



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

Tuesday, November 1, 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:

District Citywide [2016 Election Update](#)

None
Sherry Ann
Aguilar

- 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 6 [Consideration and action on a request by Andrea Lewkowitz on behalf of Digiplex Surprise 14 IMAX for a Person/Location Transfer/LLC - Liquor License #07070183 located at 13649 N.](#)

None
Sherry Ann
Aguilar, City

Litchfield Road, Surprise, AZ. 85379.

Clerk

2. District Citywide Consideration and action on the minutes of October 18, 2016 Regular City Council Meeting. None
Sherry Ann Aguilar,
City Clerk
3. District 1 Consideration and action declaring the City's intention to create the City of Surprise, Arizona, Desert Oasis - Cortana Parcel L6 #153 Lighting Improvement District pursuant to A.R.S. 48-616; Resolution # 2016-133. None
Karl Zook,
Public Works
Department
4. District 6 Consideration and action pertaining to approval of Re-Plat entitled "Final Plat For Marley Park Legacy Charter School Expansion" dated September 30, 2016; Resolution #2016-145. None
Robert Kuhfuss,
Community Development
5. District 6 Consideration and action pertaining to approval of a corrective final plat entitled "Corrected Plat for Lots 1110 and 1111 of Marley Park Parcel 1" dated September 13, 2016; Resolution # 2016-144. None
Robert Kuhfuss,
Community Development
6. District Citywide Consideration and action pertaining to a fiscal year 2017 budget amendment reallocating appropriations in the amount of \$50,000 to reflect acceptance of the FFY2016 Homeland Security CBRNE Sustainment Grant awarded to the Surprise Police Department by the Arizona Department of Homeland Security (AZDOHS); Resolution # 2016-128. None
Geoffrey Leggett,
Assistant Police Chief
7. District Internal Consideration and action pertaining to approval of the Subrecipient Agreement with the Arizona Department of Homeland Security; accepting grant funding in the amount of \$50,000 in support of the Urban Area Security Initiative (UASI); and an amendment to FY2017 budget by reallocating appropriations of \$50,000 within Grants & Contingency Fund; Resolution # 2016-136. None
Chief Tom Abbott
8. District Internal Consideration and action pertaining to an amendment to the fiscal year 2017 budget by reallocating appropriations of \$20,000 from the Grants Fund to the Donations Fund for the Human Service & Community Vitality Department (HSCV), Community Resources Division; Resolution # 2016-137. None
Seth Dyson,
Human Service & Community Vitality

Regular Agenda Item - Public Hearing:

9. District 1 Consideration and action pertaining to a Rezone of the Surprise Village Marketplace Planned Area Development (PAD) to provide development standards and allowing for Self-Storage and Recreational Vehicle (RV) storage; Ordinance # 2016-30. None
Hobart Wingard -
Community Development

Regular Agenda Item - Non-Public Hearing:

10. District Citywide Consideration and action pertaining to approval of Neighborhood None

Grant Program awards as recommended by the Committee on Community Outreach, Partnerships, and Grants for the fiscal year 2016-2017 Neighborhood Grant Applications.

Seth Dyson,
Human
Service &
Community
Vitality

11. District Citywide Consideration and action on a fiscal year 2016 budget amendment reallocating appropriations from various funds required to close the fiscal year 2016 budget; Resolution 2016-106.

None
Lindsey
Duncan,
Finance
Director

12. District Citywide Consideration and action pertaining to a fiscal year 2017 budget amendment reallocating appropriations from various funds which are dependent on fiscal year 2016 expenditure estimates and adjusting budget authority; Resolution # 2016-141.

None
Lindsey
Duncan,
Finance
Director

13. District Citywide Consideration and action pertaining to an amendment to the fiscal year 2017 budget to reallocating appropriations of \$292,800 and \$299,500 within the Ground Ambulance Fund for the purpose of expansion of service and receipt of revenue respectively; and authorizing 6.5 new full-time equivalents in the Fire-Medical Department; Resolution # 2016-130.

None
Chief Tom
Abbott

14. District Citywide Discussion pertaining to an update from the Economic Development Department regarding planned celebratory activities and promotions anticipated for the reopening of Bell Road following the project road closure for the past eight months.

No Action
Jeanine
Jerkovic,
Economic
Development
Director

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or

- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

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

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: October 27, 2016 at 1:15 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

November 1, 2016 @ 6:00:00 PM

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Council Meeting Date: November 1, 2016

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: 6

Staff Recommendations: None

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on a request by Andrea Lewkowitz on behalf of Digiplex Surprise 14 IMAX for a Person/Location Transfer/LLC - Liquor License #07070183 located at 13649 N. Litchfield Road, Surprise, AZ. 85379.

Motion:

I move to approve a request by Andrea Lewkowitz on behalf of Digiplex Surprise 14 IMAX for a Person/Location Transfer/LLC - Liquor License #07070183 located at 13649 N. Litchfield Road, Surprise, AZ. 85379.

Background:

No concerns noted for this request, all departmental reports are available in the City Clerk's Office for review.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [Fire Report](#)



Surprise Fire-Medical Department

14250 W. Statler Plaza Ste. 101

Surprise, AZ 85374-7479

Phone: 623-222-5000

Fax: 623-222-5001



October 18, 2016

To: Sherry Ann Aguilar, City Clerk

From: James Whitehead, Fire Inspector

Subject: Liquor License Application

Applicant: Digiplex Surprise 14 IMAX
13649 N Litchfield Rd
Surprise, Arizona 85379

The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time. We recommend approval of the liquor license.

If you have any questions feel free to contact me.

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



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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Council Meeting Date: November 1, 2016

Contact Person: Sherry Ann Aguilar, City Clerk

Submitting Department:

District: Citywide

Staff Recommendations: None

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the minutes of October 18, 2016 Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [Minutes](#)

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

Tuesday, October 18, 2016 @ 06:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 p.m. Surprise City Hall Council Chamber 16000 North Civic Center Plaza Surprise, Arizona 85374 , on **Tuesday, October 18, 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 City Manager, Bob Wingenroth, City Attorney, Robert Wingo, and City
Present: Clerk, Sherry Ann Aguilar.

National Anthem by Brooklyn Ball, 5th grader at Legacy Traditions.

Pledge of Allegiance

Proclamation and Community Acknowledgements

A proclamation recognizing October as Disability Employment Awareness Month. Mayor Sharon Wolcott will present the proclamation to representatives from One Step Beyond, Benevilla and the City of Surprise Human Service & Community Vitality Department.

City Manager Report

Presentation and discussion pertaining to an update on the Bell and Grand construction project.

Economic Development Director, Jeanine Jerkovic gave an update on the Bell/Grand Project; there are 34 days to go before opening the overpass she announced events coming up for the area.

Regular City Council Meeting Minutes – October 18, 2016 – Page 2

Brock Barnhart, ADOT - Opening Bell Road on November 22nd, 2016, we are still on target.

Mike Gent, Public Works Director - MSE walls, are complete on the Bell Road approaches, there is significant progress on this project.

City Attorney Report

City Clerk Report

Election report

Consent Agenda

1 – Consideration and action on the Final Plat entitled, "Replat of Parcel 20-L, Surprise Village At West Point Towne Center", subdividing Parcel 20-L of Surprise Village at West Point Towne Center into two (2) parcels, Parcel 20-P and Parcel 20-Q, a property located north of Bell Road and east of Litchfield Road - APPROVED

2 – Consideration and action on the minutes of October 4, 2016 Special City Council Meeting; Regular Work Session and Regular City Council Meeting - APPROVED

Council Member Winters made the motion to approve the consent agenda. Council Member Hall seconded the motion. Six yes votes, one vacancy (District 2). Motion carried.

Regular Agenda Item - Non-Public Hearing

3 – Consideration and action to appoint Jim Hayden to serve the remainder of the term for District 2 Councilmember due to resignation with a term expiration of December 31, 2016, and direct the City Clerk to issue the Oath of Office - APPROVED

Council Member Tande made the motion to approve the appointment of Jim Hayden to serve the remainder of the term for District 2 Council Member due to resignation with a term expiration of December 31, 2016 and direct the City Clerk to issue the Oath of Office. Council Member Hall seconded the motion. Six yes votes, one vacancy (District 2). Motion carried.

Regular City Council Meeting Minutes – October 18, 2016 – Page 3

City Clerk Aguilar issued the Oath of Office for Council Member Hayden and joined Council on the dais.

4 – Consideration and action to appoint Dennis Bash and Gisele Norberg to fill two vacancies on the Planning & Zoning Commission with a term expiration of June 30, 2019 for both vacancies and direct City Clerk Aguilar to administer the Oath of Office - APPROVED

Council Member Winters made the motion to appoint Dennis Bash and Gisele Norberg to fill two vacancies on the Planning and Zoning Commission with a term expiration of June 30, 2019 and direct the City Clerk Aguilar to administer the Oath of Office. Council Member Hall seconded the motion. Seven yes votes. Motion carried.

City Clerk Aguilar administered the Oath of Office for Dennis Bash.

5 – Consideration and action authorizing funding to Thunderbird Artists in an amount not to exceed \$30,000 and amending the budget for FY2017 Surprise Fine Art and Wine Festival as recommended by the Tourism Advisory Commission; Resolution #2016-127 - APPROVED

CRS Assistant Director, Donna Miller introduced DeAngelo Hall.

Council Member Winters - I thought this event was going to take place for 3 years, and now we are at year 5, what changed?

DeAngelo Hall - Year after year it has shown progress and the event is growing.

CRS Director, Mark Coronado - The Council has expressed an interest for more events, watched channel 12 news that listed events taking place throughout the valley. We need to invest in these types of events and activities. The Thunderbird Artists have come forward for the past 5 years asking for support, even though it was supposed to be self-sustaining, but still needs to grow. This is tourism bed tax revenue, and we ask you to support this event. Each year the stipend has decreased over time.

Mayor Wolcott - Do you have the year after year growth for Council to view?

Mr. Coronado - We are up to around 5,000 today, will draw more out of town visitors which will increase hotel and restaurant use.

Council Member Villanueva - These people will use our hotels and restaurants, and this will sustain the art show.

Regular City Council Meeting Minutes – October 18, 2016 – Page 4

Council Member Hall - The first show had around 40 artists, and a few food booths, now we have 72 artists and 14 food booths. The feedback was tremendously positive.

Council Member Williams made the motion to approve Resolution 2016-127. Council Member Villanueva seconded the motion. Six yes, votes, one no vote (Winters). Motion carried.

6 – Presentation and discussion on recording a blank petition to begin the process of annexing lands within a County island generally bound by the Acoma Drive to the north, Cactus Road to the South, 175th Avenue to the West and Cotton Lane to the East - NO ACTION

Community Development Director, Eric Fitzer gave a powerpoint overview regarding this item.

Mayor Wolcott - This is simply a cleanup of County islands within our City boundaries.

Council Member Williams - What if we wanted to go larger and to the North of Waddell, what would be the process? Sounds like we should move forward with what you have now, and look at the other areas off of Waddell, since the property owners have expressed interest in annexation in the past.

Council Member Winters - These County islands are a problem, particularly in my District, most residents think they are in the City, and they are not. When did you submit this report? What is the process?

Council Member Hall - I am really concerned about the parking issues for this area. Anything we can do to not have them parking in Sara Ann Ranch?

Council Member Tande - Would we be able to do an MOU with the County? I would like to start with that if possible. I would like to include the property to the North as well as a package deal. I am for whatever the easiest way is, so there is no confusion for the residents.

Council Member Williams - 175th Avenue, we are talking about homes for this area, what are the plans for this area? What does this look like in terms of traffic?

Other Business

Council Members Hall and Williams - requested a detailed plan of events for the Bell/Grand overpass opening for November 1st.

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Mayor and Council Reports

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

Council Member Hall - Caliber Collision Grand Opening; Honda Grand Opening; send out congrats to the Water Resources Director, Terry Lowe - Outstanding Leadership Award.

Council Member Villanueva - Congratulate Mark and staff on the Fiesta this weekend, it was a very successful event, the residents enjoyed it. A week ago, Councilman Hall and myself bought pizzas for all the workers at Bell/Grand, 125 workers, they were very thankful.

Council Member Winters - Caliber Motors great event; Fiesta Event; Honda Grand Opening, huge project.

Council Member Williams - Next Wed., October 26th District 3 HOA Meeting - address common problems, issues, etc., Main topic for last meeting was parking.

Council Member Hayden - Absolutely stunned that I am here. Looking forward to serving on Council.

Mayor Wolcott - I think we all have been looking forward to progress in our City; events taking place with openings of new businesses, water campus, Council's education vision coming into focus; groundbreaking at Westmec. Mayor thanked our staff, trying to put together that last parcel of land was difficult, but couldn't have happened without their assistance. Mayor also thanked Mark for a very successful Fiesta Grande, this is a very important event for our community. Governor's Office sent a representative to honor our heritage.

Council Member Tande - Hall invited me on behalf of Terry Lowe, Gateway Community College and Water Resources - next Wed..

Council Member Hall made the motion to recess the regular city council meeting at 7:08 and enter into executive session. Council Member Williams seconded the motion. Seven yes votes. Motion carried.

Executive Session

7. Consideration and action to enter into executive session for discussions and consultation with staff in order to consider the City Council's position and instruct staff regarding negotiations for the purchase of real property in the proximate vicinity of the Original Town Site.
8. Consideration and action to enter into executive session for discussions and consultation with staff in order to consider the City Council's position and instruct staff regarding negotiations for the sale or lease of real property in the proximate vicinity of Surprise City Hall and Surprise Stadium pursuant to ARS 38-431.03(A)(7).

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Meeting of October 18, 2016 at 7:42 PM. Council Member Williams 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, October 18, 2016.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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Council Meeting Date:	November 1, 2016	Contact Person:	Karl Zook, Public Works Department
Submitting Department:	Public Works	District:	1
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action declaring the City's intention to create the City of Surprise, Arizona, Desert Oasis - Cortana Parcel L6 #153 Lighting Improvement District pursuant to A.R.S. 48-616; Resolution # 2016-133.

Motion:

I move to approve Resolution # 2016-133.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of equal apportionment taxes based on the number and classification of properties within the district.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Desert Oasis - Cortana Parcel L6 #153 development.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only

one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2017 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2017, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2018, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Resolution 2016-133](#)
 - ☐ [Desert Oasis Cortana SLID Petition](#)
 - ☐ [Desert Oasis Cortana SLID Map Exhibit](#)
-

RESOLUTION # 2016-133

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, DESERT OASIS – CORTANA PARCEL L6 #153 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, DESERT OASIS – CORTANA PARCEL L6 #153 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona Desert Oasis - Cortana Parcel L6 #153 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____ 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



**Legal Description
CORTANA AT DESERT OASIS
Street Light Improvement District
Surprise, Arizona**

Job No. 15-296

June 10, 2016

A portion of the south half of Section 35, Township 5 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at found aluminum cap for the southeast corner of said Section 35 from which a brass cap flush at the intersection of Jomax Road with 173rd Avenue bears South 89 degrees 36 minutes 46 seconds West (an assumed bearing), 1389.13 feet; thence South 89 degrees 36 minutes 46 seconds West, 1389.13 feet along the south line of the southeast quarter of Section 35 to the intersection of Jomax Road with 173rd Avenue and the POINT OF BEGINNING;

thence continue South 89 degrees 36 minutes 46 seconds West, 1242.42 feet along the said south line to a calculated angle point as shown on that Record of Survey for the Maricopa County Geodetic Densification and Cadastral Survey recorded in Book 656, Page 21, Maricopa County Records;

thence South 89 degrees 36 minutes 12 seconds West, 21.14 feet along the south line of said southeast quarter to a found aluminum cap, commonly held for the south quarter corner of said Section 35;

thence South 89 degrees 36 minutes 12 seconds West, 349.77 feet along the south line of the southwest quarter of said Section 35 to the southeast corner of Desert Oasis at Surprise Parcel L5-A as recorded in Book 822, Page 45, Maricopa County Records;

thence North 0 degrees 01 minutes 39 seconds West, 964.89 feet along said east line;

thence North 8 degrees 20 minutes 07 seconds East, 50.25 feet along said east line;

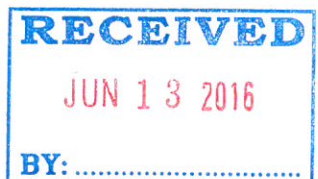
thence North 24 degrees 39 minutes 23 seconds East, 52.34 feet along said east line;

thence North 13 degrees 35 minutes 45 seconds East, 91.97 feet along said east line and the northerly projection thereof to a point on the centerline of Maya Way, as shown on that Desert Oasis at Surprise Lancer parcel – Phase 1 Map of Dedication recorded in Book 819, Page 49, Maricopa County Records, said point being the beginning of a non-tangent curve, concave Northeast, from which the radius point bears North 13 degrees 35 minutes 45 seconds East a distance of 500.00 feet;

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thence Southeasterly 118.89 feet along the arc of said curve to the left and the centerline of Maya Way, through a central angle of 13 degrees 37 minutes 24 seconds;

thence North 89 degrees 58 minutes 21 seconds East, 1353.82 feet along the centerline of said Maya Way;

thence South 10 degrees 49 minutes 04 seconds East, 370.40 feet along the centerline of 173rd Avenue as shown on said Map of Dedication to the beginning of a curve, concave Southwest, having a radius of 1000.00 feet;

thence Southeasterly 181.67 feet along the arc of said curve to the right and the centerline of 173rd Way, through a central angle of 10 degrees 24 minutes 33 seconds;

thence South 0 degrees 24 minutes 31 seconds East, 582.88 feet along the centerline of 173rd Avenue to the POINT OF BEGINNING.

Contains 1,800,088 square feet or 41.3243 acres, more or less.





**Closure Report
CORTANA AT DESERT OASIS
Street Light Improvement District
Surprise, Arizona**

Job No. 15-296

June 10, 2016

North: 21082.2028' East: 17165.6813'
Segment #1: Line
Course: N89°58'21"E Length: 1295.72'
North: 21082.8247' East: 18461.4011'

Segment #2: Curve
Length: 16.26' Radius: 20.00'
Delta: 046°34'53" Tangent: 8.61'
Chord: 15.82' Course: S66°44'12"E
Course In: S00°01'39"E Course Out: N46°33'14"E
RP North: 21062.8247' East: 18461.4107'
End North: 21076.5765' East: 18475.9349'

Segment #3: Curve
Length: 14.58' Radius: 60.00'
Delta: 013°55'25" Tangent: 7.33'
Chord: 14.54' Course: S50°25'18"E
Course In: N46°32'24"E Course Out: S32°36'59"W
RP North: 21117.8474' East: 18519.4862'
End North: 21067.3126' East: 18487.1417'

Segment #4: Curve
Length: 16.26' Radius: 20.00'
Delta: 046°34'47" Tangent: 8.61'
Chord: 15.82' Course: S34°05'37"E
Course In: S32°36'59"W Course Out: N79°11'46"E
RP North: 21050.4666' East: 18476.3615'
End North: 21054.2117' East: 18496.0096'

Segment #5: Line
Course: S10°49'04"E Length: 312.30'
North: 20747.4616' East: 18554.6239'

Segment #6: Curve



Length: 175.32' Radius: 965.00'
Delta: 010°24'34" Tangent: 87.90'
Chord: 175.08' Course: S05°36'47"E
Course In: S79°10'56"W Course Out: N89°35'30"E
RP North: 20566.3445' East: 17606.7729'
End North: 20573.2210' East: 18571.7484'

Segment #7: Line
Course: S00°24'31"E Length: 487.85'
North: 20085.3834' East: 18575.2276'

Segment #8: Curve
Length: 47.14' Radius: 30.00'
Delta: 090°01'17" Tangent: 30.01'
Chord: 42.43' Course: S44°36'07"W
Course In: S89°35'29"W Course Out: S00°23'14"E
RP North: 20085.1695' East: 18545.2283'
End North: 20055.1732' East: 18545.4342'

Segment #9: Line
Course: S89°36'46"W Length: 1198.50'
North: 20047.0734' East: 17346.9616'

Segment #10: Line
Course: S89°36'07"W Length: 349.38'
North: 20044.6462' East: 16997.5900'

Segment #11: Line
Course: N00°01'39"W Length: 899.89'
North: 20944.5361' East: 16997.1581'

Segment #12: Line
Course: N08°20'07"E Length: 50.25'
North: 20994.2553' East: 17004.4426'

Segment #13: Line
Course: N24°39'23"E Length: 52.34'
North: 21041.8232' East: 17026.2775'

Segment #14: Line
Course: N13°35'45"E Length: 56.97'
North: 21097.1968' East: 17039.6696'

Segment #15: Curve

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Length: 127.21' Radius: 535.00'
Delta: 013°37'25" Tangent: 63.91'
Chord: 126.91' Course: S83°12'57"E
Course In: N13°35'45"E Course Out: S00°01'40"E
RP North: 21617.2051' East: 17165.4328'
End North: 21082.2050' East: 17165.6910'

Perimeter: 5099.97' Area: 1,606,775 Sq. Ft.
Error Closure: 0.0099 Course: N77°29'30"E
Error North: 0.00215 East: 0.00970
Precision 1: 514525.25



DESERT OASIS AT SURPRISE
PARCEL L5-A
BOOK 822, PAGE 45, M.C.R.

