projects on U.S. military bases rose from 454 in 2010 to 700 in 2012 and is steadily increasing each yearⁱⁱ. By 2025, the DoD is aiming to have 25 percent of the energy it procures or generates come from renewable sources. If this goal is reached, 297,000 new jobs from renewable energy development would be created as well as \$263.4 billion in capital investment. In addition, consumers would save \$64.3 billion in electricity and natural gas bills, increasing to \$95 billion by 2030ⁱⁱⁱ. Davis-Monthan Air Force Base, located in Tucson, Arizona is currently building a 14-megawatt solar array, the military's largest solar project. This solar PV project is expected to provide 35 percent of base electricity requirements, saving the base an average of \$500,000 annually^{iv}.

States have also increased their commitment to renewable energy, with 28 states, plus Washington DC and three U.S. territories adopting a renewable energy mandate.^v Arizona's Renewable Energy Standard, passed in 2006 by the Arizona Corporation Commission, requires an increasing amount of electricity sold in the state to be from renewable sources, reaching 15 percent by 2025^{vi}. Due, in large part to this energy standard, Arizona has increased renewable energy spending and initiated numerous renewable energy projects, which has had a correlating positive impact on the state's economy. In 2011, renewable energy projects created a total of 16,790 jobs and \$795 million in wages in Arizona^{vii}. These renewable energy projects have stimulated the local economy and kept money circulating within the state, benefitting the economy over time. By 2013, Arizona ranked second in the nation for utility-scale electricity generation from solar energy,^{viii} second only to California. By contrast, according to the Arizona Department of Commerce, with the continued use of fossil fuels, more than half of all expenditures for energy leave the state and are not reinvested in local economies^{ix}. Proper implementation and maintenance of renewable energy projects will reduce demand on imported fossil fuel, thus keep more money in the state.

Our proposed plan and tool, AME-UP, will also incorporate and provide guidelines and practices for comprehensive and detailed economic impact analysis. Economic impact is a major factor influencing the development of renewable energy projects on or near military installations and associated ranges. Examples of such impacts include opportunity cost of the military land space occupied, impacts on military base operations, financial returns on the renewable projects, economic value of the environmental impacts, job creation and local supply chain impacts, and

Arizona Military & Energy Land Use Plan (AME-UP)

impacts on the local and regional electric grid. We will quantify economic impacts using simulation tools such as the Jobs and Economic Development Impact (JEDI) model developed by National Renewable Energy Laboratory (NREL), stakeholder interviews, and empirical econometric modeling.

In addition, because Arizona is part of an integrated and interdependent complex of military ranges and Special Use Airspace (SUA) spanning all four services, we will work closely with the Southwest Regional Coordination Team (RCT), a cross Services team, who are responsible for encroachment and sustainment concerns in the Region. This includes working with representatives from each of Arizona's military branches spanning seven installations across the state (see call out box on the right & letters of support, *Army letter is pending*).

This project is especially critical given the December 30, 2014 recommendations by the Governor's Arizona Strategic Military Affairs Advisory Panel (SMAAP), which included:

- Airspace coordination/prioritization will be increasingly important as military flying missions grow in Arizona. Existing airspace must be protected.
- Continued growth of the energy sector in Arizona will continue into our future. While this is an economic advantage to the state, new energy infrastructure can potentially encroach on military operations (see call out box below). This necessitates completing an early review of new projects, which are crucial to retaining our installations.

Air Force Bases/Ranges

- Barry M. Goldwater Air Force Range, Phoenix
- Davis Monthan Air Force Base, Tucson
- Luke Air Force Base, Glendale

Army Bases

- Camp Navajo Army Base, Flagstaff
- Fort Huachuca Army Base, Cochise
- Yuma Proving Ground Army Base, Yuma County

Marine Corps Bases

- MCAS Yuma Marine Corps Base, Yuma

Identified encroachment issues with potential DoD impacts:

- Radar interference – wind
- Low-level flight obstructions – wind, solar towers
- Electromagnetic interference – electric transmission
- Glint – momentary flash – solar PV, solar towers
- Glare – continuous source – solar PV, solar towers
- Night Vision Goggles (NVG) – photovoltaic reflection (potential/research needed)

AME-UP will take into account military bases, airspace, and high and low level training routes throughout the state. In most Joint Land Use Studies (JLUS), a specific DoD installation is studied through an Air Installations Compatible Use Zone (AICUZ) program. Under the AICUZ program the Accident Potential Zones (APZ's) and day-night average sound levels (DNL'S) are identified. Due to the interconnected nature of Arizona's DoD bases and installations and the study of multiple renewable energy and transmission projects identified, the Military Influence Planning District (MIPD) studied by AME-UP will be state-wide.

3.1 Promoting Compatible Siting

The proposed project will leverage our partners' place in the regional ecosystem for the quick identification and recruitment of adequate resources and stakeholders to create and release a

Arizona Military & Energy Land Use Plan (AME-UP)

testing version of AME-UP. Recognizing that Arizona is a home rule state (local government authority), the writing and adoption of AME-UP will necessarily be a grassroots effort. Success in achieving our objectives will come through active collaboration, information sharing and consensus building. Using this approach, the project's overall goals are to:

- Identify best practices for **stakeholder engagement** around energy projects proximal, tangential, and impacting DoD test, training, and military operations such that it can be modeled and used repeatedly for scenario testing across situations and contexts.
- Identify best practices for energy **site qualification** for DoD test, training, and military operations such that it can be modeled and used repeatedly for scenario testing across situations and contexts.
- Create a best practices plan for **assessment** of existing and planned energy projects proximal, tangential, and impacting DoD test, training, and military operations such that it can be modeled and used repeatedly for scenario testing across situations and contexts.
- Identify best **land-use areas** for development of specific renewable energy technologies/projects such that it can be modeled and used repeatedly for scenario testing across situations and contexts.

Success in achieving our objectives will come through active collaboration, information sharing and consensus building using a bottom-up approach. Using this approach, we will achieve the following:

- Gather existing data and overlay military bases, airspace flight routes with the existing documentation of maps, community and county general and comprehensive land use plans, existing land use, zoning, BLM zones Renewable Energy Development Areas and BLM Section 368 West Wide Energy Corridors, in order to identify locations where siting of energy projects, including electrical transmission lines, could adversely impact Arizona's DoD testing, training, and military operations.
- Develop a framework for identifying and characterizing types of encroachment on military operations associated with renewable energy projects.
- Prepare a set of case studies illustrating various types of encroachment and how these were addressed through stakeholder engagement processes.
- Identify best practices for stakeholder engagement around energy projects proximal, tangential, and impacting DoD testing, training, and military operations.
- Identify best practices for energy site qualification for DoD testing, training, and military operations.
- Create best practices plan for assessment of existing and planned energy projects proximal, tangential, and impacting DoD testing, training, and military operations.
- Identify locations where siting of energy projects, including electrical transmission lines, could adversely impact Arizona's DoD testing, training, and military operations.
- Identify lands where the development of energy projects pose no threat to military installations in order to guide the development community in areas more acceptable for such energy development.
- Conduct a sensitivity analysis of lands where development of energy projects are likely to encounter permitting challenges or have meaningful negative environmental impacts.
- Utilizing the above documentation, create a comprehensive master DoD testing, training, and military operations land use plan.
- Frame the vision and plan for an online interactive geo-spatial tool that can be used by

Arizona Military & Energy Land Use Plan (AME-UP)

city and community planners, developers and stakeholders to identify potential permitting requirements, cultural and natural resource sensitivities, and opportunities/conflicts between renewable energy development and military facilities.

3.2. Definition of Study Area

The project team will concentrate in the regions of Arizona where, if proposed renewable energy projects are developed, could conflict with the military missions (see figure 1). The project team will, through an inclusive model of engagement, hold stakeholder meetings and focus groups to create a landscape assessment of challenges. The team will work with these regional groups to obtain feedback from those directly involved in and invested in the protection of the military mission concurrent with the successful development of renewable energy projects. This assessment will be used to indicate where there are current and potential impacts to the military missions underway in Arizona. These engagements will allow the project team to identify technical, economic and land use issues.

The project team will then create the AME-UP map to identify potential areas where energy development adversely impacts military missions, with the addition of real world examples where energy developments have been proposed, are in process or have been approved. Subsequently the AME-UP tool will provide land use and development guidance to the authorities having jurisdiction on best practices for development of energy projects in areas that may impact military missions. AME-UP will also identify lands where the development of energy projects pose no threat to military installations.

AME-UP will provide a framework for identifying and characterizing types of encroachment on military operations associated with renewable energy projects. This framework builds upon an overarching structure developed by the Sonoran Institute in its study of encroachment on public lands in Arizona. It is designed to help decision-makers and stakeholders determine the appropriate actions to address specific types of encroachment. Additionally, AME-UP will prepare a set of case studies illustrating various types of encroachment and how these were addressed through stakeholder engagement processes to avoid, minimize, or mitigate impacts. Both the framework and case studies will be designed to assist in developing and organizing best practices in siting, designing, and other actions to reduce impacts to military operations from renewable energy projects (see figures 2 and 3 for project schedule and milestones).

Future efforts to enhance AME-UP through the creation of an interactive tool could be completed through ASU's Decision Theater (<https://dt.asu.edu/>). The Decision Theater helps leaders visualize solutions to complex problems through advanced modeling and simulation technology. Using nodes at ASU and the McCain Institute in Washington DC, the network connects researchers from all disciplines with national and international policy makers. The Decision Theater's immersive visualization environments include: seven-screen panorama HD displays high-performance computation for analysis and simulation, large-capacity data storage, remote sites to allow sharing of expertise, and collaborative software for sharing applications across platforms.

Arizona Military & Energy Land Use Plan (AME-UP)

3.3 Capitalizing on Existing Strengths Integration with Existing/Ongoing Efforts

Arizona was ranked first in percentage of new electrical capacity from solar in 2014. Concurrently, Arizona's military bases are often the largest employers in the communities where they are located. Arizona's cities, towns and counties have years of expertise relative to coordination of development with military operations. As of 2015, Arizona's military installations have been involved with seven (7) Joint Land Use Studies; and one more state-wide in nature.

However, these studies are specific to development encroachments or expansion of day-night average sound levels (DNL's) and have not taken into account large scale energy development and the impacts on low/high level training routes and radar.

Capitalizing on the breadth and depth of the existing knowledge base and the capacity of ASU, the AME-UP model will be replicable in other parts of the country with regards to the coexistence of energy developments and military installations.

		Month															
Task/Activities		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Phase I: Research	1.1 Siting and permitting																
	Develop requirements list for DoD; Identify and compile requisite documents and resources for state, local, and federal land use; Identify and compile renewable energy project plans; develop encroachment framework; prepare case studies of encroachment impacts and stakeholder efforts to address these issue																
	1.2 GIS Data Collection																
	Identify and collect existing data resources; create opportunity for collection of real-time data																
	1.3 Intangible Data Collection																
Phase II: Outreach	Identify and collect existing economic and quality of life data; create opportunity for collection of real-time data																
	1.4 Stakeholder identification																
	Military, tribes, cities, counties, subject matter experts, state legislators, congressional delegates, Governor's office, industry, utilities, non-governmental organizations																
	2.1 Stakeholder Engagement																
	Stakeholders are contacted and surveyed for information and feedback regarding scope and impact of renewable energy projects on military operations using focus group and in person visits																
Phase III: Tool Dev.	2.2 Round-table Sessions																
	Two group sessions for six groups of stakeholders; data recording (notes and materials)																
	2.3 Focus Groups																
	Small group sessions with key stakeholders; data recording (notes and materials)																
	2.4 Analysis																
Phase IV: Test and Verify	Overlay and integration of stakeholder information with task 1.2 Data Collection																
	3.1 AME-UP release																
	Synthesis of data collection and all analysis into single document; incorporation of feedback from stakeholder groups																
	4.1 Dissemination																
	Publication (hard copy) of report; delivery to stakeholders; online portal for scenario examination																
	4.2 Demonstration (Optional)																
	Modeling of decision making tool using ASU's Decision Theater																

Figure 2. AME-UP Project Schedule.

Project Tasks	Performance Milestone(s)
1. Research	
1.1 Siting and permitting	Requirements list complete (Month 2)
1.2 & 1.3 Data Collection	All resources integrated into processing system (Month 3)
1.4 Stakeholder identification	Identification of >90% of stakeholder representatives (Month 7)
2. Outreach	
2.1 Stakeholder Engagement	Invitations to outreach activities complete (Month 7)
2.2 & 2.3 Round-table and Focus Group	>90% of planned meetings complete, with >75% attendance per meeting (Month 10)
2.4 Analysis	>90% of data from meetings captured and overlaid with Tasks 1.2 and 1.3 Data Collection (Month 11)
3. Tool Development	
3.1 AME-UP release	Version 1 of AME-UP delivered to DoD (Month 12)
4. Test and Verify	
4.1 Dissemination	Presentation to stakeholders (Month 12); Online portal in beta phase (Month 12)
4.2 Demonstration (Optional)	Decision making model in Decision Theater (Month 18)

Figure 3. AME-UP Performance Milestones.

Arizona Military & Energy Land Use Plan (AME-UP)

4. Project Parties

The proposed AME-UP project brings together key stakeholders with vested interest in the creation and use of a decision making tool (see call out box next page). Our initial key stakeholders are:

The City of Surprise is Arizona's tenth (10th) largest City with a population in excess of 120,000 residents and is located 45 minutes northeast of downtown Phoenix. As a proud neighbor of Luke Air Force Base, and the location of Luke Auxiliary #1 Airfield, the City of Surprise has supported the ongoing efforts to protect Luke's mission. The City, through its general plan, zoning ordinance and policies, has worked with Luke on the siting of land uses that do not impair Luke's overall military mission. The City, under AME-UP, will provide a point of contact, a place to convene stakeholder groups and expertise as it relates to siting of renewable energy projects, permitting of projects, and the locations of proposed renewable energy projects.

Arizona State University (ASU) is rapidly becoming the premier renewable energy research center in the country. ASU is home to a National Science Foundation and DOE funded Engineering Research Center in Quantum Energy and Sustainable Solar Technologies, operates a national public-private algae test bed, and has installed over 25MW of photovoltaics on campus rooftops. ASU's Global Institute of Sustainability is also home to the Sustainable Cities Network (SCN), a vehicle for knowledge sharing and coordinating efforts among communities across Arizona. SCN includes 26 cities and towns, Maricopa County and three tribal communities from the Phoenix-Metro area, as well as over 20 communities from other areas of the state. ASU will provide faculty expertise in geospatial information systems (GIS), mapping, renewable energy development, energy transportation, an economic and policy analysis. In partnership with the Pat Tillman Veterans Center, up to two veteran liaisons will be instrumental in AME-UP outreach efforts, providing important insight into military priorities and advancing the educational goals of these students.

The Arizona Department of Emergency and Military Affairs (DEMA) consist of the Army and the Air National Guard, the Division of Emergency Management, and the Joint Programs Division. DEMA provides unique capabilities and services to the citizens of Arizona in three distinct roles: community, state and federal. DEMA's role will be to help facilitate stakeholder identification and meetings as the state's military affairs specialists. DEMA facilities will be utilized for some project and stakeholder meetings.

The Sonoran Institute (SI) was founded in 1990 to help communities conserve and restore natural resources and manage growth and change through collaboration, civil dialogue, sound information, practical solutions and big picture thinking. SI is a nonprofit organization with offices in Tucson and Phoenix, Arizona; Bozeman, Montana; Glenwood Springs, Colorado; and Mexicali, Baja California, Mexico. SI will be responsible for development of an encroachment framework to identify and characterize direct, indirect, and perceived impacts of renewable energy projects on military operations and preparing a series of case studies describing how these impacts have been addressed through stakeholder processes.

Arizona Military & Energy Land Use Plan (AME-UP)

Western Regional Partnership (WRP) provides a proactive and collaborative framework for senior-policy level Federal, State and Tribal leadership to identify common goals and emerging issues in the states of Arizona, California, Nevada, New Mexico and Utah. WRP works to develop solutions that support WRP Partners and protect natural resources, while promoting sustainability, homeland security and military readiness. WRP's role will be to help identify stakeholders within the tribal and military communities and assist in facilitating both stakeholder meetings and focus groups. WRP will also assist in editing AME-UP prior to submission.

As a not-for-profit organization, the **Arizona Aerospace & Defense Association (AZADA)** is a neutral and all-encompassing voice for the aerospace community and its interactions with the military sector. The A& D industry accounts for over 97,000 direct jobs employed at over 3,500 establishments. Arizona's aviation and aerospace manufacturing industry is the fourth largest in the nation by total employment. AZADA will be utilized as an advisor in our stakeholder outreach and focus group efforts as a state leader in bringing together the larger aerospace community as it intersects with the military sector.

5. Local Military Involvement

Each of the military bases/ installations within Arizona has agreed to be active participants in this project. Thus, the project team has secured explicit commitment from the state's military branches - Air Force, Army and USMC (MCIWEST) for this project (see letters of support). This involvement includes participation in the research stage, stakeholder meetings, focus groups, overall project plan review/input and roll out of the plan to the local planning community.

Military

- Military Leaders – all branches
- Arizona Department of Emergency and Military Affairs
- Arizona Military Affairs Commission
- Arizona Commanders Summit
- Aerospace and Defense Alliance
- Western Regional Partnership

Tribal Leaders

- Tribal Solar Working Group
- Arizona's 22 Tribes
- Arizona Committee on Indian Affairs

City, County Leaders

- Arizona League of Cities and Towns
- Arizona League of Counties
- County/City/Town Council, Manager, Planner

Subject Matter Experts

- Bureau of Land Management
- Arizona State Lands Department

Arizona House of Representatives

- Military Affairs and Public Safety Committee
- Rural and Economic Development Committee
- Energy, Environment and Natural Resources Committee

Arizona State Senate

- Public Safety, Military and Technology Committee
- Energy Committee
- Natural Resources Committee
- Rural Affairs and Environment Committee

Arizona Governor's Office

- Military and Public Safety Policy Advisor
- Energy and Environment Policy Advisor
- Local Governments Policy Advisor
- Indian Affairs Policy Advisor

Utilities

- Arizona Public Service
- Tucson Electric Power
- Salt River Project
- Cooperatives

Non-Government Organizations

- Four Corners Wind Resource Center
- Tribal Solar Working Group
- Arizona Aerospace and Defense Alliance
- Arizona Solar Energy Industries Association
- Chambers of Commerce – state-wide including Military Committees

Arizona Military & Energy Land Use Plan (AME-UP)

In addition, Arizona has an active network of both government and non-government military organizations that will be involved in each phase of the proposed project. These include, but are not limited to, the Arizona Commander's Summit and the Arizona Military Affairs Commission.

6. Grant Funds and Other Sources of Funds

Arizona, like many states in the U.S., has several disparate and unconnected sources of information that are critical when considering land use and development. These resources are independently funded and operated. We propose to harness the vast amount of information available in multi-dimensions to create a decision making tool for the DoD. This ambitious project will be the first of its kind for Arizona. ASU and the City of Surprise have recognized the importance of this endeavor through their commitment for 10% match of the total project budget through personnel effort and meeting space. If successful, we will seek additional sustaining financial support from the state for operation and matching funds from ASU for research efforts.

7. Grants Management

The City of Surprise will serve as the prime recipient of the award, and administer a subcontract to ASU. The Sonoran Institute will perform work as a subcontract to ASU. This project will fall under the Community Development Department. Additional internal support for grant management includes the City's Grant Team and includes representatives from City Manager's Office, Human Resources, Information Technology, Sustainability, Finance, Risk Management and, Information Technology. The primary point of contact for the grant will be Mr. Eric Fitzer, Community Development Director. He will work closely with Ms. Leisa Brug, who represents ASU. The two have worked together for several years and are familiar with the extensive administrative infrastructure available to support AME-UP.

8. Submitting Official

The City of Surprise is authorized by the respondent to submit a proposal and subsequently apply for assistance from the federal government. Please see the appendix for DUNS and SAM verification.

References

ⁱ Roulo, Claudette. "DOD, Service Energy Programs Share Common Thread." 2014. *U.S. Department of Defense*. < <http://www.defense.gov/news/newsarticle.aspx?id=121958> >

ⁱⁱ Erwin, Sandra. "Renewable Energy Boom Underway at U.S. Military Bases." 2014. *National Defense Industrial Association*. < <http://www.nationaldefensemagazine.org/blog/Lists/Posts/Post.aspx?ID=1380> >

ⁱⁱⁱ Union of Concerned Scientist. 2009. "Clean Energy, Green Jobs." < http://www.ucsusa.org/clean_energy/our-energy-choices/renewable-energy/public-benefits-of-renewable.html#.VYL8GdyjwJ/ >

^{iv} Davis-Monthan Air Force Base. "Green in the Desert." *Davis-Monthan Air Force Base*. < <http://www.dm.af.mil/library/greeninthedesert/> >

^v See DSIRE database, at www.dsire.org. An additional 8 states have renewable energy goals.

^{vi} U.S. Energy Information Administration. "Arizona: State Profile and Energy Estimates." *EIA*. < <http://www.eia.gov/state/?sid=AZ> >

^{vii} Union of Concerned Scientist. 2009. "Clean Energy, Green Jobs." < http://www.ucsusa.org/clean_energy/our-energy-choices/renewable-energy/public-benefits-of-renewable.html#.VYL8GdyjwJ/ >

^{viii} U.S. Energy Information Administration. "Arizona: State Profile and Energy Estimates." *EIA*. < <http://www.eia.gov/state/?sid=AZ> >

^{ix} Madsen, Travis, and Diane Brown. "Renewing Arizona's Economy: The Clean Energy Path to Jobs and Economic Growth." *Frontier Group*. < <http://www.frontiergroup.org/reports/fg/renewing-arizonas-economy> >

Arizona Military & Energy Land Use Plan (AME-UP)

Appendix

Section I: Letters of Support (in alphabetical order)

Arizona Aerospace & Defense Association (AZADA)

Arizona Military Affairs Commission

City of Surprise

Department of the Air Force

United States Marine Corps

Western Regional Partnership (WRP)

Section II: Submitting Official Documentation



May 25, 2015

Mr. Bob Wingenroth
City Manager
City of Surprise
1600 North Civic Center Plaza
Surprise, Arizona 85374

Subject: Department of Defense (DoD), Office of the Secretary, Office of Economic Adjustment (OEA); field activity for community planning assistance to help prevent the siting of energy projects from adversely affecting DoD's test, training, and military operations.

Dear Mr. Wingenroth:

The Arizona Aerospace and Defense Association (AZADA) strongly supports your efforts with Arizona State University to obtain funding for community planning assistance to help prevent the siting of energy projects from adversely affecting the DoD's test, training, and military operations.

As a not-for-profit organization, the AZADA is a neutral and all-encompassing voice for the aerospace community and its interactions with the military sector.

The A& D industry in Arizona accounts for over 97,000 direct jobs employed at over 3,500 establishments. Arizona's aviation and aerospace manufacturing industry is the fourth largest in the nation by total employment. Arizona's military bases are billion dollar economic engines for the state and often the largest employers in the communities where they are located. So, it is especially important to work on a collaborative basis with energy developers, local entities, non-governmental organizations and the military to assure project development doesn't impede military base operations.

To best coordinate this work, it would be of great benefit to the State of Arizona if you and your partners received this funding to facilitate your goal of creating a Master Energy Land Use Plan. If the funding is awarded, the AZADA stands ready to assist in this endeavor in any way we can.

Sincerely,

A handwritten signature in blue ink, appearing to read "Birgitte Santaella", is written over a circular blue stamp that contains the name "Birgitte Santaella".

Birgitte Santaella
President, Arizona Aerospace and Defense Association

**ARIZONA
MILITARY AFFAIRS
COMMISSION**



Lisa A. Atkins, Co-Chair
Maricopa County

COL Thomas M. Finnegan, Co-Chair
USA, Ret., Cochise County

BrigGen Thomas Browning,
USAF, Ret., Member-at-Large

Richard Coffman
Cochise County

Hon. Gregory S. Ferguson
Supervisor, Yuma County

Michael Francis
Maricopa County

Hon. Clint Hickman
Supervisor, Maricopa County

LtGen Robert Johnston,
USMC, Ret., Pima County

Hon. Rick Mueller
Mayor, City of Sierra Vista

Monsignor Richard O'Keeffe
Yuma County

Hon. Anthony Smith
Supervisor, Pinal County

Priscilla Storm
Pima County

Hon. Ramon O. Valadez
Supervisor, Pima County

James Wymer
Yuma County

Staff:

Dr. Joseph Cuffari
Governor's Policy Advisor on
Public Safety

Travis Schulte
Arizona Department of Emergency
& Military Affairs

July 8, 2015

Mr. Bob Wingenroth
City Manager
City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374

SUBJECT: Department of Defense (DoD), Office of the Secretary, Office of Economic Adjustment (OEA); Announcement of Federal Funding Opportunity (FFO); *field activity for community planning assistance to help prevent the siting of energy projects from adversely affecting DoD's test, training, and military operations.*

Dear Mr. Wingenroth:

On behalf of the State of Arizona, the Arizona Military Affairs Commission strongly supports your efforts with Arizona State University to obtain funding for community planning assistance to help prevent the siting of energy projects from adversely affecting the areas used by the U.S. Department of Defense for testing, training, and military operations.

Arizona's network of military installations, training and testing ranges, and associated airspace are among the best defense assets in the nation. No other state in the Union provides our warfighters with the unparalleled access to realistic training environments that we can here in Arizona. The Arizona Military Affairs Commission serves a critical role in the state to ensure that these assets and the missions they serve are protected and can meet any future need that this country faces. Through the Military Affairs Commission, Arizona is able to keep issues affecting military installations and missions in the forefront, balancing private property rights and economic development while insuring that state and local policy positions maintain and enhance military missions at the installation.

Arizona's military installations contribute \$9.12 billion to the state economy and are responsible for nearly 97,000 jobs, making the military the largest employer and economic driver in the State of Arizona.ⁱ Concurrently, Arizona is consistently ranked among the top two states nationally in solar output by the Solar Energy Industries Association, and Arizona was ranked first in percentage of new electrical capacity from solar in 2014. As these two economic sectors begin to overlap geographically, it is critically important to work on a collaborative basis with energy developers, local entities, non-governmental organizations, and the military to assure energy project development is compatible with the unique and varied military missions found throughout our state to ensure the continued economic growth and success for all.

The State of Arizona would greatly benefit from your proposed concept of developing an Arizona Military & Energy Land Use Plan. Early coordination among these partners will ensure that these two sectors, which are vital to the future of our economy, will continue to grow in a way that does not negatively impact the other. The Arizona Military Affairs Commissions fully supports your proposed concept and application to the Department of Defense Office of Economic Adjustment for this endeavor, and stands ready to assist you and your efforts in any way that we can.

Sincerely,



Lisa A. Atkins
Co-Chair



COL Thomas M. Finnegan, USA, Ret.
Co-Chair

ⁱ Maguire, Alan. "Executive Summary." In *Economic Impact Of Arizona's Principal Military Operations*, viii. Arizona: The Maguire Company, 2008. http://www.azdema.gov/mifapplication/2008_Maguire_military_econ_impact_exec_summary.pdf



Office of the City Manager

16000 N. Civic Center Plaza

Surprise, AZ 85374-7470

Ph: 623-222-1100

Fax: 623-222-1021

TTY: 623-222-1002

June 15, 2015

Subject: Department of Defense (DoD) Office of the Secretary, Office of Economic Adjustment; Announcement of Federal Funding Opportunity ;field activity for community planning assistance to help prevent the siting of energy projects from adversely affecting DoD's test, training, and military operations.

To Whom It May Concern:

It is my pleasure to communicate the strong support from the City of Surprise for joint efforts with Arizona State University to obtain funding for community planning assistance to help prevent the siting of energy projects from adversely affecting the Department of Defense's test, training, and military operations. Luke Air Force Base is a critical resource for our community and the west valley, and we recognize and appreciate the importance of our other military facilities around the state of Arizona. It is our honor to provide support to military institutions in Arizona in this way, and we look forward to working with our partner agencies.

The City of Surprise and Arizona State University (ASU) seek to work hand-in-hand with cities, counties, tribes, and military installations to create a Master Energy Land Use Plan. This plan will provide best practices for siting of renewable energy projects within the central and southern Arizona corridor, one of the highest activity regions for both military use and renewable energy projects. Connecting a wide swath of stakeholders across Arizona, the plan will incorporate existing documentation of maps, airspace, land use, land zoning, general plans, BLM zones, military installations, flight paths, and proposed and existing renewable energy projects alongside characterizations of intangible variables such as economic impact and quality of life. Using an inclusive model of engagement through stakeholder meetings and focus groups, the plan will rely on extensive input and feedback from those directly involved in and invested in the protection of the military mission concurrent with the successful development of renewable energy projects. Finally, subject matter experts at ASU will model scenarios to support decision-making integral to the effectiveness of the plan. It is our goal to create a report that will be used as a model for generations to ensure a bright future for all citizens of Arizona.

Arizona is consistently ranked among the top two states nationally in Solar output by the Solar Energy Industries Association. In fact, Arizona was ranked first in percentage of new electrical capacity from solar in 2014. Concurrently, Arizona's military bases are billion dollar economic engines for the state and often the largest employers in the communities where they are located. We recognize the importance of and are committed to working collaboratively with energy developers, local entities, non-

governmental organizations and the military to assure project development does not impede military base operations.

To best coordinate this work, it would be of great benefit to the State of Arizona if Surprise and our partners received this funding to facilitate the goal of creating a Master Energy Land Use Plan. We look forward to working to make this endeavor a great success with our partners.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bob Wingenroth". The signature is fluid and cursive, with the first name "Bob" being more prominent than the last name.

Bob Wingenroth
City Manager, City of Surprise



UNITED STATES MARINE CORPS
MARINE CORPS INSTALLATIONS WEST-MARINE CORPS BASE
BOX 555010
CAMP PENDLETON, CALIFORNIA 92055-5010

1000
G-7
8 Jun 15

Mr. Bob Wingenroth
City Manager
City of Surprise
1600 North Civic Center Plaza
Surprise, Arizona 85374

Dear Mr. Wingenroth:

On behalf of Marine Corps Installations West (MCIWEST), we are pleased to support your efforts with Arizona State University to obtain OEA funding for community planning assistance in order to help prevent energy projects from adversely affecting the Department of Defense's (DoD) test, training, and military operations in Arizona.

The southwest region is home to the 1st Marine Expeditionary Force (I MEF). This unit represents 40% of the United States Marine Corps' (USMC) combat power. In addition, 65% of the USMC's Special Use Airspace (SUA) resides here. Solutions that support the ability to protect natural resources, while promoting sustainability, homeland security and our ability to maintain military readiness are a focused priority to MCIWEST.

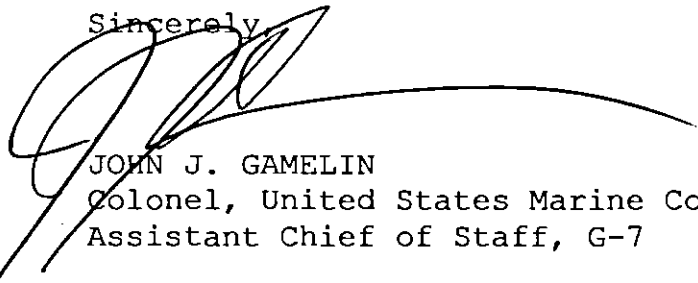
Arizona represents a key component in the USMC's ability to meet our national security training requirements. The system of integrated, cross Service ranges, which include both USMC and United States Air Force military Installations, SUA and live fire ranges are the backbone of pre-deployment training. Additionally, Marine Corps Air Station Yuma is home to Marine Air Group-11 (F-35 Lightning Strike Fighter), the Weapons Tactics Instructor School (WTI), and the future bed down for VX-22 (USMC's Test and Evaluation squadron).

Arizona is also consistently ranked among the top two states nationally in solar output by the Solar Energy Industries Association. Arizona was ranked first in percentage of new electrical capacity from solar in 2014. Given all this activity, early coordination among energy developers, cities, counties, towns, state and tribal entities and the military

helps ensure project development does not impede military base operations.

We support your proposed concept to work with key partners in Arizona to develop the Master Energy Land Use Plan, which could help facilitate energy development in areas compatible to the DoD mission. Please keep us informed on your project and ways that the MCIWEST may be able to assist your efforts.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Gamelin', with a long horizontal flourish extending to the right.

JOHN J. GAMELIN
Colonel, United States Marine Corps
Assistant Chief of Staff, G-7



DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

JUN 17 2015

Mr. Charles E. Buchanan
Director, Range Management Office
7101 Jerstad Lane
Luke AFB AZ 85309-1629

Mr. Bob Wingenroth
City Manager
City of Surprise
1600 North Civic Center Plaza
Surprise, Arizona 85374

Subject: Department of Defense (DoD), Office of the Secretary, Office of Economic Adjustment (OEA); Announcement of Federal Funding Opportunity (FFO); *field activity for community planning assistance to help prevent the siting of energy projects from adversely affecting DoD's test, training, and military operations.*

Dear Mr. Wingenroth

As director for Luke AFB's ranges and airspace and coordinator for the Arizona Commanders Summit, I unreservedly support initiatives that promote the long-term sustainment of the Luke AFB mission and ultimately, the missions of all military installations throughout Arizona. The vast, remote ranges and airspace throughout the state, combined with the excellent weather provide exceptional training opportunities for the military, a \$9 billion industry in Arizona. Wind turbines and any vertically developed energy infrastructure can interfere with test and training operations or pose a safety risk to pilots. It's imperative to preserve the capability to provide realistic training to our warfighters.

While I don't specifically endorse one FFO proposal over any other submittal intended to protect the Luke AFB and Arizona installations' missions, any chance to collaborate and influence the multifarious organizations, municipalities, state and federal agencies, etc., to prevent and/or mitigate mission impact can pay dividends. I believe this can be an excellent opportunity to improve and streamline processes to the benefit of the military installations as well as the renewable energy industry in the state.

Thank you for your interest in protecting the training environment throughout the state. I look forward to working on this project to help define areas of concern, potential impacts and to provide necessary information about the military mission.

Sincerely,

A handwritten signature in blue ink, reading "CE Buchanan", is located below the "Sincerely," text.

CHARLES E. BUCHANAN, GS-14, DAF



WESTERN REGIONAL PARTNERSHIP

Anthony Parisi, WRP Steering Committee Chair • Mike Mower, WRP Steering Committee Vice Chair
20118 N. 67th Ave. Suite 300-453, Glendale, AZ 85308

June 16, 2015

Mr. Bob Wingenroth
City Manager
City of Surprise
1600 North Civic Center Plaza
Surprise, Arizona 85374

Subject: Support for the Arizona Submission for OEA federal funding for "Community Adjustment Planning Assistance in Response to Support Department of Defense Mission Interests"

Dear Mr. Wingenroth:

On behalf of the Western Regional Partnership (WRP) Steering Committee, we are pleased to support your efforts with Arizona State University to obtain OEA funding for community planning assistance to help prevent energy projects from adversely affecting the DoD's test, training, and military operations.

By way of background, WRP provides a proactive and collaborative framework for senior-policy level Federal, State and Tribal leadership to identify common goals and emerging issues in the states of Arizona, California, Nevada, New Mexico and Utah and to develop solutions that support WRP Partners and protect natural resources, while promoting sustainability, homeland security and military readiness

Arizona is home to a network of military facilities, including military airports, ranges and special use airspace connected by low-level flight corridors that provide a key foundation for our nation's security. Arizona is also consistently ranked among the top two states nationally in solar output by the Solar Energy Industries Association. Arizona was ranked first in percentage of new electrical capacity from solar in 2014. Given all this activity, early coordination among energy developers, cities, counties, towns, state and tribal entities and the military helps ensure project development does not impede military base operations.

We support your proposed concept to work with key partners in Arizona to develop the Master Energy Land Use Plan, which could help facilitate energy development in areas compatible to the DoD mission. This concept is consistent with the findings set forth in the WRP document titled, "Renewable Energy and Transmission Siting Coordination and Potential Impacts to the Military Mission." The purpose of this document is to highlight the importance of determining potential energy project impacts on the military mission as early as possible. State statutes, executive orders and working groups are extraordinarily helpful to facilitate enhanced notification/communication. It is imperative that DoD entities provide information on any known impacts in a timely fashion to minimize and mitigate impacts. Please keep us informed on your project and ways that WRP may be able to assist your efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Parisi".

Mr. Anthony M. Parisi
WRP Steering Committee Chair
Head, Sustainability Office
Naval Air Systems Command Ranges
Phone: (805) 989-9209
Email: anthony.parisi@navy.mil

A handwritten signature in black ink, appearing to read "Michael L. Mower".

Mr. Michael Mower
WRP Steering Committee Vice Chair
Deputy Chief of Staff
Utah Governor's Office
Phone: 801-541-1981
Email: mikemower@utah.gov

Arizona Military & Energy Land Use Plan (AME-UP)

SURPRISE, CITY OF

DUNS: 021648936 CAGE Code: 3UMD4

Status: Active

16000 N CIVIC CENTER PLZ

SURPRISE, AZ, 85374-7463 ,

UNITED STATES

Expiration Date: 12/04/2015

Purpose of Registration: All Awards

Entity Overview

Entity Information

DUNS: 021648936
Name: SURPRISE, CITY OF
Business Type: US Local Government
POC Name: Janeen Gaskins
Registration Status: Active
Activation Date: 12/04/2014
Expiration Date: 12/04/2015

Exclusions

Active Exclusion Records? No

Dashboard

Summary

Update Company Info

Tools

Surprise, City Of

DUNS: 02-164-8936

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Company Info

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16000 N Civic Center Plz
Surprise, AZ 85374
Phone: (623) 222-1000
URL:

DBA's :

Scores and Ratings

Score / Rating	Status	Last Date Changed
PAYDEX®	Fair	07/01/2015
Delinquency Predictor Class	Fair	07/14/2015
Financial Stress Class	Fair	07/14/2015
Supplier Evaluation Rating	Good	07/14/2015
D&B Rating	Good	07/14/2015

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Alerts

There are currently no alerts issued for this company. If you only recently began monitoring this company, you will not receive your first alerts until score changes or events occur. To configure your alerts notification settings, please [Click Here](#)

Configure Alerts

City of Surprise

	Year 1		
	DoD	Cost Share	Total
Senior Personnel			
Eric Fitizer	\$0	\$11,830	\$11,830
Total Senior Personnel	\$0	\$11,830	\$11,830
(Fringe Benefits)	\$0	\$3,549	
Total ERE	\$0	\$3,549	\$3,549
Total Salaries, Wages & ERE	\$0	\$15,379	\$15,379
Contractual Costs			
Subcontract - ASU	\$459,461	\$31,992	\$491,453
Other - meeting room	\$2,700	\$0	\$2,700
Total Direct Costs	\$462,161	\$47,371	\$509,532
Indirect Costs	\$0	\$0	\$0
Total Budget	\$462,161	\$47,371	\$509,532

Arizona State University

	Year 1		
	Sponsor	Cost Share	Total
Senior Personnel (faculty)			
Kristin Mayes	\$15,000	\$3,750	\$18,750
Mike Pasqualetti	\$12,533	\$3,133	\$15,666
Qiu "Lucy" Yeuming	\$16,659	\$4,165	\$20,824
Nathan Parker	\$8,667	\$2,167	\$10,834
Total Senior Personnel (Faculty)	\$52,859	\$13,215	\$66,074
Other Personnel			
GRA - Kevin Seegmiller	\$17,500	\$0	\$17,500
GRA summer	\$5,833	\$0	\$5,833
Undergraduates/Hourly Grads Summary	\$17,680	\$0	\$17,680
Total Other Personnel	\$41,013	\$0	\$41,013
ERE (Fringe Benefits)			
Faculty	\$15,625	\$3,907	\$19,532
Grad Research Assistants	\$3,029	\$0	\$3,029
Undergrads/Hourly Grads	\$310	\$0	\$310
Total ERE	\$18,964	\$3,907	\$22,871
Total Salaries, Wages & ERE	\$112,836	\$17,122	\$129,958
Travel			
Domestic	\$668	\$0	\$668
Foreign	\$0	\$0	\$0
Total Travel	\$668	\$0	\$668
Participant Support Costs			
Stipends	\$3,000	\$0	\$3,000
Total Participant Support costs	\$3,000	\$0	\$3,000
Other Direct Costs			
1. Materials and Supplies -	\$1,000	\$0	\$1,000
2. Publication Costs	\$1,000	\$0	\$1,000
3. Consultant/Facilitator	\$125,000	\$0	\$125,000
4. Computer (+ software, harddrive, upgrade)	\$3,000	\$0	\$3,000
5. Subcontracts - List each separately below	\$0	\$0	\$0
Sonoran Inst	\$45,885	\$5,539	\$51,424
6. Other	\$0	\$0	\$0
GRA Tuition & Fees - AY per student	\$16,569	\$0	\$16,569
GRA Tuition & Fees - Summer per student	\$1,078	\$0	\$1,078
Venue costs for workshops., etc	\$2,000	\$0	\$2,000
Total Other Direct Costs	\$195,532	\$5,539	\$201,071
Total Direct Costs	\$312,036	\$22,661	\$334,697
Modified Total Direct Costs	\$270,504	\$17,122	\$287,626
Total F&A (@ 54.5%)	\$147,425	\$9,331	\$156,756
Total ASU Project Costs	\$459,461	\$31,992	\$491,453

Sonoran Institute		Year 1		
		Sponsor	Cost Share	Total
Senior Personnel				
Salaries & Benefits		\$34,665	\$4,474	\$39,139
Total Salaries, Wages & ERE		\$34,665	\$4,474	\$39,139
Travel				
Domestic		\$1,000	\$0	\$1,000
Foreign		\$0	\$0	\$0
Total Travel		\$1,000	\$0	\$1,000
Other Direct Costs				
Other - Project Operations		\$425	\$142	\$567
Total Other Direct Costs		\$425	\$142	\$567
Total Direct Costs		\$36,090	\$4,616	\$40,706
Modified Total Direct Costs		\$36,090	\$4,616	\$40,706
Indirect Costs		\$9,795	\$923	\$10,718
Total Request Sonoran Inst.		\$45,885	\$5,539	\$51,424



Community Development
16000 N. Civic Center Plaza
Surprise, AZ 85374
Ph 623-222-3000
Fax 623-222-3001
TTY: 623-222-1002

July 21, 2016

Arizona State University
Attn: Danielle Silvas
Assistant Director, Research Operations
P.O. Box 875402
Tempe, AZ 85287

RE: Intergovernmental Agreement Budget Correction

Dear Ms. Silvas:

The City of Surprise requests that Arizona State University (ASU) replace the budget located within the Intergovernmental Agreement (IGA) executed by and between the Arizona Board of Regents and the City of Surprise dated April 25, 2016.

The budget reflected with the IGA is different from that of the grant award and as such the City of Surprise respectfully requests that ASU replace said budget.

We look forward to continuing the partnership between Arizona State University and the City of Surprise if you have any questions please let us know.

Sincerely,

Eric Fitzer
Community Development Director
City of Surprise | 16000 N. Civic Center Plaza | Surprise, AZ 85374 | 623 222-3020
eric.fitzer@surpriseaz.gov

AME-UP Budget Justification

The total budget required to achieve the objectives outlined in the project narrative and scope of work is \$941,469 (OEA grant of \$843,253; non-federal matching funds of \$98,216) - See details below.

City of Surprise

Personnel

The City of Surprise Community Development Director will provide 3.5 hours effort per week to manage the project for the City of Surprise for the 20 months of the project as cost share. Specifically, the Community Development Director will:

- Oversee the effective compliance of the grant plan
- Help facilitate and anticipate in stakeholder meetings and focus groups
- Review of post meeting minutes and notes to assess successful information gathering
- Host weekly project team meetings to keep project on schedule

This position is considered a key position for this grant and will be filled by Mr. Eric Fitzer, (see attached position description and resume).

Total: 3.5 hrs./week @ \$66.36/hr. (annual salary of \$138,028) for ~87 weeks = \$20,207 (cost share).

Fringe benefits

Fringe benefit rate applied is consistent with institutional rate and other positions in the City of Surprise—Major components of benefits are: retirement, health insurance premiums, and death and long-term disability insurance.

CDD: @ 30% = \$6,062 (cost share)

Other Direct Costs

Space for six stakeholder meetings in the City of Surprise are budgeted on DoD funds, at a cost of \$450 per meeting (setup = \$100; clean-up = \$100; 2 hrs. room rental @ \$100/hr. = \$200; AV - \$50) per the City's standard billing rate. This is a private, fully enclosed room where group participants can be free to share opinions unencumbered by outside distractions. Transcription services as well as translation services will be available at this facility.

Sub-awards and contracts

The City of Surprise will sub-award, via an intergovernmental agreement (see attached letter), with Arizona State University to conduct the activities outlined in the project narrative and scope of work. ASU will have sub-awards with the Sonoran Institute (a private non-profit entity) and the Arizona Geological Survey (a State of Arizona Agency). Both entities offer unique data and/or skill sets and are eligible for sub-award under ASU's standard policies (See details under ASU budget justification below).

The City of Surprise will procure a contractor to provide grant management services. The effort is expected to be 6 hours per month for the first 19 months and 16.1 hours on the 20th month to account

for final grant reporting activities. Total hours are approximately 130 hours at an estimated rate of \$100/hour (based on informal inquiries of vendors) to assist the City of Surprise in administering the OEA grant award, including:

- Financial management, account administration and reconciliation
- Issuing and financially managing sub-award
- Issuing financial reports to DoD as required
- Assuring compliance with all grant terms and conditions

130.1 hours @ \$100/hour = \$13,010 (charged to grant)

This dollar amount allows the City to procure these services under the small purchase method of procurement.

ASU

Contract Personnel

The Special Projects Director at ASU Lightworks will serve as the Project Director and work 29.6 hrs./week effort for the 20 months of the project to provide overall management of the project for a total cost of \$148,000. This rate represents 74 percent of her regular contract pay demonstrating her 29.6 hour/week commitment to the project. The Project Director will manage the overall success of the project on a daily, weekly, monthly basis throughout the duration of the project. These duties include, but are not limited to the following:

- a. Manage project phases and timeline to ensure goals and objectives are met on target
- b. Manage team members and partners to ensure all deadlines are tracked and met
- c. Write and facilitate the stakeholder outreach plan
- d. Host stakeholder meetings, focus groups and Decision Theatre sessions, including regular interface with stakeholders
- e. Create and manage stakeholder outreach data, comments and themes.
- f. Combine qualitative data with quantitative data to create “jump off” report for tool development
- g. Brief team weekly, track progress, make recommendations to ensure targets are met
- h. Provide regular and comprehensive reporting to the City of Surprise on project progress

The position of Project Director is considered a key position for this grant and will be filled by Leisa Brug Weir, (see attached resume).

Personnel - Faculty

One ASU faculty member from the School of Innovation and Society will serve as Team Manager and three ASU faculty will serve as Project Facilitators. Each will each receive 1 month salary in Year 1, and ½ month salary in Year 2 (8 mo. period), from grant funds for work as outlined in the project narrative. Additionally, each will provide 2.5% effort in cost share during the Year 1, and 1.6% effort in cost share during Year 2.

1. Team Manager: Professor of Practice, School for the Future of Innovation in Society:
 - a. Participate in stakeholder outreach efforts, including the Arizona Corporation Commission regarding the project and Web tool.

- b. Provide assistance in understanding state and federal policies that will drive future development of Renewables including the Arizona Renewable Energy Standard, tax incentives, and the state's Clean Power Plan obligations.
 - c. Provide leadership in bringing various ASU personnel together to complete the project.
 - d. Carry out outreach to national renewable energy and transmission companies seeking to construct utility scale renewable energy projects in Arizona.
 - e. Instruct Energy Policy Innovation Council student workers, who will assist in various aspects of the research and stakeholder outreach.
 - f. Provide outreach to various energy-based foundations regarding the value of the tool, both during and after the completion of the tool.
 - g. Conduct outreach to state PUC's and CAISO in the West regarding the tool.
- 2. Facilitator 1: Professor, School of Geographical Sciences and Urban Planning:
 - a. Coordinate evaluation of land use changes anticipated.
 - b. Identify water requirements
 - c. Calculate water savings over time
 - d. Assist in public opinion evaluation
 - e. Oversee student workers
 - f. Represent the project to private sector renewable energy developers
- 3. Facilitator 2: Assistant Professor, Environmental Resource Management:
 - a. Quantify economic impacts using simulation tools such as Jobs and Economic Development Impact (JEDI) model developed by NREL.
 - b. Participate in stakeholder interviews
 - c. Conduct empirical economic modeling
 - d. Provide guidelines and practices for comprehensive and detailed economic impact analysis.
- 4. Facilitator 3: Assistant Professor, School of Geographical Sciences and Urban Planning:
 - a. Provide expertise for renewable energy siting, focus on bio energy and will assist with other renewable energy sources.
 - b. Support the geo-spatial analysis and Web tool development activities.
 - c. Participate in stakeholder outreach efforts
 - d. Advise on the developments of the decision support tool

Personnel - Other

A Graduate Student Assistant (GSA) will serve as lead mapping supervisor and lead student supervisor. He will work 20 hrs. /week for 1½ academic years (1 AY = 9 mos.) and 20 hrs. /week for two summers (1 summer = 3 mos.) in calendar years 2016 & 2017. Specifically, the GSA will:

- a. Provide expertise for electric utility infrastructure siting, routing and permitting requirements for Arizona, including cultural/natural resource sensitivities and opportunities/conflicts between renewable energy development and military facilities.
- b. Lead geo-spatial analysis, cartography, multi-media, and Web mapping tool development activities.
- c. Carry out primary data collection, including field data and other geo spatial layers, and document/report preparation activities.
- d. Participate in and provide support in stakeholder outreach efforts.
- e. Oversee some day-to-day project activities (maintain issues tracking sheet, contact lists, project records, budget forecasts, etc.).
- f. Supervise other graduate student assistants who will provide project support.

Two additional hourly students will be paid 10 hrs. /wk. at \$17/hr. during Year 1 of the grant. The duties of the students will include:

- a. Meeting notification to all participating partners and stakeholders
- b. Meeting set up and tear down
- c. Meeting minutes – write and distribute to partners and stakeholders
- d. Assist in meeting agenda creation and distribution
- e. Brief stakeholders, as needed, on project progress
- f. Assist in creation and/or editing of written reports and other documents as needed
- g. Site photography and videography
- h. Participate in tool testing exercises
- i. Assist in tool creation and demonstration activities

Table of ASU Personnel - Year 1					
	Salary (annualized)	% AY effort (Sponsor)	Sponsor Costs	% AY effort (Cost Share)	Cost Share
Personnel					
Professor of Practice, SFIS	\$150,000	8.33%	\$12,500	2.5%	\$3,750
Professor - SGSUP	\$125,333	8.33%	\$10,444	2.5%	\$3,133
Asst. Prof. - EMR	166,595*	8.33%	\$13,883	2.5%	\$4,165
Asst. Prof. - SGSUP	\$ 86,667	8.33%	\$7,222	2.5%	\$2,167
Project Director	\$120,000	74%	\$88,800	0%	\$0
GSA AY	\$ 46,667	50%	\$17,500	0%	\$0
GSA Summer	\$ 46,667	50%	\$5,833	0%	\$0
Total ASU Personnel			\$156,182		\$13,215
Other ASU Personnel					
Undergraduates/Hourly Grads Summary	\$ 35,360	25%	\$8,840	0%	\$0
Undergraduates/Hourly Grads Summary	\$ 35,360	25%	\$8,840	0%	\$0
Total Other Personnel			\$17,680		\$0

Table of ASU Personnel - Year 2** (8 months)					
	Salary (annualized)	% AY effort (Sponsor)	Sponsor Costs	% AY effort (Cost Share)	Cost Share
Personnel					
Professor of Practice, SFIS	\$154,500	4.17%	\$6,437	1.6%	\$2,472
Professor - SGSUP	\$129,093	4.17%	\$5,379	1.6%	\$2,065
Asst. Prof. - EMR	171,593*	4.17%	\$7,150	1.6%	\$2,745
Asst. Prof. - SGSUP	\$ 89,267	4.17%	\$3,719	1.6%	\$1,428
Project Director	\$120,000	49.33%	\$59,200	0%	\$0
GSA AY	\$ 48,067	25%	\$9,013	0%	\$0
GSA Summer	\$ 48,067	50%	\$6,008	0%	\$0

Total ASU Personnel			\$44,049		\$8,710
Other ASU Personnel	\$0	0%	\$0	0%	\$0

Table notes:

** It is not unusual for ASU or universities in general to pay faculty salary in this range if they possess highly-valued expertise; all salaries are approved and within ASU and ABOR policies.*

*** For budgetary purposes, all salaries are escalated by 3% in Year 2 per ASU policy.*

ERE - Employee Related Expenses (Fringe Benefits)

Arizona State University defines fringe benefits as direct costs, estimates benefits as a standard percent of salary applied uniformly to all types sponsored activities, and charges benefits to sponsors in accordance with the Federally-negotiated rates in effect at the time salaries are incurred. Major components of benefits are: retirement, health insurance premiums, disability insurance, and, for faculty, sabbatical leave. Benefit costs are expected to increase approximately 3% per year; the rates used in the proposal budget are based on the current Federally-negotiated Rate Agreement with DHHS of 6/15/2015, plus annual escalation for out years.

ERE Rates	FY2017*	FY2018
Faculty Benefits	29.56%	30.45%
Graduate Student Benefits	12.98%	13.37%
Hourly Student Benefits	1.75%	1.80%

* FY 17 rate used for Year 1 for budgeting purposes per ASU standard procedures.

Other Benefits – Graduate Student Tuition

Per standard ASU policy, graduate student tuition has been charged per student per year at the ASU approved AY rates as follows and are exempt from Facilities & Administrative (F&A) costs:

GSA Tuition	FY2017*	FY2018
AY	\$16,569	\$17,895
Summer	\$1,078	\$1,164
Total	\$17,647	\$19,059

* FY 17 rate used for Year 1 for budgeting purposes per ASU standard procedures.

Travel

Mileage reimbursement for Project Director Leisa Brug for travel throughout Arizona for stakeholder meetings: estimate 3,000 mi. of travel in Year 1 and 2000 mi. of travel in Year 2, @ \$0.445/mile = \$2,225 (rounded to nearest dollar). Note: All travel costs are in accordance with ASU policies and federal guidelines.

Other Direct Costs

Materials & supplies

\$1,900 is budgeted for camera equipment – these are direct expenses for development of virtual site visits and multi-media materials described in the scope of work:

DSLR Camera Kit	\$ 600.00
Wide-angle lens	\$ 800.00
Tripod	\$ 200.00
Panosaurus head	\$ 100.00
Extra battery/memory/bag	\$ 200.00
Total	\$ 1,900.00

An additional \$1,000 is budgeted for misc. materials & supplies required to execute the project.

Publication costs

\$1,000 is budgeted for publications to include: meeting notifications/printing, stakeholder meeting materials, focus group materials, and meeting agendas and minutes.

Independent contracts

A Military Outreach Liaison will assist with outreach to the military community at large for a total cost of \$12,000 which includes all expenses and travel. Estimated cost is \$600/month for 20 months based on market rates. This person is critical to ensuring familiarity with military customs and will be critical to the project team's goal of building solid relationships with all branches of the military. The liaison will perform the following:

- a. Stakeholder outreach to all relevant military groups
- b. Attend 12 stakeholder meetings – special attention to military needs
- c. Help plan four focus groups
- d. Help facilitate two Decision Theatre test sessions
- e. Review all project materials for consistency with military terminology & customs
- f. Assist in reviewing written project report
- g. Input on Web-tool development

Computer and related expenses

\$5,600 is budget for a computer and related hardware – these are direct expenses for document preparation, emailing, running multi-media and GIS applications, and development of Web-map application.

Item	Qty	Cost Per item	Total Cost
Laptop with dedicated graphics card	1	\$ 1,200.00	\$ 1,200.00
External Storage	1	\$ 100.00	\$ 100.00
Cloud Storage (Monthly)	20	\$ 20.00	\$ 400.00

iPAD/Otter Box/field gear	2	\$ 1,200.00	\$ 2,400.00
Wireless Data Plan (monthly)	20	\$ 50.00	\$ 1,000.00
Sub-Meter GPS	1	\$ 500.00	\$ 500.00
Total		\$ 3,070.00	\$ 5,600.00

\$4,000 is budget for computer software – these are direct expenses for a specific suite of proprietary software needed to create multi-media and Web-mapping materials.

Stitching/Rendering/Google Earth Pro	1	\$ 1,000.00	\$ 1,000.00
ESRI ArcMap	1	\$ 2,000.00	\$ 2,000.00
Adobe Creative Cloud (monthly)	20	\$ 50.00	\$ 1,000.00
Total		\$ 3,050.00	\$ 4,000.00

Sub-awards

ASU will manage sub-awards to the Arizona Geological Survey and The Sonoran Institute:

The Arizona Geological Survey (AZGS)

AZGS will develop software for a web-map application to support the AME-UP System. All code will be accessible to the project team and broader community (according to project access control policies) via GitHub. Deliverable will be client software compatible with standard web browsers (MS Internet Explorer, Chrome, Firefox, and Safari) and supporting server side software deployed and available to stakeholders.

AZGS will manage data acquisition, data management for supporting the web map application and site suitability analysis and querying functions. Data access controls will be established according to project policies.

AZGS's total project budget is \$246,399: \$224,000 is charged to the grant; AZGS will provide in-kind cost share valued at \$22,399 (see attached budget).

The Sonoran Institute (SI)

SI will develop a framework for identifying and characterizing types of encroachment on military operations associated with renewable energy projects. The framework will identify and characterize direct, indirect, and perceived impacts of renewable energy projects on military operations. This framework builds upon an overarching framework developed by SI in its study of encroachment on public lands in Arizona. It is designed to help decision-makers and stakeholders determine the appropriate actions to address specific types of encroachment. Additionally, SI will prepare a set of case studies illustrating various types of encroachment and how these were addressed through stakeholder engagement processes to avoid, minimize, or mitigate impacts.

SI's total project budget is \$51,424: \$45,885 is charged to the grant; the institute will provide in-kind cost share valued at \$5,539 (see attached budget).

Venue Costs: \$1,571 is budgeted for use of ASU's Decision Theater for two meetings to demonstrate project to stakeholders. Cost based on standard rates (see attached).

ASU Indirect Costs/F&A

ASU indirect costs (F&A) are charged on all budget categories except participant support, equipment, sub-award costs over the first \$25,000, and tuition. F&A costs are calculated at the rate of 54.5% for FY 2016 per the rate agreement with DHHS of 6/15/2015 (see attached rate agreement).

RESOLUTION # 2016-150

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$843,300 WITHIN THE GRANTS FUND AND \$15,700 WITHIN THE GENERAL FUND FOR RECEIPT OF A GRANT FROM THE DEPARTMENT OF DEFENSE OFFICE OF ECONOMIC ADJUSTMENT.

WHEREAS, the City support programs to protect military missions within the State of Arizona;

WHEREAS, the City and Arizona State University (ASU) have partnered together along with the Arizona Geological Survey, Arizona Department of Emergency Management and Military Affairs, the Sonoran Institute, the Western Regional Partnership, the Arizona Aerospace and Defense Association as well as all of the military bases in the State of Arizona to work collaboratively to protect the military missions within the State;

WHEREAS, the Community Development Department was authorized by Council Resolution #2016-24 to enter into an intergovernmental agreement (IGA) with the Arizona Board of Regents for the purpose of receiving federal grant funds and coordinating the creation of an Arizona Military Energy Land Use Plan (AME-UP);

WHEREAS, the City was awarded a twenty month grant to aid in this effort from the Department of Defense (DoD) Office of Economic Adjustment in the amount of \$843,253 with a \$98,216 match requirement for a total project budget of \$941,469;

WHEREAS, \$43,949 of the FY2017 match requirement will be met by ASU and \$15,701 of the match requirement will be met with the City's Community Development Director's salary;

WHEREAS, \$27,998 of the FY2018 match requirement will be met by ASU and \$10,568 will be met with the City's Community Development Director's salary which will be included as part of the FY2018 budget process;

WHEREAS, the City will utilize \$13,010 of the grant funds for the procurement of a contractor to provide grant management services and sub-award \$830,243 of the grant funds to ASU to conduct the activities outlined in the project;

WHEREAS, the FY2017 budget was adopted by Council Resolution #2016-81 on June 21, 2016;

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, 2016 through June 30, 2017.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-150
Exhibit A

The FY2017 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, Category, Program or Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
General Fund, Personnel, DOD Grant	\$0	\$ 15,700	\$15,700
General Fund, Personnel, CD Admin	282,600	(15,700)	\$266,900
Grants Fund, Professional and Outside Services, DOD Grant	0	843,300	\$843,300
Grants Fund, Contingency, General Operations	22,701,100	(843,300)	\$21,857,800
	<u>\$22,983,700</u>	<u>\$0</u>	<u>\$22,983,700</u>
Grants Fund, Federal Grant Revenue, DOD Grant	\$0	\$ 843,300	\$843,300
Grants Fund, Other Grant Revenue, General Operations	13,292,100	\$ (843,300)	\$12,448,800
	<u>\$13,292,100</u>	<u>\$0</u>	<u>\$13,292,100</u>

The fund changes are as follows:

- The amendment reallocates appropriation within the Grants Fund in the amount of \$843,300 from contingency to professional and outside services and \$15,700 within the General Fund from personnel to project related personnel expenses without exceeding the approved total annual budget for FY2017.



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

+ Back Print

Council Meeting Date:	December 6, 2016	Contact Person:	Sergio Angulo - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action on the Final Plat to a 4.978 acre lot into four (4) new lots on a property generally ¼ mile south of Pinnacle Peak Road and east of 223rd Avenue.

Motion:

I move to approve/deny the Final Plat to subdivide a 4.978 acre lot into four (4) new lots.

Background:

Bryan Showvaker submitted a request for a Final Plat to subdivide a 4.978 acre lot into four (4) new lots.

Objective Analysis:

The subject lot is currently vacant land and will develop as the market permits.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [00 - FS16-374 - Showvaker Family Subdivision - Final Plat - Staff Report](#)
 - ☐ [01 - FS16-374 - Showvaker Family Subdivision - Final Plat - Vicinity Map](#)
 - ☐ [02 - FS16-374 - Showvaker Family Subdivision - Final Plat](#)
 - ☐ [03 - FS16-374 - Showvaker Family Subdivision - Final Plat - Luke AFB Comments](#)
 - ☐ [04 - FS16-374 - Showvaker Family Subdivision - Final Plat - ADOT Comments](#)
 - ☐ [05 - FS16-374 - Showvaker Family Subdivision - Final Plat - MWD Comments](#)
 - ☐ [06 - FS16-374 - Showvaker Family Subdivision - Final Plat - Presentation](#)
-

Case: FS16-374

Project Name: Showvaker Family Subdivision

Council District: 1 - ACACIA

City Council Date: December 6, 2016

Planner: Sergio Angulo

Owner: Bryan and Tammy Showvaker

Applicant: Bryan Showvaker

Request: Final Plat to subdivide a 4.978 acre lot into four (4) new lots.