R=500.00'
Δ=013°37'25"
T=59.73
C=118.61
CHD BRG: S83°12'57"E

W. MAYA WAY
N89°58'21"E 1353.82'

N13°35'45"E 91.97'
N24°39'23"E 52.34'
N8°20'07"E 50.25'

L=181.67'
R=1000.00'
Δ=010°24'33"
T=91.09
C=181.42
CHD BRG: N05°36'47"W

370.40'
S10°49'04"E

N. 173RD AVENUE
S02°24'31"E 582.88'

POINT OF BEGINNING
FOUND BRASS CAP FLUSH

CALCULATED ANGLE POINT
PER GDACS MAP RECORDED
IN BK. 656 PG. 21, M.C.R.

S89°36'12"W
21.14'
349.77'

SOUTH QUARTER CORNER
SECTION 35, T5N, R2W
FOUND ALUMINUM CAP

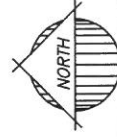
S89°36'46"W 2631.55'

W. JOMAX ROAD

1242.42'

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 35, T5N, R2W
FOUND ALUMINUM CAP

1389.13'



NOT TO SCALE



15-296

CORTANA AT DESERT OASIS
SURPRISE, ARIZONA

STREET LIGHT IMPROVEMENT DISTRICT



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STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

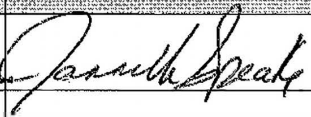
Expenses of the District shall be paid by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District.

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

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

The name of the proposed street light improvements district shall be:
Desert Oasis - Cortana Parcel L6 #153

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
KB HOME PHX INC	17356 W MOLLY LN	5D3-S-(1)+d	



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

AVAILABILITY

This rate schedule is available in those portions of cities, towns and unincorporated communities in which Company does a general retail electric business and where Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered.

APPLICATION

This rate schedule is applicable to service for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities where such service for the entire area is contracted for from the Company by the city, town, other governmental agencies, or a responsible individual for unincorporated communities. Dusk is defined as the time between sunset and full night when a photocontrol senses the lack of sufficient sunlight and turns on the lights. Dawn is defined as the time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

RATES

The bill shall be computed at the following rates for each type of standard facility and/or service utilized to provide street lighting, plus any adjustments incorporated in this schedule:

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	RATES	
				Investment by Company	Investment by Others
A. Acorn	9,500 HPS	100	41	\$ 27.06	\$9.22
	16,000 HPS	150	69	30.04	11.65
	6000 IND	85	29	17.87	4.77
B. Architectural	9,500 HPS	100	41	15.38	7.34
	16,000 HPS	150	69	17.96	9.82
	30,000 HPS	250	99	21.31	12.60
	50,000 HPS	400	153	26.29	18.13
	14,000 MH	175	72	21.51	11.79
	21,000 MH	250	101	24.42	14.54
	36,000 MH	400	159	30.54	20.00
	8,000 LPS	55	30	22.35	9.82
	13,500 LPS	90	50	26.36	11.84
	22,500 LPS	135	72	30.11	14.45
	33,000 LPS	180	90	36.22	17.02
	6,200 IND	85	29	9.40	3.65
	8,400 IND	100	34	9.93	4.05
	10,200 IND	120	41	10.91	4.63
	13,000 IND	150	52	12.05	5.50
	20,500 IND	200	69	13.72	6.84
	22,500 IND	265	91	16.37	8.62
	5,800 LED	94	32	16.53	4.79
	7,400 LED	127	44	18.96	5.89
	12,300 LED	203	70	23.66	8.22



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

				RATES	
	Lumen	Watts	kWh	Investment by Company	Investment by Others
B. Architectural	9,200 LED	139	48	\$23.77	\$6.78
	13,620 LED	202	70	26.45	8.58
	6,400 LED	89	31	16.61	4.73
C. Cobra/Roadway	5,800 HPS	70	29	8.73	5.16
	9,500 HPS	100	41	10.28	6.32
	16,000 HPS	150	69	12.87	8.82
	30,000 HPS	250	99	15.52	11.46
	50,000 HPS	400	153	21.06	16.37
	14,000 MH	175	72	14.97	10.20
	21,000 MH	250	101	17.49	12.69
	36,000 MH	400	159	23.03	17.63
	8,000 FL	100	38	17.20	5.04
	6,200 IND	75	26	9.78	3.50
	6,400 IND	85	29	8.33	3.51
	8,000 IND	88	30	9.72	3.75
	8,400 IND	100	34	9.01	3.93
	10,200 IND	120	41	9.69	4.47
	13,000 IND	150	52	10.67	5.32
	15,250 IND	200	69	12.87	6.73
	22,500 IND	250	86	17.22	8.41
	Gray/Bronze 3,500 IND	55	19	9.75	3.03
	6,000 LED	95	33	15.83	4.76
	8,700 LED	142	49	17.80	6.06
	9,600 LED	157	54	18.94	6.54
	11,600 B-LED	181	62	17.67	6.90
	Gray/Bronze 3,300 LED	43	15	8.36	2.59
	Gray/Bronze 5,300 LED	67	23	9.70	3.29
	Gray/Bronze 8,300 LED	106	37	12.58	4.59
	Gray/Bronze 10,500 LED	130	45	14.00	5.29
	Gray/Bronze 20,000 LED	258	89	24.33	9.54
D. Decorative Transit	9,500 HPS	100	41	37.09	11.11
	16,000 HPS	150	69	36.88	12.41
	30,000 HPS	250	99	42.46	16.02
	5,300 LED	75	26	26.40	5.69
	8,300 LED	100	34	28.27	6.47
	10,500 LED	150	52	30.35	7.91
E. Flood	30,000 HPS	250	99	20.61	12.81
	50,000 HPS	400	153	25.56	17.77
	21,000 MH	250	101	22.00	13.53
	36,000 MH	400	159	26.82	18.35



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

I. FIXTURES (Includes Mounting Arm, if Applicable) (cont):

					Rates	
		Lumens	Watts	kWh	Investment By Company	Investment By Others
F. Post Top	Colonial Gray	8,000 FL	100	38	\$18.54	\$5.23
		9,500 HPS	100	41	10.60	6.65
	Colonial Black	9,500 HPS	100	41	12.21	6.88
	Decorative Transit	9,500 HPS	100	41	32.47	10.24
	Copper Square	6,000 IND	85	29	17.52	4.72
	Gray/Black	8,000 IND	88	30	13.80	4.29
	Gray/Black	4,350 LED	86	30	12.52	4.12
G. FROZEN		4,000 INC	295	103	\$9.78	\$5.47
		7,000 MV	175	73	12.67	7.27
		11,000 MV	250	96	15.87	9.68
		20,000 MV	400	150	24.92	14.12

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II. POLES

			RATES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$12.17	\$1.68
			22 ft.	13.70	1.88
			25 ft.	14.82	2.05
			30 ft.	17.03	2.34
			32 ft.	17.89	2.37
		2 Simplex Adapters	12 ft.	12.98	1.79
			22 ft.	14.91	2.06
			25 ft.	15.55	2.14
			30 ft.	18.07	2.49
			32 ft.	19.28	2.66
	Square Steel	5"	13 ft.	13.95	1.92
			15 ft.	12.47	1.72
			23 ft.	14.79	2.03
			25 ft.	16.26	2.23
			28 ft.	18.05	2.48
			32 ft.	17.95	2.47
Concrete		12 ft.	41.58	5.73	
Fiberglass		12 ft.	35.21	4.85	
Decorative Transit Pedestrian	4"	16 ft.	34.33	4.73	
Decorative Transit	6"	30 ft.	66.28	9.13	
Hinged Poles	Square	15 ft.	13.20	1.08	
	Round	19 ft.	11.93	.97	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	11.71	1.61
			22 ft.	13.24	1.82
			25 ft.	14.35	1.98
			30 ft.	16.58	2.29
			32 ft.	17.41	2.40
		2 Simplex Adapters	12 ft.	12.51	1.72
			22 ft.	13.97	1.92
			25 ft.	15.08	2.07
			30 ft.	17.61	2.42
			32 ft.	18.81	2.59
		3 Bolt Arm	32 ft.	21.62	2.97
		Square Steel	5"	13 ft.	13.50
	15 ft.			13.80	1.89
	23 ft.			14.32	1.98
	25 ft.			15.80	2.19
	28 ft.			17.56	2.42
	32 ft.			18.23	2.50



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II POLES (cont)

		RATES		
		Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel	19 ft.	\$18.42	\$2.54
		30 ft.	14.38	2.66
		38 ft.	17.55	2.73
		Self Support 40 ft.	21.62	3.42
		Stepped 25 ft.	49.72	4.06
			52.36	4.27
			64.99	8.96
	Square Steel	4" 34 ft.	15.87	2.75
		5" 20 ft.	15.07	2.49
			15.71	2.59
			17.05	2.96
		8" 28 ft.	28.45	2.32
			29.74	2.43
	Decorative Transit	41 ft 6 in	20.47	3.01
	Decorative Transit	47 ft.	25.50	3.75
	Steel Distribution Pole (for lighting only)	35 ft.	23.54	3.10
D. Post Top	Decorative Transit Anchor Base	16 ft.	35.07	4.82
	Gray Steel/Fiberglass	23 ft.	12.16	2.00
	Black Steel	23 ft.	13.41	2.21
E. Existing distribution pole suitable for streetlight use			1.48	--
F. FROZEN	Wood Poles	30 ft.	\$8.95	\$1.55
		35 ft.	8.95	1.48

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

		RATES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$9.91	\$1.36
		6 ft.	11.82	2.05
B. Pedestal		8 ft.	13.54	2.36
	For 32' Round Steel Pole only	4 ft. 6"	9.39	1.63



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		RATES
		Company Owned
Underground Circuit Charges:		
a.	Per foot of cable, installed under paving	\$0.15716
b.	Per foot of cable, not installed under paving	0.05589

V. DETERMINATION OF RATES FOR NEW EQUIPMENT

Monthly rates for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above shall be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type								Monthly Fixed Charge Rate
Charge Type	Monthly Charge	=	Cost Inputs		PV Factor			
1	Carrying Cost (fixtures)	=	Equipment Cost (installed)	x	NA	x		1.533%
2	Carrying Cost (poles)	=	Equipment Cost (installed)	x	NA	x		1.449%
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.132	x		1.533%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.082	x		1.449%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.381	x		1.533%
Charge Type	Monthly Charge		kWh Input		\$/kWh			
6	Generation	=	kWh per month	x	0.04023			
7	T&D, RCS, SB	=	kWh per month	x	0.03516			

Step 2 Determination of Total Monthly Charge		
The total monthly charge shall be the summation of the charges for each applicable charge type		
<u>Equipment</u>	<u>Charge Type</u>	
Fixture - IBC	1,5,6,7	
Fixture - IBO	3,5,6,7	
Pole, Anchor Base - IBC	2	
Pole, Anchor Base - IBO	4	



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

TRIP CHARGE

When Company is not the responsible party contracted for the regular maintenance of a street lighting system owned by a city, town or other governmental entity, a \$100.00 trip charge per light will be charged when Customer requests a disconnect and/or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street light equipment. The trip charge will also apply when Customer request disconnect or reconnect for non-maintenance purposes.

ADJUSTMENTS

1. The bill is subject to the Renewable Energy Standard as set forth in the Company's Adjustment Schedule REAC-1 pursuant to Arizona Corporation Commission Decision No. 70313.
2. The bill is subject to the Power Supply Adjustment factor as set forth in the Company's Adjustment Schedule PSA-1 pursuant to Arizona Corporation Commission Decision No. 67744 Arizona Corporation Commission Decision No. 69663, and Arizona Corporation Commission No. 71448, and 73183.
3. The bill is subject to the Transmission Cost Adjustment factor as set forth in the Company's Adjustment Schedule TCA-1 pursuant to Arizona Corporation Commission Decision No. 67744.
4. The bill is subject to the Environmental Improvement Surcharge as set forth in the Company's Adjustment Schedule EIS pursuant to Arizona Corporation Commission Decision No. 69663 and Arizona Corporation Commission Decision No. 73183.
5. Direct Access customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge as set forth in the Company's Adjustment Schedule RCDAC-1 pursuant to Arizona Corporation Commission Decision No. 67744.
6. The bill is subject to the Demand Side Management Adjustment Charge as set forth in the Company's Adjustment Schedule DSMAC-1 pursuant to Arizona Corporation Commission Decision No. 71448.
7. The bill is subject to the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of APS and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

SPECIAL PROVISIONS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.
2. The Company cannot guarantee that streetlighting facilities will always operate as intended. Therefore, the customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by customer; however, if the maintenance requires cable replacement or repairs, the Company shall use reasonable efforts to complete said repairs within twenty (20) working days.
3. The customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

NON-STANDARD FACILITIES

Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.

EXTENSION OF STREET LIGHTING SYSTEM

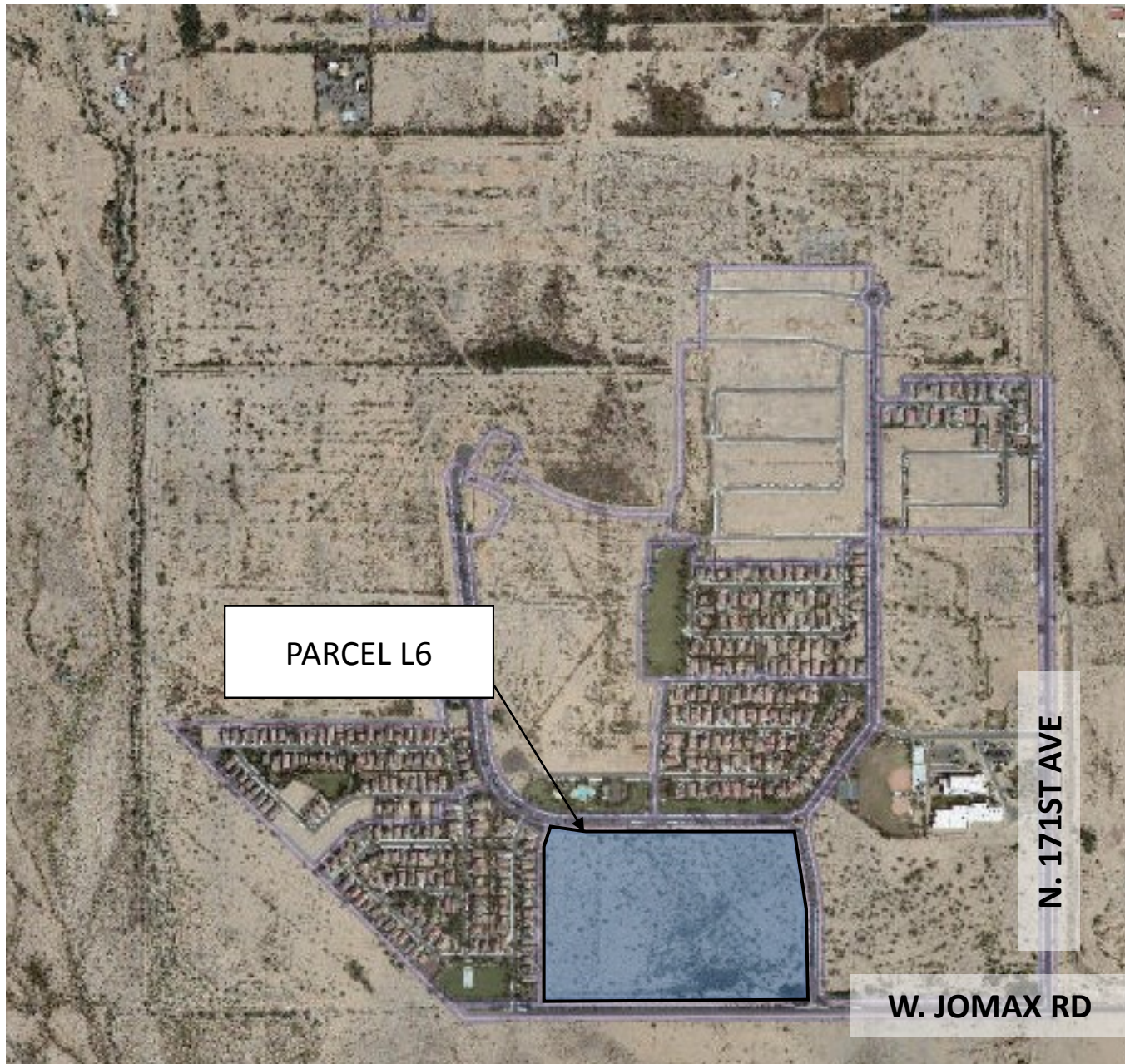
The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the customer. When the extension is underground the customer will provide earthwork as specified in of the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.

Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.

TERMS AND CONDITIONS

Service under this rate schedule is subject to the Company's Schedule 1, Terms and Conditions for Standard Offer and Direct Access Services and the Company's Schedule 10, Terms and Conditions for Direct Access. These schedules have provisions that may affect the customer's bill. In addition, service may be subject to special terms and conditions as provided for in a customer contract or service agreement.

DESERT OASIS PARCEL L6 - Cortana





CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	November 1, 2016	Contact Person:	Robert Kuhfuss, Community Development
Submitting Department:	CD	District:	6
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of Re-Plat entitled "Final Plat For Marley Park Legacy Charter School Expansion" dated September 30, 2016; Resolution #2016-145.

Motion:

I move to approve Resolution # 2016-145.

Background:

On December 16, 2014, the City Council approved the original Final Plat for Marley Park Legacy Charter School. This followed the approval of the Legacy Charter School site plan by the Planning and Zoning Commission on December 4, 2014. The applicant now wishes to re-plat Lot 2 of the original Final Plat in order to accommodate the expansion of the Legacy Charter School campus.

Objective Analysis:

The proposed Re-Plat will allow the division of existing Lot 2 of the Legacy Charter School Final Plat into two separate lots (Lots 2A and 2B), which facilitate the expansion of the Legacy Charter School campus.

Policy Compliant:

The proposed Final Plat advances the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

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 - FS16-300 MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION AMEND - FINAL PLAT AMENDMENT - Staff Report](#)
 - ☐ [01 - FS16-300 MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION AMEND - FINAL PLAT AMENDMENT - Vicinity Map](#)
 - ☐ [02 - FS16-300 MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION AMEND - FINAL PLAT AMENDMENT - Case Map](#)
 - ☐ [03 - FS16-300 MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION AMEND - FINAL PLAT AMENDMENT - Final Plat](#)
 - ☐ [04 - FS16-300 MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION AMEND - FINAL PLAT AMENDMENT - Luke AFB Comments](#)
 - ☐ [05 - FS16-300 MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION AMEND - FINAL PLAT AMENDMENT - MWD Comments](#)
 - ☐ [06 - FS16-300 MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION AMEND - FINAL PLAT AMENDMENT - PowerPoint](#)
 - ☐ [Resolution 2016-145](#)
-

Case: FS16-300

Project Name: Marley Park Legacy Expansion Re-Plat

Council District: 6

City Council Date: November 1, 2016

Planner: Robert H. Kuhfuss, AICP

Owner: Marley Park Phase II, LLC

Applicant: Dan Kelly of DMB, INC. for Marley Park Phase II, LLC

Request: Re-plat of Lot 2 of the Final Plat for Marley Park Legacy Charter School

Site Location: East of Bullard Avenue between Waddell Road and Sweetwater Avenue in Marley Park

Site Size: Approx. 132.95 Ac.

Density: N/A

Findings:

- The proposed Re-Plat is consistent with the Surprise General Plan 2035.
- The proposed Re-Plat is consistent with the Marley Park PAD.
- The proposed Re-Plat is consistent with the SUDC.

Alternative Actions: **Approval** of the requested Re-Plat will facilitate the expansion of the Marley Park Legacy Traditional Charter School campus.

Denial of the requested Final Plat will hinder the expansion of Marley Park Legacy Traditional Charter School campus.

44 **PROJECT DESCRIPTION:**

45
46 Dan Kelly of DMB, INC. on behalf of Marley Park Phase II, LLC, seeks approval of a re-plat located
47 within Marley Park. The original final plat showed two (2) lots; one for the Marley Park Legacy
48 Charter School (Lot 1) and the other consisting of the balance of the parent parcel (Lot 2). The
49 proposed re-plat seeks to re-plat Lot 2 of the original final plat to accommodate the expansion of
50 the Marley Park Legacy Charter School campus. The resulting lot configuration will consist of Lot 2A
51 and Lot 2B, with the school expansion occurring on Lot 2A. There will be no right-of-way associated
52 with this plat as these improvements have already been performed.