Site Location: Generally ¼ mile south of Pinnacle Peak Road and east of 223rd Avenue.

Site Size: 4.978 acres

Findings:

.

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Municipal Code.

Staff

Recommendation: **Approve** [no stipulations on final plats]

History:

- On June 8, 1989 the Mayor and City Council approved the annexation of the subject property.
- On September 1, 2016 the applicant filed a request for a Final Plat approval to subdivide the subject lot.

37 **Additional Information:**

38
39 The applicant is requesting a Final Plat approval that will subdivide a 4.978 acre lot into four (4) new
40 lots; Lot 1 is proposed to be 1.414 acres, Lots 2, 3, and 4 are proposed to be 1.188 acre lots. The
41 subject site is located on Knudson Drive, east of 223rd Avenue and it is zoned Residential Ranch (RR).
42 The proposed subdivision meets the lot size requirements stated in the Surprise Unified
43 Development Code. This Final Plat will not be dedicating any new right-of-away, but is does
44 establish an ingress/egress access easement which will provide legal access to the new lots. The
45 subject lot is currently vacant land and will develop as the market permits.

46
47 **Attachments:**

48
49 01 Vicinity Map
50 02 Final Plat
51 03 Luke AFB Comments
52 04 ADOT Comments
53 05 MWD Comments

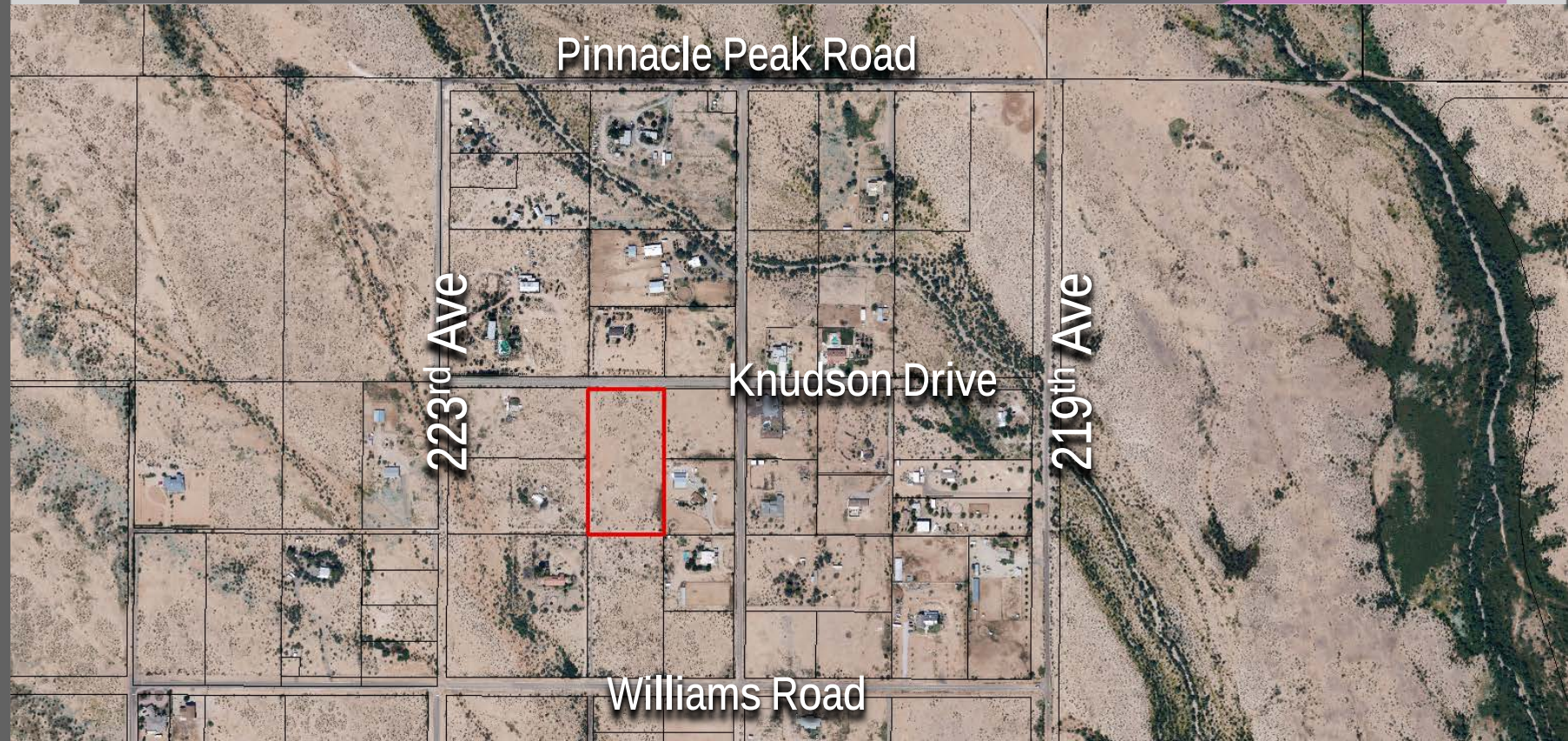
54
55 **Enclosure:**

56
57 Sealed mylars

VICINITY MAP

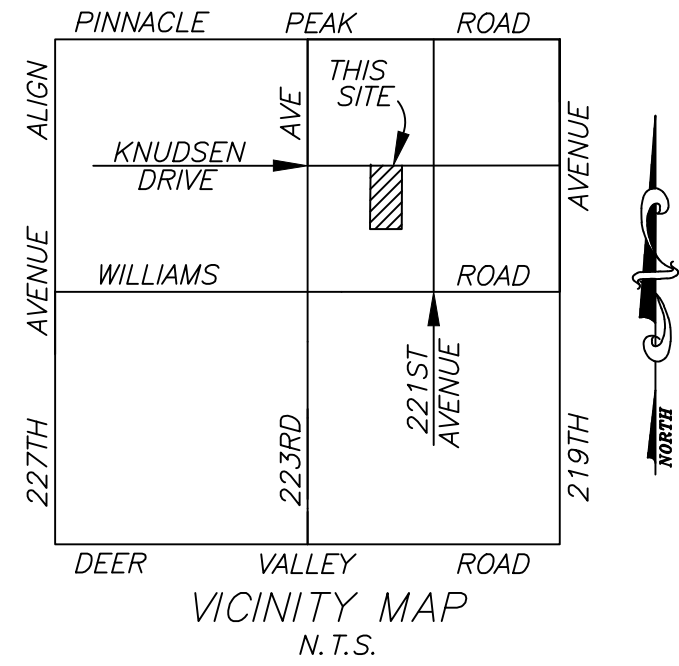


VICINITY MAP



SHOWWAKER FAMILY SUBDIVISION

A RURAL SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA.



DEDICATION:

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT BRYAN & TAMMY SHOWWAKER AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF SHOWWAKER FAMILY SUBDIVISION, A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4N, RANGE 3W, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DO HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SHOWWAKER FAMILY SUBDIVISION AND DECLARE THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING THE 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.

BRYAN & TAMMY SHOWWAKER DO HEREBY DEDICATE TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.

BRYAN & TAMMY SHOWWAKER DO 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 THE 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 THE CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.

OWNERS 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.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNERS OR THE HOMEOWNERS ASSOCIATION FORMED BY THE OWNERS.

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 DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

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

BRYAN & TAMMY SHOWWAKER DO HEREBY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF BUILDING/CONSTRUCTION PERMITS FOR THIS SUBDIVISION, THAT BRYAN & TAMMY SHOWWAKER ARE HEREBY RESPONSIBLE FOR THE ADJACENT HALF-STREET IMPROVEMENTS OR PAYMENT IN LIEU OF SUCH IMPROVEMENTS ACCORDING TO THE CITY CODE AND DEVELOPMENT STANDARDS AT SUCH TIME.

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

OWNER HEREBY GRANTS TO THE PUBLIC 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.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS NAME TO

BE SIGNED THIS _____DAY OF _____, 2016.

BY _____

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS NAME TO

BE SIGNED THIS _____DAY OF _____, 2016.

BY _____

RELEASE OF LIABILITY:

BRYAN & TAMMY SHOWWAKER ("OWNERS") DO 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 OWNERS AND THEIR 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.

OWNERS HEREBY FURTHER AGREE 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 SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY.

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.

ACKNOWLEDGMENTS:

ACKNOWLEDGMENT }
STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2016 THE FOLLOWING PERSONS

APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC:

PERSONALLY APPEARED BRYAN & TAMMY SHOWWAKER WHO
ACKNOWLEDGED THEMSELVES TO BE OWNERS OF THE SUBJECT
PROPERTY AND BEING DULY AUTHORIZED SO TO DO, EXECUTED THE
FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

MY COMMISSION EXPIRES: _____

(NOTARY PUBLIC)

PARENT PARCEL LEGAL DESCRIPTION

WARRANTY DEED 2016-0476044 M.C.R.

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST HALF THEREOF; AND ALSO

EXCEPT ALL COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT OF SAID LAND.

LOT 1 PARCEL DESCRIPTION

THE NORTH 187.30 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT OF SAID LAND.

LOT 2 PARCEL DESCRIPTION

THE SOUTH 157.30 FEET OF THE NORTH 344.60 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT OF SAID LAND.

LOT 3 PARCEL DESCRIPTION

THE SOUTH 157.30 FEET OF THE NORTH 501.90 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT OF SAID LAND.

LOT 4 PARCEL DESCRIPTION

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 501.90 FEET THEREOF

EXCEPT ALL COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN THE PATENT OF SAID LAND.

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS _____ DAY
OF _____, 2016 BY THE CITY ENGINEER OF SURPRISE,
ARIZONA.

APPROVED: _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY, OF _____, 2016

ATTEST: _____
MAYOR DATE

CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS SURVEYED AND DRAWN UNDER MY DIRECTION IN THE MONTH OF OCTOBER, 2016.



EXPIRES 9/30/2017

DMS SURVEY, LLC

15582 W SHANGRI LA RD
FAX: 623-975-3516
EMAIL: DMSLANDSURVEY@GMAIL.COM

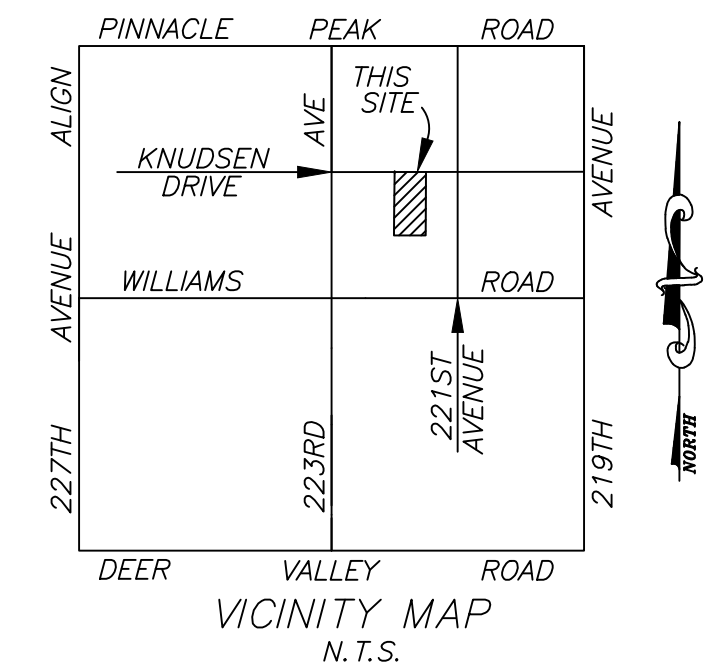
MINOR LAND DIVISION

NE 1/4, SECTION 14, T4N R3W
GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA

DRAWN R.A.U. DATE 10/19/16
SCALE 1"= 60' SHEET 1 OF 2

SHOWVAKER FAMILY SUBDIVISION

A RURAL SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA.



OWNER

BRYAN & TAMMY SHOWVAKER
15375 W HOPE DR
SURPRISE, AZ 85379

ZONING

RR PER CITY OF SURPRISE
GENERAL PLAN 2035

SUBJECT PARCEL

APN 503-81-046B

BASIS OF BEARING

N 00°18'35" E ALONG THE EAST LINE OF THE
NORTHEAST QUARTER OF SECTION 14, T. 4N, R. 3W
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA.

LEGEND

- SET 1/2" CAPPED REBAR
STAMPED R.L.S. 42840 UNLESS NOTED
- PROPERTY LINE SUBJECT PARCELS
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- FOUND MONUMENT AS NOTED
- COS CITY OF SURPRISE
- M.C.R. MARICOPA COUNTY RECORDS
- APN ASSESSOR PARCEL NUMBER
- FND FOUND
- RBR REBAR
- GLO GENERAL LAND OFFICE
- 1 FND COS BRASS CAP N88°27'52"E
2.05' FROM CALCULATED CORNER
POSITION. NO MONUMENT FOUND OR
SET AT CALCULATED CORNER
POSITION
- 2 FND COS BRASS CAP S88°29'41"E
1.05' FROM CALCULATED CORNER
POSITION. NO MONUMENT FOUND OR
SET AT CALCULATED CORNER
POSITION
- 3 FND COS BRASS CAP N89°03'19"E
1.96' FROM CALCULATED CORNER
POSITION. NO MONUMENT FOUND OR
SET AT CALCULATED CORNER
POSITION
- 4 FND COS BRASS CAP N89°05'29"E
4.05' FROM CALCULATED CORNER
POSITION. NO MONUMENT FOUND OR
SET AT CALCULATED CORNER
POSITION
- 5 FND 1/2" REBAR S76°00'54"E
8.75' FROM ACCEPTED CORNER
POSITION.

REFERENCES

- DOCUMENT 2010-0497125 M.C.R.
- DOCUMENT 1985-0620543 M.C.R.
- DOCKET 13655 PAGE 275 M.C.R.
- ALTA/ACSM SURVEY UNRECORDED
- "OBERST LAND DIVISION" BK 891
PG 22 M.C.R.
- LOT SPLIT BK 515 PG 24 M.C.R.
- GLO PLAT 2699 FILED 6/16/19

NOTES

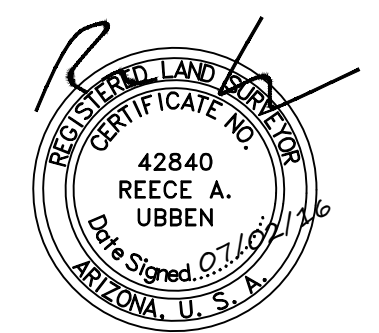
- THIS PROPERTY IS LOCATED WITHIN AN AREA
HAVING FLOOD ZONE DESIGNATION ZONE "X"
BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY. ON FLOOD INSURANCE RATE MAP
NUMBER 04013C1185L, WITH A DATE OF
IDENTIFICATION OF OCTOBER 16, 2013, FOR
COMMUNITY NUMBER 040053 IN MARICOPA
COUNTY, STATE OF ARIZONA, WHICH IS THE
CURRENT FLOOD INSURANCE RATE MAP FOR
THE COMMUNITY IN WHICH SAID PROPERTY
IS SITUATED.
- 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.
- ALL BEARINGS AND DISTANCES RESULT FROM
ACTUAL FIELD MEASUREMENTS.

LOT QUANTITIES

LOT	SQ. FT. NET	ACRES NET
LOT 1	61,582.06	1.414
LOT 2	51,730.30	1.188
LOT 3	51,741.15	1.188
LOT 4	51,755.49	1.188
TOTAL	206,946.39	4.978

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH
IT IS BASED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND
BELIEF AND WAS SURVEYED AND DRAWN UNDER MY DIRECTION IN
THE MONTH OF OCTOBER, 2016.



EXPIRES 9/30/2017

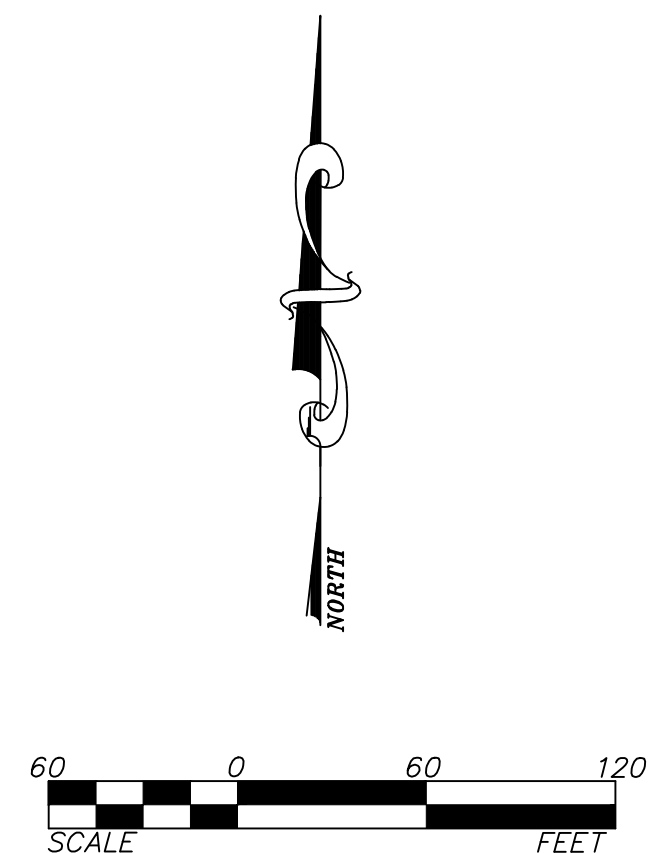
DMS SURVEY, LLC

15582 W SHANGRI LA RD
FAX: 623-975-3516
EMAIL: DMSLANDSURVEY@GMAIL.COM

MINOR LAND DIVISION

NE 1/4, SECTION 14, T4N R3W
GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA

DRAWN R.A.U. DATE 10/19/16
SCALE 1"= 60' SHEET 2 OF 2





**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

8 September 2016

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Heather Donaldson
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS16-374; Showvaker Family Subdivision

Dear Ms. Donaldson

Thank you for the opportunity to provide comments on the Final Plat Application for the Showvaker Family Subdivision. The site is located on 4.6 acres at 2211 W. Knudsen Drive, in Surprise AZ. The request is to divide the land into four lots and build four homes. The site is located approximately 0.85 miles outside the Luke AFB Auxiliary Field #1 2004 65 Ldn, "high noise or accident potential zone." as defined by A.R.S. § 28-8461, and outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. The density of 1.1 du/acre meets these guidelines.

Since the family subdivision will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential residents about Luke AFB operations.

If there are any questions, please contact my Community Planner, Ms. Barbara Plante at (623) 856-9981.

Sincerely

JAMES R. MITCHELL

cc:

Colonel David G. Shoemaker, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

From: [Vanessa Nunez](#)
To: [Heather Donaldson](#)
Cc: [Bob Patoni](#); [Richard Erickson](#)
Subject: RE: FS16-374 - Showvaker Family Subdivision - Electronic Submittal
Date: Monday, September 12, 2016 8:59:02 AM
Attachments: [image003.jpg](#)

RE: FS16-374
Showvaker Family Subdivision
2211XX W Knudson Dr

Attn: Heather Donaldson

Thank you for your notice for the above-referenced development.
After review, the development location is more than 1/4 mile from any ADOT proposed or existing highway facilities. As such, ADOT has no comment.

Please feel free to contact Bob Patoni at BPatoni@azdot.gov should you have any further questions. We appreciate the opportunity to review and comment. Thank you.

Vanessa Nuñez
Administrative Assistant II
ADOT Right of Way

205 South 17th Avenue
MD 612E, Room 302
Phoenix, Arizona 85007-3212
602.712.7184
www.azdot.gov



From: Heather Donaldson [mailto:Heather.Donaldson@surpriseaz.gov]
Sent: Wednesday, August 31, 2016 10:06 AM
To: Barbara Plante - Luke; Chris Cain - MWD; Debbie Trasancos - MWD; Denise Lacey; Donna Miller; Leslie - MWD; Mark A. Coronado; Paul Jackson; Redletter; Theresa Tysiak - USPS; Timothy Klarkowski; Vern Wolfley - MAG
Cc: Sergio Angulo; Jamie Sullivan
Subject: FS16-374 - Showvaker Family Subdivision - Electronic Submittal

Good Morning,

Attached please find the submittal documents for the above referenced project. Please do not hesitate to contact me if you have any questions or need further clarification.

Thank you, and I hope you have a wonderful Wednesday!

Heather Donaldson

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

www.surpriseaz.gov

623.222.3133 t

623.222.3001 f

City Hall offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

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0.1

31 Aug 2016 17:05:37 -0000

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From: [Debbie Trasancos](#)
To: [Heather Donaldson](#)
Cc: [Chris Cain](#); [Leslie Jarrell](#)
Subject: RE: FS16-374 - Showvaker Family Subdivision - Electronic Submittal
Date: Wednesday, August 31, 2016 11:45:02 AM

Heather,

Thank you for providing the Electronic Submittal for Showvaker Family Subdivision (FS16-374).

Maricopa Water District (MWD) has reviewed this submittal and determined this lies outside the current boundaries of MWD.

Thanks again,

Debbie Trasancos
Property & Contracts Specialist
Maricopa Water District
14825 W. Grand Ave.
Surprise, AZ 85374
623/546-8266
fax 623/584-2536
debbiet@mwdaz.com

From: Heather Donaldson [mailto:Heather.Donaldson@surpriseaz.gov]
Sent: Wednesday, August 31, 2016 10:06 AM
To: Barbara Plante - Luke <barbara.plante@us.af.mil>; Chris Cain <ChrisC@mwdaz.com>; Debbie Trasancos <DebbieT@mwdaz.com>; Denise Lacey <deniselacey@mail.maricopa.gov>; Donna Miller <Donna.Miller@surpriseaz.gov>; Leslie Jarrell <LeslieJ@mwdaz.com>; Mark A. Coronado <Mark.Coronado@surpriseaz.gov>; Paul Jackson <paul.j.jackson@usps.gov>; Project Coordinator <redletter@azdot.gov>; Theresa Tysiak - USPS <theresa.a.tysiak@usps.gov>; Timothy Klarkowski <Timothy.Klarkowski@surpriseaz.gov>; Vern Wolfley - MAG <vwolfley@azmag.gov>
Cc: Sergio Angulo <Sergio.Angulo@surpriseaz.gov>; Jamie Sullivan <Jamie.Sullivan@surpriseaz.gov>
Subject: FS16-374 - Showvaker Family Subdivision - Electronic Submittal

Good Morning,

Attached please find the submittal documents for the above referenced project. Please do not hesitate to contact me if you have any questions or need further clarification.

Thank you, and I hope you have a wonderful Wednesday!

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

www.surpriseaz.gov

623.222.3133 t

623.222.3001 f

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0.1

31 Aug 2016 17:05:37 -0000



SURPRISE
ARIZONA

FS16-374

Showvaker Family Subdivision

Final Plat

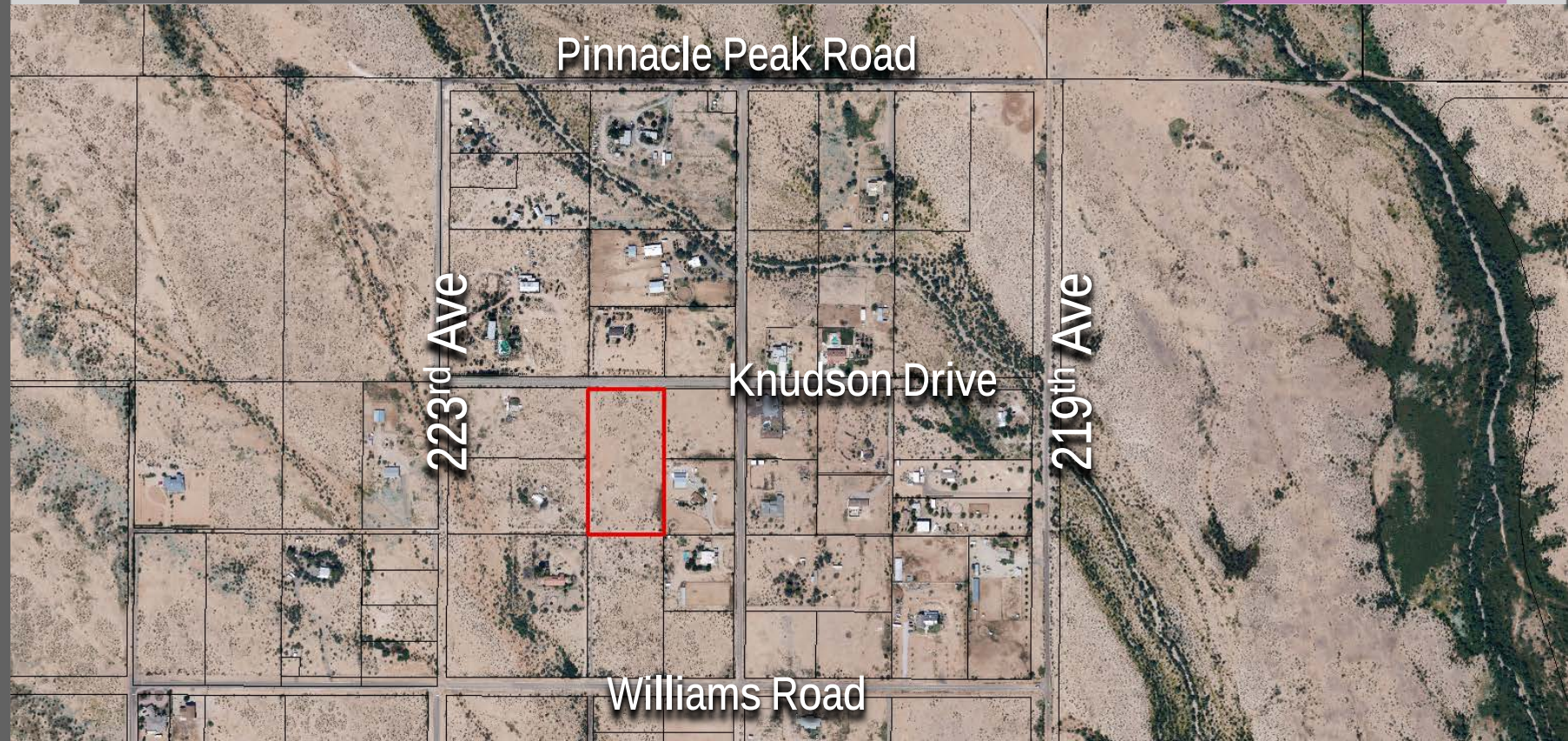
City Council

December 6, 2016

VICINITY MAP



VICINITY MAP






 SET 1/2" CAPPED REBAR
 STAMPED R.L.S. 42840 UNLESS NOTED

-----	PROPERTY LINE	SUBJECT PARCELS
-----	PROPERTY LINE	
-----	SECTION LINE	
-----	EASEMENT LINE	

☒ FOUND MONUMENT AS NOTED
 COS CITY OF SURPRISE
 M.C.R. MARICOPA COUNTY RECORDS
 APN ASSESSOR PARCEL NUMBER
 FND FOUND
 RBR REBAR
 GLO GENERAL LAND OFFICE

☐ FND COS BRASS CAP N88°27'52"E
 2.05' FROM CALCULATED CORNER
 POSITION, NO MONUMENT FOUND OR
 SET AT CALCULATED CORNER
 POSITION

☒ FND COS BRASS CAP S88°29'41"E



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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

Council Meeting Date:	December 6, 2016	Contact Person:	Terry Lowe Water Resource Management Director
Submitting Department:	Water Resource	District:	6
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to a Fiscal Year 2017 budget amendment in the amount of \$86,000 reallocating appropriations within the Sewer Utility Capital Fund from the SPA1 Recharge Expansion project to the Sluice Gate Repairs project for repairs within the Peoria Ave & Litchfield Rd Junction Structure of the Sluice gate; Resolution # 2016-148.

Motion:

I move to approve Resolution # 2016-148.

Background:

With this action item Mayor and Council will amend the project budget for the Sluice Gate due to unforeseen repairs that were not budgeted as part of the original project.

During the field work within the Peoria Ave & Litchfield Rd Junction Structure of the Sluice gate, our contractor discovered that there has been a severe deterioration on the concrete beneath the coatings of the junction structure walls exposing the steel bars. If the steel bars within this structure continue to be exposed and unprotected, the potential for deeper damage within the walls will increase resulting in the failure of the structure, that handles 6-10 million gallon of sewage every day. In order to repair the structure properly, the bypass pumping had to be extended by several weeks. In addition, special material and labor were required to patch the exposed steel surface.

Objective Analysis:

Delay in repairing the defects would end up costing the City more in the long run and led to possible environmental cleanup costs.

Policy Compliant:

This action item is policy compliant.

Financial Impact:

The approval of this item will authorize the use of \$86,000 from the SPA1 Recharge Expansion project to provide funding for additional repairs associated with the Sluice Gate Repairs project. The SPA1 Recharge Expansion project will be re-scoped in FY2017 in order to accommodate the additional funds needed for the Sluice Gate Repairs project.

Budget Impact:

This action will reallocate a total of \$86,000 within the Sewer Utility Capital Fund from the SPA1 Recharge Expansion project to the Sluice Gate Repairs project without exceeding the approved total annual budget for FY2017. The total project budget for the Sluice Gate Repairs project will increase from \$525,000 to \$611,000. The FY2017 total project budget for the SPA1 Recharge Expansion project will decrease from \$300,000 to \$214,000.

FTE Impact:

There is no FTE impact with this item.

ATTACHMENTS:

Click to download

☐ [Resolution 2016-148](#)

RESOLUTION 2016-148

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$86,000 WITHIN THE SEWER UTILITY CAPITAL FUND FROM THE SPA1 RECHARGE EXPANSION PROJECT TO SPA1 WRF SLUICE GATE REPAIRS PROJECT FOR REPAIRS.

WHEREAS, the FY2017 adopted budget includes appropriations of \$300,000 for the SPA1 Recharge Expansion project and \$413,000 for the Sluice Gate Repairs project;

WHEREAS, deterioration on the concrete beneath the coatings of the junction structure walls was discovered during field work performed for the Sluice Gate Repairs project;

WHEREAS, additional funds are needed in order to repair the structure properly;

WHEREAS, the SPA1 Recharge Expansion project has not begun and the project is a multi-year phased project;

WHEREAS, the SPA1 Recharge Expansion project can be re-scoped in FY2017 in order to accommodate the additional funds needed for the repairs associated with the Sluice Gate Repairs project;

WHEREAS, the FY2017 budget was adopted by Council Resolution #2016-81 on June 21, 2016;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, the City of Surprise Administrative Policy requires the approval of the Mayor and Council for budget adjustments 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, 2016 through June 30, 2017.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this_____day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-148

Exhibit A

The FY2017 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 / Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Sewer Utility Capital Fund / SPA1 Recharge Expansion #P71190	\$300,000	(\$86,000)	\$214,000
Sewer Utility Capital Fund / SPA1 WRF Sluice Gate Repairs #P71080	413,000	86,000	499,000
Total	\$713,000	\$0	\$713,000

The fund changes are as follows:

- The amendment reallocates appropriations of \$86,000 within the Sewer Utility Capital Fund from the SPA1 Recharge Expansion project to the SPA1 WRF Sluice Gate Repairs project to cover the costs of repairs needed.
- The total project budget for the SPA1 WRF Sluice Gate Repairs project will be revised to:

Sewer Utility Capital Fund	Current Project Budget	Increase (Decrease)	Revised Project Budget
SPA1 WRF Sluice Gate Repairs #P71080	525,000	86,000	611,000



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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

Council Meeting Date: December 6, 2016

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: 1

Staff Recommendations: None

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

Agenda Wording:

Consideration and action to approve a request by applicant, Nicholas Guttilla on behalf of Winco #127, for a Sampling License to accompany an already existing liquor license (Series 09 - 09070343) located at 16925 W. Bell Road, Surprise, AZ. 85388.

Motion:

I move to approve a request by applicant, Nicholas Guttilla on behalf of Winco #127, for a Sampling License to accompany an already existing liquor license (Series 09 - 09070343) located at 16925 W. Bell Road, Surprise, AZ. 85388.

Background:

This request is for a business that already has an existing liquor license in good standing. This is a supplement to serve samples as allowed through the Arizona Department of Liquor License and Control. There are no concerns noted in the departmental reports.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

Click to download

No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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

Council Meeting Date:	December 6, 2016	Contact Person:	Sherry Ann Aguilar
Submitting Department:		District:	6
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action to approve a request by applicant, NGA Pham for a Series 12 (1207A817) - New License, LLC for PT Noodles located at 13749 N. Litchfield Road, G109, Surprise, AZ. 85374.

Motion:

I move to approve a request by applicant, NGA Pham for a Series 12 (1207A817) - New License, LLC for PT Noodles located at 13749 N. Litchfield Road, G109, Surprise, AZ. 85374.

Background:

This request is for a new business and there are no concerns noted in the departmental memos.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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

Council Meeting Date: December 6, 2016
Submitting Department:
Staff Recommendations: None

Contact Person: Sherry Ann Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action on the minutes of November 15, 2016 Regular City Council Meeting and the Special City Council Meeting of November 23, 2016.

Motion:

I move to approve the meeting minutes.

Background:

I move to approve the meeting minutes.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [Minutes](#)

☐ [Minutes](#)

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

Tuesday, November 15, 2016 @ 06:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, November 15, 2016**. Also in attendance with Mayor Wolcott were Council Member Winters, Council Member Hayden, Council Member Williams, Council Member Villanueva, Council Member Hall, and Council Member Tande.

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

Pledge of Allegiance

Proclamation and Community Acknowledgements

City Manager Report

Mike Cassidy - Youth Services Coordinator - Recognized Canyon Ridge Elementary School and Student Council Honor Society.

ED Director, Jeanine Jerkovic gave a Bell/Grand Update - A portion of Bell/Grand will be opening on November 22nd.

Event details - All of the businesses impacted on November 21st - 4:00 p.m. at the Target parking lot, in celebration of the overpass opening on November 22nd.

Public Works Dept., gave an update on construction.

Council Member Villanueva - Park and Ride lot

Council Member Williams - When will roadway be open on the 22nd.

Council Member Hall - Announcer from PIR

Council Member Hayden - Will Grand Avenue still be under construction at this time?

City Attorney Report

City Clerk Report

City Clerk Aguilar reported on the 2016 General Election

Call to the Public

Council Member Elect, Ken Remley - recognition of staff for meals program at Senior Center.

Consent Agenda

1 – Consideration and action on a request for a Series 12 liquor license (1207A792 - Interim Permit/New License, LLC) for Red Line Grill (Family Nest, LLC) located at 15332 W. Bell Road, #101 & #102, Surprise, Arizona 85374 - APPROVED

2 – Consideration and action pertaining to approval the Final Plat entitled "Desert Oasis Lancer Parcel L7 and Lancer Parcel L8", dated October 12, 2016, a property generally located at the northwest corner of Jomax Road and 171st Avenue - APPROVED

This item was removed from the consent agenda for discussion.

Council Member Winters - Are one of these lots supposed to be commercial, correct?

Yes lot L8, no applications currently for this lot at this time.

Mayor Wolcott - Just for clarification, flight zone in this area and is mandated by state law correct?

Council Member Winters made the motion to approve item #2. Council Member Williams seconded the motion. Seven yes votes, motion carried.

3 – Consideration and action pertaining to conditional acceptance of the public utility improvements at Prasada – Phase 2A West Lot 2B (Burger King), generally located on the northwest corner of Waddell Road and SR303; Resolution # 2016-135 - APPROVED

4 – Consideration and action on the minutes of November 1, 2016 Regular City Council Work Session and Regular City Council Meeting - APPROVED

Council Member Hall made the motion to approve the consent agenda, excluding item #2. Council Member Villanueva seconded the motion. Seven yes votes, motion carried.

Regular Agenda Item - Public Hearing

5 – Presentation and discussion of FS16-427 Magnolia Annexation Public Hearing, in accordance with Arizona Revised Statutes 9-471(A)(3), a public hearing is required to be held after filing a blank petition within the last ten days of the thirty day waiting period - NO ACTION

Community Development Director, Eric Fitzer reported on the annexation

No public comments were made.

Regular Agenda Item - Non-Public Hearing

6 – Consideration and action pertaining to the recommendation of Presiding Judge Louis F. Dominguez to appoint Catherine Gaudreau to a four year term as the Associate Judge for the Surprise City Court; Resolution #2016-149 - APPROVED

Judge Dominguez reported on this item and recommended Catherine Gaudreau to a four year term as the Associate Judge.

Council Member Tande made the motion to approve Resolution 2016-149. Council Member Hall seconded the motion. Seven yes votes, motion carried.

7 – Consideration and action pertaining to an amendment to the fiscal year 2017 budget by reallocating appropriations of \$8,400 within the Grants and Contingency Fund and authorizing the acceptance of Project Initiation Pool (PIP) grant funds; Resolution # 2016-142 - APPROVED

City Planner, Martin Lucero gave an overview of Resolution No. 2016-142.

Council Member Tande - Great program to maximize use of our smaller local tax dollars.

8 – Consideration and action pertaining to an amendment to the fiscal year 2017 budget by reallocating appropriations of \$737,900 within the Grants Fund and \$146,500 within the General Fund for the receipt of a FEMA grant to fund the addition of five (5) firefighters in accordance with the Staffing for Adequate Fire and Emergency Response (SAFER) program; Resolution #2016-138 - APPROVED

Fire Chief Abbott reported on Resolution 2016-138.

Council Member Tande - This grant would allow us to add 5 firefighters, increased the count of firefighter and police officers. The 5 are to deal with response times, correct?

Chief Abbott - Yes that's correct.

Council Member Hall - I am in support of this too. We have had significant growth, and add another 6,000 people over the next few years. I think this puts us into a position to respond to response times.

Council Member Hayden - What are the hours of operation for the staff? Abbott - Have yet to settle in on this yet, but the peak time is 9:00 a.m. to 7:00 p.m., possibly 4 days a week. He also questioned use of Adaptive Response Unit.

Council Member Winters made the motion to approve Resolution 2016-138. Council Member Hall seconded the motion. Seven yes votes, motion carried.

9 – Consideration and action pertaining to approval of an agreement with Tohono O'odham Nation and the WHAM Art Association to accept and administer funding for the Art: A Path of Healing project and an amendment to the fiscal year 2017 budget by reallocating appropriations of \$5,000 within the Grants Fund; Resolution # 2016-140 - APPROVED

Council Member Tande - When I saw this I thought it was a great program. I also want to compliment Connie personally for being a key provider for our City. We have a new City page on our website and WHAM is listed on our page. You have helped the City grow.

Council Member Hall - You are so important to our community to bring people together, especially this program for Veteran's.

Council Member Winters - You have a great program in our City. This grant, what part does the City play in this?

Regular City Council Meeting Minutes – November 15, 2016 – Page 5

Youth members commented on asking the Teen Council to participate with art and fund raising opportunities and also including family members in the process who has lost someone from the military who suffer from depression.

Council Member Villanueva - I have been there at WHAM and have done 3 projects, my kids are real proud of them.

Council Member Hall made the motion to approve Resolution 2016-140. Council Member Winters seconded the motion. Seven yes votes, motion carried.

10 – Consideration and action pertaining to approval of a second amendment to the Surprise Center Development Company L.L.C. Compromise Settlement Agreement and Full and Final Release of All Claims - APPROVED

Council Member Hall - I am for this because you are working hard at this, I want to make sure we have the sense of urgency to get this done and do this the right way.

Council Member Williams made the motion to the second amendment to the Surprise Center Development Company, LLC Compromise Settlement Agreement and Full and Final Release of All Claims. Council Member Winters seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

Council Member Winters - add to the next work session - presentation by Chance Shelter, seconded by Council Member Hall.

Mayor and Council Reports

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

Council Member Tande: Thanked the city and staff regarding the bond rating.

Council Member Hall: Congratulated Seth Dyson and his staff; thanked Travis and Tara; recognized Susan DeJong and acknowledged Thomas Garcia in Sun Village.

Council Member Villanueva: congratulated Seth for his award and for the programs. Acknowledged Council for working together, thanked Jim Biundo for doing an excellent job; acknowledged City Manager Wingenroth and city staff.

Council Member Winters: Asante HOA Meeting; Gateway Park in El Mirage; Fire Station 302; event at Canyon Ridge West and Best of the West.

Regular City Council Meeting Minutes – November 15, 2016 – Page 6

Council Member Hayden – opportunity to visit the city and attend some events.

Executive Session

Adjournment

Council Member Winters made the motion to adjourn the Regular City Council Meeting of November 15, 2016 at 7:42 P.M. Council Member Villanueva seconded the motion. Seven yes votes, motion carried.

Sharon R. Wolcott, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, November 15, 2016**.

Sherry Ann Aguilar, City Clerk

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

Wednesday, November 23, 2016 @ 02:00 PM

Call to Order

Roll Call

Council Member Williams called the **Special City Council Meeting** to order at 02:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Wednesday, November 23, 2016**. Also in attendance with Council Member Williams were Council Member Winters, Council Member Hayden, Council Member Hall and Council Member Tande. Mayor Wolcott was excused and Council Member Villanueva was absent.

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

Pledge of Allegiance

Call to the public

Special City Council Meeting Agenda

Regular Agenda Item – Non-Public Hearing:

1 – Consideration and action to approve Resolution No. 2016-151; A Resolution of the Mayor and Council of the City of Surprise, Maricopa County, Arizona declaring and adopting the results of the General Election held on November 8, 2016 - APPROVED

Council Member Tande made the motion to approve Resolution No. 2016-151. Council Member Hall seconded the motion. Five yes votes, one excused (Wolcott) and one absent (Villanueva). Motion carried.

Executive Session

Special City Council Meeting Minutes – November 23, 2016 – Page 2

Adjournment

Council Member Winters made the motion to adjourn the Special City Council Meeting of November 23, 2016 at 2:02 PM. Council Member Tande seconded the motion. Five yes votes, one excused (Wolcott) and one absent (Villanueva). 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 Special City Council Meeting of **Wednesday, November 23, 2016**.

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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

Council Meeting Date: December 6, 2016

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Internal

Staff Recommendations: None

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to approve the 2017 Council Meeting Calendar.

Motion:

I move to approve the 2017 Council Meeting Calendar as presented.

Background:

COUNCIL MEETING DATES 2017

January through December 2017

Surprise City Code specifies the 1st and 3rd Tuesday of each month for Regular Council Meetings.

Tuesday, January 3, 2017

- Tuesday, January 17, 2017
- Tuesday, February 7, 2017
- Tuesday, February 21, 2017
- Tuesday, March 7, 2017
- Tuesday, March 21, 2017
- Tuesday, April 4, 2017
- Tuesday, April 18, 2017
- Tuesday, May 2, 2017

- Tuesday, May 16, 2017
- Tuesday, June 6, 2017
- Tuesday, June 20, 2017

NO REGULAR MEETINGS IN JULY FOR SUMMER BREAK

- Tuesday, August 1, 2017
- Tuesday, August 15, 2017
- Tuesday, September 5, 2017
- Tuesday, September 19, 2017
- Tuesday, October 3, 2017
- Tuesday, October 17, 2017
- Tuesday, November 7, 2017
- Tuesday, November 21, 2017
- Tuesday, December 5, 2017
- Tuesday, December 19, 2017

** Arizona League of Cities and Towns Annual Conference is scheduled for August 22nd – 25th, 2017 – Oro Valley, AZ.

Objective Analysis:

Policy Compliant:

This schedule follows the City Code regarding Regular Council Meeting schedule:

Sec. 2-65. - Meeting, location and time.

■ (a) Regular meeting of the city council will be held on the first and third Tuesday of each month at 6:00 p.m. at City Hall, 16000 N. Civic Center Plaza, Surprise, Arizona, unless otherwise provided in the public notice.

(b) Work sessions may be held for the purpose of presentations to and discussions with council. Action by council at work sessions is limited to general consensus, conveying questions or requesting information. No formal action of the city council may be taken at work sessions.

(c) Special meetings may be convened by the mayor at any time.

(d) The city council may call, vacate, or change the date, time or location of a specific meeting by majority vote.

(Ord. No. 2013-09, 2(Exh. A), 11-12-2013; Ord. No. 2014-03, 2, 1-28-2014)

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [Council Meeting Dates 2017](#)

COUNCIL MEETING DATES 2017

January through December 2017

Surprise City Code specifies the 1st and 3rd Tuesday of each month for Regular Council Meetings.

- Tuesday, January 3, 2017
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- Tuesday, April 18, 2017
- Tuesday, May 2, 2017
- Tuesday, May 16, 2017
- Tuesday, June 6, 2017
- Tuesday, June 20, 2017

NO REGULAR MEETINGS IN JULY FOR SUMMER BREAK

- Tuesday, August 1, 2017
- Tuesday, August 15, 2017
- Tuesday, September 5, 2017
- Tuesday, September 19, 2017
- Tuesday, October 3, 2017
- Tuesday, October 17, 2017
- Tuesday, November 7, 2017
- Tuesday, November 21, 2017
- Tuesday, December 5, 2017
- Tuesday, December 19, 2017

** Arizona League of Cities and Towns Annual Conference is scheduled for August 22nd – 25th, 2017 – Oro Valley, AZ.



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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

Council Meeting Date:	December 6, 2016	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	6
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to rezoning approximately 8.1 acres of property located on the west side of Litchfield Road ½ mile north of Peoria Avenue from Rural Residential (RR) to Business Park (BP); Ordinance # 2016-33.

Motion:

I move to approve Ordinance # 2016-33.

Background:

Bola Tie LLC, Peter Smith & Margene Finamore, respectfully request a rezone of the approximately 8.1 acres on the west side of Litchfield Rd. ½ mile south of Cactus Rd. in Surprise, Arizona, Maricopa Assessor's Parcel Number 501-39-024R from Rural Residential (RR) to Business Park (BP). The property is located beneath the Luke Air Force Base (AFB) 65 Day-Night Average Sound Level (Ldn) noise contour. This designation does not allow for residential uses in this area.

Objective Analysis:

The proposed Rezone should have a positive effect on the surrounding commercial development by providing a conforming parcel within the surrounding nonresidential properties.

Policy Compliant:

The action is consistent with City and Council Policy.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:**Click to download**

- ☐ [00 - FS16-350 - Bola Tie LLC - Smith Property - Rezone/Zoning Amendment - Ordinance 2016-33, RFLS 5423 - Staff Report](#)
 - ☐ [01 - FS16-350 - Bola Tie LLC - Smith Property - Rezone/Zoning Amendment - Vicinity Maps](#)
 - ☐ [02 - FS16-350 - Bola Tie LLC - Smith Property - Rezone/Zoning Amendment - Rezone Document](#)
 - ☐ [03 - FS16-350 - Bola Tie LLC - Smith Property - Rezone/Zoning Amendment - Ordinance 2016-33, RFLS 5423](#)
 - ☐ [04 - FS16-350 - Bola Tie LLC - Smith Property - Rezone/Zoning Amendment - Citizen Participation Report](#)
 - ☐ [05 - FS16-350 - Bola Tie LLC - Smith Property - Rezone/Zoning Amendment - Public Engagement Form](#)
 - ☐ [06 - FS16-350 - Bola Tie LLC - Smith Property - Rezone/Zoning Amendment - Presentation](#)
-

ZONE CHANGE

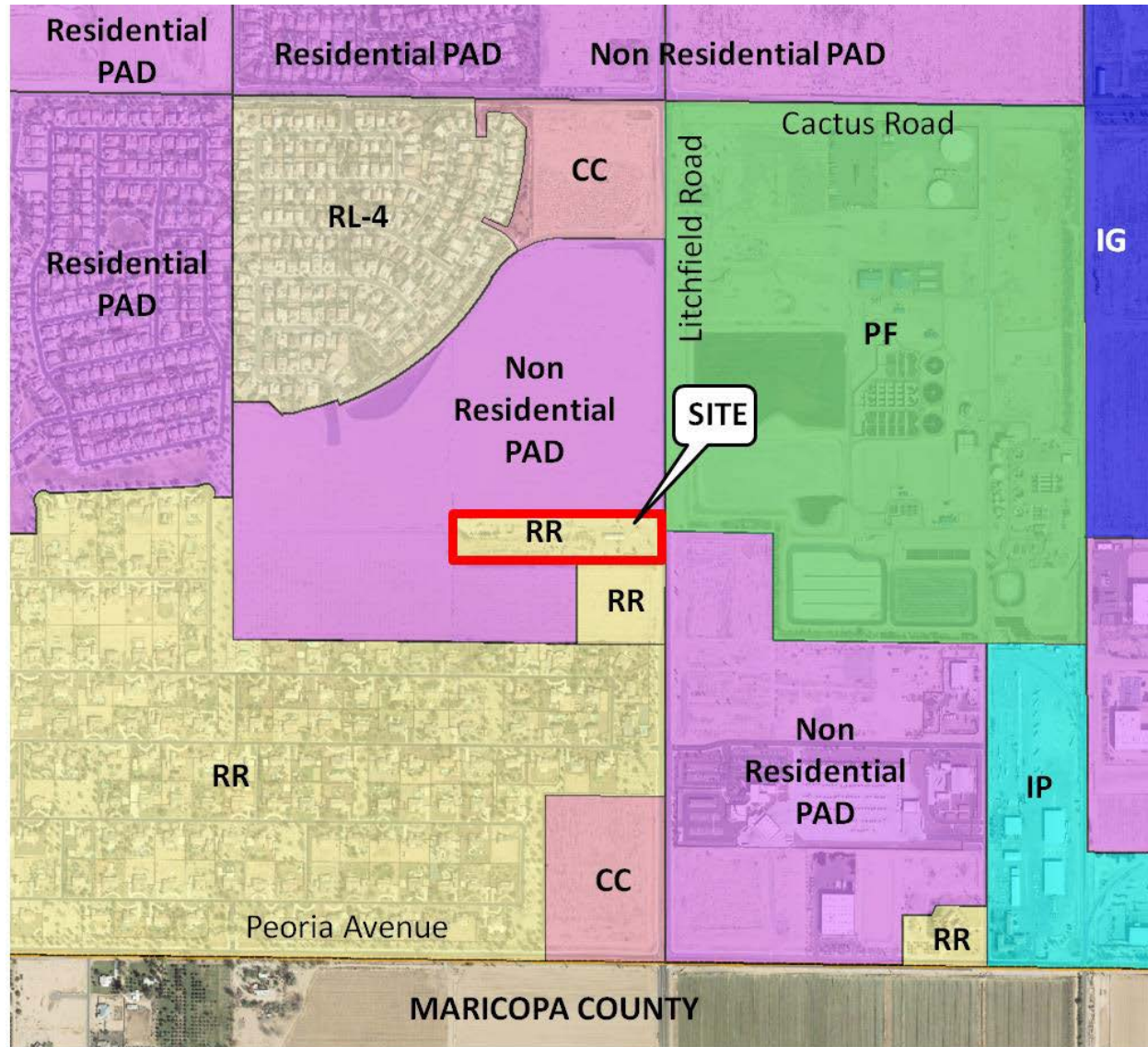
REPORT TO THE MAYOR AND CITY COUNCIL

1 **Case:** **FS16-350**
2
3 **Project Name:** Bola Tie LLC Rezone
4
5 **Council District:** 6 – Palo Verde
6
7 **Meeting Date:** **December 6, 2016**
8
9 **Planner:** Hobart Wingard, hobart.wingard@surpriseaz.gov, 623.222.3156
10
11
12 **Owner:** Bola Tie LLC
13
14 **Applicant:** Peak Group LLC
15
16 **Request:** The applicant, on behalf of the owner, requests a rezone of
17 approximately 8.1 acres from Rural Residential (RR) to Business Park
18 (BP).
19
20 **Site Location:** Generally on the west side of Litchfield Road ½ mile north of Peoria
21 Avenue
22
23 **Site Size:** approximately 8.1 acres
24
25 **General Plan Conformance:** The proposal is consistent with the Surprise General Plan 2035
26
27 **Support/Opposition:** Both support and opposition were encountered during the Public
28 Review meeting and are expanded upon in the Citizen Participation
29 Report.
30
31 **Staff Recommendation:** Staff recommends the Commission recommend approval of the Bola
32 Tie Rezone, Case FS16-350, to the Mayor and City Council, subject to
33 stipulations 'a' through 'c'
34
35
36
37
38
39

Project Description:

The Peak Group LLC, on behalf of Bola Tie LLC, requests a Zone Change from Rural Residential (RR) to Business Park (BP). The subject 8.1 acre parcel is currently located beneath the Luke Air Force Base (AFB) 65 Day-Night Average Sound Level (Ldn) noise contour. This designation does not allow for residential uses in this area.

Surrounding Land Zoning:



Kenly Farms Non-Residential PAD	Kenly Farms Non-Residential PAD	Public Facilities (PF)
Kenly Farms Non-Residential PAD	Rural Residential (RR)	Public Facilities (PF)
Kenly Farms Non-Residential PAD	Kenly Farms Non-Residential PAD	Rural Residential (RR)

Background:

August 10, 1995: The subject property was annexed into the City of Surprise by the Mayor and City Council.

September 11, 2015: A Concept Review meeting was held for the current proposal under case CR15-361.

August 10, 2016: The applicant filed a related request for a Zone Change from Rural Residential (RR) to Business Park (BP) for approximately 8.1 acres under case FS16-350, the subject case.

September 19, 2016: The applicant held a neighborhood outreach meeting to discuss the project.

November 3, 2016: The Planning and Zoning Commission recommended approval of the Bola Tie Rezone.

Citizen Outreach:

The site was posted and advertised for a Citizen Review meeting in accordance with the SUDC. The applicant held a meeting for the proposed Rezone at the Rancho Gabriella School located at 15272 West Gabriella Drive from 6:00pm to 8:00pm on September 19, 2016. The applicant hosted the event along with a representative from the City of Surprise. Several residents from around the subject parcel attended and voiced concern over the uses of this and the currently zoned Kenly Farms PAD. A concern over industrial uses of adjacent parcels seemed to cause apprehension.

Analysis and Discussion:

The Zone Change from Rural Residential (RR) to Business Park (BP) for this 8.1 acre parcel would more closely integrate the zoning of this property with the surrounding parcels. The subject parcel is located beneath the Luke Air Force Base (AFB) 65 Ldn noise contour which does not allow for residential uses upon this parcel.

Surprise General Plan 2035:

The Surprise General Plan 2035 shows the subject property as lying within the Commerce and Office Character Area. The proposed Site Plan demonstrates consistency with this land use category.

84 **Reviewing Agencies:**

85
86 In addition to the standard city reviewing agencies, who indicate no objections to the requests,
87 Luke Air force Base, Maricopa Water District, EPCOR Water, ADOT, and Maricopa Association of
88 Governments (MAG) were included in the routing of this case.

89
90 **Summary:**

91
92 The subject request is for a Zone Change from Rural Residential (RR) to Business Park (BP). The
93 subject 8.1 acre parcel is currently located beneath the Luke Air Force Base (AFB) 65 Ldn noise
94 contour. This noise contour designation does not allow for residential uses in this area and the BP
95 zone would closely integrate the zoning of this property with the surrounding parcels.

96
97 **Findings:**

- 98
99
 - The proposed zone change is consistent with the Surprise General Plan 2035
 - The proposed zone change will advance the goals of the City Council Strategic Plan.

100
101
102 **Recommendation:**

103
104 Based on the findings noted above, should the Mayor and City Council move to approve case **FS16-**
105 **350**, they should do so subject to stipulations 'a' through 'c' as outlined below:

- 106
107
 - a. Development and use of the site shall be in substantial conformance with the project
108 narrative entitled "Rezone Request for: Owner: Bola Tie, LLC Peter Smith", prepared by Peak
109 Group LLC, consisting of 26 pages dated September 15, 2016 and stamped received
110 September 16, 2016, except as modified by the following stipulations.
 - b. Non-compliance with the stipulations of approval of this case will be treated as a violation in
111 accordance with the provisions of Article XIV of the Surprise Unified Development Code.
 - c. The Property owner and successors waive claim for diminution in value if the City takes
112 action to rescind approval of this zone change request due to non-compliance with the
113 stipulations of approval.

114
115
116
117 However, should the Mayor and City Council wish to deny the request, the Mayor and City Council
118 should make its own findings and base its decision on those alternative findings.

119
120 **Attachments:**

- 121 01 - Vicinity Maps
122 02 - Rezone Document
123 03 – Ordinance 2016-33
124 04 - Citizen Participation Report
125 05 - Public Engagement Form

LOCATION MAP



LOCATION MAP



REZONE REQUEST FOR:

Owner: BOLA TIE, LLC Peter Smith

Prepared by: Peak Group LLC, George Quinif

September 15, 2016

8.1 ACRES, 11294 N. LITCHFIELD RD.

SURPRISE, AZ 85379

TAX PARCEL – 501-39-024R

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Application Type Rezone Case Number FS16-350

Property owner Information:

Legal Owner: Bola Tie LLC, an Arizona limited liability company

Address: 14302 N 87th St. STE 104

City: Scottsdale State: AZ ZIP: 85260

Phone: _____ Fax: _____ E-mail: peter.d.smith@intel.com

Applicant Information:

Name: Bola Tie LLC c/o Peak Group LLC - George Quinif

Address: 5080 N. 40th St. # 205

City: Phoenix State: AZ ZIP: 85018

Phone: 602-952-0123 Fax: _____ E-mail: quinif@peakaz.com

Property Information:

Name of Development: 8.1 acres -11294 N Litchfield Rd.

Description of Request: Rezone from RR/R1-43 to Business Park - BP

Property Location/Address: 11294 N Litchfield Rd., Surprise, AZ

Parcel Numbers(s): 501-39-024R

Current Zoning: R1-43 Gross Acres: 8.1

Current Use: Vacant/Ag Proposed Use: none

Property owner and applicant authorization:

I (property owner) Peter D. Smith do hereby authorize
(applicant/agent) George Quinif to file this application on
all matters relating to this request with the City of Surprise. Additionally, I understand that any
verbal or written communications on said application to other members of the development team is
my responsibility. I request that all communications regarding this application be provided to the
applicant.

Owner signature: Peter D. Smith Digitally signed by Peter D. Smith
Date: 2016.08.08 14:43:09 -07'00' Date: 8/8/16

Proposition 207 Waiver:

In exchange for its processing of entitlements, the City of Surprise (the "City") requires that landowners execute a waiver of claims that may arise under Proposition 207 (A.R.S. §12-1134 *et seq.*). As a result of any requested City land use action. The waiver applies only to the action requested and does not diminish any other landowner rights that may exist prior to the request.

By signing this document, the undersigned owner(s) agree(s) and consent(s) to all the conditions imposed by the City of Surprise in conjunction with the approval of this application and acknowledge(s) that the approval might affect current or existing rights to use, divide, sell or possess the subject property, and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes §12-1134 that may now or in the future exist as a result of the approval of this application.

Owner Signature: Peter D. Smith Digitally signed by Peter D. Smith
Date: 2016.08.08 14:43:42 -07'00' Date: _____

Case Inactivity:

Cases which are not active within six (6) months will be considered inactive and closed by staff. To pursue entitlement after the closing of the case, a new application and associated fees will be required.

DEVELOPMENT APPLICATION

Request:

Title of project: 8.1 acres 11294 N Litchfield Rd

Description of request: Rezone from RR/R1-43 to Business Park - BP

Property Information:

Property address (if known): 11294 N Litchfield Rd. Surprise AZ 85379

Property location: West side of Litchfield Rd. 1/2 mile south of Cactus Rd.

Parcel numbers(s): 501-39-024R Size in acres: 8.1 acres Lot range:

Subdivision name: N/A

Current zoning: RR/R1-43 Related case(s):

Applicant Information:

Name: Bola Tie LLC c/o Peak Group LLC Contact: George Quinif

Address: 5080 N. 40th St. # 205

City: Phoenix State: AZ ZIP: 85018

Phone: 602-952-0123 Fax: 602-952-2033 E-mail: quinif@peakaz.com

Property owner information:

Name: Bola Tie LLC Contact: Peter Smith

Address: 14302 N 87th St. STE 104

City: Scottsdale State: AZ ZIP: 85260

Phone: Fax: E-mail: peter.d.smith@intel.com

Property owner and applicant authorization:

I (property owner) Peter Smith - Manager do hereby authorize (applicant/agent) George Quinif - Peak Group to file this application on all matters relating to this request with the City of Surprise. Additionally, I understand that any verbal or written communications on said application to other members of the development team is my responsibility. I request that all communications regarding this application be provided to the applicant.

Property owner signature: Peter D Smith Date: 10/21/15

BOLA TIE LLC – Also known as the Smith Property

8.1 acres at 11294 N Litchfield Road, APN 501-39-024R

PROJECT OVERVIEW:

Bola Tie LLC, Peter Smith & Margene Finamore, respectfully request a rezone of the approximately 8.1 acres on the west side of Litchfield Rd. ½ mile south of Cactus Rd. in Surprise, Arizona, Maricopa Assessor's Parcel Number 501-39-024R. (Exhibit A)

The subject 8.1 acre parcel is currently zoned Rural Residential (RR/R1-43). The property is located beneath the Luke Air Force Base (AFB) 65 Day-Night Average Sound Level (Ldn) noise contour. This designation does not allow for residential uses in this area.

The applicant is the current owner. The property has been owned by the Smith family over 40 years. The subject parcel was excluded from previous sales and rezoning because it was the original homestead for the Smith and Finamore predecessors.

EXISTING SITE CONDITIONS:

The site is primarily vacant land with a single metal structure used for storage of farm equipment. The parcel is currently partially fenced.

The 8.1 acres site is approximately 275 feet wide by 1275 feet deep. The narrow and deep configuration could limit desirability and create development challenges.

Utilities are available to the site. These include water along the west side of Litchfield Road, sewer along the east side. Electricity and Natural Gas are readily available.

SURROUNDING LAND USES:

North – Vacant Land part of Kenly Farms II – Zoned non-residential PAD.

Southwest – Vacant Land part of Kenly Farms II – Zoned non-residential PAD.

Southeast – Vacant land – Zoned Rural Residential (RR/R1-43) – Currently owned by a church organization that has abandoned plans to build a worship facility and is considering selling the site.

East – zoned Public Facility (PF) - City of Surprise Special Planning Area (SPA) one (1) Wastewater Treatment Facility.

West – Vacant Land part of Kenly Farms II – Zoned non-residential PAD.

The subject site is surrounded on three sides by the Kenly Farms II property that is zoned Non-residential PAD. The PAD allows uses consistent with C-2, C-3, BP, and I-1 as defined in the City of Surprise Ordinance number 03-20 (Exhibit B).

EXISTING AND PROPOSED ZONING:

The current zoning is Rural Residential (RR/R1-43). The site is located beneath the 65 Ldn Luke flight contours. Arizona State law (ARS 28-81) prohibits residential use under the Luke AFB noise contours. The proposed rezoning to Business Park (BP) zoning would make this a more desirable development site while maintaining consistency with the surrounding zoning. (Existing and proposed zoning are shown on Exhibits C and D)

Identified as a gateway and a designated growth area, architectural and landscape elements would be designed to enhance this significant entry designation.