53
54 **BACKGROUND:**

55
56 **December 4, 2014:** The Planning and Zoning Commission approved the original site plan for Marley
57 Park Legacy Traditional Charter School under Case FS14-310.

58
59 **December 16, 2014:** The City Council approved the original Final Plat for Marley Park Legacy
60 Charter School. Said plat was subsequently recorded under Book 1211, Page 27 MCR on December
61 22, 2014.

62
63 **July 7, 2016:** The applicant filed a request for the subject case.

64
65 **REVIEWING AGENCIES:**

66
67 In addition to the standard city reviewing agencies, who indicate no objections to the requests,
68 Luke Air force Base and Maricopa Water District were included in the routing of this case.

69
70 **Luke Air Force Base (LAFB):** LAFB indicates no objections to the request, but advises the applicant
71 review sound attenuation requirements and engage in a strong notification program with respect
72 to the air base and its operations.

73
74 **Maricopa Water District (MWD):** MWD advises the subject property lies outside of their service
75 area.

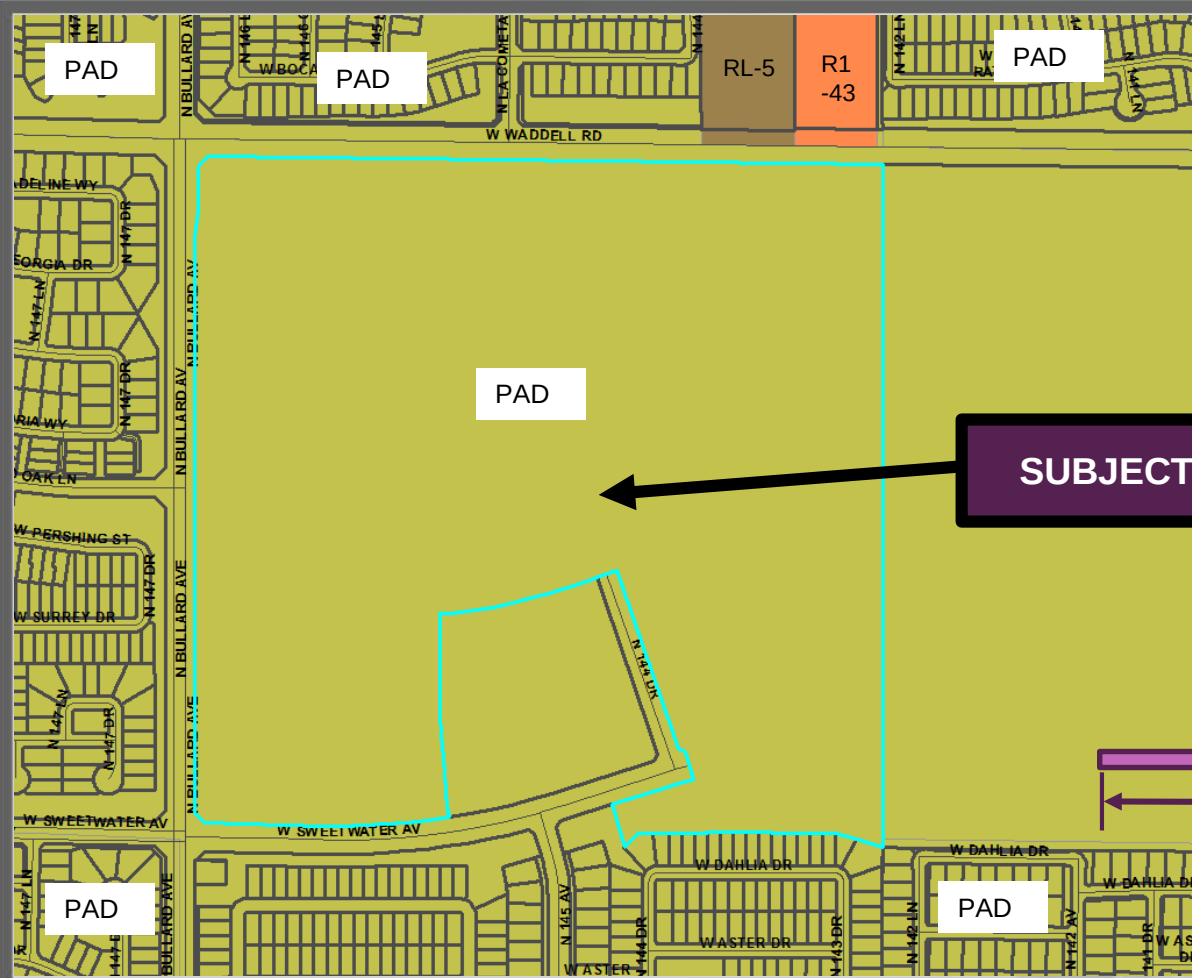
76
77 **SUMMARY:**

78
79 The proposed re-plat will facilitate the expansion of the Marley Park Legacy Charter School.

80
81 **Findings:**

- 82
- The proposed Re-Plat is consistent with the Surprise General Plan 2035.
 - The proposed Re-Plat is consistent with the Marley Park PAD.
 - The proposed Re-Plat is consistent with the SUDC.
- 83
84
85
86

87	<u>ATTACHMENTS:</u>
88	
89	01 – Vicinity Map (1 page)
90	02 – Case Map (1 page)
91	03 – Final Plat (4 pages)
92	04 – Luke AFB Comments (1 page)
93	05 – MWD Comments (1 page)



PAD

PAD

PAD

PAD

SUBJECT SITE

PAD

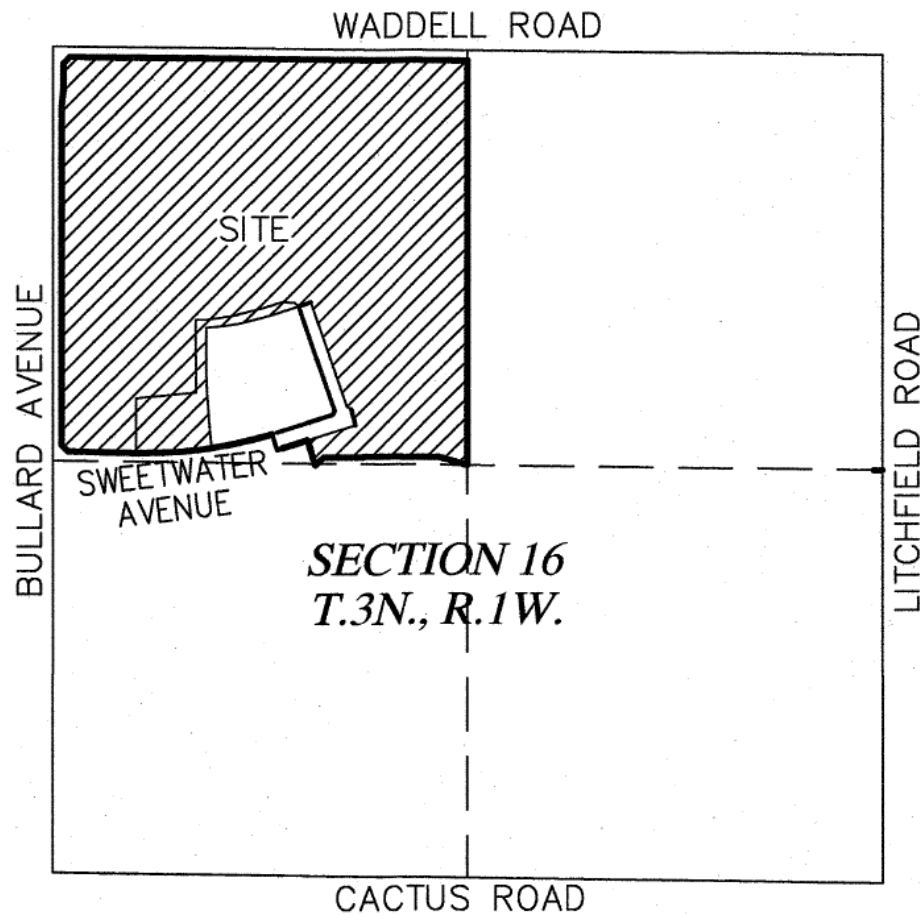
PAD

**FS16-300
Marley Park
Legacy Charter School
Re-Plat**

Vicinity Map



1/4 Mile



FS16-300
Marley Park
Legacy Charter School
Re-Plat

Case Map



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

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.
KNOW ALL PERSONS BY THESE PRESENTS:

THAT MARLEY PARK PHASE II LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS RESUBDIVIDED UNDER THE NAME OF FINAL PLAT FOR "MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION", BEING A REPLAT OF LOT 2 OF THE FINAL PLAT FOR "MARLEY PARK LEGACY CHARTER SCHOOL" RECORDED IN BOOK 1211 OF MAPS, PAGE 27, MARICOPA COUNTY RECORDS; BEING A PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE FINAL PLAT OF SAID "MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH, RESPECTIVELY, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE-DESCRIBED PREMISES.

OWNER HEREBY 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 AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES. LOCATED SOUTH OF CACTUS ROAD APPROXIMATELY ONE-HALF (1/2) MILE EAST OF LITCHFIELD ROAD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS, THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

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

OWNER HEREBY 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.

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

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE MARLEY PARK COMMUNITY ASSOCIATION, INC.

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

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

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

IN WITNESS WHEREOF, MARLEY PARK PHASE II LLC HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED PERSONS AND ENTITIES, THIS ____ DAY OF _____, 2016.

MARLEY PARK PHASE II LLC, AN ARIZONA LIMITED LIABILITY COMPANY

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

BY: _____

ITS: _____

FINAL PLAT FOR MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION

A REPLAT OF LOT 2 OF THE FINAL PLAT FOR MARLEY PARK LEGACY CHARTER SCHOOL,
RECORDED IN BOOK 1211 OF MAPS, PAGE 27, MARICOPA COUNTY RECORDS;
BEING A PORTION OF THE WEST HALF OF SECTION 16,
TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEVELOPER/OWNER

MARLEY PARK PHASE II LLC
7600 E. DOUBLETREE RANCH ROAD
SUITE 300
SCOTTSDALE, AZ 85258
CONTACT: DAVID NILSEN
PHONE: (480) 367-7619

APPROVALS

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

CITY ENGINEER _____ DATE _____

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA, THIS ____ DAY OF _____, 2016.

MAYOR _____ DATE _____

ATTEST:

CITY CLERK _____ DATE _____

RATIFICATION AND APPROVAL

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

KNOW ALL PERSONS BY THESE PRESENTS:

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

IN WITNESS WHEREOF, MARLEY PARK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2016.

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

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THIS ____ DAY OF _____, 2016, BY _____ OF MARLEY PARK COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

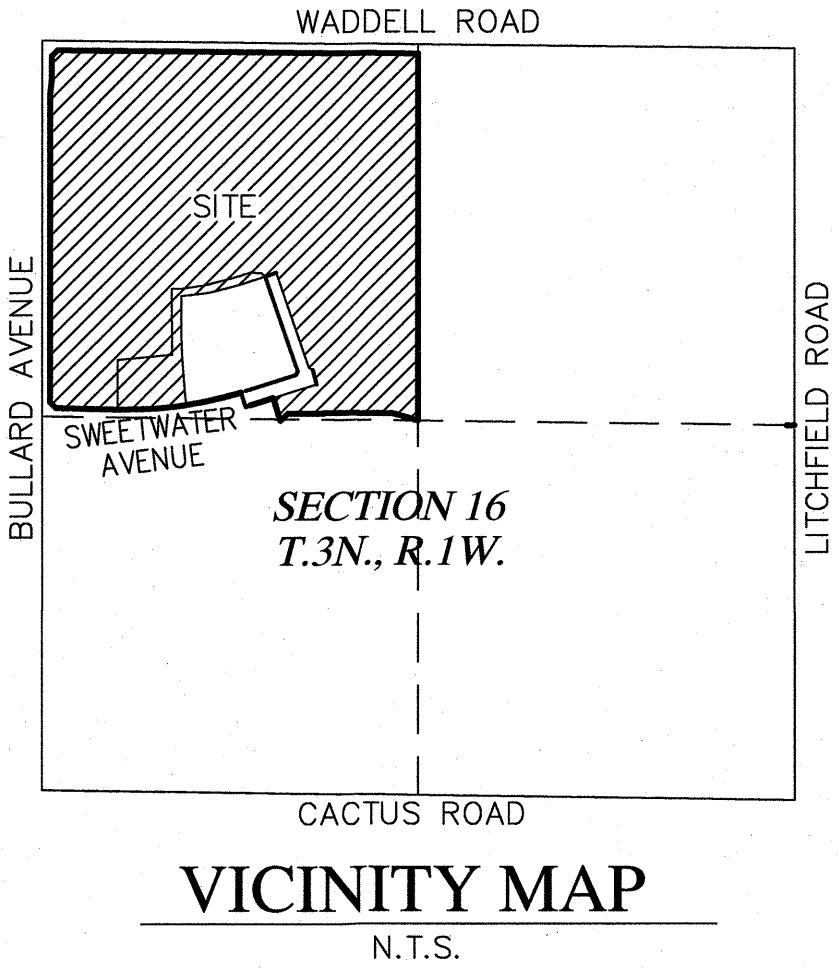
ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2016, BY _____ THE

OF DMB ASSOCIATES, INC., AN ARIZONA CORPORATION, IN ITS CAPACITY AS MANAGER OF MARLEY PARK PHASE II LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
MY COMMISSION EXPIRES:



DESCRIPTION

SEE SHEET 2

NOTES

SEE SHEET 2

AREA TABLE

	AREA SQUARE FEET	AREA ACRES
BOUNDARY TOTAL	5,791,130	132.9460
LOT 2A	169,521	3.8917
LOT 2B	5,621,609	129.0543

DRAINAGE STATEMENT

LOT 2B IS IMPACTED BY OVERLAND SHEET FLOW WHICH NEEDS TO BE ROUTED AROUND THE SITE IN ACCORDANCE WITH CITY OF SURPRISE STANDARDS.

BASIS OF BEARING

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

PLAT CERTIFICATION

I, THOMAS R. GETTINGS, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF FOUR (4) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF JUNE 2016; THAT THE SURVEY IS CORRECT AND ACCURATE; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

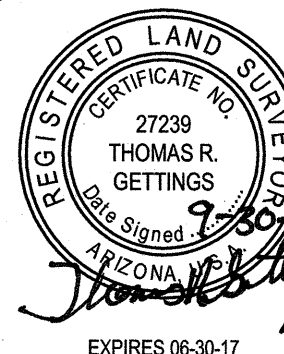
THOMAS R. GETTINGS
ARIZONA REGISTERED LAND SURVEYOR, #27239
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

BOUNDARY AREA = 132.9460 AC.
NUMBER OF LOTS = 2



WOOD/PATEL
LAND DEVELOPMENT • WATER RESOURCES
CONSTRUCTION MANAGEMENT
WATER WASTEWATER • SURVEYING
(602) 935-8500
PHOENIX • MESA

MARLEY PARK
SURPRISE, AZ.
MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION



DRAWN
CHECKED
DATE
SCALE
JOB NO.
SHEET

MBR/JS
MBR/TRG
09/30/16
N.T.S.
WP#144227
1 OF 4

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

FINAL PLAT
FOR
MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION

NOTES

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE EASEMENTS EXCEPT WOOD, WIRE, OR REMOVABLE SECTION FENCING AND OR PAVING. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTION THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY OWNED IMPROVEMENTS OR UTILITIES, OTHER THAN THE EXCEPTIONS LISTED ABOVE.
- DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES IN ACCORDANCE WITH THE MARLEY PARK P.A.D., AS AMENDED.
- RIGHTS--OF--WAY AND EASEMENTS OUTSIDE THE PLATTED BOUNDARY ARE FROM AVAILABLE PUBLIC RECORDS AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY; NO WARRANTY IS EXPRESSED OR IMPLIED.
- PURSUANT TO A.R.S. §42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN 2035.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "OTHER FLOOD AREAS ZONE X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1680 L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED

PUBLIC NOTICE

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

RELEASE OF LIABILITY

- MARLEY PARK PHASE II LLC DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN THE INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL AND LUBRICANT PARTICLES.
- MARLEY PARK PHASE II LLC HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THIS PLAT, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.
- ALL RESIDENTIAL LOTS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, MUST BE FINISHED GRADED PER IRC R401.3, R403.1.7.3 AND R404.1.6 IF POSITIVE DRAINAGE CANNOT BE MAINTAINED PER IRC R403.1.7.3 AN UNDERGROUND DRAINAGE SYSTEM MUST BE INSTALLED. ALL LOTS REQUIRE REGULAR DRAINAGE INFRASTRUCTURE MAINTENANCE, INCLUDING WITHOUT LIMITATION MAINTENANCE OF LOT GRADING IN ACCORDANCE WITH IRC R401.3, R403.1.7.3 AND R404.1.6, WHICH MAINTENANCE IS THE RESPONSIBILITY OF THE HOMEOWNER. ANY LANDSCAPING, NEW CONSTRUCTION OR MODIFICATION OF EXISTING IMPROVEMENTS MUST ALSO COMPLY WITH THE FOREGOING REQUIREMENTS.
- ANY EASEMENT RIGHTS RESERVED HEREIN TO MARLEY PARK PHASE II LLC MAY BE ASSIGNED, IN WHOLE OR IN PART, TO MARLEY PARK COMMUNITY ASSOCIATION, INC. UPON ANY SUCH ASSIGNMENT, MARLEY PARK PHASE II LLC SHALL BE FULLY RELEASED FROM ANY LIABILITIES OR OBLIGATIONS THEREAFTER ARISING WITH RESPECT TO THE EXERCISE OF OR FAILURE TO EXERCISE SUCH EASEMENT RIGHTS, AND ALL ASSOCIATED LIABILITIES AND OBLIGATIONS.
- NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED, OR ANY VEGETATION NEITHER PLANTED NOR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS.
- THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR, AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPE AREAS WITHIN THE PROJECT.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2 INCH REBAR AND CAP OR TAG BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THE PLACEMENT.
- THE MONUMENT REPRESENTING THE NORTHWEST CORNER OF SECTION 16, T. 3N., R.1W. APPEARS TO HAVE BEEN REPLACED DURING THE CONTRUCTION OF WADELL ROAD. IT APPEARS TO HAVE BEEN RESET 0.33' EAST OF ITS HISTORICAL POSITION. SINCE THE HISTORICAL POSITION WAS A CONTROLLING MONUMENT FOR NORTH BULLARD AVENUE AND WEST WADELL ROAD (BK. 579, PG.05; BK. 586, PG. 04; BK. 699, PG. 29; BK.795, PG. 47; BK. 839, PG. 39; BK. 1211, PG.27). WOOD/PATEL IS HOLDING THE HISTORICAL POSITION FOR THE PURPOSES OF THIS PLAT.

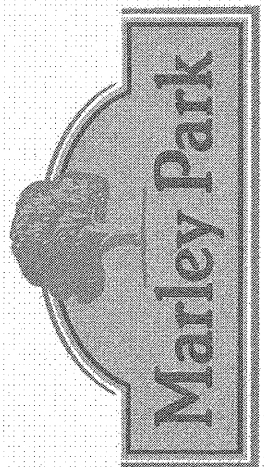
PARENT PARCEL DESCRIPTION

LOT 2 OF A FINAL PLAT FOR MARLEY PARK LEGACY CHARTER SCHOOL AS RECORDED IN BOOK 1211, PAGE 27, MARICOPA COUNTY RECORDS (M.C.R.), LYING WITHIN THE WEST HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

CONTAINING 132.9460 ACRES, OR 5,791,130 SQUARE FEET OF LAND, MORE OR LESS.