Dimensional requirements will meet the City of Surprise Zoning Code in place of time of design and construction.

The applicant requests the subject property described in Exhibit A be rezoned from Rural Residential (RR/R1-43) (Single Family Residential) to Business Park (BP) with all permitted and conditional uses allowed as defined in the City of Surprise Municipal Code. All uses must also be deemed compatible with military operations of the Luke Air Force Base defined in Arizona Revised Statutes ARS 28-8481(K).

GENERAL PLAN CONFORMITY:

The subject parcel is designated as "Commerce & Office" as defined in the General Plan 2035. The zoning designation of Business Park (BP) is an allowed use in this designation. (Exhibit E)

PURPOSE OF REQUEST:

Residential uses are not allowed on the subject parcel yet it is still zoned Rural Residential (RR/R1-43). The owners desire to rezone the property enabling the property to be developed in harmony with the surrounding parcels. The owner has no immediate plans to develop the site. Once rezoned, the property will be marketed for appropriate uses.

[illegible]

Exhibit B

ORDINANCE NO. 03-20

AN ORDINANCE APPROVING THE REZONING RZ03-173, CONSISTING OF CHANGING THE ZONING OF APPROXIMATELY 105.69 ACRES FROM R1-43 TO PLANNED AREA DEVELOPMENT TO INCLUDE THE USES DESCRIBED IN ARS §28-8481(K) AND ALL OTHER USES DEEMED COMPATIBLE WITH MILITARY OPERATIONS BY THE CITY OF SURPRISE AND LUKE AIR FORCE BASE. THE SUBJECT SITE IS LOCATED SOUTH OF CACTUS ROAD, WEST OF LITCHFIELD ROAD.

WHEREAS, this Ordinance has been properly noticed for public hearing and the necessary hearings and opportunity for public input have been completed; and

WHEREAS, changes have occurred in the vicinity of Section 21, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, which require that the zoning of a parcel of land in that area be changed; and

WHEREAS, rezoning of the subject property will not cause traffic congestion or depreciate surrounding property values and, at the same time is in harmony with the purposes and intent of the zoning ordinance, the plan for the area, and the Surprise General Plan 2020; and

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Surprise, Arizona, that:

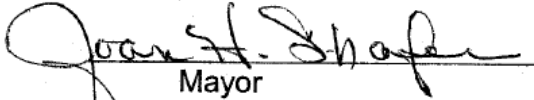
Section 1. This Ordinance is not of a general and permanent nature and shall not be codified.

Section 2. The property described in Exhibit A is rezoned from R1-43 (Single Family Residential) to Planned Area Development (PAD) zone with the uses described in Exhibit B, and all other uses deemed compatible with military operations by the City of Surprise and Luke Air Force Base. The uses listed in Exhibit B are compatible with Arizona Revised Statutes §28-8481(K), and are consistent with those permitted in Commercial (2), Commercial (3), Business Park and Industrial (1) zones (per Title 17 of the Surprise Municipal Code).

Section 3. All present and future owners of the property described on Exhibit A shall develop the property only in accordance with the requirements of this Ordinance and the stipulations contained in Exhibit C.

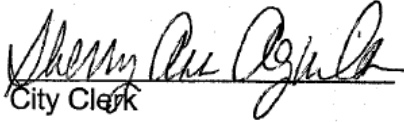
Section 4. This Ordinance shall become effective thirty-one (31) days after formal passage by the council.

PASSED AND ADOPTED THIS 24 day of July, 2003


Mayor

ATTEST:

APPROVED AS TO FORM:


City Clerk


City Attorney

YEAS: Mayor Shafer, Vice-Mayor Cox, Council Members; Allen,
Arismendez, Bails, & Sullivan. (Excused-Vukanovich)

NEAS: _____

LEGAL DESCRIPTION

PART OF THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF SECTION 21;

THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS EAST, 2529.33 FEET;

THENCE NORTH 89 DEGREES 36 MINUTES 19 SECONDS WEST, 1309.76 FEET;

THENCE SOUTH 00 DEGREES 34 MINUTES 48 SECONDS EAST, 278.38 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 07 SECONDS EAST, 771.96 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 518.71 FEET;

THENCE NORTH 89 DEGREES 20 MINUTES 46 SECONDS WEST, 2107.82 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 31 SECONDS WEST, 3332.49 FEET,

THENCE SOUTH 89 DEGREES 13 MINUTES 22 SECONDS EAST, 2640.91 TO THE TRUE POINT OF BEGINNING.

CONTAINING 187.27 ACRES OF LAND, MORE OR LESS.

EXCEPT 33 FEET THEREOF FOR ROAD PURPOSES ALONG THE NORTH AND EAST LINES OF SECTION 21;

AND EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 21 FROM WHICH THE CENTER QUARTER CORNER OF SECTION 21 BEARS SOUTH 00°01'20" EAST, A DISTANCE OF 2639.72 FEET;

THENCE SOUTH 00°01'20" EAST ALONG AND WITH THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 21, A DISTANCE OF 33.00 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID SECTION LINE SOUTH 89°13'22" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF CACTUS ROAD, A DISTANCE OF 1840.20 FEET;

LEGAL DESCRIPTION

THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 00°00'59" WEST, A DISTANCE OF 839.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 530.00 FEET, THE CENTER WHICH BEARS NORTH 06°36'13" EAST;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°49'02", A DISTANCE OF 72.31 FEET;

THENCE NORTH 75°34'45" WEST, A DISTANCE OF 83.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 12.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°33'20", A DISTANCE OF 17.92 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 530.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°01'17", A DISTANCE OF 46.45 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 1782.70 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°21'03", A DISTANCE OF 664.31 FEET;

THENCE SOUTH 46°34'56" WEST, A DISTANCE OF 83.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1782.70 FEET, THE CENTER WHICH BEARS NORTH 42°04'22" WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°58'29", A DISTANCE OF 434.81 FEET;

THENCE SOUTH 63°05'02" WEST, A DISTANCE OF 73.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1782.70 FEET, THE CENTER WHICH BEARS NORTH 25°44'03" WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°42'59", A DISTANCE OF 520.11 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 12.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°03'06", A DISTANCE OF 7.55 FEET;

THENCE NORTH 45°04'10" WEST, A DISTANCE OF 106.25 FEET;

LEGAL DESCRIPTION

THENCE SOUTH $89^{\circ}58'40''$ WEST, A DISTANCE OF 223.31 FEET TO A POINT ON THE AFORESAID NORTH-SOUTH MID-SECTION LINE;

THENCE NORTH $00^{\circ}01'20''$ WEST ALONG AND WITH SAID MID-SECTION LINE A DISTANCE OF 1848.48 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 65.24 ACRES OF LAND, MORE OR LESS.

AND EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21 FROM WHICH THE EAST QUARTER CORNER BEARS SOUTH $00^{\circ}00'59''$ WEST 2635.01 FEET;

THENCE SOUTH $00^{\circ}00'59''$ WEST ALONG AND WITH THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 32.56 FEET;

THENCE SOUTH $89^{\circ}59'01''$ EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LITCHFIELD ROAD AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH $00^{\circ}00'59''$ WEST, ALONG AND WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 782.07 FEET;

THENCE DEPARTING AFORESAID RIGHT-OF-WAY LINE NORTH $89^{\circ}13'22''$ WEST, A DISTANCE OF 717.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 470.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $06^{\circ}40'18''$, A DISTANCE OF 54.73 FEET;

THENCE NORTH $00^{\circ}00'59''$ EAST, A DISTANCE OF 778.89 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CACTUS ROAD;

THENCE SOUTH $89^{\circ}13'22''$ EAST ALONG AND WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 772.07 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 13.86 ACRES OF LAND, MORE OR LESS.

TABLE OF COMPATIBLE USES FOR KENLY FARMS, PHASE II PAD

Transportation, communications, and utilities

Highway and street right-of-way	Communications (noise sensitive)
Motor vehicle parking	Utilities
Other transportation, communications and utilities	

Commercial/retail trade

Wholesale trade	Apparel and accessories-retail
Building materials-retail	Eating and drinking places
General merchandise-retail	Furniture and home furnishings-retail
Food-retail	Other retail trade
Automotive and marine	

Personal and business services

Finance, insurance and real estate	Contract construction services
Personal services	Indoor recreation services
Business services	Other services
Repair services	

Industrial/manufacturing

Food and kindred products	Stone, clay and glass products
Textile mill products	Furniture and fixtures
Apparel	Paper and allied products
Printing and publishing	Fabricated metal products
Professional, scientific and controlling instruments	Miscellaneous manufacturing

Public and quasi-public services

Government services	Nonprofit organizations
Cultural activities, including churches	Cemeteries
Medical and other health services	Other public and quasi-public services

Outdoor recreation

Playgrounds and neighborhood parks	Water based recreational areas
Community and regional	Auditoriums and concert halls
Nature exhibits	Golf courses
Other outdoor recreation	

Resource production, extraction, and open space

Agriculture (except livestock)	Forestry activities
Fishing activities and related services	Permanent open space

RECOMMENDATIONS: (RZ03-173)

Subject request is consistent with the Surprise General Plan 2020 and the approved Kenly Farms rezone. Approval of this request would allow for efficient and orderly development. Staff recommends that the Planning and Zoning Commission recommend approval of Rezone for Kenly Farms II (RZ03-173), subject to the following stipulations:

STANDARD STIPULATIONS:

- a) Major changes to this P.A.D. with regard to use and intensity, must be processed as a revised application with approval by the City Council upon recommendation of the Planning and Zoning Commission. Minor changes to this P.A.D. may be administratively approved by the City Manager and the Community Development Director.
-

REPORT TO THE PLANNING AND ZONING COMMISSION AND THE CITY COUNCIL

PREPARED BY THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CASE NO.: RZ03-173

(Kenly Farms II, Rezone)

STIPULATIONS: a

PREPARED BY: Scott Phillips, 623.875.4318

Planning & Zoning Commission Hearing Date:

July 8, 2003

City Council Hearing Date:

July 10, 2003

APPLICANT:

City of Surprise

OWNER:

Western Rose Growers
8643 N. 14th Avenue
Phoenix, AZ 85021

REQUEST:

Approval of a Rezone from R1-43 to PAD
(employment)

SITE LOCATION:

Subject site is located south of Cactus Road, west of Litchfield Road and east of Bullard Avenue. It is located in the south east portion of Section 21, Township 3 North, Range 1 West, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SITE SIZE:

105.69 gross acres

CONFORMANCE TO ADOPTED LAND USE PLANS:

GENERAL PLAN:

If approved, this request would comply with the General Plan 2020 and the corresponding General Plan Land Use Map.

COMMENTING JURISDICTIONS:

Town of Buckeye:

No comments were received.

City of El Mirage:

No comments were received.

City of Peoria:

No comments were received.

Maricopa County:

No comments were received.

Dysart Unified School District:
Maricopa Water District:
Luke Air Force Base:

No comments were received.
No comments were received.
No comments were received.

DEPARTMENTAL REVIEW:

The **Engineering Department** has reviewed this application and has no additional comments.

The **Fire Department** has reviewed this application and no additional comments..

The **Public Works Department** has reviewed this application and has no additional comments.

The **Water Services Department** has reviewed this application and has no additional comments.

STAFF RECOMMENDATION:

Staff **recommends** that the Planning and Zoning Commission recommend **approval** of Kenly Farms II Rezone, (RZ03-173), subject to the stipulations listed under "Recommendations."

EXISTING AND SURROUNDING ZONING:

- | | | |
|----|----------|------------------------------|
| 1. | ON-SITE: | R1-43 |
| | NORTH: | R1-8 and C-2 (Kenly Farms I) |
| | EAST: | I-1 (City of Surprise) |
| | SOUTH: | R1-43 (Mountain Gate) |
| | WEST: | PAD (Mountain Gate) |

EXISTING AND SURROUNDING LAND USE:

- | | | |
|----|----------|-------------------------|
| 2. | ON-SITE: | Agriculture/Vacant Land |
| | NORTH: | Agriculture/Vacant Land |
| | EAST: | Vacant Land |
| | SOUTH: | Agriculture/Vacant Land |
| | WEST: | Agriculture/Vacant Land |

ADJACENT ROAD STATUS:

3.

Street Name	Right-of-	Pavement	Landscaping	# of Lanes in	Sidewalks
-------------	-----------	----------	-------------	---------------	-----------

	Way	Width		each direction	
Cactus Road	110 feet	30 feet	None	1lane	6' required
Litchfield Road	110 feet	30 feet	None	1 lane	6' required

EXISTING UTILITIES AND SERVICES STATUS:

4. **WATER** City of Surprise
5. **SEWER** City of Surprise
6. **FIRE PROTECTION** The Surprise Fire Department currently has fire stations located at: 15616 North Hollyhock Street, 18600 N. Reems Road, and a temporary station located at 22443 N. 163rd Avenue.
7. **POLICE PROTECTION** The Surprise Police Department currently has a station located at 12425 W. Bell Road and a substation located at 18600 Reems Road.

PLAN ANALYSIS:

PROPOSAL

8. The City Council has initiated a rezone of the Kenly Farms II piece in order to bring the property into compliance with the General Plan 2020.
9. The City is moving forward with a rezone to change the zoning of the property from a R1-43 zone (Single Family Residential) to a P.A.D. zone to include the uses described in ARS 28-8481(K) and all other uses deemed compatible with military operations by the City of Surprise and Luke Air Force Base. Those uses are found within the C-2, C-3, BP and I-1 zones, as described in Title 17 of the Municipal Code.
10. The property described in Exhibit A is rezoned from R1-43 (Single Family Residential) to Planned Area Development (P.A.D.) zone with the uses described in Exhibit B, and all other uses deemed compatible with military operations by the City of Surprise and Luke Air Force Base. The uses listed in Exhibit B are consistent with those permitted in C-2, C-3, BP and I-1 zones (per Title 17 of the Surprise Municipal Code), as well as those used deemed compatible in ARS 28-8481(K).

EXISTING CONDITIONS

11. The subject site has been farmed and is currently used for agricultural purposes.

12. This property is almost entirely flat with exception of a very gentle slope to the southeast of the property. The applicant has provided the required storm water retention areas within the project. The Engineering Department has reviewed the preliminary drainage information for the proposed project

KENLY FARMS DESIGN ELEMENTS

13. Any site plan for the site will be required to meet the criteria as set forth in the Planning and Design Guidelines Manual or any subsequent requirements as approved by the City of Surprise.

PHASING

14. No phasing plan is proposed at this time.

NOISE

15. This property is located within the noise contours of the 1988 JLUS (Joint Land Use Study) as recognized by the City of Surprise. Therefore, this property is subject to overflights from Luke Air Force Base and appropriate noise attenuation will be required in any construction.

CONCLUSION:

16. This property is proposed to be rezoned in order to protect the public health, safety and welfare. Additionally, the property is in compliance with the City of Surprise General Plan 2020.



**CITY OF SURPRISE
COUNCIL AGENDA ACTION FORM**

#10

Meeting Type: Regular Meeting **Time Scheduled:** July 24, 2003 7:00 PM
If Special submit date _____ time _____

Submitting Department: CEDD **Contact Person:** Phil Testa

Consent ☒ **Regular** ☐ **Requesting Action** ☒ **Report Only** ☐

Type of Document Needing Approval (Check all that apply):

☐ Public Hearing	☐ Resolution	☐ First Reading/Ordinance
☐ Agreement	☐ Emergency Clause	☒ Final Reading/Ordinance
☐ Special Consideration	☐ Grant	☐ Intergovernmental Agreement
☐ Acceptance	☐ Submission	☐ Liquor/Bingo License Application

Council Priority (Check Appropriate Areas):

☐ Education	☐ Public Fitness	☐ Neighborhood Revitalization
☐ Job Creation	☐ Quality Service Delivery	☐ Employment Infrastructure
☒ Public Safety	☐ Housing Rehabilitation	☐ Work Force Preparation
☐ Transportation	☐ Human Service Needs	☐ Parks, Recreation & Library
☐ City Elections	☐ Community Activities	☒ Community Growth

Regular Agenda Wording: Discussion, consideration and action to approve Ordinance No. 03-20;
An Ordinance approving the rezoning RZ03-173, consisting of changing the zoning of approximately 105.69 acres from R1-43 to Planned Area Development to include the uses described in ARS §28-8481(k) and all other uses deemed compatible with military operations by the City of Surprise and Luke Air Force Base. The subject site is located south of Cactus Road, west of Litchfield Road.

Staff Recommendation: Approve Fiscal Impact: Yes If yes: Budget code: Additional new development will have long term financial implications for the City of Surprise.
Available:

Background Info: The Planning and Zoning Commission recommended approval on application RZ03-178, a rezone from R1-43 to PAD, on July, 8 2003.

List Attachments as Follows: Ordinance/Staff Report/Supporting Documentation.

Signatures of Submitting Officers (Sign Legibly):

Phil Testa

Department Head

Supervisor

Budget Authorization

[Signature]

Legal Review

[Signature]

City Manager/Designee

Distribution After Council Action: Council Action:

<i>Shelley H.</i>	Motion/Second	_____
<i>agenda file</i>	Shafer	_____
_____	Vukanovich	_____
_____	Arismendez	_____
_____	Cox	<u>5</u>
_____	Sullivan	_____

Results:

For	<u>6</u>
Against	<u>0</u>
Passed	☒
Failed	_____
Deny	_____
Continue	_____

**CITY OF SURPRISE
COUNCIL AGENDA ACTION FORM**

Bails

M

Tabled

Allen

Absent

Other

1

(Vukanovich)

City Clerk: Originals Rosa

Sent Nex & DNS

HP LaserJet 3100
Printer/Fax/Copier/Scanner

SEND CONFIRMATION REPORT for
City Clerk's Office
6235833396
Aug-4-03 12:48PM

Job	Start Time	Usage	Phone Number or ID	Type	Pages	Mode	Status
775	8/ 4 12:42PM	0'00"	96238762589	Send	0		Remote Fax was Busy
775	8/ 4 12:46PM	1'59"	623 876 2589	Send	8/ 8	EC144	Completed

Total 1'59" Pages Sent: 8 Pages Printed: 0



SURPRISE
ARIZONA

Facsimile Transmittal - City Clerk's Office

To: Janet Gersler Fax: 623-876-2589
Attention: Daily News-Sun Phones: 623-876-2547
From: Rosa Herrera, Deputy Clerk Phones: 623-875-4213
Date: 08/04/03 Pages: 8
Re: Publication of Ordinance No. 09-20
☒ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Other

Please publish the above-mentioned ordinance on the following four (4) dates:

Thursday	08/07/03
Friday	08/08/03
Monday	08/11/03
Tuesday	08/12/03

Please call me to confirm receipt.

Thank you.

13425 W. Bell Road, Suite D-100, Surprise, AZ 85374, Fax (623) 583-3396

HP LaserJet 3100
Printer/Fax/Copier/Scanner

SEND CONFIRMATION REPORT for
City Clerk's Office
6235833396
Aug-4-03 1:26PM

Job	Start Time	Usage	Phone Number or ID	Type	Pages	Mode	Status
776	8/ 4 1:12PM	14'16"	206 343 3038	Send.....	26/26	EC 96	Completed.....
Total		14'16"	Pages Sent: 26	Pages Printed: 0			



SURPRISE
ARIZONA

Facsimile Transmittal – City Clerk's Office

To: Dave Holtzsch Fax: 1-425-460-6822
Attention: Matthew Bender & Co., Inc. Phones: 1-866-501-5155
From: Rosa Herrera, Deputy Clerk Phones: 623-875-4213
Date: 08/04/03 Pages: 26
RE: Ordinance Nos. 03-05, 03-11, 03-17, 03-18, 03-20

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Other

Attached is a copy of the above-mentioned ordinance:

Ord. #	# of pages
03-05	8
03-11	5
03-17	3
03-18	2
03-20	7

Status report as follows:

Ord. #	Description	Status
02-17	Theatres as Conditional Use	Pending
02-35	Noise Section of the Code	Pending
02-44	Amending Animal Control Section – SMC	Pending
03-02	Zoning Text Amendment – Setbacks	Pending
03-03	Appointments of certain Dept. Heads	Pending
03-19	Changing Vice Mayor term	Pending
03-21	Rezzone – Sierra Verde	Pending

If you have any questions, please call me at 623-875-4213. Thank you.

12426 W. Bell Road, Suite D-180, Surprise, AZ 85374, Fax (623) 583-3396

Exhibit C

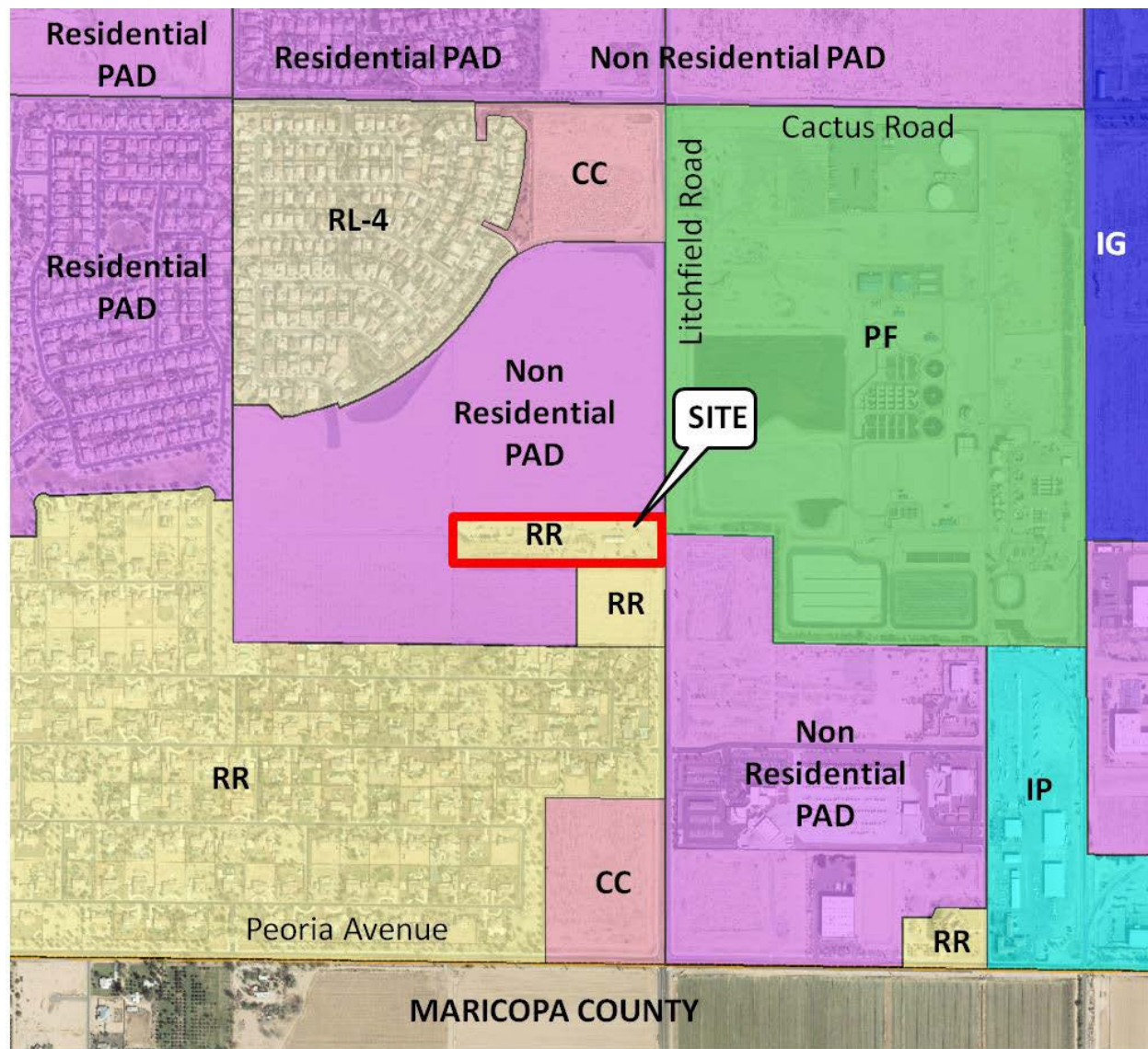


Exhibit D

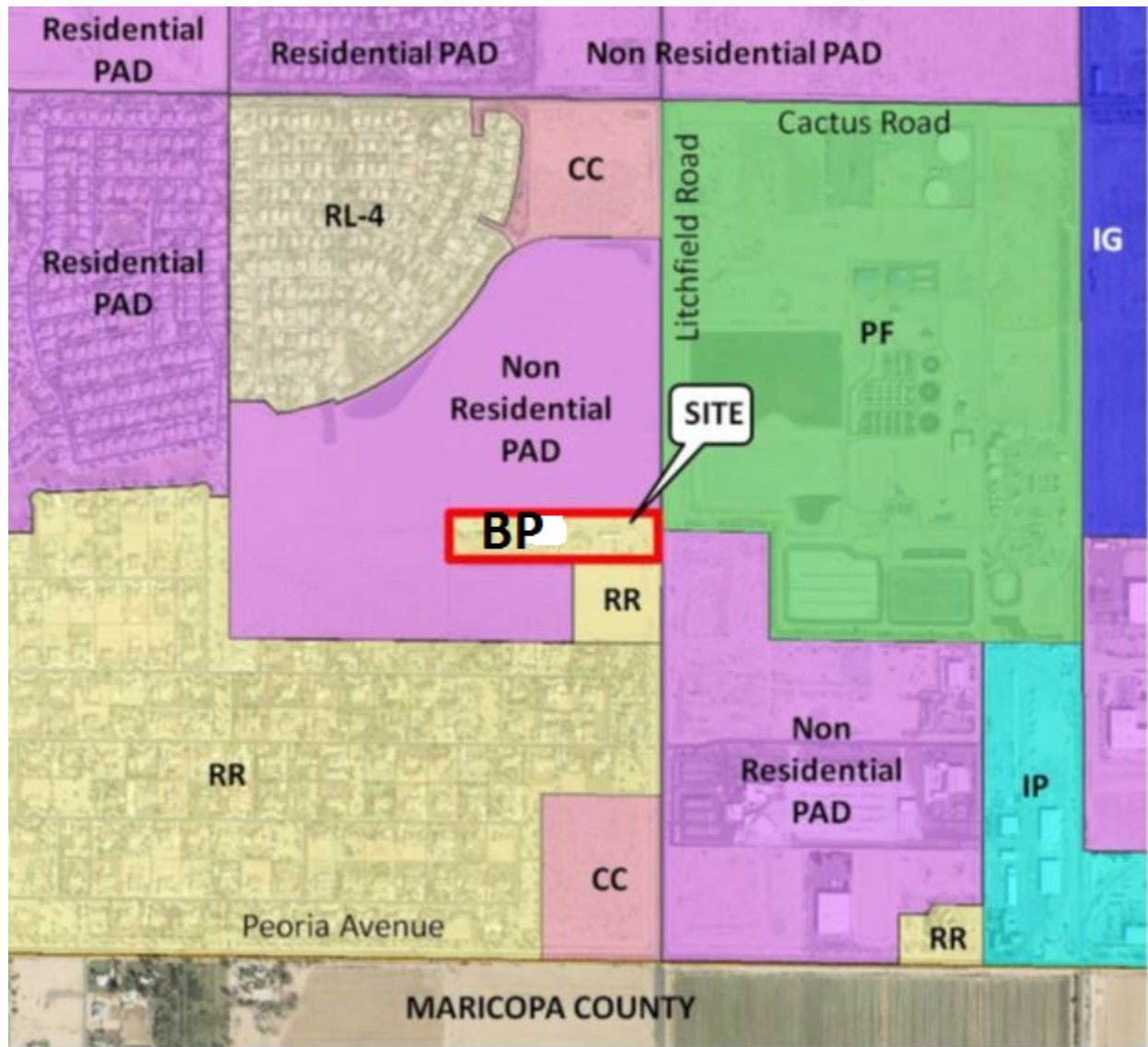
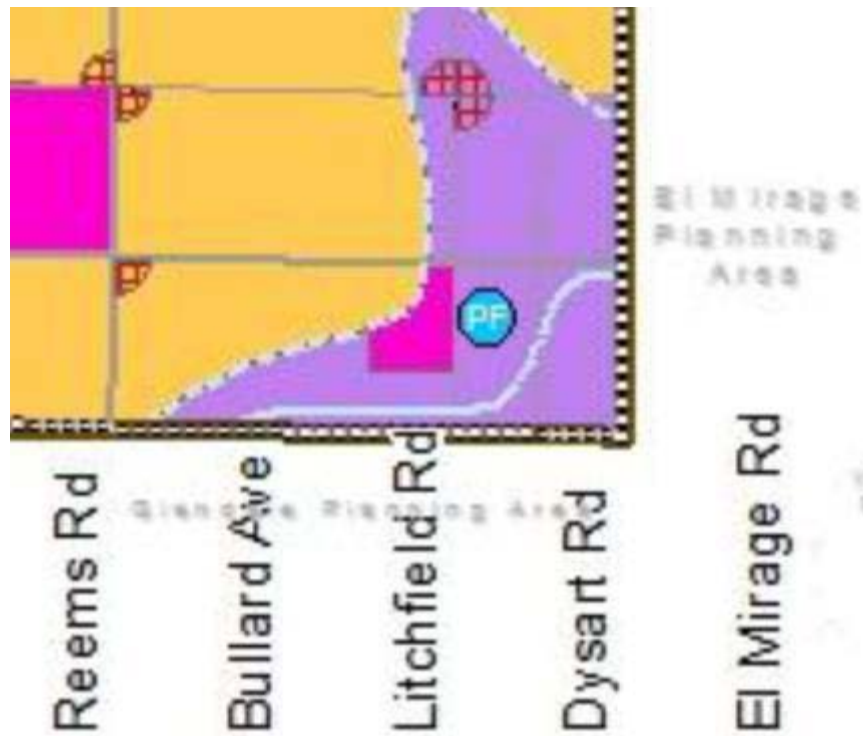


Exhibit E



Character Areas

- Neighborhood
 - Rural
 - Suburban
 - Urban
- Commerce & Office
 - Mixed Use: Residential
 - Mixed Use: Commercial
 - Regional Commercial
 - Commercial Office
- Employment
 - Business Park
 - Industrial
- Open Space

Exhibit F

EXHIBIT A BOLA TIE 8.1 ACRES

LEGAL DESCRIPTION

THAT PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, WHICH IS THE NORTHEAST CORNER OF PARCEL ONE OF THE GIFT DEED DATED MAY 24, 1994, AND RECORDED IN DOCUMENT 94-0419715, HEREIN REFERRED TO AS "PARCEL ONE OF THE GIFT DEED";

THENCE SOUTH 00°06'00" EAST (BASIS OF BEARINGS), 2529.33 FEET (SOUTH 00°06'00" EAST, 2529.94 FEET MEASURED), ALONG THE EAST LINE OF SECTION 21, TO THE SOUTHEAST CORNER OF PARCEL ONE OF THE GIFT DEED, ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°06'00" EAST, 105.11 FEET, ALONG THE EAST LINE OF SECTION 21, TO THE EAST QUARTER CORNER OF SECTION 21;

THENCE SOUTH 00°00'00" EAST, 169.89 FEET (SOUTH 00°06'12" EAST, 169.89 FEET MEASURED), ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 21, TO THE NORTHEAST CORNER OF PARCEL TWO OF THE GIFT DEED DATED MAY 24, 1994, AND RECORDED IN DOCUMENT 94-0419715, HEREIN REFERRED TO AS "PARCEL 2 OF THE GIFT DEED";

THENCE NORTH 89°45'07" WEST, 1307.11 FEET (NORTH 89°51'21" WEST, 1307.23 FEET MEASURED), A LONG SAID NORTH LINE OF PARCEL 2 OF THE GIFT DEED TO THE NORTHWEST CORNER OF PARCEL 2 OF THE GIFT DEED;

THENCE NORTH 00°34'48" WEST, 278.38 FEET (NORTH 00°36'36" WEST, 278.36 FEET MEASURED), TO THE SOUTHWEST CORNER OF PARCEL 1 OF THE GIFT DEED;

THENCE SOUTH 89°36'19" EAST, 1309.76 FEET (SOUTH 89°42'30" EAST, 1276.76 FEET MEASURED), ALONG THE SOUTH LINE OF PARCEL 1 OF THE GIFT DEED TO THE TRUE POINT OF BEGINNING.