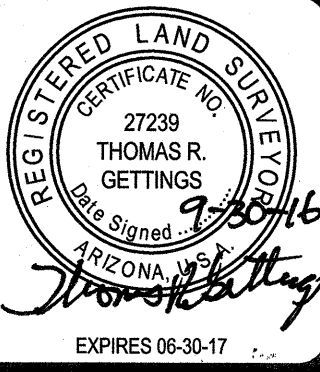
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°21'12"W	57.22'
L2	N45°19'04"E	56.24'
L3	N72°32'58"W	101.16'
L4	N75°21'28"W	84.48'
L5	N00°01'08"E	5.00'
L6	S00°01'08"W	5.00'
L7	S46°56'43"W	71.83'
L8	N62°19'19"W	29.21'
L9	S88°24'39"W	44.33'
L10	S08°43'49"E	43.17'
L11	N00°01'03"W	309.66'
L12	N88°24'39"E	68.26'
L13	N82°23'59"E	156.62'
L14	N75°17'13"E	209.53'
L15	N72°25'48"E	113.98'
L16	S89°12'15"E	78.89'
L17	N70°53'48"E	42.74'
L18	N01°18'39"E	53.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	2°22'25"	2647.00'	109.66'	N73°29'37.20"E	109.65
C2	5°10'00"	2834.00'	255.56'	S2°36'02.88"E	255.47
C3	10°02'28"	2727.00'	477.90'	S86°17'24.91"W	477.29
C4	2°49'50"	2860.00'	141.30'	S1°25'58.09"E	141.28
C5	19°00'14"	2780.00'	922.07'	N81°48'31.78"E	917.85
C6	2°22'25"	2700.00'	111.85'	S73°29'37.20"W	111.84



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

MARLEY PARK
SURPRISE, AZ.
MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION



DRAWN
MBR/ISS
CHECKED
MBR/TRG
DATE
09/30/16
SCALE
N.T.S.
JOB NO.
WP#144227
SHEET
2 OF 4

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

△	CORNER OF THIS SUBDIVISION SET SURVEY MONUMENT W/ R.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED	E.S.V.E. R/W	EX. SIGHT VISIBILITY EASEMENT PER BK. 1211, PG. 27 EX. WATER LINE EASEMENT PER BK. 1211, PG. 27 RIGHT-OF-WAY
●	FOUND C.O.S. BRASS CAP FLUSH UNLESS OTHERWISE NOTED	EX. FD.	EXISTING FOUND
○	SURVEY MONUMENT BRASS CAP TO BE SET AT TIME OF CONSTRUCTION	L1 C4	PROPERTY LINE - LINE TABLE ITEM PROPERTY LINE - CURVE TABLE ITEM
M.C.R.	MARICOPA COUNTY RECORDS	-----	SUBDIVISION BOUNDARY
B.C.F.	BRASS CAP FLUSH	-----	EASEMENTS AS NOTED
B.C.H.	BRASS CAP IN HANDHOLE	-----	MONUMENT LINE
P.U.E.	PUBLIC UTILITIES EASEMENT	-----	PROPERTY LINE
BK.	BOOK	-----	SECTION LINE
PG.	PAGE	-----	RIGHT-OF-WAY LINE
C.O.S.	CITY OF SURPRISE		

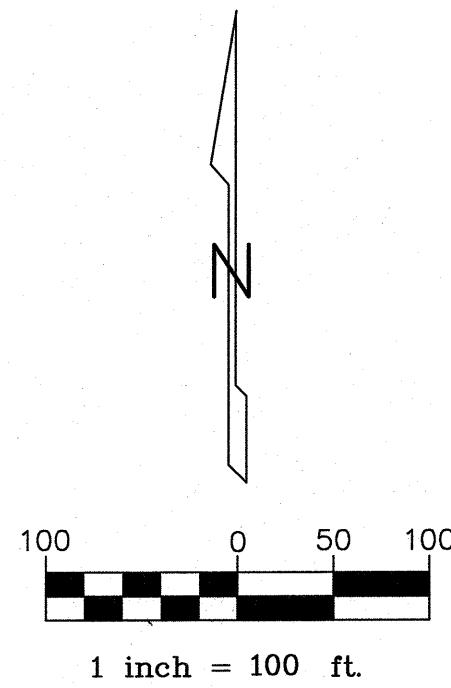
WOOD/PATEL
 LAND DEVELOPMENT • WATER RESOURCES
 TRANSPORTATION / TRAFFIC
 WATER / WASTEWATER • SURVEYING
 CONSTRUCTION MANAGEMENT
 (602) 335-8500
 PHOENIX, MESA

REGISTERED LAND SURVEYOR
 CERTIFICATE NO.
 27239
 THOMAS R.
 GETTINGS
 Date Signed 9-30-16
 ARIZONA U.S.A.
Thomas R. Gettings
 EXPIRES 06-30-17

DRAWN
MBR/ISS
CHECKED
MBR/TRG
DATE
09/30/16
SCALE
1" = 100'
JOB NO.
WP#144227
SHEET
3 OF 4

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

FINAL PLAT
FOR
MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION



LEGEND	
	CORNER OF THIS SUBDIVISION SET SURVEY MONUMENT W/ R.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED
	FOUND C.O.S. BRASS CAP FLUSH UNLESS OTHERWISE NOTED
	SURVEY MONUMENT BRASS CAP TO BE SET AT TIME OF CONSTRUCTION
M.C.R.	MARICOPA COUNTY RECORDS
B.C.F.	BRASS CAP FLUSH
B.C.H.	BRASS CAP IN HANDHOLE
P.U.E.	PUBLIC UTILITIES EASEMENT
BK.	BOOK
PG.	PAGE
C.O.S.	CITY OF SURPRISE
	EX. SIGHT VISIBILITY EASEMENT PER BK. 1211, PG. 27
	EX. WATER LINE EASEMENT PER BK. 1211, PG. 27
	RIGHT-OF-WAY
	EXISTING
	FOUND
	PROPERTY LINE - LINE TABLE ITEM
	PROPERTY LINE - CURVE TABLE ITEM
	SUBDIVISION BOUNDARY
	EASEMENTS AS NOTED
	MONUMENT LINE
	PROPERTY LINE
	SECTION LINE
	RIGHT-OF-WAY LINE

NORTHWEST CORNER
SECTION 16, T.3N., R.1W.
NOT FOUND/NOT SET - SEE
NOTE 18 ON SHEET 2.

FD. 3" C.O.S. B.C.H. STAMPED
BM 31-10 0.33' EAST OF
CALCULATED NORTHWEST
CORNER.

W WADDELL RD
PER BK. 839, PG. 39, M.C.R.
MAP OF DEDICATION FOR WADDELL ROAD
S89°20'49"E 2532.15'

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

NORTHEAST CORNER
SECTION 16, T.3N., R.1W.
FD. 3" C.O.S. B.C.H.

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

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

N0°01'03"W
165.05'

N8°44'20"E
102.00'

S00°01'03"E 2627.28'

N BULLARD AVE

PER BK. 699, PG. 29, M.C.R.
MAP OF DEDICATION
FOR BULLARD AVENUE

EX. 55' R/W
PER BOOK 699,
PAGE 29, M.C.R.

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

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

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

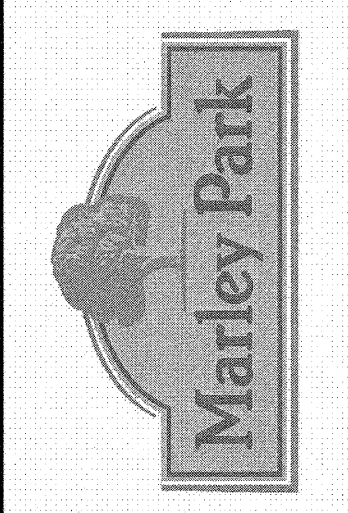
NORTH-SOUTH MID-SECTION
LINE OF SECTION 16
S00°01'08"W 2630.32'

LOT 2B

SHEET 4
SHEET 3

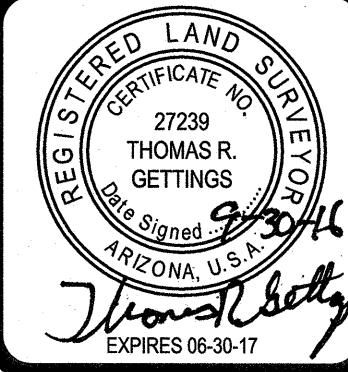
SHEET 4
SHEET 3

SEE SHEET 2 FOR
LINE AND CURVE
TABLES



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

MARLEY PARK
SURPRISE, AZ.
MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION



DRAWN	MBR/ISS
CHECKED	MBR/TRG
DATE	09/30/16
SCALE	1" = 100'
JOB NO.	WP#44227
SHEET	4 OF 4

N:\2014\44227\Survey\Plat\44227.FID.DWG



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

25 July 2016

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

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

Re: FS16-300; Marley Park Legacy Charter School

Dear Ms. Sullivan

Thank you for the opportunity to provide comments on the Amended Final Plat Application for the Marley Park Legacy Charter School. School is located in Marley Park Phase II on 14506 W. Sweetwater Avenue in Surprise AZ. The purpose of the re-plat is to split the existing lot to create a new lot for the expansion of the Legacy Charter School. The site is approximately 1/2 mile outside the 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described, the lot split for the new school will not negatively impact the flying operations at Luke AFB. Since this site is 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 would be essential to inform parents and students 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

Jamie,

Thank you for providing the electronic submittal for **Marley Park Legacy Charter School FS16-300**. MWD has reviewed this submittal and determined that it is located outside of the current boundaries of MWD, and therefore does not impact MWD. Thanks again.

Leslie Jarrell

Property & Contracts Specialist

Maricopa Water District

14825 W. Grand Avenue

Surprise, AZ. 85374

Phone: (623)546-8266 Ext. 204

Fax: (623)584-2536

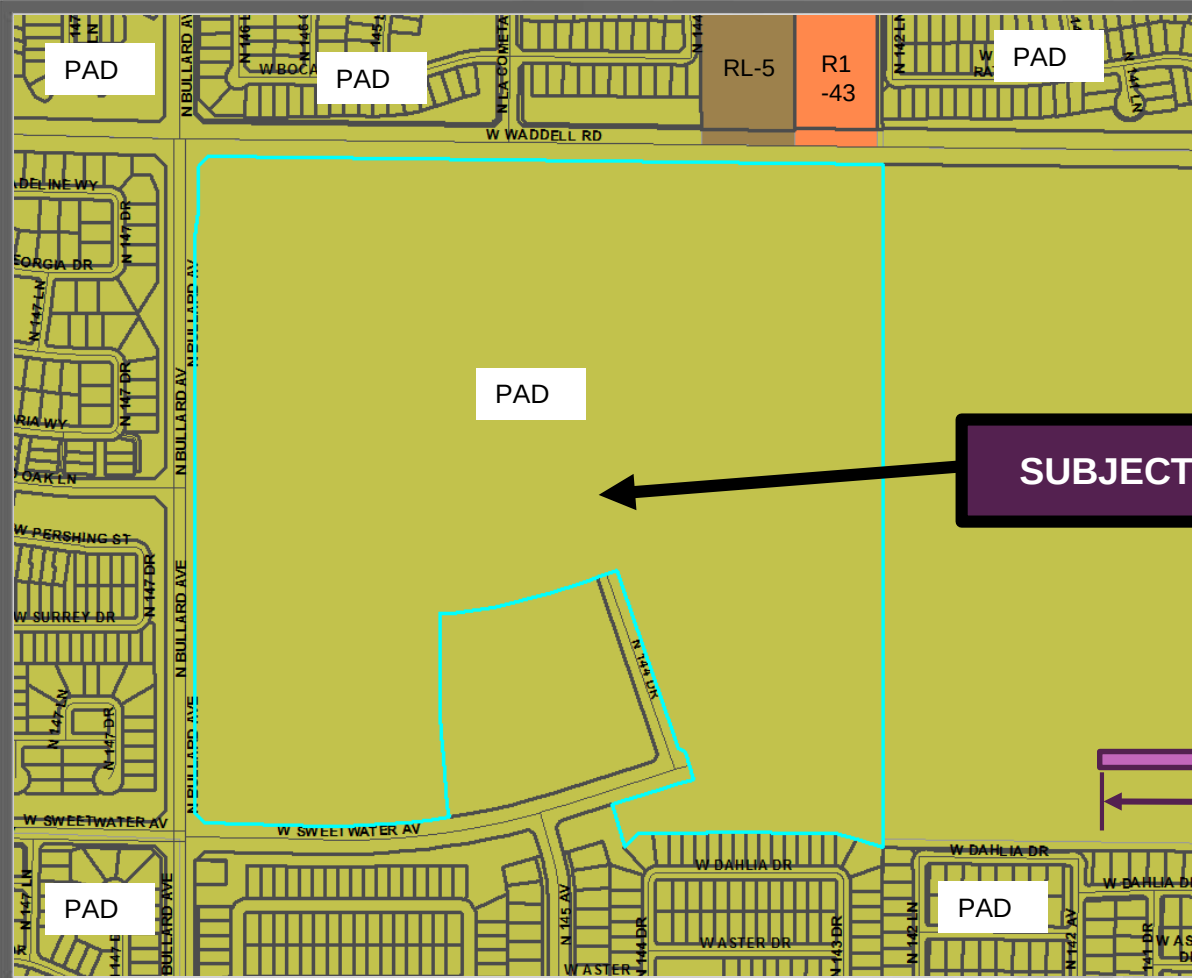
E-mail: lesliej@mwdaz.com



FS16-300

**Marley Park Legacy Charter School Expansion
Re-Plat**

City Council
November 1, 2016



FS16-300
Marley Park
Legacy Charter School
Re-Plat

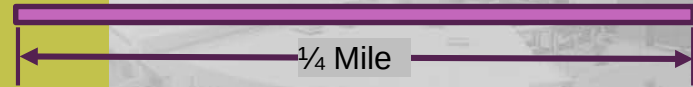
Vicinity Map

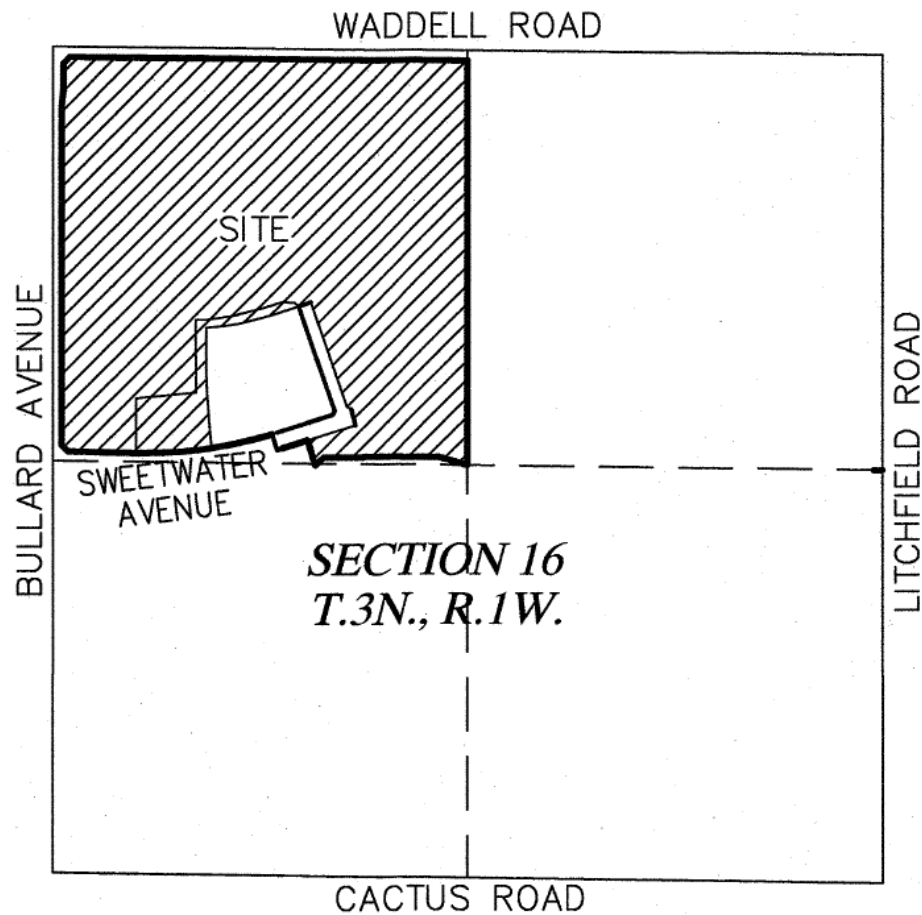
SUBJECT SITE



North

1/4 Mile





FS16-300
Marley Park
Legacy Charter School
Re-Plat

Case Map



FS16-300 Marley Park Legacy Charter School Re-Plat



WOODPATEL
LAND SURVEYORS & ENGINEERS
1400 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85013
CONTACT: DAVID WOODPATE
TEL: (602) 998-1111
WWW.WOODPATEL.COM

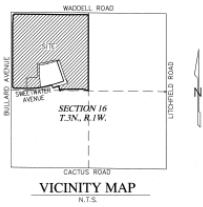
MARLEY PARK
SURPRISE, AZ.
MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION



DATE: 08/14/2018
BY: DW
SCALE: AS SHOWN
JOB NO: 18-001
SHEET: 1 OF 4

FINAL PLAT FOR MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION

A REPLAT OF LOT 2 OF THE FINAL PLAT FOR MARLEY PARK LEGACY CHARTER SCHOOL,
RECORDED IN BOOK 1211 OF MAPS, PAGE 27, MARICOPA COUNTY RECORDS;
BEING A PORTION OF THE WEST HALF OF SECTION 16,
TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GLA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA.



DEVELOPER/OWNER
MARLEY PARK PHASE II LLC
1800 E. DOUBLETREE RANCH ROAD
SUITE 200
SCOTTSDALE, AZ 85258
CONTACT: DAVID WOODPATE
PHONE: (480) 367-7619

APPROVALS

DATA ON THIS PLAT REVIEWED AND APPROVED THIS
DAY OF _____, 2018, BY THE CITY ENGINEER OF
SURPRISE, ARIZONA.

CITY ENGINEER _____ DATE _____

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE,
ARIZONA THIS _____ DAY OF _____, 2018.

MAYOR _____ DATE _____

ATTEST: _____

CITY CLERK _____ DATE _____

RATIFICATION AND APPROVAL

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

KNOW ALL PERSONS BY THESE PRESENTS:

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

IN WITNESS WHEREOF, MARLEY PARK COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIRMED
BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2018.

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

BY:

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,
THIS _____ DAY OF _____, 2018, BY _____
THE _____ OF MARLEY PARK COMMUNITY ASSOCIATION, INC., AN ARIZONA
NON-PROFIT CORPORATION, ON BEHALF OF THE CORPORATION.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018,

BY _____
OF DBM ASSOCIATES, INC., AN ARIZONA CORPORATION,
IN ITS CAPACITY AS MANAGER OF MARLEY PARK PHASE II LLC, AN ARIZONA LIMITED
LIABILITY COMPANY.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

DEDICATION

STATE OF ARIZONA } ss.
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MARLEY PARK PHASE II LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS RESUBMITTED UNDER THE NAME OF
FINAL PLAT FOR "MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION", BEING A REPLAT OF LOT 2 OF THE FINAL PLAT FOR "MARLEY
PARK LEGACY CHARTER SCHOOL" (LOT 2 OF REPLAT OF LOT 2 OF MARLEY PARK PHASE II, MAP 27, MARICOPA COUNTY RECORDS; BEING A PORTION OF THE
WEST HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,
AS SHOWN HEREIN AND HEREBY PUBLISHES THIS PLAT AS IS AND FOR THE FINAL PLAT OF SAID "MARLEY PARK LEGACY CHARTER
SCHOOL EXPANSION", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, AND
EASEMENT CONVEYING SAME, AND THAT EACH LOT, EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH,
RESPECTIVELY, AS SHOWN ON THIS PLAT AND INCLUDED IN THE ABOVE-DESCRIBED PRESENTS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION 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 LIKE AIR FORCE BASE AND AUXILIARY FIELD.

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

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

OWNER HEREBY 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 TRAFFIC COLLECTION VEHICLES.

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

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 OF THE CITY OF SURPRISE ACCEPTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIAN, TRUNK
COLLECTOR AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE
RESPONSIBILITY OF THE MARLEY PARK COMMUNITY ASSOCIATION, INC.

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

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

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

IN WITNESS WHEREOF, MARLEY PARK PHASE II LLC HAS CAUSED ITS NAME TO BE AFFIRMED BY THE
UNDERSIGNED, DULY AUTHORIZED PERSONS AND ENTERS, THIS _____ DAY OF _____, 2018.

MARLEY PARK PHASE II LLC, AN ARIZONA LIMITED LIABILITY COMPANY

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

BY: _____

ITS: _____

BOUNDARY AREA = 132.9460 AC.
NUMBER OF LOTS = 2

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF MARLEY PAPER PHASE 3 LLC AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF MARLEY PAPER PHASE 3 LLC

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS A "CITY OF SURPRISE WATER SERVICE AREA" BY THE CITY OF SURPRISE.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED ON, OVER, OR PLACED WITHIN THE EASEMENTS EXCEPT WOOD, WIRE, OR REMOVABLE SCENE FENCING AND OR PAVING. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN ALL NECESSARY PERMITS AND A WRITTEN OBSTRUCTION THAT MAY BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR REPAIRS OF ANY UTILITIES LOCATED WITHIN THE UTILITIES CHARGE AREA OF THE CITY OF SURPRISE.
- DESIGN AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES IN ACCORDANCE WITH THE MARLEY PARK P.A.D. AS AMENDED.
- RIGHTS-OF-WAY AND EASEMENTS OUTSTANDING: THE PLATTED BOARDING AREA FROM AVAILABLE PUBLIC RECORDS AND AS SHOWN IN THE ATTACHED MAPS, PARCELS, AND WARRANTY IS EXPRESSLY RELEASED TO THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN THE 400-1100000 POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND AD VALOREM APPRAISAL BASED ON ASSIGNED VALUE EXCEPT FOR PROPERTY TAXES.
- IN ACCORDANCE WITH ARS § 9-600-000, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL P.L.A.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR CONSTRUCTION FIRST WITHOUT OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "OTHER FLOOD AREAS ZONE A" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 4603020001, DATED 1985, AND IDENTICAL TO THE FLOOD INSURANCE RATE MAP NO. 4603020001, DATED 1985, COUNTY STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE CITY OF SURPRISE.

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

MARKET PARK PHASE I LLC DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND OR NATURE, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY THE CITY OF SURPRISE, IN CONNECTION WITH THE AIRCRAFT OULDSBOUGHS FROM ANYCUT UTILIZING LAKE AIR FORCE BASE, WHETHER SUCH CLAIMS OR DAMAGES ARE ASSERTED OR INCURRED BY THE CITY OF SURPRISE, OR BY ANY PARTIES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LAKE AIR FORCE BASE. THE CITY OF SURPRISE SHALL NOT BE RESPONSIBLE FOR THE ACTIONS OF ANY OF ITS OFFICIALS, AGENTS, AND SUCCESSORS IN THE INTEREST IN THIS PLAT OR ANY PARCEL OR LOT RELEASED BY THIS INSTRUMENT. THIS INSTRUMENT RELEASES THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OF ANY KIND, INCLUDING PERSONS OR PROPERTY OF ANY KIND, OR OBJECTS FROM AIRCRAFT, EXCEPT AS NOTED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, AND VIBRATION.

MARKET PARK PHASE I LLC HEREBY AGREES TO NOTED HEREIN, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY BE ASSERTED OR INCURRED BY THE CITY OF SURPRISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THIS PLAT, UNTIL SUCH TIME AS THE CITY OF SURPRISE HAS BEEN ADVISED BY THE CITY OF SURPRISE THAT THE CITY OF SURPRISE

- [illegible]

LOT 2 OF A FINAL PLAT FOR MARLEY PARK LEGACY CHARTER SCHOOL AS RECORDED IN BOOK 1211, PAGE 27, MARICOPA COUNTY RECORDS (M.C.R.), LYING WITHIN THE WEST HALF OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

CONTAINING 132.9460 ACRES, OR 5,791,130 SQUARE FEET OF LAND, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L.1	N45°21'27"W	57.22'
L.2	N44°19'04"E	94.24'
L.3	N72°32'58"W	101.16'
L.4	N75°21'58"W	84.48'
L.5	N00°01'10"E	5.00'
L.6	S00°01'10"W	5.00'
L.7	N47°56'43"E	71.83'
L.8	N62°19'11"W	28.25'
L.9	S68°24'58"W	44.33'
L.10	N03°43'08"E	43.15'
L.11	N00°01'10"W	56.68'
L.12	N68°24'58"E	68.28'
L.13	N62°23'08"E	156.62'
L.14	N79°17'33"E	269.63'
L.15	N02°11'03"E	133.68'
L.16	S88°12'35"E	70.89'
L.17	N70°53'00"E	42.74'
L.18	N01°18'39"E	53.00'

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	2°22'25"	3544.007	109.68	N3°29'57"E	109.85
C2	5°10'00"	2034.000	255.56	S2°06'02.68"E	255.47
C3	10°52'26"	2727.000	477.50	S46°17'54.01"W	477.29
C4	2°49'50"	2666.000	141.37	N1°25'58.00"E	141.28
C5	19°50'14"	2786.000	922.57	N81°46'51.78"E	917.85
C6	2°22'23"	2706.000	111.85	S7°26'37.26"W	111.84



WOOD/PATEL

CONSTRUCTION MANAGEMENT
WATER • WASTEWATER • SEWING
TRANSPORTATION • TRAFFIC
AND DEVELOPMENT • WATER RESOURCES

URGENT • MESA

MARLEY PARK
SURPRISE, AZ.
MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION

WARLEY PARK LEGACY CHARTER SCHOOL EXPANSION



DATE	09/30/16
DRAWN	MBR/155
CHECKED	MBR/TR6
DATE	09/30/16
SCALE	N.T.S.
JOB NO.	WPI4422
CLIENT	

FS16-300
Marley Park
Legacy Charter School
Re-Plat

FS16-300 Marley Park Legacy Charter School Re-Plat

MARLEY PARK SURPRISE, AZ. MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION



DATE: 05/05/2024
DRAWN BY: HSE/056
CHECKED BY: HSE/056
DATE: 05/30/24
SCALE: 1" = 100'
PROJECT: 16-44227
SHEET: 3 OF 4

WOOD/PATEL
LAND DEVELOPMENT & ARCHITECTURE
10000 W. 10TH AVENUE
SUITE 100
SURPRISE, AZ 85078
(602) 335-8800
WWW.WOODPATEL.COM

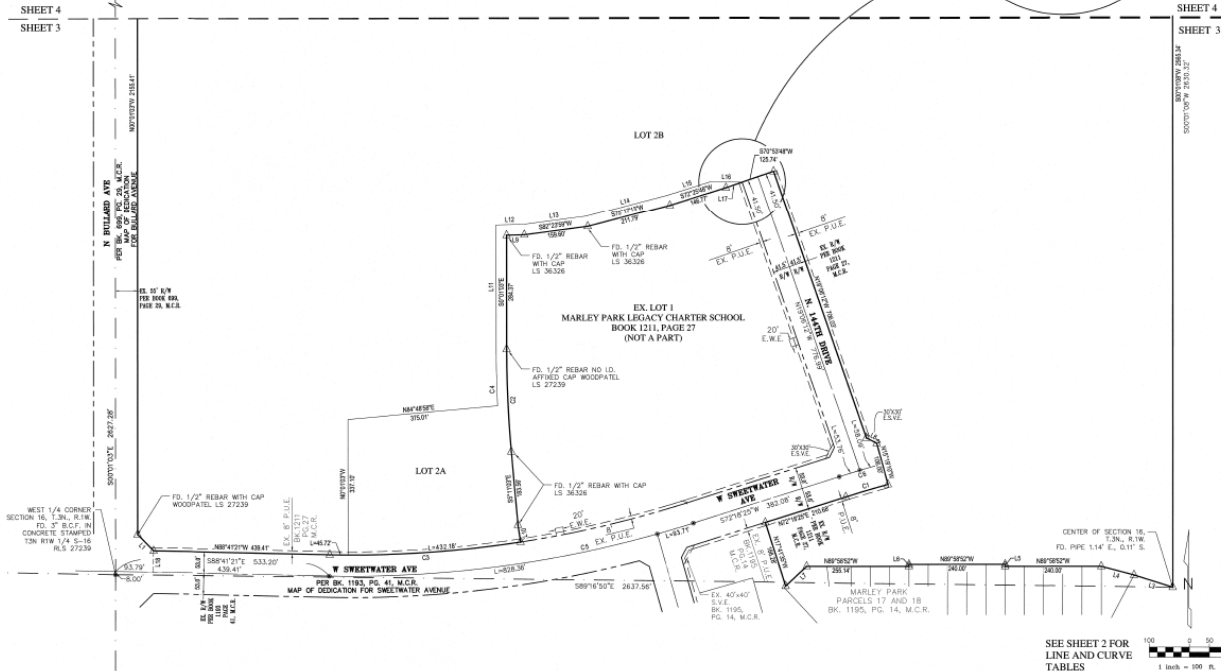
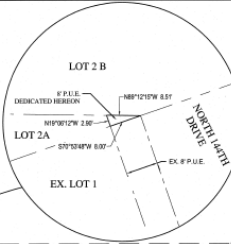


FINAL PLAT FOR MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION

LEGEND

- △ CORNER OF THIS SUBDIVISION SET SURVEY MONUMENT W/ 1/2" I.D. TAD OR CAP, UNLESS OTHERWISE NOTED
- FOUND C.O.S. BRASS CAP FLUSH UNLESS OTHERWISE NOTED
- SURVEY MONUMENT BRASS CAP TO BE SET AT TIME OF CONSTRUCTION
- M.C.R. MARICOPA COUNTY RECORDS
- B.C.F. BRASS CAP FLUSH
- B.C.H. BRASS CAP IN HANDHOLE
- P.U. PUBLIC UTILITIES EASEMENT
- BK. BOOK
- PG. PAGE
- C.O.S. CITY OF SURPRISE
- E.S.V.E. EX. SIGHT VISIBILITY EASEMENT PER BK. 1211, PG. 27
- E.W.E. EX. WATER LINE EASEMENT PER BK. 1211, PG. 27
- R/W RIGHT-OF-WAY
- EX. EXISTING
- FD. FOUND
- L1 PROPERTY LINE - LINE TABLE ITEM
- CA PROPERTY LINE - CURVE TABLE ITEM
- SUBDIVISION BOUNDARY
- EASEMENTS AS NOTED
- MONUMENT LINE
- PROPERTY LINE
- SECTION LINE
- RIGHT-OF-WAY LINE

DETAIL "A"
1"=10'



SEE SHEET 2 FOR
LINE AND CURVE
TABLES



FS16-300 Marley Park Legacy Charter School Re-Plat



WOODPATEL
LAND SURVEYORS & ENGINEERS
1000 N. GAVIN AVENUE, SUITE 100
CHANDLER, AZ 85226
(480) 335-1000
WWW.WOODPATEL.COM

MARLEY PARK
SURPRISE, AZ.
MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION

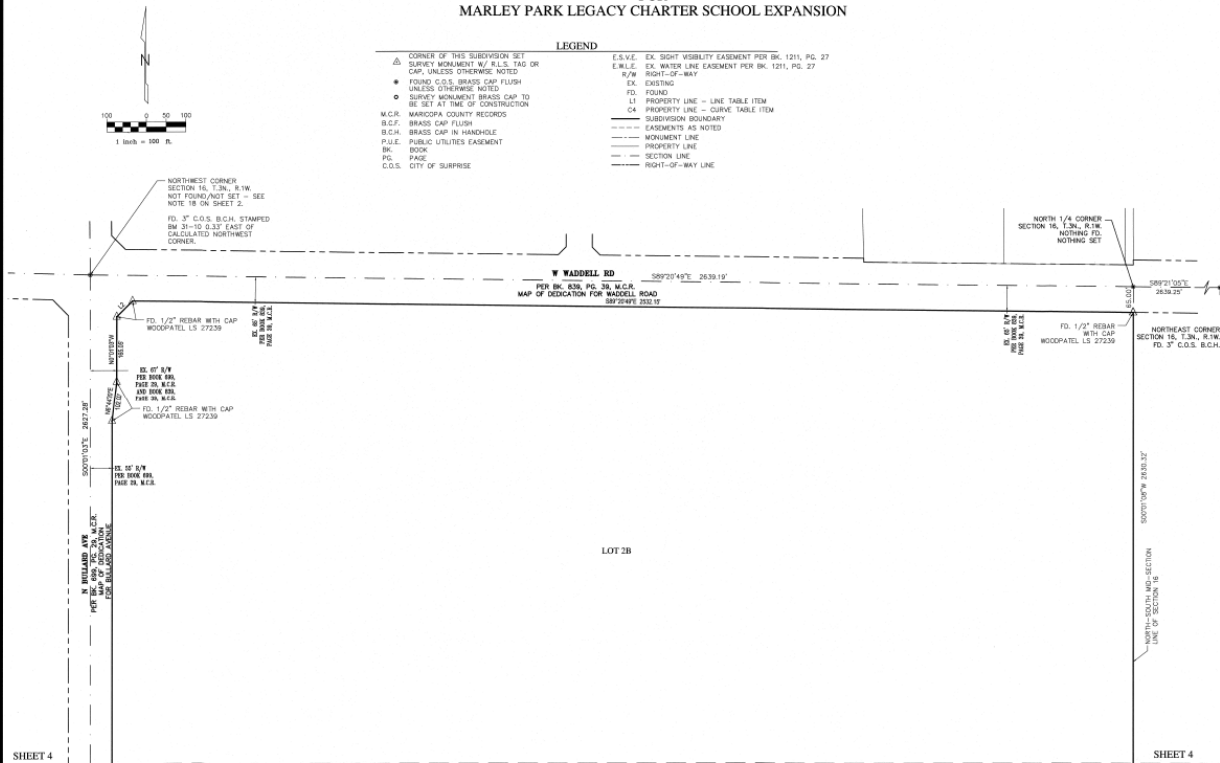


PROJECT NO.	HER/155
DATE	HER/156
DATE	04/30/16
SCALE	1" = 100'
DATE	02/24/21
SHEET	4 OF 4

FINAL PLAT FOR MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION

LEGEND

- | | |
|--|---|
| <ul style="list-style-type: none"> ▲ CORNER OF THIS SUBDIVISION SET ○ SURVEY MONUMENT W/ P.L.S. TAG OR CAP, UNLESS OTHERWISE NOTED ● FOUND C.O.S. BRASS CAP FLUSH UNLESS OTHERWISE NOTED ○ SURVEY MONUMENT BRASS CAP TO BE SET AT TIME OF CONSTRUCTION M.C.R. MARICOPA COUNTY RECORDS B.C.F. BRASS CAP FLUSH B.C.H. BRASS CAP IN HANDHOLE P.U.E. PUBLIC UTILITIES EASEMENT BK. BOOK P.G. PAGE C.O.S. CITY OF SURPRISE | <ul style="list-style-type: none"> C.S.V.E. EX. SIGHT VISIBILITY EASEMENT PER BK. 1211, PG. 27 E.W.L.E. EX. WATER LINE EASEMENT PER BK. 1211, PG. 27 R/W RIGHT-OF-WAY EX. EXISTING FD. FOUND L1 PROPERTY LINE - LINE TABLE ITEM CA PROPERTY LINE - CURVE TABLE ITEM SUBDIVISION BOUNDARY EASEMENTS AS NOTED MONUMENT LINE PROPERTY LINE SECTION LINE RIGHT-OF-WAY LINE |
|--|---|



SHEET 4
SHEET 3

SHEET 4
SHEET 3

SEE SHEET 2 FOR
LINE AND CURVE
TABLES



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION #2016-145

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REPLAT ENTITLED "MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION" GENERALLY LOCATED ON THE NORTHWEST CORNER OF BULLARD AND SWEETWATER AVENUES.

WHEREAS, on December 16, 2014, the Mayor and City Council approved the Final Plat for Marley Park Legacy Charter School in Resolution 2014-121;

WHEREAS, the Legacy Charter School wished to expand the school campus;

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

WHEREAS, the proposed Replat complies with the Surprise Municipal Code and General Plan.

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

Section 1. The Corrected Final Plat entitled "FINAL PLAT FOR THE MARLEY PARK LEGACY CHARTER SCHOOL EXPANSION," dated September 30, 2016 is approved.

Section 2. Any future amendment of this plat does not require approval by resolution.

APPROVED AND ADOPTED this _____ day of _____ 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	November 1, 2016	Contact Person:	Robert Kuhfuss, Community Development
Submitting Department:	CD	District:	6
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of a corrective final plat entitled "Corrected Plat for Lots 1110 and 1111 of Marley Park Parcel 1" dated September 13, 2016; Resolution # 2016-144.

Motion:

I move to approve Resolution # 2016-144.

Background:

On September 25, 2003, the City Council approved the original Final Plat for Marley Park Parcel 1. The City Council subsequently approved a Corrective Final Plat for the purpose of combining Lots 1110 and 1111. The applicant now seeks to re-subdivide these lots into two (2) separate lots in a manner consistent with the original approval.

Objective Analysis:

The proposed Corrective Plat will allow the re-creation of two (2) single-family lots and will facilitate the sale of said lots along with their respective improvements

Policy Compliant:

The proposed Final Plat advances the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

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 - FS16-322 - Marley Prk PH 1 Lot 1110 and 1111 - Final Plat Amendment - Staff Report](#)
 - ☐ [01 - FS16-322 - Marley Prk PH 1 Lot 1110 and 1111 - Final Plat Amendment - Vicinity Map](#)
 - ☐ [02 - FS16-322 - Marley Prk PH 1 Lot 1110 and 1111 - Final Plat Amendment - Case Map](#)
 - ☐ [03 - FS16-322 - Marley Prk PH 1 Lot 1110 and 1111 - Final Plat Amendment - Corrected Final Plat](#)
 - ☐ [04 - FS16-322 - Marley Prk PH 1 Lot 1110 and 1111 - Final Plat Amendment - Presentation](#)
 - ☐ [Res 2016-144 Marley Park Ph 1 Final Plat Amendment](#)
-

Case: FS16-322

Project Name: Marley Park Lots 1110 & 1111 Corrective Plat

Council District: 6

City Council Date: November 1, 2016

Planner: Robert H. Kuhfuss, AICP

Owner: Marley Park Phase 1, LLC

Applicant: Mike Russo of Wood Patel & Associates for Marley Park Phase 1, LLC

Request: Re-plat of Lots 1110 and 1111 of Marley Park Parcel 1

Site Location: South of Pershing St. and west of Founder's Park Blvd. in Marley Park

Site Size: Approx. 0.24 Ac.

Density: 8.33 DU/Ac

Findings:

- The proposed Corrective Plat is consistent with the Surprise General Plan 2035.
- The proposed Corrective Plat is consistent with the Marley Park PAD.
- The proposed Corrective Plat is consistent with the SUDC.

Alternative Actions: **Approval** of the requested Corrective Plat will allow the applicant to dispose of the property in a manner that is consistent with city of Surprise requirements and the approved PAD.

Denial of the requested Final Plat will deny the applicant the opportunity to easily dispose of the property.

44 **PROJECT DESCRIPTION:**

45
46 Mike Russo of Wood Patel & Associates for Marley Park Phase 1, LLC, on behalf of Marley Park
47 Phase 1, LLC, seeks approval of a two-lot corrective plat located within Marley Park. The original
48 final plat showed 41 lots of various sizes. Lots 1110 and 1111 were originally configured within that
49 plat as two separate lots; however, in order to accommodate the Model Home Sales Office for
50 Marley Park, said lots were combined into a single lot. A model home sales office was constructed
51 on said lot. The developer wishes to split the lot back into its original configuration, and make
52 appropriate retrofits to the building, in order to accommodate the sale two (2) single-family
53 attached dwelling units.

54
55 **BACKGROUND:**

56
57 **September 25, 2003:** The City Council approved the original Final Plat for Marley Park Parcel 1.
58 Said plat was subsequently recorded under Book 682, Page 1 MCR on April 23, 2004.

59
60 **February 28, 2008:** The City Council approved the 1st Corrective Plat for Marley Park Lots 1110 and
61 1111. Said plat was subsequently recorded under Book 988, Page 50, MCR on May 19, 2008.

62
63 **July 19, 2016:** The applicant filed a request for the subject case.

64
65 **REVIEWING AGENCIES:**

66
67 The subject plat was routed to the standard city reviewing agencies, who indicate no objections to
68 the requests.