CONTAINS 352,927 SQUARE FEET OR 8.10 ACRES, MORE OR LESS.



EXPIRES: 09/30/2012

ORDINANCE # 2016-33

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE OF 8.1 ACRES KNOWN AS BOLA TIE FROM RURAL RESIDENTIAL TO BUSINESS PARK GENERALLY LOCATED ON THE WEST SIDE OF LITCHFIELD ROAD APPROXIMATELY 2,500 FEET NORTH OF PEORIA AVENUE.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located on the west side of Litchfield Road approximately 2,500 feet north of Peoria Avenue;

WHEREAS, the subject site is currently zoned Rural Residential (RR);

WHEREAS, any use of the subject site requires modification of the applicable zoning designation;

WHEREAS, all uses must be deemed compatible with military operations of the Luke Air Force Base as defined in Arizona Revised Statutes ARS 28-8481(K);

WHEREAS, the proposed Rezone to Business Park (BP) satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, this Rezone is in harmony with the purposes and intent of the Zoning Ordinance and the Surprise General Plan; and

WHEREAS, on November 3, 2016, the Planning and Zoning Commission recommended approval of the Bola Tie Rezone.

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

Section 1. The parcel legally described on Exhibit A and depicted on Exhibit B, known as "Bola Tie 8.1 Acres" is rezoned from Rural Residential (RR) to Business Park (BP) subject to the following stipulations:

- A. Development and use of the site shall be in conformance with the project narrative entitled "Bola Tie, LLC" consisting of 26 pages dated September 15, 2016 and stamped received October 20, 2016.

- B. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.
- C. The Property owner and successors waive claim for diminution of in value if the City takes action to rescind approval of this zone change request due to non-compliance with the stipulations of approval.

Section 2. No Codification. This Ordinance is not of a general nature and shall not be codified.

Section 3. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. Effective Date. This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A BOLA TIE 8.1 ACRES

LEGAL DESCRIPTION

THAT PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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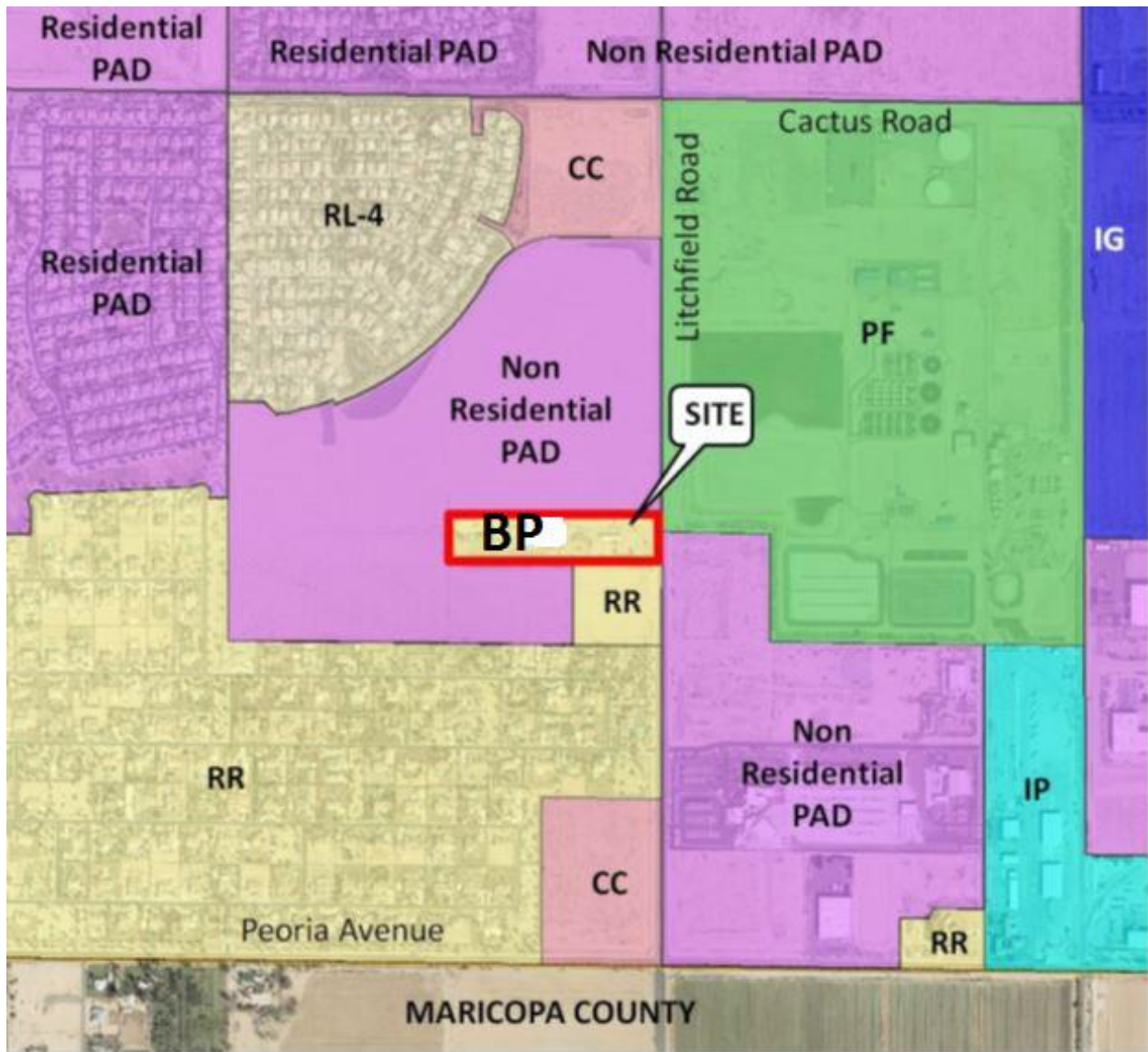
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CONTAINS 352,927 SQUARE FEET OR 8.10 ACRES, MORE OR LESS.



EXPIRES: 09/30/2012

EXHIBIT B – DEPICTION OF THE PROPERTY TO BE RE-ZONED





PEAK
GROUP, LLC
Real Estate Services

VIA EMAIL

September 21, 2016

Hobart Wingard
Planner II
City of Surprise

Re: RE: FS16-350 - Bola Tie LLC - Smith Property - 8.1 acres Bola Tie LLC
West side of Litchfield Rd.

Dear Hobart:

In accordance with the City's requirements for processing a rezoning application Peak Group LLC held a Public Meeting to present the requested zoning case. The City of Surprise issued a letter inviting the surrounding property owners within 500' to attend a Neighborhood Meeting. The meeting occurred on Monday September 19, 2016 at the Rancho Gabriella Elementary School library, which began at 6:00PM and we closed the library a little before at 8:00 PM. The format was an open house where we could meet with individuals or small groups. A quick presentation was given with questions and answers received from the participants. I am pleased to report that we had fourteen (14) attendees (copy of sign in sheet is attached). Hobart Wingard, Planner and Councilman Todd Tande also attended.

The reason given for the zoning request was because the property is non-conforming, zoned residential but in the Luke AFB so has to be other than residential. No user is currently in place. The zoning will allow the owners to sell the property.

We discussed the existing and proposed zoning, surrounding land uses, and a very general development description that could include the allowed uses in Business Park: commercial, office, multi-tenant business park, and light industrial. Our presentation emphasized the intent to obtain the Business Park zoning with an understanding that there would be subsequent applications for site plan review for individual projects.

Exhibits presented were: 1. an aerial picture highlighting the subject parcel also identifying the adjacent vacant land and 2. a copy of the land use matrix with the Business Park BP uses highlighted. I handed out my business cards.

Mr. Wingard also provided a copy of the General Plan and the Luke AFB noise contour lines. He also handed out business cards. Mr Wingard also fielded questions.

5080 North 40th Street, Suite 205 • Phoenix, AZ 85018

Tel: 602-952-0123 • Fax: 602-957-2033 • e-mail: quinif@peakaz.com • www.peakaz.com

- Initial questions were asking about allowed uses on the subject. The matrix was presented and reviewed. I did not receive any negative responses concerning the subject parcel.
- Primary concern from the participants at the meeting concerned the potential uses/issues on the KENLY FARMS property surrounding the subject parcel. They were informed by me the Kenly property is already zoned and not a part of this application. A long discussion followed on ability to limit the uses on the Kenly property. My comment was it is already zoned for commercial and industrial. I also commented any concern needs to be addressed to the City of Surprise.
- Comments were made that since the General Plan was newly adopted the requested zoning on the subject parcel would be more restrictive than that of the surrounding Kenly parcel.
- Comments were also made by Mr. Wingard and Mr. Tande that the General Plan was changed for this area to help protect the surrounding property owners from potentially undesirable uses on the Kenly parcel- I refrained from commenting on this point.

I believe this is a fair representation of the items presented, questions from the attendees, and our responses. We informed them that the property would be posted with dates for the public hearings, and if there were any questions that they may call or send an e-mail to me or Mr. Wingard. If you should have any questions about this event, please call.

Sincerely



George Quinif, Peak Group LLC

Name	Address	Phone	Email	Comments
Todd Tande	City Council		Todd.Tande@SURPRISEAZ.GOV	
Richard Houser	Surprise Cycling Club		mclrich1938@gmail.com	
Rose Marie Davis	14506 W. Becker Ln Surprise		ramblinrose527.com	
Laura Reith	14350 Wicholla St		Surprise AZ 6027089059 LREITH@COX.NET	
Tony Couch	14326 W CHALAST		SURPRISE AZ 480-263-2618 tony@tccnetworkplace.com	
Jack Gentry	14225 W. SIERRA ST.		SURPRISE AZ 6 JGENT13@yahoo.com	
Jack Wolinski	14290 W. HOPPE DR		SURPRISE AZ jwolinski@concert.net	
Anita Bauman	14201 W DESERT COVE RD		ANAVITA@LIVE.COM SURPRISE	
John & Rachel Heimann	14550 W. Becker		John14550@gmail.com	
Rev E Julie Mridh	14529 Carter W St		unitedeffemsnw.com	

BOLA TIE 8.1 ACRES

[illegible]

PUBLIC ENGAGEMENT FORM

PROJECT TITLE: Bola Tie, LLC Rezone, FS16-350

OVERALL PUBLIC INVOLVEMENT LEVEL:

The proposed rezone has been notified in the local newspaper, by mail to all property owners within 300 feet of the property and by signs placed upon the site. Residents will be able to provide input at the Citizen Review meeting, the Planning and Zoning meeting, and the City Council meeting.

IDENTIFY STAKEHOLDERS:

Stakeholders for the proposed rezone include the residential subdivision to the south, the surrounding employment PAD, an adjacent church property zoned as residential, and the public at-large.

OBJECTIVES:

The purpose of this rezone is to take a currently Rural Residential (RR) zoned parcel and rezone it to Business Park (BP) Zoning. Because of the location of the lot beneath the Luke 65 dln Luke noise contours, a residence could not be built upon the parcel.

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) - Monday September 19, 2016 from 6:00 PM to 8:00PM

Future Council Work Session/Meetings target dates - December 6, 2016

Election dates (if applicable) - Not Applicable

Project start/completion dates - No development plans currently under review

Communication Tools and Technique options: (which do you plan to use?)

- ☐ Press releases
- ☒ Public meetings (video/photos, poster boards, fact sheet(s) *do you need Spanish version?)
- ☒ Presentations to boards and commissions, other interested community partners/stakeholders
- ☐ Third-party consultant/moderator (pending budget)
- ☐ Survey (online/paper/both?)
- ☐ Social media
- ☐ Surprise 11
- ☐ Notify Me email/ Council newsletters (opt-in audience)
- ☒ Paid advertising (pending budget)
- ☐ Surprise Progress (mailed quarterly and tied to print deadlines)
- ☐ Booth at city events
- ☒ Paid mailings (pending budget)
- ☐ Creation of a subcommittee/task force
- ☐ Youth/adult activities, registration, or orientation (HOA Academy)
- ☐ Website updates



BOLA TIE REZONE

COMMUNITY DEVELOPMENT – DECEMBER 6, 2016

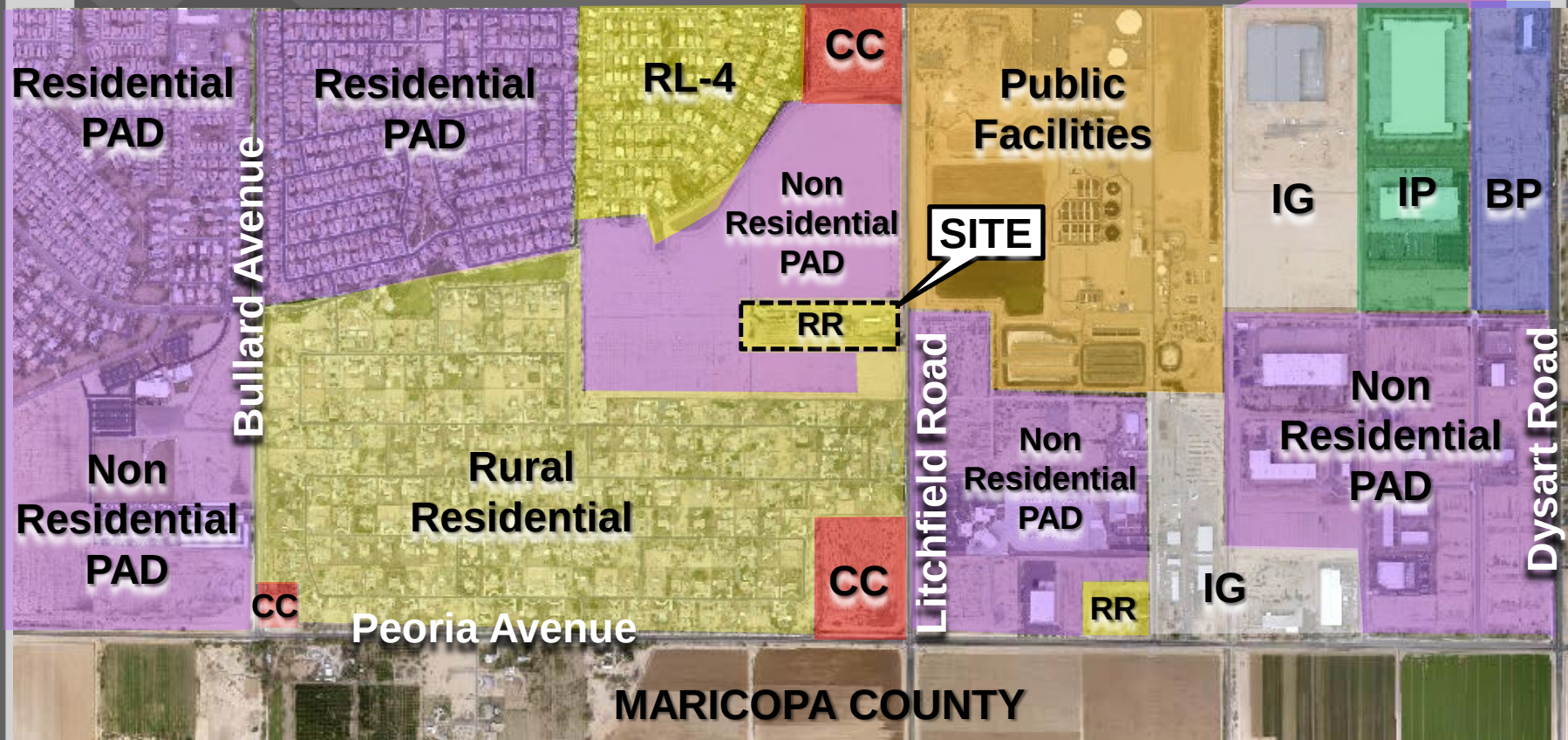
LOCATION MAP



LOCATION MAP



ADJACENT ZONING







SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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

Council Meeting Date:	December 6, 2016	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of inter-fund cash transfers and loans for FY2016; Resolution # 2016-121.

Motion:

I move to approve Resolution # 2016-121.

Background:

This item seeks approval of the FY2016 inter-fund cash transfers and loans, in compliance with the Comprehensive Financial Management Policies. It is necessary as a part of finalizing the FY2016 financial audit. Inter-fund cash transfers and loans do not represent an outflow of funds from the city, but rather a reallocation of funds within the city. As such, they are not subject to state expenditure limitation rules and are not part of the adopted expenditure limit budget. No budget amendment is necessary for changes to the amount of cash transfers.

As a part of closing FY2016, cash transfers are completed to maintain the appropriate balances in each fund. General Fund contributions to the General Capital and Vehicle Replacement funds are completed using cash transfers. Cash transfers are also used to account for indirect costs, franchise fees, and in-lieu property tax payments for city provided utilities. The allocation of debt service payments to the appropriate funds is completed using cash transfers. Cash transfers are also used to close out inactive, unnecessary funds. Inter-fund loans are used to account for instances where one fund contributes resources to another fund where the resources are expended with the intention of future repayment.

Objective Analysis:

Inter-fund cash transfers and loans can have a material impact on individual funds, but do not fall under the same set of rules governing the budgets for expenditures. Amounts related to inter-fund cash transfers and loans are not subject to the city's Budget Amendment Policies and Procedures, but rather are approved by the City Council based on the requirements of the Comprehensive Financial Management Policies. This approval is not of the change in the amount from the FY2016 adopted budget, but of the total amount of the transfers.

Policy Compliant:

This action is consistent with the Comprehensive Financial Management Policies which states:

#22 - All cash transfers between funds must be approved by the City Council and;

#23 - All initial inter-fund loans must be approved by City Council.

Financial Impact:

This action has no direct financial impact as the inter-fund cash transfers and loans do not represent an outflow of funds from the city. Inter-fund cash transfers and loans do impact the available sources and uses within each fund.

Budget Impact:

No amendment to the budget is necessary, as inter-fund cash transfers and loans are not subject to state expenditure limitations. Inter-fund cash transfers and loans do impact the available sources and uses within each fund.

FTE Impact:

The number of full time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

Click to download

☐ [Presentation](#)

☐ [Resolution 2016-121](#)



SURPRISE
ARIZONA

Cash Transfers Fiscal Year 2016

City Council Meeting
December 6, 2016

FY2016 Cash Transfers

- The Comprehensive Financial Management Policies state:
 - “22. All cash transfers between funds must be approved by City Council.”
- Excludes transfers related to capital assets as these are administrative in nature
- Don't count towards expenditure limit
- Not governed by normal budget rules

FY2016 Cash Transfers

- Total Amount \$41,940,225
 - General Fund Contributions
 - Utilities to General Fund
 - Debt Related
 - Adjustment of Fund Balances
 - Short Term Advances
 - Inter-fund Loans

FY2016 Cash Transfers

- General Fund Contributions \$5,593,600
 - General Capital Fund - \$2.7M
 - Vehicle Replacement Fund - \$2.9M

- Impacted by authority carried forward
- Transfers will occur in FY2017
- Hold funds in least restrictive fund
- Maximize General Fund interest revenue

FY2016 Cash Transfers

- Utilities to General Fund \$6,034,417
 - Franchise fees/hauler's license - \$616,930
 - In-lieu property taxes - \$533,044
 - Indirect costs - \$4.9M



FY2016 Cash Transfers

- Debt Related \$14,242,311
 - Debt service payments - \$9.0M
 - From operating funds
 - Transfer of reserve - \$5.2M
 - To operating funds

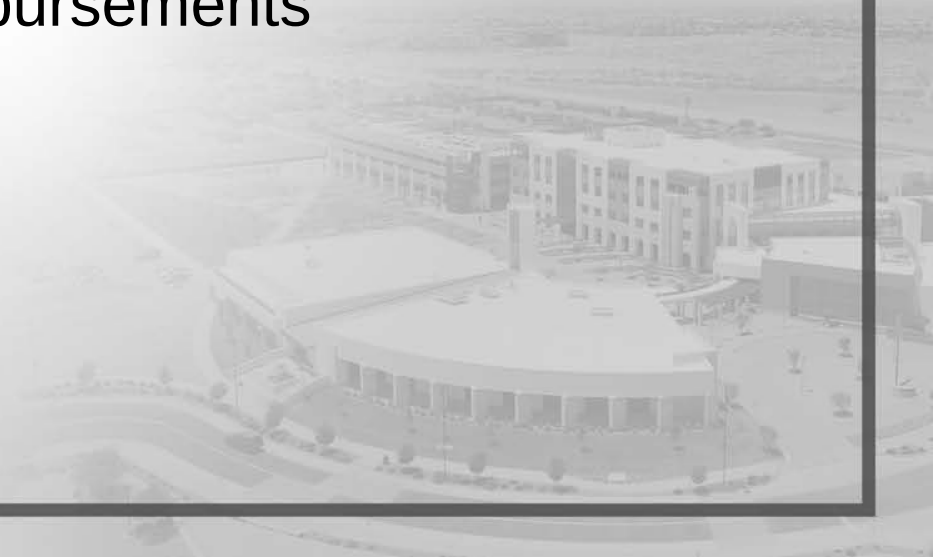


FY2016 Cash Transfers

- Adjustment of Balances \$7,905,395
 - Tourism Fund - \$340,368
 - Transfer of funds for Police and Fire Development Fee Funds - \$911,414
 - Prior year cash transfer corrections - \$3.3M
 - Close out of funds - \$3.4M

FY2016 Cash Transfers

- Short Term Advances \$679,499
 - Paying off advances - \$78,613
 - Receiving advances - \$600,886
 - Fund awaiting reimbursements



FY2016 Cash Transfers

- The Comprehensive Financial Management Policies state:
 - “23. All initial inter-fund loans must be approved by City Council.”



FY2016 Cash Transfers

- Inter-fund Loans \$7,485,003
 - Establish Ground Ambulance loan - \$191,292
 - Repayments to Sewer Operations - \$2.0M
 - General Government, Fire & Medical DIF
 - Increase Water Resource DIF - \$1.5M
 - From Water Operations
 - Increase Sewer DIF - \$3.9M
 - From Sewer Operations



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION # 2016-121

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA, AUTHORIZING INTER-FUND CASH
TRANSFERS AND LOANS FOR FISCAL YEAR 2016.**

WHEREAS, inter-fund cash transfers and loans are necessary to comply with adopted City ordinances, resolutions, policies, and generally accepted accounting principles; and

WHEREAS, the City of Surprise Comprehensive Financial Management Policies requires the approval of the Mayor and Council for all inter-fund cash transfers and loans.

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, approving cash transfers between funds for the City of Surprise, Arizona for the fiscal year July 1, 2015 through June 30, 2016.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-121

**Exhibit A
City of Surprise, Arizona
Schedule of Budget Changes of Interfund Transfers
Fiscal Year 2016**

Transfers Between	Description	Transfer Amount
Transfers from General Fund to:		
General Capital Fund	Funding for asset replacement, payment preservation, various projects, and to maintain minimum fund balance	2,659,000
Vehicle Replacement Fund	Funding for vehicle replacement	2,934,600
Stadium Gov Debt Service 2015 Fund	2015 Excise bond payments	1,582,436
Refunded Gov Debt Service 2015 Fund	2015 Excise bond payments	846,257
	Total Transfers from General Fund	8,022,293
Transfers from Tourism Fund to:		
General Fund	Transfer debt service to offset tourism revenue	340,368
	Total Transfers from Tourism Fund	340,368
Transfers from Pre-2012 Police Development Fee Fund to:		
Refunded Gov Debt Service 2015 Fund	2015 Excise bond payments	134,071
	Total Transfers from Pre-2012 Police Development Fee Fund	134,071
Transfers from Grandfather Parks and Rec Development Fee Fund to:		
Refunded Gov Debt Service 2015 Fund	2015 Excise bond payments	433,233
	Total Transfer from Grandfather Parks and Rec Development Fee Fund	433,233
Pre-2012 Fire Development Fee Fund to:		
2014 Fire Development Fee Fund	Prior year cash transfer correction	380,945
	Total Transfers from Pre-2012 Fire Development Fee Fund	380,945
Transfers from 2012 Fire Development Fee Fund to:		
2014 Fire Development Fee Fund	Prior year cash transfer correction	74,762
	Total Transfers from 2012 Fire Development Fee Fund	74,762

RESOLUTION # 2016-121

**Exhibit A
City of Surprise, Arizona
Schedule of Budget Changes of Interfund Transfers
Fiscal Year 2016**

Transfers Between	Description	Transfer Amount
Transfers from Grandfather Fire Development Fee Fund to:		
Refunded Gov Debt Service 2015 Fund	2015 Excise bond payments	66,247
Pre-2012 Fire Development Fee Fund	Combine pre-2014 Fire DIF funds	380,945
2012 Fire Development Fee Fund	Combine pre-2014 Fire DIF funds	74,762
	Total Transfers from Grandfather Fire Development Fee Fund	521,954
Transfers from Grandfather General Government Development Fee Fund to:		
Refunded Gov Debt Service 2015 Fund	2015 Excise bond payments	363,568
	Total Transfers from Grandfather General Government Development Fee Fund	363,568
Transfers from Sanitation Operations Fund to:		
General Fund	Indirect cost allocation	1,854,430
General Fund	Sanitation hauler's license	26,000
General Fund	Payments in lieu of property taxes	8,408
	Total Transfers from Sanitation Operations Fund	1,888,838
Transfers from Water Operations Fund to:		
General Fund	Indirect cost allocation	1,338,230
General Fund	Franchise Fees	238,799
General Fund	Payments in lieu of property taxes	152,176
	Total Transfers from Water Operations Fund	1,729,204
Transfers from Sewer Operations Fund to:		
General Fund	Indirect cost allocation	1,691,783
General Fund	Franchise Fees	352,131
General Fund	Payments in lieu of property taxes	372,460
	Total Transfers from Sewer Operations Fund	2,416,374

RESOLUTION # 2016-121

Exhibit A City of Surprise, Arizona Schedule of Budget Changes of Interfund Transfers Fiscal Year 2016

Transfers Between	Description	Transfer Amount
Transfers from Sewer System Development Fee SPA1 Fund to:		
Prop Deb Service 2007 Fund	2007 MPC bond payments	4,791,951
Prop Debt Service 2015 Fund	2015 Excise bond payments	795,224
	Total Transfers from Sewer System Development Fee Fund	5,587,175
Transfers from Gov Reserve 2003 Fund to:		
General Fund	Transfer of reserve funds no longer required due to prior year refunding	1,664,148
Grandfather General Government Development Fee Fund	Transfer of reserve funds no longer required due to prior year refunding	723,215
Grandfather Police Development Fee Fund	Transfer of reserve funds no longer required due to prior year refunding	266,696
Grandfather Parks and Rec Development Fee Fund	Transfer of reserve funds no longer required due to prior year refunding	861,795
Grandfather Fire Development Fee Fund	Transfer of reserve funds no longer required due to prior year refunding	131,742
	Total Transfers from Gov Reserve 2003 Fund	3,647,596
Transfers from Prop Reserve 2003 Fund to:		
Grandfather Fire Development Fee Fund	Transfer of reserve funds no longer required due to prior year refunding	35
Sewer System Development Fee Fund	Transfer of reserve funds no longer required due to prior year refunding	1,581,245
2014 Sewer SPA1 Development Fee Fund	Transfer of reserve funds no longer required due to prior year refunding	448
	Total Transfers from Prop Reserve 2003 Fund	1,581,728
Transfers from Stadium Gov Construction 2015 Fund to:		
Stadium Gov Debt Service 2015 Fund	Cash transfer	0.38
Refunded Sewer Debt Service 2015 Fund	Cash transfer	0.16
Refunded Gov Debt Service 2015 Fund	Cash transfer	0.36
	Total Transfers from Stadium Gov Construction 2015 Fund	0.90
Transfer of Fund Balances:		
Grandfather Police Development Fee Fund	From Pre-2012 Police Development Fee Fund to the Grandfathered Police Development Fee Fund	(134,071)
Pre-2012 Police Development Fee Fund	From Pre-2012 Police Development Fee Fund to the Grandfathered Police Development Fee Fund	134,071
	Total Transfer of Fund Balances	-

RESOLUTION # 2016-121

**Exhibit A
City of Surprise, Arizona
Schedule of Budget Changes of Interfund Transfers
Fiscal Year 2016**

Transfers Between	Description	Transfer Amount
Fund Balance Adjustments from:		
Sewer Operations Fund	To the Pre-2012 Fire Development Fee Fund for prior year correction	378,537
Water Resources SPA1 Development Fee Fund	To the Water Resources Development Fee Fund for prior year correction	2,776,244
2014 Water Resources SPA1 Development Fee Fund	To the Water Resources Development Fee Fund for prior year correction	112,739
	Total Fund Balance Adjustments	3,267,519
Paying off advances from:		
Ambulance Contract	To the General Fund	35,161
2014 Fire Development Fee Fund	To the General Fund	28,534
2014 Sewer System Development Fee SPA2 Fund	To the Sewer Operations Fund	14,918
	Paying off advances total	78,613
Receiving advances from:		
General Fund	To the Grants And Contingency Fund	342,478
General Fund	To the SPD RICO Fund	251,867
General Fund	To the Net Premium Seating Fund	6,542
	Receiving advances total	600,886
Transfers to close out funds from:		
2012 Police Development Fee Fund	To the Grandfather Police Development Fee Fund	807,922
2012 Parks and Rec Development Fee Fund	To the Grandfather Parks and Rec Development Fee Fund	1,014,794
Grandfather General Government Development Fee Fund	To the 2012 General Government Development Fee Fund	459,264
Grandfather Police Development Fee Fund	To the Pre-2012 Police Development Fee Fund	78,002
Grandfather Parks and Rec Development Fee Fund	To the Pre-2012 Parks and Rec Development Fee Fund	951,005
Grandfather Fire Development Fee Fund	To the 2012 Fire Development Fee Fund	72,698
Grandfather Fire Development Fee Fund	To the Pre-2012 Fire Development Fee Fund	2,408
	Total Transfers to close out funds	3,386,094

RESOLUTION # 2016-121

Exhibit A
City of Surprise, Arizona
Schedule of Budget Changes of Interfund Transfers
Fiscal Year 2016

Transfers Between	Description	Transfer Amount
Establish Interfund Loans:		
General Fund	To the Ground Ambulance Service Fund	191,292
	Total Establish Interfund Loans	191,292
Repayment of Interfund Loans:		
Grandfather General Government Development Fee Fund	To the Sewer Operations Fund	1,119,388
Grandfather Fire Development Fee Fund	To the Sewer Operations Fund	862,075
	Total Repayment of Interfund Loans	1,981,463
Increases to Interfund Loans		
Water Operations Fund	To the Water Resources System SPA6 Development Fee Fund	6
Water Operations Fund	To the 2014 Water Resources SPA1 Development Fee Fund	1,451,663
Sewer Operations Fund	To the Sewer System Development Fee SPA1 Fund	3,860,579
	Total Increases to Interfund Loans	5,312,248
Total Transfers for FY2016		\$ 41,940,225



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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Council Meeting Date:	December 6, 2016	Contact Person:	Tom Abbott, Fire Chief
Submitting Department:	Fire	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to the approval of two new fees; the residential assisted living fire inspection fee in the amount of \$150 and the treat and refer transport fee in the amount of \$203.80; Resolution #2016-92.