69
70 **SUMMARY:**

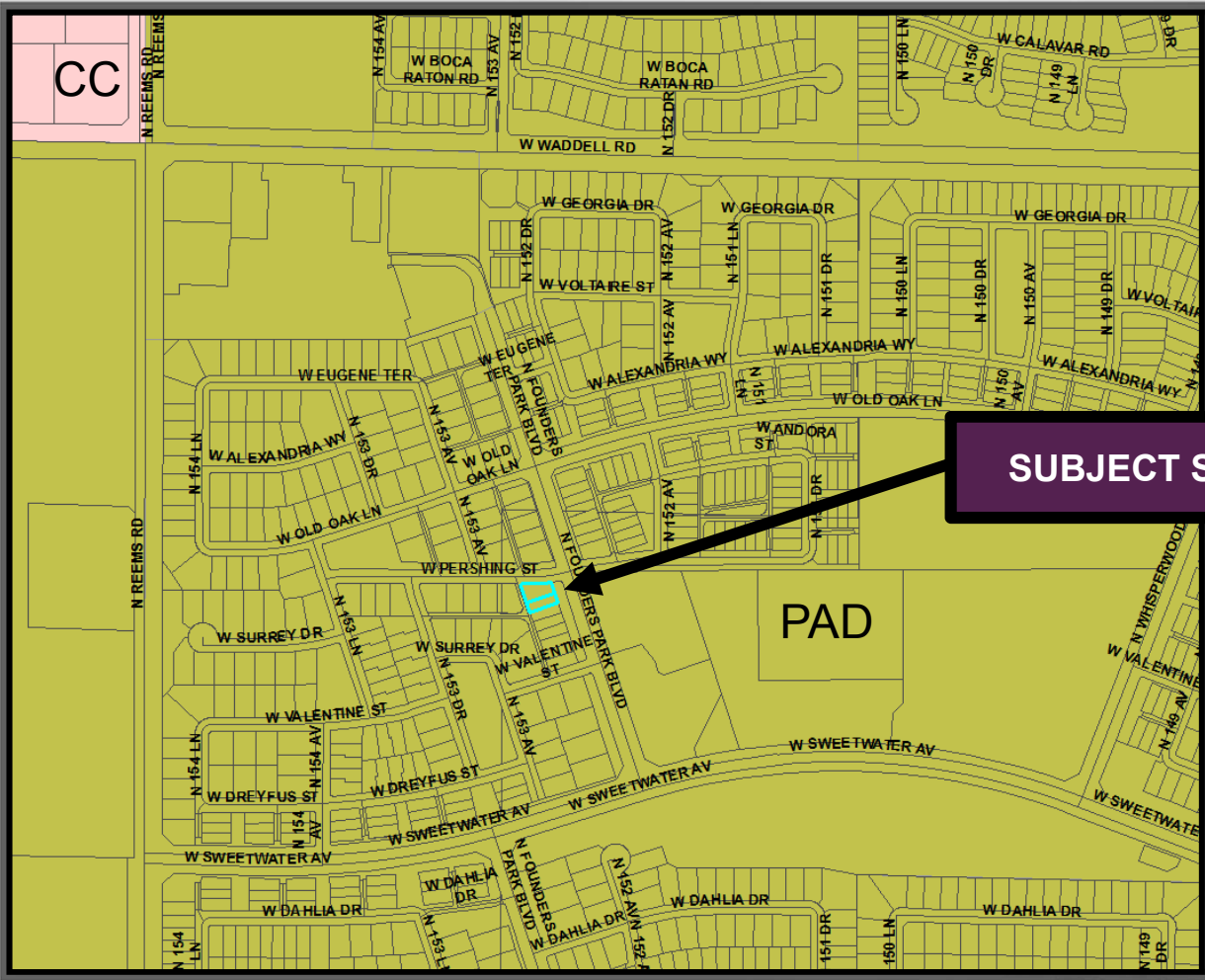
71
72 The proposed corrective plat will facilitate the sale of said property and improvements, and is
73 consistent with the original Final Plat for Marley Park Parcel 1.

74
75 **Findings:**

- 76
77
78
79
 - The proposed Corrective Plat is consistent with the Surprise General Plan 2035.
 - The proposed Corrective Plat is consistent with the Marley Park PAD.
 - The proposed Corrective Plat is consistent with the SUDC.

80 **ATTACHMENTS:**

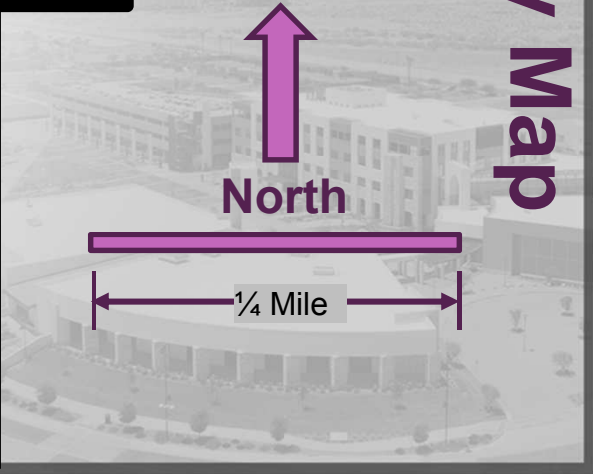
- 81
82 01 – Vicinity Map (1 page)
83 02 – Case Map (1 page)
84 03 – Final Plat (2 pages)



FS16-322
Marley Park
Lots 1110 & 1111
Corrective Plat

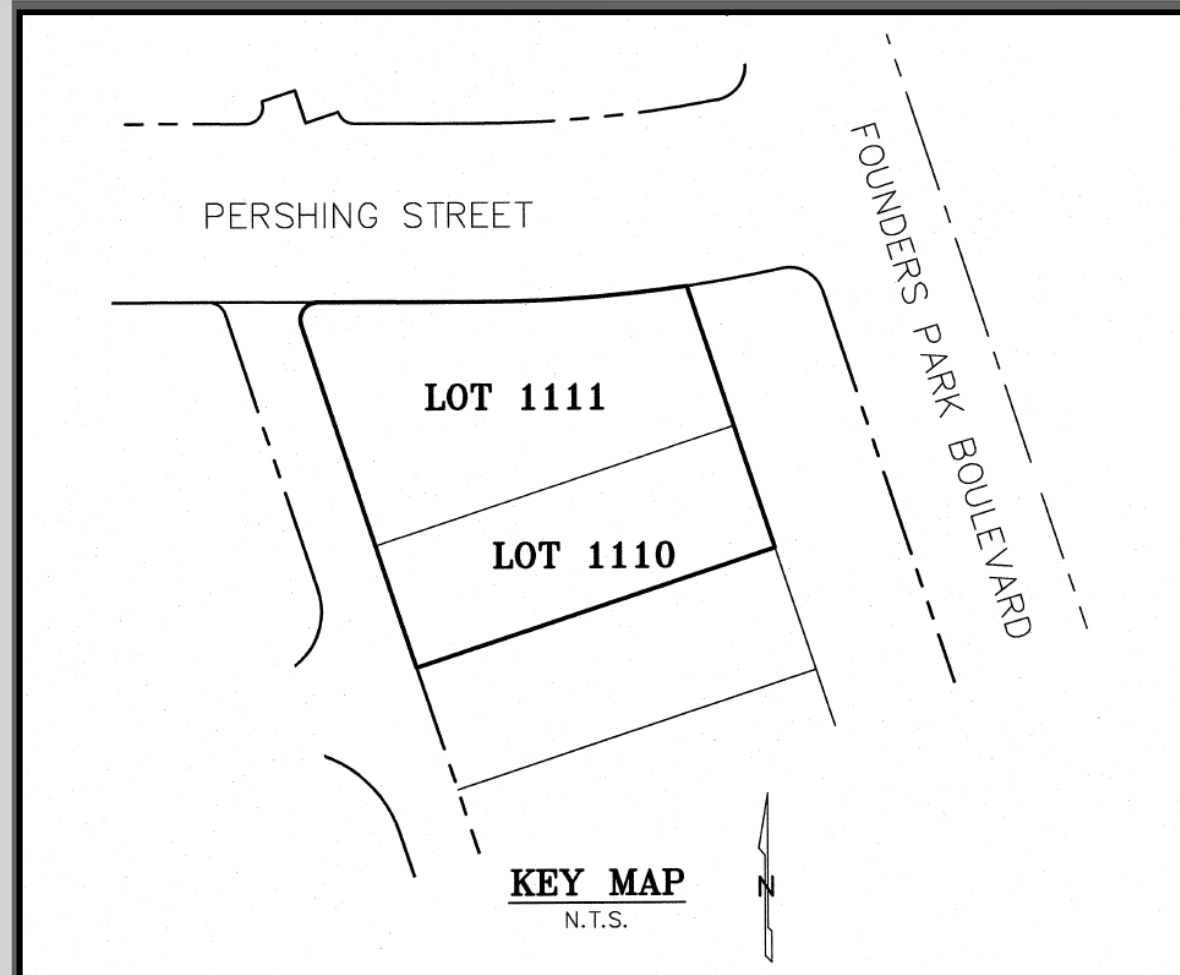
SUBJECT SITE

Vicinity Map



**FS16-322
Marley Park
Lots 1110 & 1111
Corrective Plat**

Case Map



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

KNOW ALL PERSONS BY THESE PRESENTS: THAT MARLEY PARK PHASE I LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME OF A CORRECTED PLAT FOR LOTS 1110 AND 1111 OF MARLEY PARK PARCEL 1, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE CORRECTIVE PLAT OF LOTS 1110 AND 1111 OF MARLEY PARK PARCEL 1 AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION EASEMENT OVER AND ACROSS THIS CORRECTED PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS CORRECTED 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.

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

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

MARLEY PARK PHASE I LLC, WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT THEY ARE THE SOLE OWNER OF THE PROPERTY COVERED BY THIS CORRECTED PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS CORRECTED PLAT, HAS CONSENTED TO OR JOINED IN THIS CORRECTED PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH MARLEY PARK PHASE 1 LLC WILL RECORD NO LATER THAN THE DATE ON WHICH THIS CORRECTED PLAT IS RECORDED.

IN WITNESS WHEREOF, MARLEY PARK PHASE I LLC HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED PERSONS AND ENTITIES, THIS ____ DAY OF _____, 2016.

MARLEY PARK PHASE I LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: MARLEY PARK LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: DMB COMMUNITIES LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGER

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

ITS: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2016, BY _____, THE _____ OF DMB ASSOCIATES, INC., AN ARIZONA CORPORATION, AS MANAGER OF DMB COMMUNITIES LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS MANAGER OF MARLEY PARK LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS MANAGER OF MARLEY PARK PHASE I LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC _____

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ CITY ENGINEER _____ DATE _____

CITY OF SURPRISE COUNCIL APPROVAL

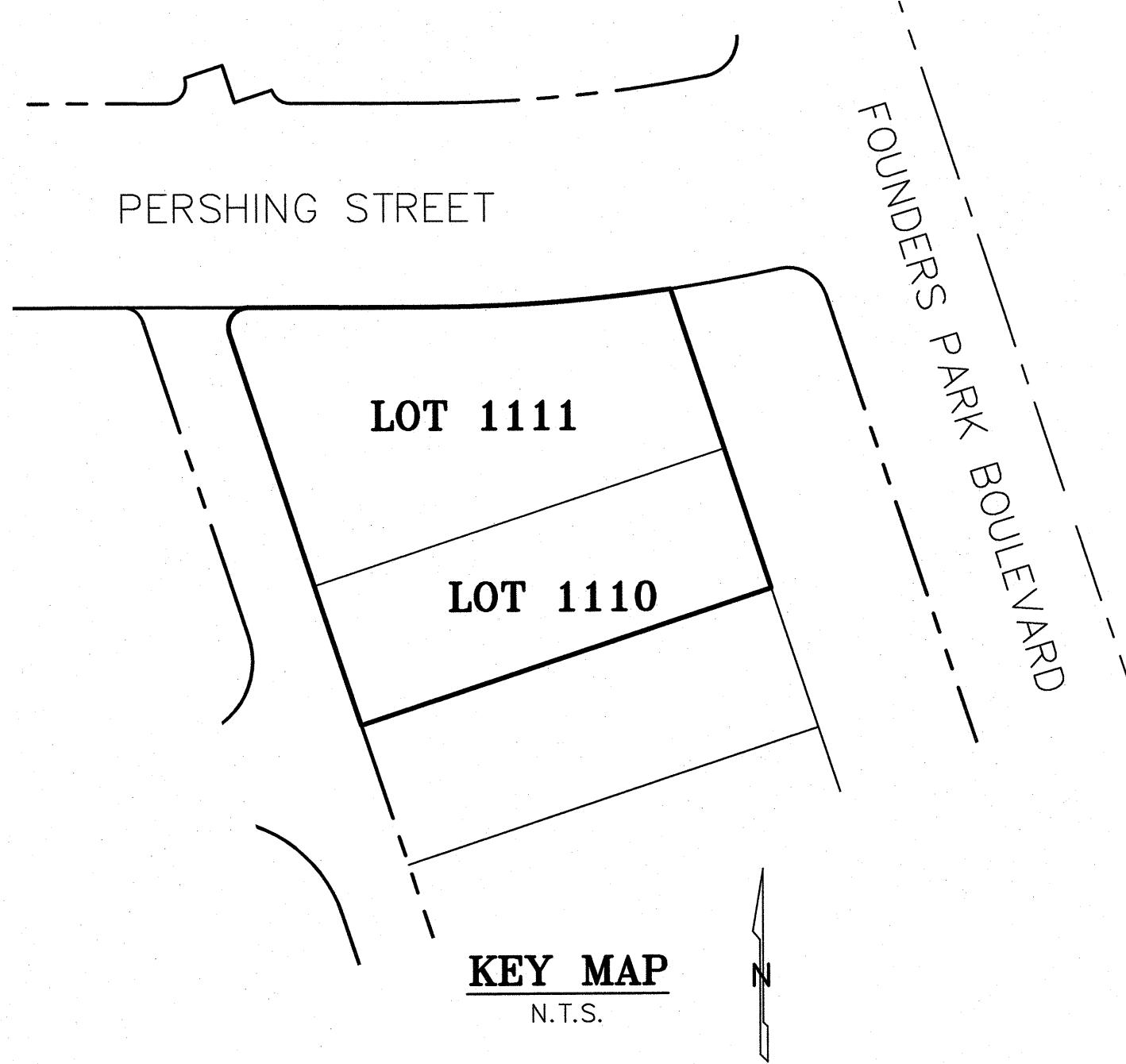
APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS ____ DAY, OF _____, 2016.

ATTEST: _____ MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CORRECTED PLAT
FOR
LOTS 1110 AND 1111 OF MARLEY PARK PARCEL 1

A PROPERTY DIVISION IN THE CITY OF SURPRISE, ARIZONA, A CORRECTED PLAT FOR LOT 1110 OF MARLEY PARK PARCEL 1 AS RECORDED IN BOOK 988, PAGE 50, M.C.R., BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, CITY OF SURPRISE, ARIZONA.



ORIGINAL PARCEL DESCRIPTION

LOT 1110 OF A CORRECTED PLAT FOR MARLEY PARK PARCEL 1, RECORDED IN BOOK 988, PAGE 50, MARICOPA COUNTY RECORDS.

NEW LOT 1110 DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 17, A 1/2-INCH REBAR, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, A PK NAIL, BEARS NORTH 88°41'25" WEST (BASIS OF BEARING), A DISTANCE OF 2634.46 FEET; THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION, NORTH 88°41'25" WEST, A DISTANCE OF 1231.09 FEET; THENCE LEAVING SAID EAST-WEST MID-SECTION LINE, NORTH 01°18'35" EAST, A DISTANCE OF 941.16 FEET, TO THE EASTERLY LINE OF TRACT "H" AND THE NORTHWEST CORNER OF LOT 1109 OF MARLEY PARK PARCEL 1, AS SHOWN ON FINAL PLAT, RECORDED IN BOOK 682, PAGE 01, MARICOPA COUNTY RECORDS (M.C.R.) AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE, NORTH 18°20'48" WEST, A DISTANCE OF 37.50 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH 71°39'12" EAST, A DISTANCE OF 110.00 FEET, TO A POINT ON THE WESTERLY LINE OF TRACT "G1" AS SHOWN ON SAID FINAL PLAT; THENCE ALONG SAID WESTERLY LINE SOUTH 18°20'48" EAST, A DISTANCE OF 37.50 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1109; THENCE LEAVING SAID WESTERLY LINE, ALONG THE NORTHERLY LINE OF SAID LOT 1109, SOUTH 71°39'12" WEST, A DISTANCE OF 110.00 FEET, TO THE POINT OF BEGINNING.

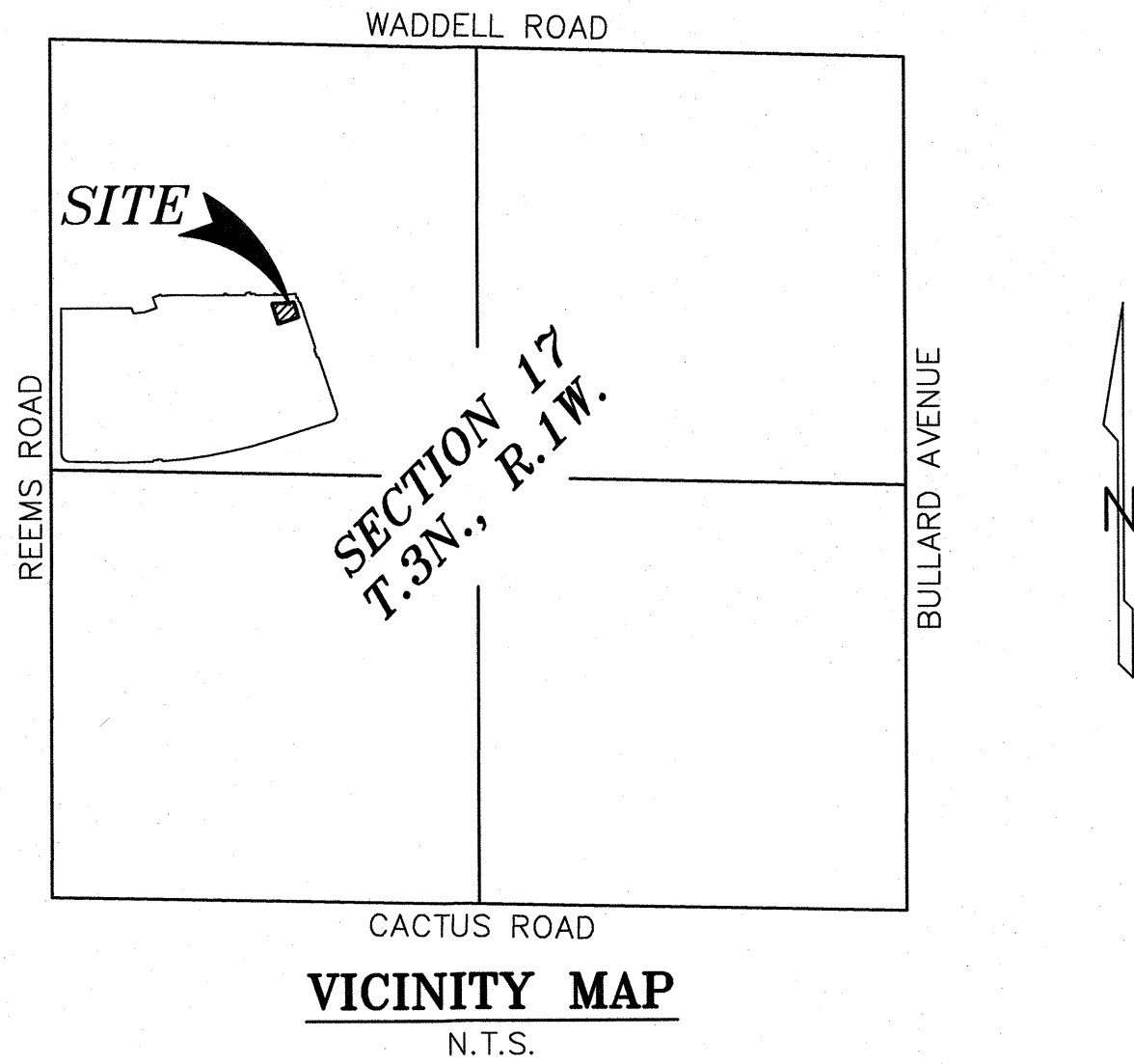
NEW LOT 1111 DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 17, A 1/2-INCH REBAR, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, A PK NAIL, BEARS NORTH 88°41'25" WEST (BASIS OF BEARING), A DISTANCE OF 2634.46 FEET; THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION, NORTH 88°41'25" WEST, A DISTANCE OF 1231.09 FEET; THENCE LEAVING SAID EAST-WEST MID-SECTION LINE, NORTH 01°18'35" EAST, A DISTANCE OF 941.16 FEET, TO THE EASTERLY LINE OF TRACT "H" AND THE NORTHWEST CORNER OF LOT 1109 OF MARLEY PARK PARCEL 1, AS SHOWN ON FINAL PLAT, RECORDED IN BOOK 682, PAGE 01, MARICOPA COUNTY RECORDS (M.C.R.); THENCE ALONG SAID EASTERLY LINE, NORTH 18°20'48" WEST, A DISTANCE OF 37.50 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 18°20'48" WEST, A DISTANCE OF 67.81 FEET, TO THE BEGINNING OF A CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 108°25'54", A DISTANCE OF 9.46 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PERSHING STREET AS SHOWN ON SAID FINAL PLAT AND AN AFFIDAVIT OF AMENDMENT, RECORDED AS DOCUMENT NO. 2005-1427970, M.C.R. AND THE CURVE'S END; THENCE LEAVING SAID EASTERLY LINE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°54'53" EAST, A DISTANCE OF 46.09 FEET, TO THE BEGINNING OF A CURVE; THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 426.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 08°17'30", A DISTANCE OF 61.65 FEET, TO THE NORTHWEST CORNER OF TRACT "G1" AS SHOWN ON SAID FINAL PLAT AND A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE WESTERLY LINE OF SAID TRACT "G1", SOUTH 18°20'48" EAST, A DISTANCE OF 42.78 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 71°39'12" WEST, A DISTANCE OF 110.00 FEET, TO THE POINT OF BEGINNING.

OWNER

MARLEY PARK PHASE I LLC
7600 E. DOUBLETREE RANCH ROAD
SUITE 300
SCOTTSDALE, AZ 85258
CONTACT: DAVE NILSEN
PHONE: (623) 251-3507



NOTES:

- 1) THE BASIS OF BEARING IS THE EAST-WEST MID-SECTION LINE OF THE WEST HALF OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST HAVING A BEARING OF NORTH 88 DEGREES 41 MINUTES 25 SECONDS WEST AS SHOWN ON THE MAP OF DEDICATION FOR MARLEY PARK PHASE 1A, RECORDED IN BOOK 699, PAGE 29, M.C.R.
- 2) AREAS AS PLATTED HEREON:
LOT 1110 AREA IS 4,125 SQUARE FEET OR 0.0947 ACRES, MORE OR LESS
LOT 1111 AREA IS 6,289 SQUARE FEET OR 0.1444 ACRES, MORE OR LESS
ORIGINAL AREAS:
LOT 1110 AREA IS 10,414 SQUARE FEET OR 0.2391 ACRES, MORE OR LESS
- 3) EASEMENTS SHOWN ON THIS CORRECTED PLAT ARE DEPICTED FOR REFERENCE PURPOSES ONLY AND DO NOT OTHERWISE CREATE OR MODIFY THE EASEMENT RIGHTS GRANTED IN THE REFERENCED INSTRUMENT.
- 4) THE COMMON INTERIOR WALL BETWEEN LOTS 1110 AND 1111 LIES ON THE NEWLY CREATED PROPERTY LINE.
- 5) 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.

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS CORRECTED PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVER FLIGHTS 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 1988 MAG NOISE CONTOUR LINES IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

RELEASE OF LIABILITY

- OWNER HEREBY (1) RELEASES AND DISCHARGES THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFIES, DEFENDS, AND HOLDS 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 THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN THE INTEREST TO THIS CORRECTED 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.
- THE PROPERTY OWNER, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.
- ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 04013C1660L DATED OCTOBER 16, 2013 THE SUBJECT PROPERTY IS LOCATED IN SHADED ZONE X. SHADED ZONE X IS DESCRIBED AS: "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."
- DEVELOPMENT OF EACH PARCEL SHALL BE IN ACCORDANCE WITH THE APPROVED MASTER SITE PLAN FOR THE ENTIRE PROPERTY. PLEASE CONTACT THE CITY OF SURPRISE COMMUNITY DEVELOPMENT TO OBTAIN A COPY OF THE MASTER SITE PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THIS PLAT, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

CERTIFICATION

I, THOMAS R. GETTINGS, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS CORRECTED PLAT CONSISTING OF TWO (2) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF APRIL OF 2008; THAT THE SURVEY IS CORRECT AND ACCURATE; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Thomas R. Gettings
THOMAS R. GETTINGS
ARIZONA REGISTERED LAND SURVEYOR, #27239
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

9-13-16
DATE

WOOD/PATEL
LAND DEVELOPMENT • WATER RESOURCES
STRUCTURES • TRANSPORTATION/TRAFFIC
WAY CONSTRUCTION MANAGEMENT
(602) 338-8500
PHOENIX, MESA

MARLEY PARK
SURPRISE, AZ.
CORRECTED PLAT FOR LOTS 1110 AND 1111 OF MARLEY PARK PARCEL 1

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 27239
THOMAS R. GETTINGS
9-13-16
ARIZONA
EXPIRES 06-30-17

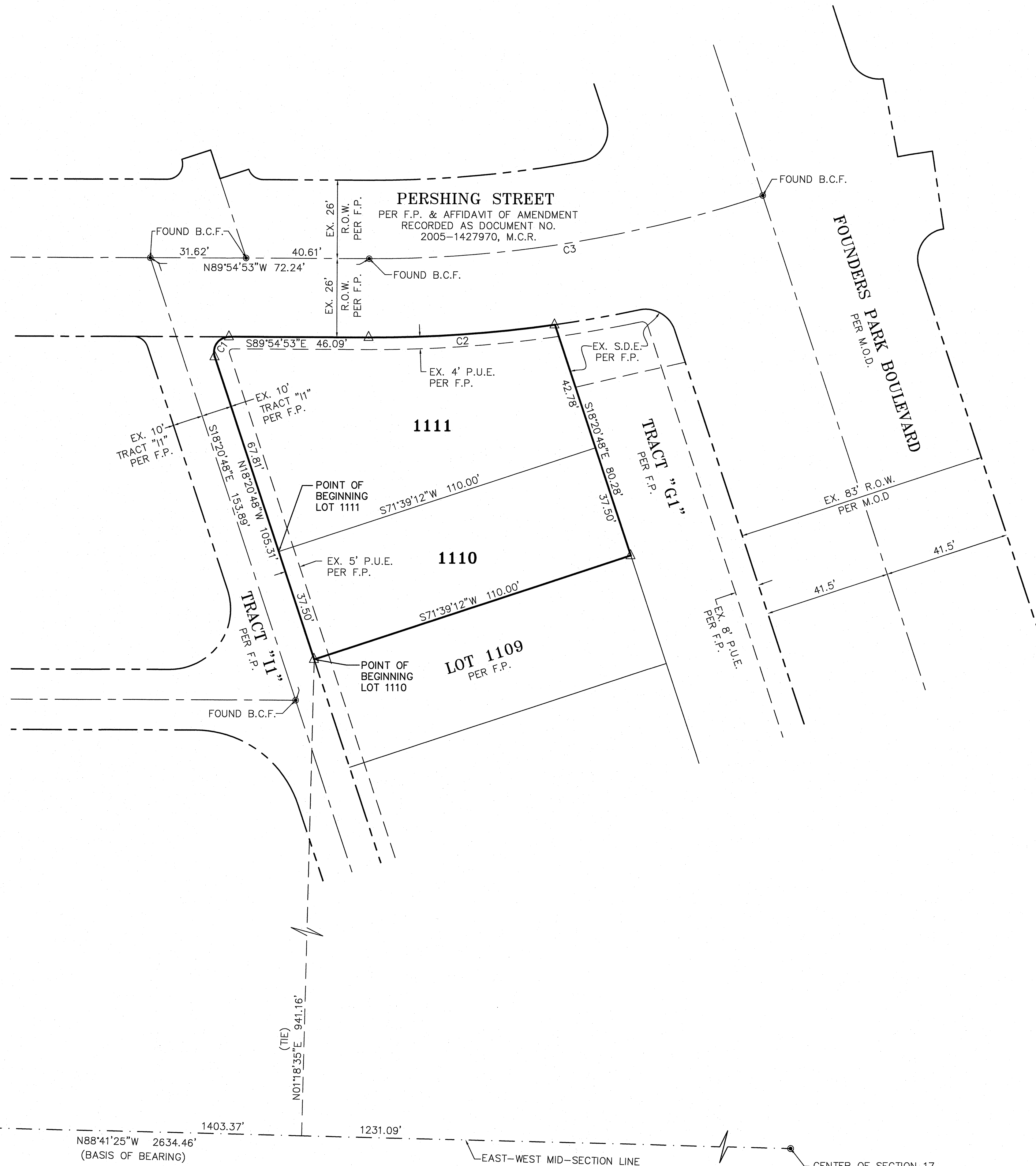
DRAWN MBR
CHECKED MBR/TRG
DATE 09-13-16
SCALE N.T.S.
JOB NO. 164526.80
SHEET 1 OF 2

N:\2016\164526\26\SURVEY\PLAT\4526F01.dwg

LEGEND

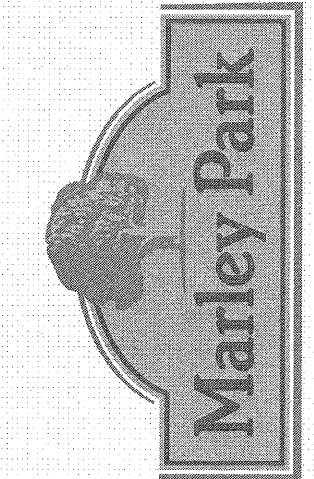
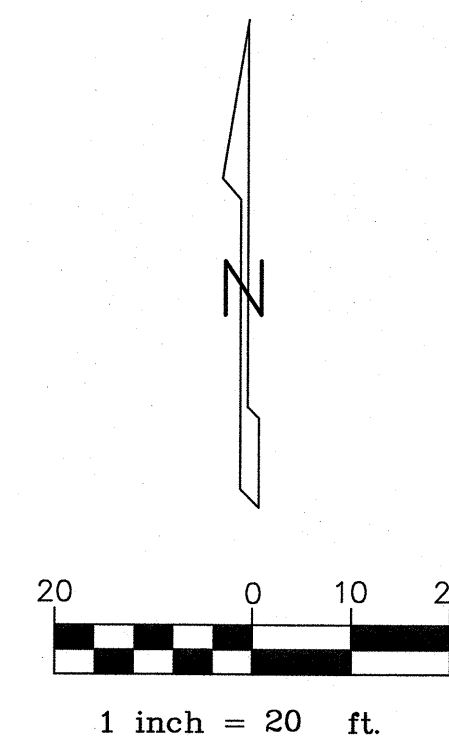
- △ CORNER OF THIS SUBDIVISION
SET SURVEY MONUMENT W/
WOOD/PATEL LS #27239 TAG OR CAP
UNLESS OTHERWISE NOTED
- SURVEY MONUMENT FOUND AS NOTED
- B.C.F. BRASS CAP FLUSH
M.C.R. MARICOPA COUNTY RECORDS
EX. EXISTING
FD. FOUND
R.O.W. RIGHT-OF-WAY
P.U.E. PUBLIC UTILITY EASEMENT
S.D.E. STORM DRAINAGE EASEMENT
F.P. FINAL PLAT FOR MARLEY PARK PARCEL 1
RECORDED IN BOOK 682, PAGE 1, M.C.R.
AND AFFIDAVIT OF AMENDMENT RECORDED
AS DOCUMENT NO. 2005-1427970, M.C.R.
- M.O.D. MAP OF DEDICATION FOR MARLEY PARK PHASE 1
RECORDED IN BOOK 675, PAGE 21, M.C.R.
- BOUNDARY LINE
- - - EASEMENT LINE AS NOTED
- - - CENTERLINE
- - - SECTION LINE
- - - LOT LINE
- - - RIGHT-OF-WAY LINE

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	108°25'54"	5.00'	9.46'	S35°52'09"W	8.11'
C2	08°17'30"	426.00'	61.65'	N85°56'22"E	61.60'
C3	18°55'59"	400.00'	132.18'	N80°37'07"E	131.58'



W 1/4 CORNER SECTION 17,
T.3N., R.1W.
FD. PK NAIL W/ STRADDLERS
SAME LOCATION AS 1/2" REBAR FOUND AS
PART OF THE ORIGINAL WADDELL PROPERTY
ALTA SURVEY, DATED JULY 30, 2001, JOB #001113.81.SURV

CENTER OF SECTION 17
T.3N., R.1W.
FD. 1/2" REBAR
POINT OF COMMENCEMENT

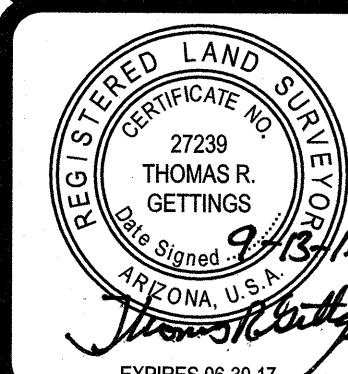


WOOD/PATEL
LAND DEVELOPMENT • WATER RESOURCES
LAND SURVEY • WATER/WASTEWATER • SURVEYING
CONSTRUCTION MANAGEMENT
(602) 335-8500
PHOENIX • MESA

MARLEY PARK

SURPRISE, AZ.

CORRECTED PLAT FOR LOTS 1110 AND 1111 OF MARLEY PARK PARCEL 1



DRAWN
MBR
CHECKED
MBR/TRG
DATE
09/13/16
SCALE
1"=20'
JOB NO.
164526.80
SHEET

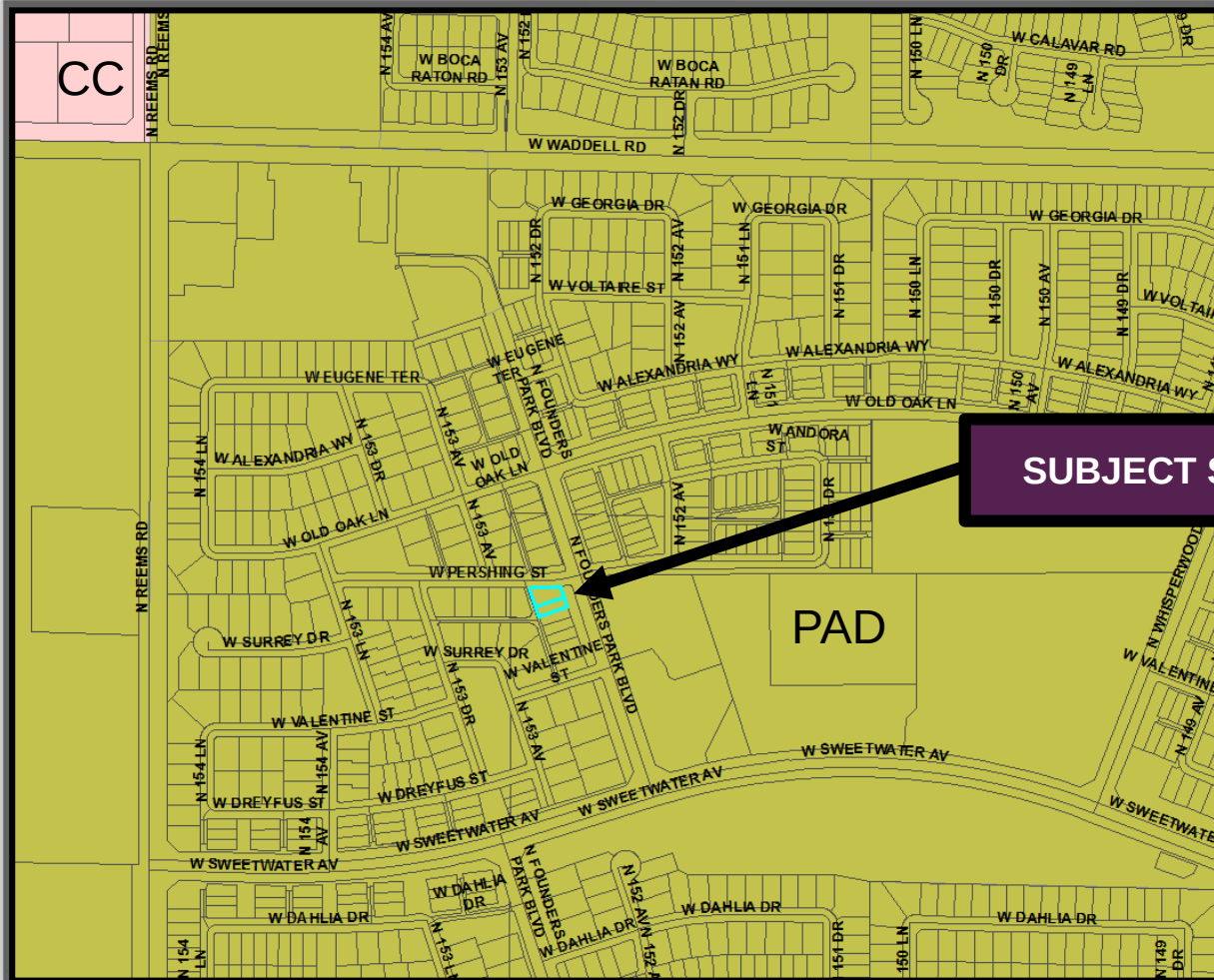


SURPRISE
ARIZONA

FS16-322

**Marley Park Lots 1110 & 1111
Corrective Plat**

City Council
November 1, 2016



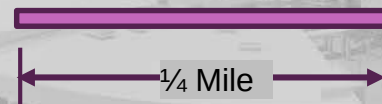
FS16-322
Marley Park
Lots 1110/1111
Corrective Plat

Vicinity Map

SUBJECT SITE



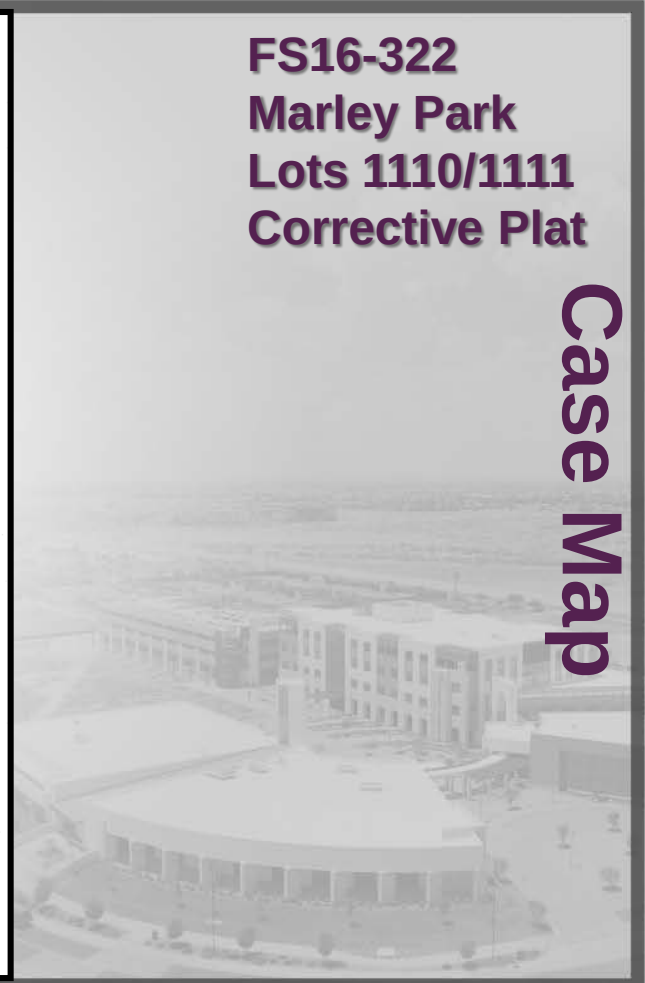
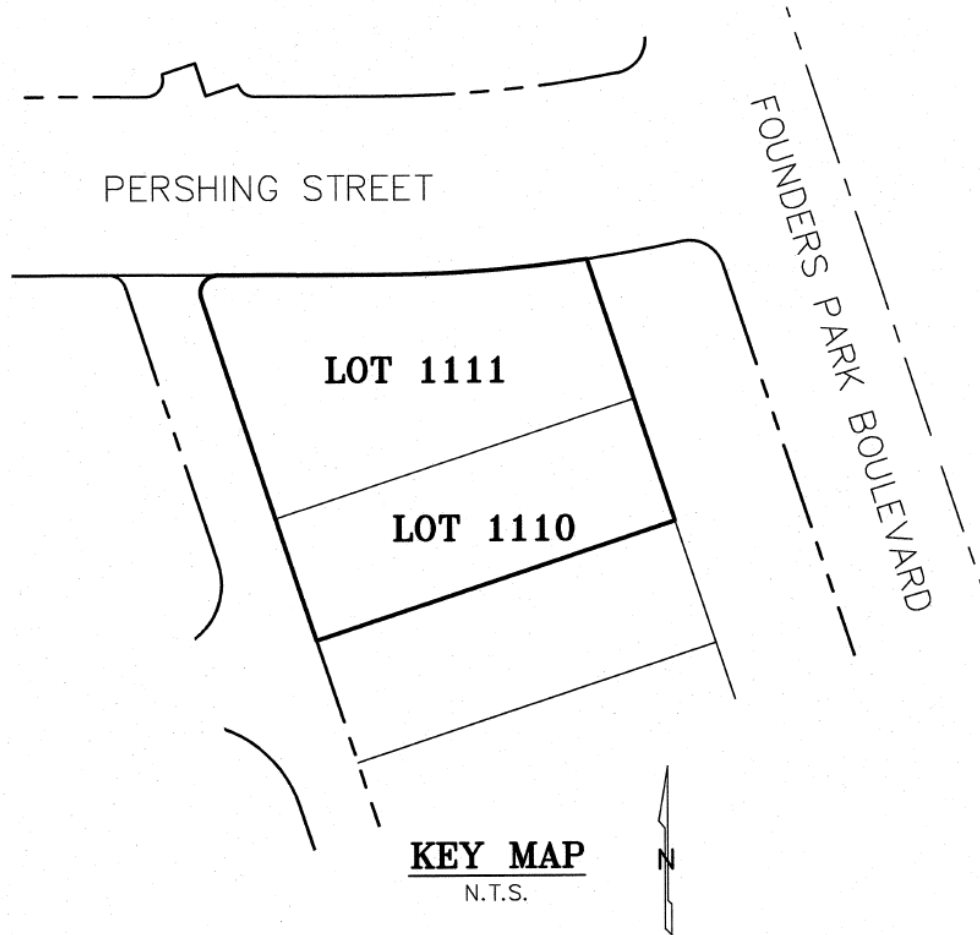
North



1/4 Mile

**FS16-322
Marley Park
Lots 1110/1111
Corrective Plat**

Case Map



DEDICATION

STATE OF ARIZONA

COUNTY OF MARICOPA

KNOW ALL PERSONS BY THESE PRESENTS:

THAT MARLEY PARK PHASE I, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER"), HAS SUBDIVIDED THE LAND HEREIN INTO A CORRECTED PLAT FOR LOTS 1110 AND 1111 OF MARLEY PARK PHASE I, A SUBDIVISION LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE CORRECTIVE PLAT OF LOTS 1110 AND 1111 OF MARLEY PARK PHASE I, AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF EACH LOT, CONSTITUTING SAME, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIATION EASEMENT OVER AND ACROSS THIS CORRECTED PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS CORRECTED PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUEL, OIL, 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 LAKE AIR FORCE BASE.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE AND ACROSS, THIS CORRECTED PLAT AND EVERY LOT THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH COPIES, FUMES, SMELLS, AND PHYSICAL AND PHYSIOLOGICAL PARTICLES CAUSED BY THE LAWS OF OPERATION AND MAINTENANCE OF THE CITY'S WASTEWATER TREATMENT PLANT LOCATED SOUTH OF CACTUS ROAD APPROXIMATELY ONE-HALF (1/2) MILE EAST OF LOTTERED ROAD.