Motion:

I move to approve Resolution #2016-92.

Background:

The Surprise Fire-Medical Department (SFMD) is requesting the adoption of a \$150 residential assisted living inspection fee. This is a residential inspection fee that is currently being charged by Fire Departments and Districts valley and statewide. This fee will encompass annual inspections for group homes, nursing care, supervisory care, behavioral health care, and assisted living facilities. The business owner will be charged the fee annually when they need to have their annual occupancy inspection done. This fee will cover any re-inspections that are required as well as the initial inspection.

Additionally, SFMD is requesting the adoption of a treat and refer fee in the amount of \$203.80. The Arizona Department of Health Services (ADHS) Bureau of EMS and Trauma (BEMST) System established the Treat and Refer Recognition Program which is the result of months of collaboration between ADHS, the Arizona Health Care Cost Containment System (AHCCCS), and various participating EMS stakeholders.

AHCCCS Fee-For-Service (FFS) has proposed and published the same rate of \$203.80 for treat and refer services to go into effect beginning October 1, 2016 for any agency that registers as a participating Treat and Refer provider. SFMD plans to register as a Treat and Refer provider.

Objective Analysis:

A benchmarking study was conducted for the residential assisted living fire inspection fee comparing six neighboring jurisdictions of which five currently charge a similar fee for this service. Fee structures varied from a cost per bed to a flat rate or an option of the greater between the two (cost per bed vs. flat rate). In the City of Surprise, the assisted living structures vary in bed size from 4 to as high as 10 beds

per occupancy. To simplify the process, SFMD has opted for a flat rate of \$150 per inspection. This will cover the cost for the inspection which can average 1.5 – 2.0 hours, plus any associated re-inspections. The benchmarked cities have had these fees in place for years as a mechanism to help offset the growing cost of doing business and to also efficiently manage compliance with safety initiatives.

Regarding the treat and refer fee, SFMD is already providing this service at no cost to residents with their engines, ladders, and ladder tenders. This fee would allow the department the opportunity to invoice AHCCCS covered patients for supplies and services rendered on scene at the proposed rate. Such patients may be diabetic or asthmatic patients that needed immediate treatments with medications, IV's or supplies but not necessarily transportation to a hospital. The program does have protocols that would need to be adhered to as well as training requirements, but the department is already meeting these criteria with current ongoing educational requirements. The program also requires the participating agency be at "Premiere EMS Agency" status by DHS to which SFMD currently is. If other insurance carriers enroll in the program in the future, SFMD will be poised to also bill for these services through those carriers as well.

Policy Compliant:

This is consistent with the City's past practice of seeking financial recovery for City services when reasonable and lawful to do so. Additionally, all policies and protocols on a local, state and national level will be adhered to.

Financial Impact:

The \$150 residential assisted living fire inspection fee will cover the department's operational cost to conduct the inspection which can average 1.5 – 2.0 hours plus any associated re-inspections. In the last three years, SFMD has conducted a total of 217 assisted living inspections averaging 72 inspections per year. It is estimated that this fee will generate approximately \$10,800 in revenue.

The \$203.80 treat and refer transport fee will recover a portion of the department's operational costs for providing medical treatment without transporting the patient to the hospital. It is estimated that this fee will generate approximately \$39,500 in revenue.

Budget Impact:

The FY2017 Adopted Budget included the addition of a new permanent part-time fire inspector. The estimated \$10,800 in General Fund revenue that will be generated by the residential assisted living inspection fee will offset the cost of this position. The operational costs to provide this service are included as part of SFMD's FY2017 General Fund operating budget.

The estimated \$39,500 in General Fund revenue that will be generated by the treat and refer transport fee will offset the cost to provide medical treatment without transport. The operational costs to provide this service are included as part of SFMD's FY2017 General Fund operating budget.

FTE Impact:

This item does not impact the overall full-time equivalent (FTE) count.

ATTACHMENTS:

Click to download

☐ [Justification Report](#)

- ☐ [Notice of Fee Intent](#)
 - ☐ [Treat and Refer Justification Report](#)
 - ☐ [Treat and Refer Notice of Intent](#)
 - ☐ [Resolution 2016-92 New Residential Assisting Living Fire Inspection and Treat and Refer Fees](#)
 - ☐ [Power Point Presentation](#)
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Residential Assisted Living Fees

Surprise Fire-Medical Department

Justification Report

The Surprise Fire-Medical Department is requesting to add a \$150 residential assisted living inspection fee to the City's current user fee schedule. This is a residential inspection fee that is currently being charged by Fire Departments and Districts valley and state wide. This fee will encompass annual inspections for group homes, nursing care, supervisory care, behavioral health care and assisted living facilities. The business owner will be charged the fee annually when they need to have their annual occupancy inspection done and this fee will cover any re-inspections that are required to the business.

SFMD benchmarked with six neighboring jurisdictions of "like" community demographics. We looked at the cities of Mesa, Avondale, Goodyear, Glendale, Peoria and Phoenix and all are charging a similar fee except Mesa, which is currently not charging a fee. The fee schedules dated back as far as 7/1/2003 in Peoria with the most recent being Avondale's which was just updated 7/20/2016. Fee structures varied from a cost per bed to a flat rate or an option of the greater between the two (cost/bed vs. flat rate). In the City of Surprise, the assisted living structures vary in bed size from 4 to as high as 10 beds per occupancy. To keep it simple, we have opted for a flat rate of \$150/inspection. This will cover the cost for the inspection which can average 1.5 – 2.0 hours, plus any associated re-inspections. Often times, assisted living inspections involve the initial inspection and one to two re-inspections. This fee also includes the time to travel to and from the inspections, administrative time to schedule, record, invoice and the use of equipment, vehicles, etc. In the last three fiscal years, SFMD performed the following:

- FY14 – 78 Assisted Living Inspections (data attached)
- FY15 – 76 Assisted Living Inspections (data attached)
- FY16 – 63 Assisted Living Inspections (data attached)

The benchmarking cities have been not only performing these inspections for years, as has SFMD, but they have had fees assigned to them to assist in offsetting the growing costs of doing business to efficiently manage growth and safety initiatives. Implementing this fee is a cost effective way to manage growing city needs and ensure safety initiatives and compliance within the city.

Residential Assisted Living Fees

Surprise Fire-Medical Department

Justification Report

Exhibit A – Benchmarking Data

1.) General Description Fire Fees	Fee	Adopted Res 2010-23	Amended 2012-1	Mesa	Avondale	Goodyear	Glendale	Peoria	Phoenix
Inspection fees for residential group homes, nursing care, supervisory care, behavioral health and assisted living facilities.	\$150	No	No	\$0.00 (12/31/15)	\$100.00 (07/20/16)	\$100 or \$9.75/bed (02/14/14)	\$7.12/bed or \$150.40 min (10/01/2014)	\$10/bed or \$50 - greater (7/1/2003)	\$150 (1 hr.) plus \$10/bed 07/01/13

1.) General Description Fire Fees	Current Rate	Proposed Rate
Inspection fees for residential group homes, nursing care, supervisory care, behavioral health and assisted living facilities.	\$0.00	\$150 per Inspection

FY14 Care Home Inspections

	Completed	Occup_	Name	Number	St	Street	St	City	State	Zip
1	12/31/2013	1043	A LOVING HEART ASSISTED LIVING	11318	N	145TH	LN	Surprise	AZ	85379
	1/7/2014	1043	A LOVING HEART ASSISTED LIVING	11318	N	145TH	LN	Surprise	AZ	85379
	1/27/2014	1873	ADELINA CARE HOME	17543	W	COLUMBINE	DR	Surprise	AZ	85388
	1/27/2014	1873	ADELINA CARE HOME	17543	W	COLUMBINE	DR	Surprise	AZ	85388
2	5/14/2014	51	ADRIEL CARE HOME	11550	N	150TH	LN	Surprise	AZ	85379
3	11/18/2013	1104	ALL CARE ASST LIVING	18224	N	168TH	AV	Surprise	AZ	85374
4	2/10/2014	1383	All Stars Assisted Living Llc	16477	W	YUCATAN	DR	Surprise	AZ	85388
5	3/18/2014	830	ANGEL REAL HOME CARE	15952	N	ULRICH	WY	SURPRISE	AZ	85374
6	2/4/2014	68	ANTIGUA CARE HOME	11433	W	PHILLIP JACOB	DR	Surprise	AZ	85378
7	2/10/2014	27	ARIZONA ANGELS CARE HOME	15227	W	COUNTRY GABLES	DR	Surprise	AZ	85374
8	11/19/2013	1827	ARIZONA COMFORT CARE FOR THE ELDERLY	17917	W	PORT AU PRINCE	LN	Surprise	AZ	85388
	12/5/2013	1827	ARIZONA COMFORT CARE FOR THE ELDERLY	17917	W	PORT AU PRINCE	LN	Surprise	AZ	85388
9	7/25/2013	2013	ASSISTED LIVING CARE LLC	15358	W	POST	CIR	Surprise	AZ	85374
10	10/9/2013	154	Assisted Living Of Surprise	14364	W	DESERT HILLS	DR	Surprise	AZ	85379
11	6/11/2014	473	AZ TLC	13217	W	RIMROCK	ST	SURPRISE	AZ	85374
	10/29/2013	473	AZ TLC	13217	W	RIMROCK	ST	SURPRISE	AZ	85374
12	5/13/2014	1353	BEST ASSISTED LIVING OF SUPRISE	13846	W	CROCUS	DR	Surprise	AZ	85379
13	9/4/2013	1049	BEST CARE ASSISTED LIVING HOME	18431	W	PORT ROYALE	LN	Surprise	AZ	85388
14	5/13/2014	332	BEST HOME CARE OF SURPRISE	14405	N	151ST	DR	SURPRISE	AZ	85379
15	10/30/2013	901	CARING HEARTS SENIOR CARE	15363	W	MEMORY	LN	SURPRISE	AZ	85374
16	4/17/2014	2285	CARMENS SENIOR CARE HOME	14072	W	ASTER	DR	Surprise	AZ	85379
17	11/18/2013	829	CC ADULT CARE #3	15946	N	NAEGEL	DR	SURPRISE	AZ	85374
18	11/18/2013	585	CCS ADULT CARE	13425	W	RIMROCK	ST	SURPRISE	AZ	85374
19	11/18/2013	586	CCS ADULT CARE TWO	13417	W	RIMROCK	ST	SURPRISE	AZ	85374
20	6/5/2014	1305	CRYSTAL ROSE	13750	W	CROCUS	DR	Surprise	AZ	85379
21	7/18/2013	1898	DADAGIV ASSISTED LIVING HOME	14350	W	CROCUS	DR	Surprise	AZ	85379
22	12/9/2013	1924	DAHLIA CARE LLC	14941	W	DAHLIA	DR	Surprise	AZ	85379
23	8/13/2013	1754	DESERT HILLS ASSISTED LIVING	14228	W	DESERT HILLS	DR	Surprise	AZ	85379
	8/29/2013	1754	DESERT HILLS ASSISTED LIVING	14228	W	DESERT HILLS	DR	Surprise	AZ	85379
	9/3/2013	1754	DESERT HILLS ASSISTED LIVING	14228	W	DESERT HILLS	DR	Surprise	AZ	85379
24	1/7/2014	1855	EMBER ASSISTED LIVING	14571	W	DESERT HILLS	DR	Surprise	AZ	85379

25	10/9/2013	185 EMMANUEL ASSISTED LIVING	15453 W	STATLER	CI	Surprise	AZ	85374
26	6/5/2014	47 FEELS LIKE HOME ASSISTED LIVING	18003 W	MAUNA LOA	LN	Surprise	AZ	85379
27	12/12/2013	948 GENTLE CARE HOME	15240 W	DOLL	LN	Surprise	AZ	85374
28	11/6/2013	49 GOLDEN EXPERIENCE ASSISTED LIVING	15111 N	172ND	DR	Surprise	AZ	85388
29	8/5/2013	547 GOLDEN GENERATION / TIMES	13393 W	RIMROCK	ST	SURPRISE	AZ	85374
30	9/17/2013	510 GOLDEN SPRING ASSISTED LIVING	13535 W	REDFIELD	RD	SURPRISE	AZ	85379
	3/25/2014	510 GOLDEN SPRING ASSISTED LIVING	13535 W	REDFIELD	RD	SURPRISE	AZ	85379
31	7/11/2013	474 GOLDEN TIMES ADULT CARE	13387 W	FARGO	DR	Surprise	AZ	85374
32	8/22/2013	2313 JESUKA HALLOWAY	18372 W	IVY	LN	Surprise	AZ	85374
33	7/17/2013	724 KYLA'S HOME	13639 W	BANFF	LN	Surprise	AZ	85379
34	12/31/2013	1474 LEGACY ASSISTED LIVING	13464 W	COTTONWOOD	ST	Surprise	AZ	85374
35	3/20/2014	656 LEISURE TIME HOME	11678 W	YUCCA	CT	Surprise	AZ	85378
36	6/10/2014	1724 LITCHFIELD JOY SENIOR LIVING	13576 W	BANFF	LN	Surprise	AZ	85379
37	1/28/2014	1968 LORA CARE HOME	11625 N	165TH	AV	Surprise	AZ	85388
38	9/4/2013	1896 LOVE & CARE ASSISTED LIVING HOME	18530 W	PORT AU PRINCE	LN	Surprise	AZ	85388
39	4/22/2014	1715 LYNNE'S ASSISTED LIVING LLC	17628 W	PERSHING	ST	Surprise	AZ	85388
40	8/5/2013	1841 MARIA'S ASSISTED LIVING	11151 W	LILY MCKINLEY	DR	Surprise	AZ	85378
41	3/20/2014	1200 MERCY ADULT CARE HOME	18379 W	IVY	LN	Surprise	AZ	85388
42	2/20/2014	1756 MILA'S SENIOR CARE HOME	14221 N	136TH	LN	Surprise	AZ	85379
	2/25/2014	1756 MILA'S SENIOR CARE HOME	14221 N	136TH	LN	Surprise	AZ	85379
43	8/5/2013	1627 MOONLIGHT MANOR ASSISTED LIVING	15129 W	PARADISE	LN	Surprise	AZ	85374
44	1/8/2014	1096 MY PARENTS PARADISE	14549 W	ST MORITZ	LN	Surprise	AZ	85379
45	11/19/2013	1406 NOBLE SENIOR LIVING	25968 N	SANDSTONE	WAY	Surprise	AZ	85387
46	11/26/2013	1909 OLIVE MANOR ASSISTED LIVING	13250 W	PORT ROYAL	LN	Surprise	AZ	85379
47	8/13/2013	916 ORTIZ SUNNYSIDE ASSISTED LIVING	14785 W	WINDROSE	DR	SURPRISE	AZ	85379
48	9/19/2013	1193 PARADISE ASSISTED LIVING	16520 N	170TH	LN	Surprise	AZ	85388
49	11/27/2013	1349 PEACHTREE ASSISTED LIVING	15550 W	CAMERON	DR	Surprise	AZ	85379
50	8/15/2013	171 REDFIELD ASSISTED LIVING HOME	15978 W	REDFIELD	RD	Surprise	AZ	85379
51	2/6/2014	226 ROYAL CARIBBEAN ASSISTED LIVING HOME	15844 W	CARIBBEAN	LN	Surprise	AZ	85379
52	12/16/2013	1449 ROYAL OAK ASSISTED LIVING HOME	25661 N	DESERT MESA	DR	Surprise	AZ	85387
53	3/18/2014	173 ROYAL PARADISE LLC	15257 N	135TH	DR	Surprise	AZ	85379
54	1/9/2014	1759 SACRED HEART DIVINE MERCY ASSIST'D LVG	18475 W	BANFF	LN	Surprise	AZ	85388
55	10/10/2013	696 Sacred Heart LLC	13844 N	150TH	DR	Surprise	AZ	85379
56	3/5/2014	176 SERENITY CARE HOME	13365 W	BANFF	LN	Surprise	AZ	85379

57	4/22/2014	1539	STATLER HOME CARE LLC	17766 W	STATLER	DR	Surprise	AZ	85388
58	8/29/2013	1272	STERLING LOVING HOME CARE	18426 W	MARCONI	AV	Surprise	AZ	85388
59	12/31/2013	277	SUN CREEK @ SURPRISE FARMS LLC	16437 N	169TH	DR	Surprise	AZ	85388
60	2/6/2014	1857	SUN LODGE LLC ASSISTED LIVING	18391 W	STATLER	ST	Surprise	AZ	85338
61	10/7/2013	119	SUN VIEW ESTATES HOME CARE II	15045 W	LARKSPUR	DR	Surprise	AZ	85379
62	10/7/2013	235	SUN VIEW ESTATES HOME CARE III	17673 W	ACAPULCO	LN	Surprise	AZ	85388
63	2/18/2014	204	Sunrise Adult Care Home 2	16768 W	BRISTOL	LN	Surprise	AZ	85374
64	9/30/2013	834	SUNRISE ASSISTED LIVING HOME	13299 W	STATLER	ST	SURPRISE	AZ	85374
65	7/8/2013	1941	SUNRISE ASSISTED LIVING HOME II	16038 W	EVANS	DR	Surprise	AZ	85379
	5/27/2014	1941	SUNRISE ASSISTED LIVING HOME II	16038 W	EVANS	DR	Surprise	AZ	85379
	6/3/2014	1941	SUNRISE ASSISTED LIVING HOME II	16038 W	EVANS	DR	Surprise	AZ	85379
66	2/5/2014	2001	SUNSHINE RESIDENTIAL HOMES GREER HOUSE	15873 W	MERCER	LN	Surprise	AZ	85374
67	7/24/2013	864	SUNSHINE RESIDENTIAL CARE HOME	16829 W	NORTHAMPTON	RD	SURPRISE	AZ	85388
68	2/5/2014	2206	SUNSHINE RESIDENTIAL HOME SURPRISE	14164 W	LISBON	LN	Surprise	AZ	85379
69	2/5/2014	2021	SUNSHINE RESIDENTIAL HOMES CACTUS HOUSE	15017 N	MERCER	LN	Surprise	AZ	85374
70	2/5/2014	2205	SUNSHINE RESIDENTIAL HOMES HEARN HOUSE	14250 W	HEARN	RD	Surprise	AZ	85374
71	2/5/2014	2020	SUNSHINE RESIDENTIAL HOMES JENAN HOUSE	14186 W	JENAN	DR	Surprise	AZ	85374
72	2/5/2014	2018	SUNSHINE RESIDENTIAL HOMES SIERRA HOUSE	15301 N	183RD	DR	Surprise	AZ	85374
73	5/27/2014	105	SURPRISE ASSISTED LIVING	14439 W	BANFF	LN	Surprise	AZ	85379
	6/3/2014	105	SURPRISE ASSISTED LIVING	14439 W	BANFF	LN	Surprise	AZ	85379
74	2/10/2014	1578	SUSAN CARE HOME	15842 W	MERCER	LN	Surprise	AZ	85374
75	2/13/2014	1611	TENDER LOVING CARE HOME 1	14239 W	CHARTER OAK	DR	Surprise	AZ	85379
	2/19/2014	1611	TENDER LOVING CARE HOME 1	14239 W	CHARTER OAK	DR	Surprise	AZ	85379
	7/8/2013	1611	TENDER LOVING CARE HOME 1	14239 W	CHARTER OAK	DR	Surprise	AZ	85379
76	1/9/2014	1934	TRADITIONAL LIFE CARE ASST'D LIVING	15629 W	CROCUS	DR	Surprise	AZ	85379
77	9/5/2013	2316	TRANQUILITY HOUSE (BEHAVIORAL HEALTH)	13428 W	ACAPULCO	LN	Surprise	AZ	85379
78	1/6/2014	1128	VENUS ASSISTED LIVING HOME	15226 W	BECKER	LN	Surprise	AZ	85379

FY15 Care Home Inspections

	Completed	Occup	Name	Number	St_p	Street	St_tyr	City	State	Zip
1	1/7/2015	1043	A LOVING HEART ASSISTED LIVING	11318	N	145TH	LN	Surprise	AZ	85379
	1/12/2015	1043	A LOVING HEART ASSISTED LIVING	11318	N	145TH	LN	Surprise	AZ	85379
2	6/10/2015	917	A PARADISE FOR PARENTS I	15922	N	164TH	LN	Surprise	AZ	85338
3	6/10/2015	81	A PARADISE FOR PARENTS IV	14210	N	138	CT	Surprise	AZ	85379
4	7/28/2014	1709	A QUALITY HOME CARE	14451	N	155TH	DR	Surprise	AZ	85379
5	2/17/2015	2318	AA LOVE CARE HOME	13401	W	SAGUARO VIEW	DR	Surprise	AZ	85374
	2/17/2015	2318	AA LOVE CARE HOME	13401	W	SAGUARO VIEW	DR	Surprise	AZ	85374
6	1/22/2015	1873	ADELINA CARE HOME	17543	W	COLUMBINE	DR	Surprise	AZ	85388
7	5/14/2015	51	ADRIEL CARE HOME	11550	N	150TH	LN	Surprise	AZ	85379
	5/19/2015	51	ADRIEL CARE HOME	11550	N	150TH	LN	Surprise	AZ	85379
8	9/18/2014	2317	ADVANTAGE ADULT HEALTH CARE	12415	N	149TH	DR	Surprise	AZ	85374
9	2/2/2015	1383	All Stars Assisted Living Llc	16477	W	YUCATAN	DR	Surprise	AZ	85388
10	9/11/2014	1338	AMAZING CARE HOME	14449	W	BOCA RATON	RD	Surprise	AZ	85379
11	3/10/2015	271	AN ENCHANTED ASSISTED LIVING	15924	W	MAUNA LOA	LN	Surprise	AZ	85379
	3/10/2015	271	AN ENCHANTED ASSISTED LIVING	15924	W	MAUNA LOA	LN	Surprise	AZ	85379
12	4/15/2015	830	ANGEL REAL HOME CARE	15952	N	ULRICH	WY	SURPRISE	AZ	85374
	4/20/2015	830	ANGEL REAL HOME CARE	15952	N	ULRICH	WY	SURPRISE	AZ	85374
13	1/26/2015	27	ARIZONA ANGELS CARE HOME	15227	W	COUNTRY GABLES	DR	Surprise	AZ	85374
	2/12/2015	27	ARIZONA ANGELS CARE HOME	15227	W	COUNTRY GABLES	DR	Surprise	AZ	85374
14	12/3/2014	1827	ARIZONA COMFORT CARE FOR THE ELDERLY	17917	W	PORT AU PRINCE	LN	Surprise	AZ	85388
	12/19/2014	1827	ARIZONA COMFORT CARE FOR THE ELDERLY	17917	W	PORT AU PRINCE	LN	Surprise	AZ	85388
15	7/28/2014	2013	ASSISTED LIVING CARE LLC	15358	W	POST	CIR	Surprise	AZ	85374
16	1/8/2015	154	Assisted Living Of Surprise	14364	W	DESERT HILLS	DR	Surprise	AZ	85379
	1/12/2015	154	Assisted Living Of Surprise	14364	W	DESERT HILLS	DR	Surprise	AZ	85379
17	7/22/2014	2423	BLUE HORIZONS ASSISTED LIVING HOME LLC	16942	W	BRISTOL	LN	Surprise	AZ	85374
18	10/28/2014	901	CARING HEARTS SENIOR CARE	15363	W	MEMORY	LN	SURPRISE	AZ	85374
19	4/21/2015	2285	CARMENS SENIOR CARE HOME	14072	W	ASTER	DR	Surprise	AZ	85379
	4/29/2015	2285	CARMENS SENIOR CARE HOME	14072	W	ASTER	DR	Surprise	AZ	85379
20	7/3/2014	1983	COZY HOME CARE LLC	18508	W	POST	DR	Surprise	AZ	85388
21	6/11/2015	1305	CRYSTAL ROSE	13750	W	CROCUS	DR	Surprise	AZ	85379
22	8/18/2014	1898	DADAGIV ASSISTED LIVING HOME	14350	W	CROCUS	DR	Surprise	AZ	85379

23	12/26/2014	1924	DAHLIA CARE LLC	14941 W	DAHLIA	DR	Surprise	AZ	85379
	1/15/2015	1924	DAHLIA CARE LLC	14941 W	DAHLIA	DR	Surprise	AZ	85379
24	7/29/2014	1996	DAMARIS ASSISTED LIVING HOME LLC	15243 W	POST	DR	Surprise	AZ	85374
25	7/8/2014	746	DESERT PALMS ADULT CARE	13535 W	CANYON CREEK	DR	Surprise	AZ	85374
26	7/9/2014	94	DOLCE VITA ASSISTED LIVING HOME	15664 N	164TH	LN	Surprise	AZ	85338
27	11/19/2014	2396	DT Care II	16422 W	SANDRA	LN	Surprise	AZ	85388
	11/28/2014	2396	DT Care II	16422 W	SANDRA	LN	Surprise	AZ	85388
28	10/9/2014	185	EMMANUEL ASSISTED LIVING	15453 W	STATLER	CI	Surprise	AZ	85374
29	12/3/2014	948	GENTLE CARE HOME	15240 W	DOLL	LN	Surprise	AZ	85374
30	4/22/2015	472	GOLDEN AUTUMN HOME CARE	13420 W	PARADISE	LN	SURPRISE	AZ	85374
	5/5/2015	472	GOLDEN AUTUMN HOME CARE	13420 W	PARADISE	LN	SURPRISE	AZ	85374
	5/18/2015	472	GOLDEN AUTUMN HOME CARE	13420 W	PARADISE	LN	SURPRISE	AZ	85374
31	12/3/2014	1886	GOLDEN CARE ASSISTED LIVING	15724 N	168TH	LN	Surprise	AZ	85388
32	12/2/2014	49	GOLDEN EXPERIENCE ASSISTED LIVING	15111 N	172ND	DR	Surprise	AZ	85388
	12/11/2014	49	GOLDEN EXPERIENCE ASSISTED LIVING	15111 N	172ND	DR	Surprise	AZ	85388
33	7/9/2014	474	GOLDEN TIMES ADULT CARE	13387 W	FARGO	DR	Surprise	AZ	85374
34	6/23/2015	656	LEISURE TIME HOME	11678 W	YUCCA	CT	Surprise	AZ	85378
35	1/28/2015	1968	LORA CARE HOME	11625 N	165TH	AV	Surprise	AZ	85388
	2/18/2015	1968	LORA CARE HOME	11625 N	165TH	AV	Surprise	AZ	85388
36	2/23/2015	1715	LYNNE'S ASSISTED LIVING LLC	17628 W	PERSHING	ST	Surprise	AZ	85388
37	7/10/2014	1742	MARHABA CARE HOME	15244 W	WATSON	LN	Surprise	AZ	85379
	7/15/2014	1742	MARHABA CARE HOME	15244 W	WATSON	LN	Surprise	AZ	85379
	5/19/2015	1742	MARHABA CARE HOME	15244 W	WATSON	LN	Surprise	AZ	85379
	5/20/2015	1742	MARHABA CARE HOME	15244 W	WATSON	LN	Surprise	AZ	85379
39	9/11/2014	1841	MARIA'S ASSISTED LIVING	11151 W	LILY MCKINLEY	DR	Surprise	AZ	85378
40	8/4/2014	1852	MARLEY PARK CARE HOME	13024 N	154TH	LN	Surprise	AZ	85379
41	4/28/2015	1200	MERCY ADULT CARE HOME	18379 W	IVY	LN	Surprise	AZ	85388
42	2/25/2015	1756	MILA'S SENIOR CARE HOME	14221 N	136TH	LN	Surprise	AZ	85379
43	9/15/2014	1627	MOONLIGHT MANOR ASSISTED LIVING	15129 W	PARADISE	LN	Surprise	AZ	85374
44	11/25/2014	2290	ORCHARD POINTE ASSISTED LIVING	15048 W	YOUNG	ST	Surprise	AZ	85374
	12/16/2014	2290	ORCHARD POINTE ASSISTED LIVING	15048 W	YOUNG	ST	Surprise	AZ	85374
45	11/25/2014	1990	ORCHARD POINTE MEMORY CARE	15086 W	YOUNG	ST	Surprise	AZ	85374
	12/16/2014	1990	ORCHARD POINTE MEMORY CARE	15086 W	YOUNG	ST	Surprise	AZ	85374
46	2/10/2015	916	ORTIZ SUNNYSIDE ASSISTED LIVING	14785 W	WINDROSE	DR	SURPRISE	AZ	85379

	2/11/2015	916	ORTIZ SUNNYSIDE ASSISTED LIVING	14785 W	WINDROSE	DR	SURPRISE	AZ	85379
47	11/28/2014	1193	PARADISE ASSISTED LIVING	16520 N	170TH	LN	Surprise	AZ	85388
48	7/3/2014	203	PARKVIEW ASSISTED LIVING	18208 N	145TH	AV	Surprise	AZ	85374
	6/23/2015	203	PARKVIEW ASSISTED LIVING	18208 N	145TH	AV	Surprise	AZ	85374
49	11/14/2014	1349	PEACHTREE ASSISTED LIVING	15550 W	CAMERON	DR	Surprise	AZ	85379
50	8/14/2014	171	REDFIELD ASSISTED LIVING HOME	15978 W	REDFIELD	RD	Surprise	AZ	85379
51	12/31/2014	1912	ROSEVIEW ASSISTED LIVING	14616 N	GIL BALCOME		Surprise	AZ	85379
52	2/12/2015	226	ROYAL CARIBBEAN ASSISTED LIVING HOME	15844 W	CARIBBEAN	LN	Surprise	AZ	85379
53	2/18/2015	173	ROYAL PARADISE LLC	15257 N	135TH	DR	Surprise	AZ	85379
54	1/12/2015	1759	SACRED HEART DIVINE MERCY ASSIST'D LVG	18475 W	BANFF	LN	Surprise	AZ	85388
	1/14/2015	1759	SACRED HEART DIVINE MERCY ASSIST'D LVG	18475 W	BANFF	LN	Surprise	AZ	85388
55	3/30/2015	696	Sacred Heart LLC	13844 N	150TH	DR	Surprise	AZ	85379
	4/20/2015	696	Sacred Heart LLC	13844 N	150TH	DR	Surprise	AZ	85379
56	3/4/2015	176	SERENITY CARE HOME	13365 W	BANFF	LN	Surprise	AZ	85379
57	5/6/2015	1539	STATLER HOME CARE LLC	17766 W	STATLER	DR	Surprise	AZ	85388
58	3/4/2015	1857	SUN LODGE LLC ASSISTED LIVING	18391 W	STATLER	ST	Surprise	AZ	85338
59	4/9/2015	119	SUN VIEW ESTATES HOME CARE II	15045 W	LARKSPUR	DR	Surprise	AZ	85379
60	4/9/2015	119	SUN VIEW ESTATES HOME CARE II	15045 W	LARKSPUR	DR	Surprise	AZ	85379
61	4/9/2015	235	SUN VIEW ESTATES HOME CARE III	17673 W	ACAPULCO	LN	Surprise	AZ	85388
62	2/10/2015	204	Sunrise Adult Care Home 2	16768 W	BRISTOL	LN	Surprise	AZ	85374
63	5/28/2015	1941	SUNRISE ASSISTED LIVING HOME II	16038 W	EVANS	DR	Surprise	AZ	85379
	6/18/2015	1941	SUNRISE ASSISTED LIVING HOME II	16038 W	EVANS	DR	Surprise	AZ	85379
	6/25/2015	1941	SUNRISE ASSISTED LIVING HOME II	16038 W	EVANS	DR	Surprise	AZ	85379
64	11/14/2014	2001	SUNSHINE RESIDENTIAL HOMES GREER HOUSE	15873 W	MERCER	LN	Surprise	AZ	85374
65	7/8/2014	864	SUNSHINE RESIDENTIAL CARE HOME	16829 W	NORTHAMPTON	RD	SURPRISE	AZ	85388
66	11/14/2014	2206	SUNSHINE RESIDENTIAL HOME SURPRISE	14164 W	LISBON	LN	Surprise	AZ	85379
67	11/14/2014	2021	SUNSHINE RESIDENTIAL HOMES CACTUS HOUSE	15017 N	MERCER	LN	Surprise	AZ	85374
68	11/14/2014	2205	SUNSHINE RESIDENTIAL HOMES HEARN HOUSE	14250 W	HEARN	RD	Surprise	AZ	85374
69	11/14/2014	2020	SUNSHINE RESIDENTIAL HOMES JENAN HOUSE	14186 W	JENAN	DR	Surprise	AZ	85374
70	11/14/2014	2018	SUNSHINE RESIDENTIAL HOMES SIERRA HOUSE	15301 N	183RD	DR	Surprise	AZ	85374
71	6/9/2015	105	SURPRISE ASSISTED LIVING	14439 W	BANFF	LN	Surprise	AZ	85379
72	2/4/2015	2335	SURPRISE FARMS ASSISTED LIVING	18260 W	BECK	LN	Surprise	AZ	85388
73	2/3/2015	1578	SUSAN CARE HOME	15842 W	MERCER	LN	Surprise	AZ	85374
74	2/11/2015	1934	TRADITIONAL LIFE CARE ASST'D LIVING	15629 W	CROCUS	DR	Surprise	AZ	85379

75	1/30/2015	2316 TRANQUILITY HOUSE (BEHAVIORAL HEALTH)	13428 W	ACAPULCO	LN	Surprise	AZ	85379
76	1/15/2015	1128 VENUS ASSISTED LIVING HOME	15226 W	BECKER	LN	Surprise	AZ	85379

FY16 Care Home Inspections

Completed	Occ_id	Name	Number	St_p	Street	St_ty	City	State	Zip
1	1/11/2016	1043 A LOVING HEART ASSISTED LIVING	11318	N	145TH	LN	Surprise	AZ	85379
2	3/23/2016	2427 A PARADISE FOR PARENTS CARE LLC	18175	W	BANFF	LN	Surprise	AZ	85388
	3/2/2016	2427 A PARADISE FOR PARENTS CARE LLC	18175	W	BANFF	LN	Surprise	AZ	85388
	3/2/2016	917 A PARADISE FOR PARENTS I	15922	N	164TH	LN	Surprise	AZ	85338
	3/23/2016	917 A PARADISE FOR PARENTS I	15922	N	164TH	LN	Surprise	AZ	85338
3	8/6/2015	1709 A QUALITY HOME CARE	14451	N	155TH	DR	Surprise	AZ	85379
4	2/19/2016	2318 AA LOVE CARE HOME	13401	W	SAGUARO VIEW	DR	Surprise	AZ	85374
	2/24/2016	2318 AA LOVE CARE HOME	13401	W	SAGUARO VIEW	DR	Surprise	AZ	85374
5	1/20/2016	1873 ADELINA CARE HOME	17543	W	COLUMBINE	DR	Surprise	AZ	85388
	1/22/2016	1873 ADELINA CARE HOME	17543	W	COLUMBINE	DR	Surprise	AZ	85388
6	1/20/2016	1383 All Stars Assisted Living Llc	16477	W	YUCATAN	DR	Surprise	AZ	85388
	1/25/2016	1383 All Stars Assisted Living Llc	16477	W	YUCATAN	DR	Surprise	AZ	85388
7	3/16/2016	271 AN ENCHANTED ASSISTED LIVING	15924	W	MAUNA LOA	LN	Surprise	AZ	85379
	3/21/2016	271 AN ENCHANTED ASSISTED LIVING	15924	W	MAUNA LOA	LN	Surprise	AZ	85379
8	10/27/2015	2428 ARIZONA ADULT CARE HOME	15268	W	BOCA RATON	RD	Surprise	AZ	85374
9	1/19/2016	27 ARIZONA ANGELS CARE HOME	15227	W	COUNTRY GABLES	DR	Surprise	AZ	85374
	2/22/2016	27 ARIZONA ANGELS CARE HOME	15227	W	COUNTRY GABLES	DR	Surprise	AZ	85374
	3/7/2016	27 ARIZONA ANGELS CARE HOME	15227	W	COUNTRY GABLES	DR	Surprise	AZ	85374
10	12/28/2015	1827 ARIZONA COMFORT CARE FOR THE ELDERLY	17917	W	PORT AU PRINCE	LN	Surprise	AZ	85388
	1/20/2016	1827 ARIZONA COMFORT CARE FOR THE ELDERLY	17917	W	PORT AU PRINCE	LN	Surprise	AZ	85388
11	8/6/2015	2013 ASSISTED LIVING CARE LLC	15358	W	POST	CIR	Surprise	AZ	85374
12	9/17/2015	1117 ASSISTED LIVING OF ARIZONA	14384	W	MAUI	LN	Surprise	AZ	85379
	10/8/2015	1117 ASSISTED LIVING OF ARIZONA	14384	W	MAUI	LN	Surprise	AZ	85379
	10/29/2015	1117 ASSISTED LIVING OF ARIZONA	14384	W	MAUI	LN	Surprise	AZ	85379
	11/19/2015	1117 ASSISTED LIVING OF ARIZONA	14384	W	MAUI	LN	Surprise	AZ	85379
13	9/16/2015	473 AZ TLC	13217	W	RIMROCK	ST	SURPRISE	AZ	85374
	10/8/2015	473 AZ TLC	13217	W	RIMROCK	ST	SURPRISE	AZ	85374
	10/29/2015	473 AZ TLC	13217	W	RIMROCK	ST	SURPRISE	AZ	85374
	11/4/2015	473 AZ TLC	13217	W	RIMROCK	ST	SURPRISE	AZ	85374
	11/5/2015	473 AZ TLC	13217	W	RIMROCK	ST	SURPRISE	AZ	85374
14	4/5/2016	2423 BLUE HORIZONS ASSISTED LIVING HOME LLC	16942	W	BRISTOL	LN	Surprise	AZ	85374

15	7/14/2015	1983	COZY HOME CARE LLC	18508 W	POST	DR	Surprise	AZ	85388
16	1/14/2016	1898	DADAGIV ASSISTED LIVING HOME	14350 W	CROCUS	DR	Surprise	AZ	85379
	1/14/2016	1898	DADAGIV ASSISTED LIVING HOME	14350 W	CROCUS	DR	Surprise	AZ	85379
17	1/13/2016	1924	DAHLIA CARE LLC	14941 W	DAHLIA	DR	Surprise	AZ	85379
18	7/29/2015	1996	DAMARIS ASSISTED LIVING HOME LLC	15243 W	POST	DR	Surprise	AZ	85374
	7/29/2015	1996	DAMARIS ASSISTED LIVING HOME LLC	15243 W	POST	DR	Surprise	AZ	85374
19	7/14/2015	94	DOLCE VITA ASSISTED LIVING HOME	15664 N	164TH	LN	Surprise	AZ	85338
20	10/12/2015	185	EMMANUEL ASSISTED LIVING	15453 W	STATLER	CI	Surprise	AZ	85374
21	12/2/2015	948	GENTLE CARE HOME	15240 W	DOLL	LN	Surprise	AZ	85374
	12/9/2015	948	GENTLE CARE HOME	15240 W	DOLL	LN	Surprise	AZ	85374
22	1/20/2016	1886	GOLDEN CARE ASSISTED LIVING	15724 N	168TH	LN	Surprise	AZ	85388
	12/28/2015	1886	GOLDEN CARE ASSISTED LIVING	15724 N	168TH	LN	Surprise	AZ	85388
23	9/25/2015	547	GOLDEN GENERATION / TIMES	13393 W	RIMROCK	ST	SURPRISE	AZ	85374
	9/25/2015	547	GOLDEN GENERATION / TIMES	13393 W	RIMROCK	ST	SURPRISE	AZ	85374
	9/30/2015	547	GOLDEN GENERATION / TIMES	13393 W	RIMROCK	ST	SURPRISE	AZ	85374
	9/17/2015	547	GOLDEN GENERATION / TIMES	13393 W	RIMROCK	ST	SURPRISE	AZ	85374
	8/6/2015	547	GOLDEN GENERATION / TIMES	13393 W	RIMROCK	ST	SURPRISE	AZ	85374
	8/27/2015	547	GOLDEN GENERATION / TIMES	13393 W	RIMROCK	ST	SURPRISE	AZ	85374
24	3/25/2016	2456	Golden Senior Living Llc	13701 N	151ST	AV	Surprise	AZ	85374
25	10/1/2015	474	GOLDEN TIMES ADULT CARE	13387 W	FARGO	DR	Surprise	AZ	85374
26	1/11/2016	2629	Helping-hand Group Home	17043 W	WINDERMERE	WY	Surprise	AZ	85374
27	8/26/2015	1474	LEGACY ASSISTED LIVING	13464 W	COTTONWOOD	ST	Surprise	AZ	85374
	8/26/2015	1474	LEGACY ASSISTED LIVING	13464 W	COTTONWOOD	ST	Surprise	AZ	85374
28	2/9/2016	1968	LORA CARE HOME	11625 N	165TH	AV	Surprise	AZ	85388
29	3/15/2016	1715	LYNNE'S ASSISTED LIVING LLC	17628 W	PERSHING	ST	Surprise	AZ	85388
30	8/4/2015	1852	MARLEY PARK CARE HOME	13024 N	154TH	LN	Surprise	AZ	85379
	3/25/2016	1852	MARLEY PARK CARE HOME	13024 N	154TH	LN	Surprise	AZ	85379
31	8/26/2015	2312	MARYBELA'S LOYAL CARE	17575 W	EVANS	DR	Surprise	AZ	85374
32	9/29/2015	1154	MERIDIAN ASSISTED LIVING HOME	14320 W	MANDALAY	LN	Surprise	AZ	85379
	9/17/2015	1154	MERIDIAN ASSISTED LIVING HOME	14320 W	MANDALAY	LN	Surprise	AZ	85379
33	4/1/2016	1756	MILA'S SENIOR CARE HOME	14221 N	136TH	LN	Surprise	AZ	85379
34	8/13/2015	1627	MOONLIGHT MANOR ASSISTED LIVING	15129 W	PARADISE	LN	Surprise	AZ	85374
	8/4/2015	1627	MOONLIGHT MANOR ASSISTED LIVING	15129 W	PARADISE	LN	Surprise	AZ	85374
35	2/22/2016	1096	MY PARENTS PARADISE	14549 W	ST MORITZ	LN	Surprise	AZ	85379

	2/22/2016	1096	MY PARENTS PARADISE	14549 W	ST MORITZ	LN	Surprise	AZ	85379
36	3/23/2016	916	ORTIZ SUNNYSIDE ASSISTED LIVING	14785 W	WINDROSE	DR	SURPRISE	AZ	85379
	3/2/2016	916	ORTIZ SUNNYSIDE ASSISTED LIVING	14785 W	WINDROSE	DR	SURPRISE	AZ	85379
37	9/17/2015	2353	Paradise Life Care Llc	14722 W	EVANS	DR	Surprise	AZ	85379
	9/16/2015	2353	Paradise Life Care Llc	14722 W	EVANS	DR	Surprise	AZ	85379
38	10/29/2015	1349	PEACHTREE ASSISTED LIVING	15550 W	CAMERON	DR	Surprise	AZ	85379
39	8/12/2015	171	REDFIELD ASSISTED LIVING HOME	15978 W	REDFIELD	RD	Surprise	AZ	85379
40	12/14/2015	1912	ROSEVIEW ASSISTED LIVING	14616 N	GIL BALCOME		Surprise	AZ	85379
41	2/25/2016	226	ROYAL CARIBBEAN ASSISTED LIVING HOME	15844 W	CARIBBEAN	LN	Surprise	AZ	85379
42	8/31/2015	1449	ROYAL OAK ASSISTED LIVING HOME	25661 N	DESERT MESA	DR	Surprise	AZ	85387
	9/2/2015	1449	ROYAL OAK ASSISTED LIVING HOME	25661 N	DESERT MESA	DR	Surprise	AZ	85387
43	9/1/2015	2386	ROYAL OAK ASSISTED LIVING II	25786 N	DESERT MESA	DR	Surprise	AZ	85387
44	3/2/2016	173	ROYAL PARADISE LLC	15257 N	135TH	DR	Surprise	AZ	85379
	3/23/2016	173	ROYAL PARADISE LLC	15257 N	135TH	DR	Surprise	AZ	85379
45	1/7/2016	1759	SACRED HEART DIVINE MERCY ASSIST'D LVG	18475 W	BANFF	LN	Surprise	AZ	85388
46	3/14/2016	176	SERENITY CARE HOME	13365 W	BANFF	LN	Surprise	AZ	85379
	3/7/2016	176	SERENITY CARE HOME	13365 W	BANFF	LN	Surprise	AZ	85379
47	9/16/2015	1272	STERLING LOVING HOME CARE	18426 W	MARCONI	AV	Surprise	AZ	85388
	10/7/2015	1272	STERLING LOVING HOME CARE	18426 W	MARCONI	AV	Surprise	AZ	85388
48	8/25/2015	1045	SUN CREEK #2 @ KENLY FARMS	14245 W	POINSETTIA	DR	Surprise	AZ	85379
	8/4/2015	1045	SUN CREEK #2 @ KENLY FARMS	14245 W	POINSETTIA	DR	Surprise	AZ	85379
49	8/25/2015	277	SUN CREEK @ SURPRISE FARMS LLC	16437 N	169TH	DR	Surprise	AZ	85388
	8/4/2015	277	SUN CREEK @ SURPRISE FARMS LLC	16437 N	169TH	DR	Surprise	AZ	85388
50	2/4/2016	204	Sunrise Adult Care Home 2	16768 W	BRISTOL	LN	Surprise	AZ	85374
	2/25/2016	204	Sunrise Adult Care Home 2	16768 W	BRISTOL	LN	Surprise	AZ	85374
	3/17/2016	204	Sunrise Adult Care Home 2	16768 W	BRISTOL	LN	Surprise	AZ	85374
51	12/6/2015	1861	SUNSHINE ADULT CARE HOME	15341 N	183RD	DR	Surprise	AZ	85388
52	11/18/2015	2001	SUNSHINE RESIDENTIAL HOMES GREER HOUSE	15873 W	MERCER	LN	Surprise	AZ	85374
53	10/15/2015	864	SUNSHINE RESIDENTIAL CARE HOME	16829 W	NORTHAMPTON	RD	SURPRISE	AZ	85388
	12/3/2015	864	SUNSHINE RESIDENTIAL CARE HOME	16829 W	NORTHAMPTON	RD	SURPRISE	AZ	85388
54	11/18/2015	2206	SUNSHINE RESIDENTIAL HOME SURPRISE	14164 W	LISBON	LN	Surprise	AZ	85379
55	11/18/2015	2021	SUNSHINE RESIDENTIAL HOMES CACTUS HOUSE	15017 N	MERCER	LN	Surprise	AZ	85374
56	11/18/2015	2205	SUNSHINE RESIDENTIAL HOMES HEARN HOUSE	14250 W	HEARN	RD	Surprise	AZ	85374
57	11/18/2015	2020	SUNSHINE RESIDENTIAL HOMES JENAN HOUSE	14186 W	JENAN	DR	Surprise	AZ	85374

	12/2/2015	2020	SUNSHINE RESIDENTIAL HOMES JENAN HOUSE	14186 W	JENAN	DR	Surprise	AZ	85374
58	11/18/2015	2018	SUNSHINE RESIDENTIAL HOMES SIERRA HOUSE	15301 N	183RD	DR	Surprise	AZ	85374
59	1/13/2016	2335	SURPRISE FARMS ASSISTED LIVING	18260 W	BECK	LN	Surprise	AZ	85388
60	2/8/2016	1578	SUSAN CARE HOME	15842 W	MERCER	LN	Surprise	AZ	85374
61	2/22/2016	1611	TENDER LOVING CARE HOME 1	14239 W	CHARTER OAK	DR	Surprise	AZ	85379
	3/10/2016	1611	TENDER LOVING CARE HOME 1	14239 W	CHARTER OAK	DR	Surprise	AZ	85379
62	1/25/2016	1128	VENUS ASSISTED LIVING HOME	15226 W	BECKER	LN	Surprise	AZ	85379
	2/17/2016	1128	VENUS ASSISTED LIVING HOME	15226 W	BECKER	LN	Surprise	AZ	85379
63	8/4/2015	2415	VIP ASSISTED LIVING	15441 W	BECKER	LN	Surprise	AZ	85379
	3/25/2016	2415	VIP ASSISTED LIVING	15441 W	BECKER	LN	Surprise	AZ	85379

Notice of Intent

Pursuant to Arizona Revised Statutes (A.R.S) § 9-499.15 notice is hereby given that the City of Surprise intends to discuss and take action to establish a new residential assisted living fee at the Regular City Council Meeting on Tuesday, December 6, 2016 at 6:00 p.m. at the Surprise City Council Chambers, 16000 N. Civic Center Plaza Surprise, AZ 85374. A schedule of the proposed fee including the amount of the fee and a written report or data that supports the fee is available on the City's website located at <https://www.surpriseaz.gov/> and at the City Clerk's Office, 16000 N. Civic Center Plaza Surprise, AZ 85374.

Additional information may be obtained by contacting Tom Abbott, Fire Chief at (623) 222-5000.

Treat and Refer Fee Report

Surprise Fire-Medical Department

The Surprise Fire-Medical Department is requesting the adoption of the Treat and Refer Fee in the amount of \$203.80. The Arizona Department of Health Services (ADHS), Bureau of EMS and Trauma (BEMST) System, established the Treat and Refer Recognition Program which is the result of months of collaboration between ADHS, the Arizona Health Care Cost Containment System (AHCCCS) and various participating EMS stakeholders.

AHCCCS Fee-For-Service (FFS) has proposed and published the same rate of \$203.80 for treat and refer services to go into effect beginning October 1, 2016 for any agency that registers as a participating Treat and Refer provider. SFMD plans to register as a Treat and Refer provider. The department is already providing this service at no cost to the citizens. These services do not need to be provided by an ambulance but can be provided by any responding emergency apparatus such as SFMD currently does with their engines, ladders and ladder tenders. Currently, SFMD is providing these services citywide in all first due areas as needed from all apparatus. This program would allow the department the opportunity to invoice AHCCCS covered patients for supplies and services rendered on scene at the proposed rate. Such patients may be diabetic or asthmatic patients that needed immediate treatments with medications, IV's or supplies but not necessarily transportation to a hospital. The program does have protocols that would need to be adhered to as well as training requirements but the department is already meeting these criteria with current ongoing educational requirements for EMT's and Paramedics. The program also requires the participating agency be at "Premiere EMS Agency" status by DHS to which SFMD currently is. The Arizona Treat and Refer Program is a safe, monitored, community specific and clinically grounded effort to enhance the healthcare initiatives statewide. If other insurance carriers enroll in the program in the future, SFMD will be poised to also bill for these services.

Purpose for the Program and the Fee:

- Recognize EMS agencies that demonstrate optimal patient safety and quality of care by matching treatment, transport, and care destination options to the needs of the patient.
- Provide EMS agencies the opportunity to seek cost recovery in the form of billing AHCCCS plan administrators for treat and refer services.

Currently SFMD's payor mix in their ground ambulance program has 20.2% AHCCCS patients. In 2015, that would have resulted in approximately 194 patients or \$39,537.20 that could have been used to offset the medical supply costs used on those calls as well as some of the operational costs. SFMD will only recover what AHCCCS has approved so we would like to adopt this fee to be able to take advantage of the program early in its inception. SFMD currently has all the requirements and services in place as they have been providing this service for years; AHCCCS has just not had a previously approved fee structure in place to reimburse for the services. We have included the rates as they are dictated by ADHS per below to ensure flexibility should the patient be referred to another agency other than a hospital in the future.

Description	Fee
Response and Treatment, No Transport	\$203.80
Treat at home, refer to PCP/specialist	\$203.80
Treat at home, refer to Crisis Response	\$203.80
Treat at home, refer to BH Provider	\$203.80
Treat at home, refer to Urgent Care	\$203.80

Additional information on the Arizona Treat and Refer Program can be obtained at:

<https://www.azahcccs.gov/PlansProviders/NewProviders/treatandrefer.html>

Notice of Intent

Pursuant to Arizona Revised Statutes (A.R.S) § 9-499.15 notice is hereby given that the City of Surprise intends to discuss and take action to establish a new Treat and Refer fee at the Regular City Council Meeting on Tuesday, December 6, 2016 at 6:00 p.m. at the Surprise City Council Chambers, 16000 N. Civic Center Plaza Surprise, AZ 85374. A schedule of the proposed fee including the amount of the fee and a written report or data that supports the fee is available on the City's website located at <https://www.surpriseaz.gov/> and at the City Clerk's Office, 16000 N. Civic Center Plaza Surprise, AZ 85374.

Additional information may be obtained by contacting Tom Abbott, Fire Chief at (623) 222-5000.

RESOLUTION # 2016-92

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ESTABLISHING A NEW RESIDENTIAL ASSISTED LIVING FIRE INSPECTION FEE AND A NEW TREAT AND REFER FEE

WHEREAS, it is necessary that the City of Surprise establish a new fee related to residential assisted living fire inspections and a new fee related to treat and refer services provided within the City and its surrounding jurisdictions;

WHEREAS, the City of Surprise Fire-Medical Department intends to continue providing services related to residential assisted living fire inspections and treat and refer medical treatment;

WHEREAS, the establishment of these two new fees will allow the affected department to recover operational and supply costs;

WHEREAS, the City has statutory authority to assess both of these fees and notice has been provided consistent with state law;

WHEREAS, per the City of Surprise Comprehensive Financial Management Policies adopted by Council Resolution #2016-81 on June 21, 2016, user fees and charges will be examined periodically;

WHEREAS, the City of Surprise comprehensive citywide fee schedule was adopted by Council Resolution #2016-62 on May 4, 2016; and

WHEREAS, the City of Surprise also wishes to update the comprehensive citywide fee schedule with the two new fees.

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

Section 1. The new Residential Assisted Living Fire Inspection fee is authorized and established as identified in *Exhibit A* and shall become effective December 12, 2016.

Section 2. The new Treat and Refer fee is authorized and established as identified in *Exhibit A* and shall become effective December 12, 2016.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-92
Exhibit A

	Current Amount	Proposed Amount	
Response and Treatment, No Transport	\$ -	\$203.80	Per Incident
Treat at home, refer to PCP/specialist	\$ -	\$203.80	Per Incident
Treat at home, refer to Crisis Response	\$ -	\$203.80	Per Incident
Treat at home, refer to BH Provider	\$ -	\$203.80	Per Incident
Treat at home, refer to Urgent Care	\$ -	\$203.80	Per Incident
Inspection fee for residential group homes, nursing care, supervisory care, behavioral health and assisted living facilities	\$ -	\$150.00	Per Inspection



Inspection and Treat and Refer Fees



SFMD is proposing two fees for:

- **Residential assisted living fire code inspection of \$150 per facility**
- **Treat and refer of low acuity AHCCCS or Medicaid patients**



Residential assisted living fire code inspection:

- **Consistent with adjoining communities**
- **Covers the cost of an inspection that requires 1.5 to 2.0 hours to complete**



Residential assisted living fire code inspection:

- **Consistent with adjoining communities**
- **Covers the cost of an inspection that requires 1.5 to 2.0 hours to complete**



Treat and Refer fee:

- **Allows SFMD to bill \$203.80 to Medicaid for medical treatments that do not require hospital transport**
- **Example patients include diabetics and asthmatics**



Comments & Questions

Thank you!



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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Council Meeting Date:	December 6, 2016	Contact Person:	Deputy City Manager Nicole Lance
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to adoption of the City's 2016 State Legislative Agenda.

Motion:

I move to approve the City's 2016 State Legislative Agenda.

Background:

Each year, the State Legislature considers thousands of bills and amendments, many of which impact municipal operations. Staff will continue to brief Council throughout the session and seek direction regarding important bills and amendments. However, in order to prioritize and guide staff efforts, it is recommended that Council endorse familiar, but still critical, guiding principles as our legislative priorities for this year to provide ongoing direction to staff. These priorities include maintaining and protecting shared, diverse revenues; opposing unfunded mandates; preserving local authority; and promoting sustainability throughout municipal operations.

The proposed 2017 Legislative Agenda is outlined in the attached document.

The proposed Agenda is very similar to the Agenda for 2016 with two minor changes:

- 1) Under the Fiscal Sustainability section, it is proposed that the following sub-bullet be included, "Partnerships: Pursue solutions that will provide for enhanced use of partnerships with the public and private sector to help municipalities efficiently develop and maintain public infrastructure."
- 2) Small addition to the existing language under the Public Safety Section to include language regarding support of public safety personnel.

Item 1 is recommended for addition to provide the flexibility needed to pursue improvements to existing public-private-partnership (P3) legislation. Arizona P3 law is currently limited in scope and thus does not enable the use of P3s in other areas where they are commonly used in other states, such as education, hospitals and healthcare, justice and corrections, energy, housing, and water. Modification of the existing P3 statute could play a significant role in helping governments efficiently develop and maintain public infrastructure.

Item 2 is recommended to provide the flexibility to pursue solutions to the identified problem that exists with the limitation or penalty in accessing Public Safety Personnel Retirement System (PSPRS) retirement benefits as the member is transitioning into a job reassignment as an accommodation under the Americans with Disabilities Act (ADA).

As previously discussed with the Council, aside from the general Legislative Agenda, the City has successfully proposed two resolutions which were unanimously adopted by the League of Arizona Cities and Towns: the Economic Development Reimbursement Authority economic development incentive tool and the solution to the PSPRS/ADA issue identified above. Although these were proposed by Surprise and will be a core focus area during the upcoming session, the Legislative Agenda itself remains as recommended in order to provide the maximum amount of flexibility and direction.

Once approved by the Mayor and Council, the agenda will define the City's State Legislative priorities and guide the City's activities at the State Legislature. As bills are introduced and debated, the agenda will evolve with input from Council. The legislative session will commence in January 2017.

Objective Analysis:

The Council has discussed legislative agenda priorities throughout the Fall of 2016 and has been briefed on the League of Cities and Town's municipal resolutions. The League of Arizona Cities and Towns is the City's primary partner providing representation on legislative issues.

This proposed legislative agenda incorporates the broad categories of policy priorities as previously discussed with the Council. Specific issues for our community will be addressed on an issue-by-issue basis within the general guidance of the legislative agenda once adopted.

Policy Compliant:

Adoption of the State Legislative Agenda is consistent with Council's past practice of annually adopting an agenda guiding legislative principles.

Financial Impact:

The adoption of the City's 2016 State Legislative Agenda does not have a financial impact. However, future actions by the Legislature can have an impact on the City's financial position.

Budget Impact:

The adoption of the City's 2016 State Legislative Agenda does not have a budget impact. However, future actions by the Legislature can have an impact on the City's budget.

FTE Impact:

The number of full time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

Click to download

☐ [2017 Legislative Agenda](#)



COMMUNITY ADVOCACY, SUSTAINABLE SOLUTIONS

Background

The City of Surprise Council and staff are committed to ensuring Surprise residents live and work in a dynamic community with quality and efficient services. This report describes the City's legislative agenda for the Second Regular Session of the 52nd Arizona State Legislature.



LEGISLATIVE PRINCIPLES AND PRIORITIES

Approach

Partnerships, intentional engagement. Surprise will maintain an intentional level of engagement with our partners at all levels in order to best leverage resources to meet the needs of the community. Strategic partnerships, a proactive approach, and a spirit of responsiveness will characterize our approach when working with our partners and working to resolve issues.

Local Authority

Preserve our right to maintain local authority and autonomy in meeting the needs of our community. Cities and towns are established voluntarily by people living in communities in order to foster economic activity and deliver services that protect public health, safety and quality of life. Surprise must continue its work to help foster the economy and create quality of life for the community. The City supports the protection of local control and decision-making authority while opposing any attempts to erode this control through preemptions or mandates.

Fiscal Sustainability

Preservation of shared revenues. The City's budget includes revenue from a number of State sources; most importantly, shared revenues from state income, sales, and vehicle license taxes. Shared revenues make up approximately 30% of the City's general fund. A diverse and sustainable revenue stream with predictable sources is critical for the City's financial well-being. Surprise supports the protection and full disbursement of shared revenues and a diverse revenue portfolio based on sustainable, predictable revenue sources.

Unfunded mandates. The City opposes unfunded state mandates placed on local jurisdictions and encourages the Legislature to evaluate the fiscal impact such mandates will have on communities prior to considering the issue.

Partnerships: Pursue solutions that will provide for enhanced use of partnerships with the public and private sector to help municipalities efficiently develop and maintain public infrastructure.

Economic Development.

Retention and diversification of economic development tools. The City supports any effort to enhance the range of economic development funding mechanisms. Surprise relies on numerous tools to recruit, retain, and attract economic development opportunities. The City supports efforts to maintain and enhance the economic development mechanisms available to create future economic vitality and opposes any attempts to limit or prohibit Surprise's ability to execute economic development projects.

Land Use Planning.

Local authority and sustainable growth. The City supports maintaining local authority in land use planning issues and supports legislative efforts that promote sustainable growth. Surprise promotes the preservation of local authority to set land use policies and supports citizen involvement in the planning processes. The City opposes legislation that would restrict a municipality's ability to develop under-performing areas.

Public Safety.

Planning, emergency response, enhance public safety, support personnel. Surprise supports initiatives to preserve and enhance the ability of local governments to strategically plan for and respond to emergencies and properly support public safety personnel. The City supports legislation that enhances public safety and protection from criminal activity while maintaining vigilance in the protection of individual rights.

Transportation.

Regional coordination, local control. The City supports legislation that advances the planning, design, financing and construction of transportation infrastructure and supports regional coordination in planning while opposing efforts that limit local control in the transportation decision-making process. Surprise supports the voter-approved Proposition 400 and opposes efforts to hinder the implementation of the Regional Transportation Plan while also supporting efforts that grant municipalities additional ability to provide for transportation improvements.

Environmental Resources.

Sustainability, stewardship. The City supports efforts that ensure the wise use of natural resources and promotes environmentally sensitive and sustainable development. Surprise advocates for water resource stewardship.

Military Preservation.

Partnership and support. The City recognizes the importance of preserving the mission viability of Luke Air Force Base and the importance of the base to our national security interests, state and local economies, and to the retirees who rely on Luke for services. Surprise will continue to be involved in protecting the mission of Luke through community support activities as well as any legislation that strengthens local efforts to protect the base from encroachment, supports compatible land uses, and ensures the capability for future missions.

Questions? Contact Nicole Lance, Deputy City Manager

Nicole.Lance@surpriseaz.gov Office: 623.222.1030 Cell: 480.220.1076



CITY OF SURPRISE
Regular City Council Meeting

December 6, 2016 @ 6:00:00 PM

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Council Meeting Date:	December 6, 2016	Contact Person:	Robert Wingo, City Attorney
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to enter into Executive Session to discuss and consider the Annual Performance Evaluations and 2016 position objectives for the City Manager and City Clerk pursuant to A.R.S. 38-431.03 (A) (1).

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

[Click to download](#)

No Attachments Available