THE EASEMENTS GRANTED WITHIN THIS ASSOCIATION ARE PERMANENT AND PORTABLE AND SHALL RUN WITH THE LAND AND BE BINDING UPON THAT MARLEY PARK PHASE I, LLC, AND THEIR HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS CORRECTED PLAT OR ANY PARCEL OR LOT THEREOF.

MARLEY PARK PHASE I, LLC, WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT THEY ARE THE SOLE OWNER OF THE PROPERTY COVERED BY THIS CORRECTED PLAT, AND THAT EVERY LAND, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DECLARATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS CORRECTED PLAT, HAS CONSENTED TO OR JOINED IN THIS CORRECTED PLAT AS ENDORSED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH MARLEY PARK PHASE I, LLC WILL RECORD NO LATER THAN THE DATE ON WHICH THIS CORRECTED PLAT IS RECORDED.

IN WITNESS WHEREOF, MARLEY PARK PHASE I, LLC HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, AUTHORIZED PERSONS AND ENTITIES, THIS ____ DAY OF _____, 2016.

MARLEY PARK PHASE I, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: MARLEY PARK LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: DMB ASSOCIATES, INC., AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGER

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

BY: _____

BY: _____

BY: _____

BY: _____

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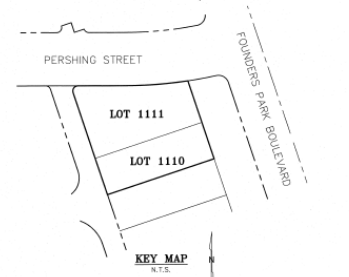
BY: _____

BY: _____

CORRECTED PLAT FOR

LOTS 1110 AND 1111 OF MARLEY PARK PHASE I

A PROPERTY DIVISION IN THE CITY OF SURPRISE, ARIZONA, A CORRECTED PLAT FOR LOT 1110 OF MARLEY PARK PHASE I, AS RECORDED IN BOOK 988, PAGE 50, M.C.R., BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, CITY OF SURPRISE, ARIZONA.



ORIGINAL PARCEL DESCRIPTION

LOT 1110 OF A CORRECTED PLAT FOR MARLEY PARK PHASE I, RECORDED IN BOOK 988, PAGE 50, MARICOPA COUNTY RECORDS.

NEW LOT 1110 DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 17, A 1/2-INCH REBAR, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, A P.K. NAIL, BEARS NORTH 89°17'20" WEST (BASES OF BEARING), A DISTANCE OF 2634.46 FEET; THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION, NORTH 89°17'20" WEST, A DISTANCE OF 123.09 FEET; THENCE ALONG THE EAST-WEST MID-SECTION LINE OF TRACT "T", NORTH 89°17'20" WEST, A DISTANCE OF 123.09 FEET; THENCE LEAVING SAID EAST-WEST MID-SECTION LINE, NORTH 89°17'20" EAST, A DISTANCE OF 141.16 FEET, TO THE EASTERN LINE OF TRACT "T", AND THE NORTHWEST CORNER OF LOT 1108 OF MARLEY PARK PHASE I, AS SHOWN ON FINAL PLAT, RECORDED IN BOOK 682, PAGE 61, MARICOPA COUNTY RECORDS (M.C.R.) AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERN LINE, NORTH 89°17'20" EAST, A DISTANCE OF 110.00 FEET, TO A POINT ON THE WESTERN LINE OF TRACT "T" AS SHOWN ON FINAL PLAT; THENCE ALONG SAID WESTERN LINE, SOUTH 89°17'20" WEST, A DISTANCE OF 37.50 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1108; THENCE LEAVING SAID WESTERN LINE, ALONG THE NORTHERLY LINE OF SAID LOT 1108, NORTH 71°39'12" WEST, A DISTANCE OF 110.00 FEET, TO THE POINT OF BEGINNING.

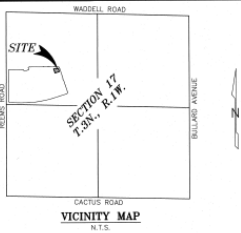
NEW LOT 1111 DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 17, A 1/2-INCH REBAR, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, A P.K. NAIL, BEARS NORTH 89°17'20" WEST (BASES OF BEARING), A DISTANCE OF 2634.46 FEET; THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION, NORTH 89°17'20" WEST, A DISTANCE OF 123.09 FEET; THENCE ALONG THE EAST-WEST MID-SECTION LINE OF TRACT "T", NORTH 89°17'20" WEST, A DISTANCE OF 123.09 FEET; THENCE LEAVING SAID EAST-WEST MID-SECTION LINE, NORTH 89°17'20" EAST, A DISTANCE OF 141.16 FEET, TO THE EASTERN LINE OF TRACT "T", AND THE NORTHWEST CORNER OF LOT 1108 OF MARLEY PARK PHASE I, AS SHOWN ON FINAL PLAT, RECORDED IN BOOK 682, PAGE 61, MARICOPA COUNTY RECORDS (M.C.R.) AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERN LINE, NORTH 89°17'20" EAST, A DISTANCE OF 110.00 FEET, TO A POINT ON THE WESTERN LINE OF TRACT "T" AS SHOWN ON FINAL PLAT; THENCE ALONG SAID WESTERN LINE, SOUTH 89°17'20" WEST, A DISTANCE OF 37.50 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1108; THENCE LEAVING SAID WESTERN LINE, ALONG THE NORTHERLY LINE OF SAID LOT 1108, NORTH 71°39'12" WEST, A DISTANCE OF 110.00 FEET, TO THE POINT OF BEGINNING.

OWNER

MARLEY PARK PHASE I, LLC
1600 E. COUGHLIN RANCH ROAD
SUITE 300
SCOTTSDALE, AZ 85258
CONTACT: _____
PHONE: (602) 281-3507



NOTES:

- THE BASIS OF BEARING IS THE EAST-WEST MID-SECTION LINE OF THE WEST HALF OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 1 WEST HAVING A BEARING OF NORTH 89 DEGREES AT MINUTES 25 SECONDS WEST AS SHOWN ON THE MAP OF DEDICATION FOR MARLEY PARK PHASE I, RECORDED IN BOOK 999, PAGE 20, M.C.R.
- AREAS AS PLATTED HEREON:
- LOT 1110 AREA IS 4.125 SQUARE FEET OR 0.0947 ACRES, MORE OR LESS
- LOT 1111 AREA IS 6.289 SQUARE FEET OR 0.1444 ACRES, MORE OR LESS
- ORIGINAL AREAS:
- LOT 1110 AREA IS 10.414 SQUARE FEET OR 0.2391 ACRES, MORE OR LESS
- EASEMENTS SHOWN ON THIS CORRECTED PLAT ARE DERIVED FOR REFERENCE PURPOSES ONLY AND DO NOT OTHERWISE CREATE OR MODIFY THE EASEMENT RIGHTS GRANTED IN THE REFERENCED INSTRUMENT.
- THE MAINTENANCE OF THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTOR AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DESIGNATED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER. THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY OWNERS.
- PUBLIC NOTICE
- THE LOTS DERIVED ON THIS CORRECTED PLAT ARE LOCATED WITHIN THE VIOLENTY OF LAKE AIR FORCE BASE AND MAY BE SUBJECT TO OVER FLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS APPROVED BY THE CITY OF SURPRISE. A MAP DETAILING THE 1988 NOISE CONTOUR LINES IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.
- RELEASE OF LIABILITY
- OWNER HEREBY (1) RELEASES AND DISCHARGES THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNITIES, DEFENDS AND HOLDS HARMLESS THE CITY OF SURPRISE, 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, EITHER OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT LANDING LINE AIR FORCE BASE, WHETHER SUCH DAMAGES 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 LAKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON THE HEIR, HEIRS, ASSIGNS, AND SUCCESSORS OF THE CITY OF SURPRISE AND THIS CORRECTED PLAT OR ANY PARCELS, OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGES OR PROPERTY DAMAGE CAUSED BY FALLING AIRBORNE OBJECTS OR FALLING FLIGHTING OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL AND LUBRICANT PARTICLES.
- THE PROPERTY OWNER, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE, ENGINEERING DEPARTMENT.
- ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48013C0060, DATED OCTOBER 16, 2013 THE SUBJECT PROPERTY IS LOCATED IN SHADED ZONE X, SHADED ZONE X IS DESCRIBED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."
- DEVELOPMENT OF EACH PARCEL SHALL BE IN ACCORDANCE WITH THE APPROVED MASTER SITE PLAN FOR THE ENTIRE PROPERTY. PLEASE CONTACT THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT FOR THE MASTER SITE PLAN.
- PURSUANT TO A.R.S. § 4-2-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT SPECIALTY DISTRICTS #4740 AND 14710, WHEN APPLICABLE.
- OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE, EITHER OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT LANDING LINE AIR FORCE BASE, WHETHER SUCH DAMAGES 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 LAKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON THE HEIR, HEIRS, ASSIGNS, AND SUCCESSORS OF THE CITY OF SURPRISE AND THIS CORRECTED PLAT OR ANY PARCELS, OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGES OR PROPERTY DAMAGE CAUSED BY FALLING AIRBORNE OBJECTS OR FALLING FLIGHTING OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL AND LUBRICANT PARTICLES.

CERTIFICATION

THOMAS R. GETTING, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS CORRECTED PLAT CONSISTING OF TWO (2) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF APRIL OF 2008, THAT THE SURVEY IS CORRECT AND ACCURATE, THAT THE DIMENSIONS LOCATED WITHIN THIS PLAT, UNLESS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THOMAS R. GETTING, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, #27239
WOOD, PATEL & ASSOCIATES, INC.
2000 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

7-13-16
DATE

FS16-322 Marley Park Lots 1110 & 1111 Corrective Plat



WOODPATEL
LAND SURVEYING & PLANNING
2000 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
(602) 281-3500
FRENCH VEE

MARLEY PARK
SURPRISE, AZ
CORRECTED PLAT FOR LOTS 1110 AND 1111 OF MARLEY PARK PHASE I



THOMAS R. GETTING
REGISTERED LAND SURVEYOR
NO. 27239
WOOD, PATEL & ASSOCIATES, INC.
2000 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021

7-13-16
DATE

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS CORRECTED PLAT 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 _____



2 OF 2

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	108°25'54"	5.00'	9.46'	S35°52'09"W	8.31'
C2	087°1'36"	426.00'	61.65'	N85°56'22"E	61.65'
C3	18°55'59"	400.00'	132.18'	N80°37'07"E	131.13'





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION #2016-144

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A CORRECTED FINAL PLAT ENTITLED "MARLEY PARK LOTS 1110 & 1111 CORRECTIVE PLAT," GENERALLY LOCATED ON THE SOUTHWEST CORNER OF PERSHING STREET AND FOUNDERS'S PARK BLVD.

WHEREAS, on September 25, 2003, the Mayor and City Council approved the Final Plat for Marley Park Parcel 1 in Resolution 2003-153;

WHEREAS, on February 28, 2008, the Mayor and City Council approved the 1st Corrective Plat for Marley Park Lots 1110 and 1111 in Resolution 2008-42 combining the lots for the Model Home Sales Office;

WHEREAS, Owner wishes to split the lots back to original configuration to accommodate two single family attached dwelling units;

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

WHEREAS, the proposed Corrected Final Plat complies with the Surprise Municipal Code and General Plan.

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

Section 1. The Corrected Final Plat entitled "MARLEY PARK LOTS 1110 & 1111 CORRECTIVE PLAT," dated September 13, 2016 is approved.

Section 2. Any future amendment of this plat does not require approval by resolution.

APPROVED AND ADOPTED this _____ day of _____ 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	November 1, 2016	Contact Person:	Geoffrey Leggett, Assistant Police Chief
Submitting Department:	Police	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 reallocating appropriations in the amount of \$50,000 to reflect acceptance of the FFY2016 Homeland Security CBRNE Sustainment Grant awarded to the Surprise Police Department by the Arizona Department of Homeland Security (AZDOHS); Resolution # 2016-128.

Motion:

I move to approve Resolution # 2016-128.

Background:

The U.S. Department of Homeland Security has awarded the City of Surprise funding for travel, training, and equipment associated with this grant. The grant will pay \$10,000 for officers to attend the National Tactical Officers Association (NTOA) Annual Training Conference; \$7,600 for mechanical, thermal, ballistic and explosive breaching training, and \$32,374 for equipment to be used to assist the Police Department's tactical team in dealing with various situations it may encounter to include a multi-purpose night vision system, helmet-mounted lights, a structural acoustic receiver, CBRNE protective boots, and SCBA maintenance and parts.

Objective Analysis:

This grant allows the Police Department to pay for tactical training for 20 officers and to supplement the equipment available to the tactical team. The training and equipment greatly improves the team. There is no known negative outcomes to either the training or the equipment this grant provides.

Policy Compliant:

The grant objectives are consistent with the City and Council policy and practice of supplementing the General Fund budget through use of grant funds when reasonable to do so. In addition, acceptance and utilization of these grant funds will better prepare the City to deal with unusual circumstances in the future and this is consistent with City and Council policy and practice of preparation.

Financial Impact:

This one-time grant award includes \$10,000 for travel and training, \$14,400 for operating equipment, and \$18,000 for capital equipment. There is no City match requirement.

Budget Impact:

This action will reallocate appropriation in the amount of \$50,000 within the Grants Fund from contingency to travel and training, operating equipment, and capital equipment without exceeding the approved total annual budget for FY2017.

FTE Impact:

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

ATTACHMENTS:**Click to download**

- ☐ [Resolution 2016-128](#)
 - ☐ [FFY2016 AZDOHS CBRNE Sustainment Grant Award](#)
 - ☐ [FFY2016 AZDOHS Grant Award Budget Detail](#)
 - ☐ [FFY2016 AZDOHS CBRNE Sustainment Grant](#)
 - ☐ [FFY2016 Project Administration Page](#)
 - ☐ [FFY2016 NIMS Compliance Certification](#)
-

RESOLUTION # 2016-128

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$50,000 WITHIN THE GRANTS AND CONTINGENCY FUND FOR THE RECEIPT OF GRANT FUNDING.

WHEREAS, the State of Arizona, Department of Homeland Security has awarded the City of Surprise Police Department a Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) sustainment grant in the amount of \$49,974 in support of the FY2016 Urban Area Security Initiative (UASI) grant program;

WHEREAS, it is in the best interests of the City and its residents that this grant be accepted thereby allowing the Police Department and the City to be better prepared to deal with incidents that are unusual and may require special equipment;

WHEREAS, this grant award was not included as part of the FY2017 budget 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. The City is hereby authorized to accept a grant in the amount of \$49,974 from the State of Arizona, Department of Homeland Security as part of the CBRNE sustainment grant program in support of the FFY 2016 Homeland Security Grant Program.

Section 2. That Bob Wingenroth, City Manager, or his designees, are authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said application and grant award.

Section 3. 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 # 2016-128
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.

Grants and Contingency Fund	Current Appropriation	Increase (Decrease)	Amended Appropriation
Travel and Training	\$0	\$17,600	\$17,600
Operating Equipment, Tools, and Parts <\$10,000	0	14,400	14,400
Capital Equipment	0	18,000	18,000
Contingency	12,497,200	(50,000)	12,447,200
	<u>\$12,497,200</u>	<u>\$0</u>	<u>\$12,497,200</u>
 Federal Grant Revenue	 \$0	 \$50,000	 \$50,000
Other Grant Revenue	12,492,200	(50,000)	12,442,200
	<u>\$12,492,200</u>	<u>\$0</u>	<u>\$12,492,200</u>

The fund changes are as follows:

- The amendment utilizes the Grants and Contingency Fund in the amount of \$50,000 for travel and training and operating equipment, tools, and parts <\$10,000 without exceeding the approved total annual budget for FY2017.



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 23, 2016

Terry Young
Surprise Police Department
14250 W. Statler Plz., Ste. 103
Surprise, AZ 85374-7481

Subject: FFY 2016 Homeland Security Grant Program Award
Subrecipient Agreement Number: **160823-01**
Project Title: **CBRNE Sustainment, FFY16, Surprise PD**

Dear Terry Young,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**CBRNE Sustainment, FFY16, Surprise PD**" has been fully funded under the 2016 Urban Area Security Initiative Grant Program for **\$49,974**. The grant performance period is **October 1, 2016 through September 30, 2017**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To access your award documentation:

- Log-in to azdohsgrants.az.gov/user. A username/password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance.

To initiate the award process:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original.
2. Two Subrecipient Agreements – Print and sign two original Subrecipient Agreements
3. NIMS Compliance Certification – Complete and sign one original certification.
4. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).

Hard copies of the Project Administration Page, Subrecipient Agreement, NIMS Compliance Certification and EHP letter will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2017, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security



Director Gilbert M. Orrantia

Interoperable Priority Programming Guide.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Per 2 CFR 200 Subpart F, Subrecipients who expend \$750,000 or more in Federal dollars in the previous fiscal year and subsequent years within the period of performance are required to submit an electronic copy of their annual Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations). Subrecipients shall submit their annual Single Audit to audits@azdohs.gov within 9 months after the close of the fiscal year. If a Subrecipient does not expend more than \$750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single Audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2016 federal award date as indicated in the U.S. DHS award package is 8/12/2016 with a total amount of funding of \$21,798,000. The Federal Award Identification Number is EMW-2016-SS-00119-S01.
- AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Bert Anzini



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program



Director Gilbert M. Orrantia

Training - Budget Detail Worksheet

Surprise Police Department

160823-01

Training Title: National Tactical Officers Association Annual Training Conference

Description:

This conference officers a variety of training programs and seminars that provide personnel with enhanced operational skills as well as a knowledge of industry standards, best practices, legal considerations, and current issues facing the profession.

Backfill/Overtime		Supplies		Contract/Consult		Travel		Wkshp/Conf		Total	
<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000	\$10,000	\$10,000

Training Total for Surprise Police Department Subrecipient Agreement Number 160823-01 - Requested: **\$17,600** Approved: **\$17,600**

Training Item 1 of 2



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program



Director Gilbert M. Orrantia

Training - Budget Detail Worksheet

Surprise Police Department

160823-01

Training Title: Mechanical, thermal, ballistic, and explosive breaching training

Description:

This basic training is necessary for the development of effective and safe breaching skills and will result in the certification of attendees to use mechanical, thermal, ballistic, and explosive breaching operationally.

<i>Backfill/Overtime</i>		<i>Supplies</i>		<i>Contract/Consult</i>		<i>Travel</i>		<i>Wkshp/Conf</i>		<i>Total</i>	
<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>
\$0	\$0	\$0	\$0	\$0	\$0	\$2,800	\$2,800	\$4,800	\$4,800	\$7,600	\$7,600

Training Total for Surprise Police Department Subrecipient Agreement Number 160823-01 - Requested: **\$17,600** Approved: **\$17,600**

Training Item 2 of 2



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program



Director Gilbert M. Orrantia

Equipment - Budget Detail Worksheet

Surprise Police Department

160823-01

AEL #	Item Description	Qty Requested	Total Requested	Qty Approved	Total Approved
03OE-02-TILA	Multi-purpose night vision system	2	\$6,600	2	\$6,600
04MD-01-LAMP	Helmet-mounted lights	18	\$3,294	18	\$3,294
13LE-00-SURV	Structural acoustic receiver	1	\$18,000	1	\$18,000
01CL-01-ENSM	CBRN protective boots	18	\$1,980	18	\$1,980
01AR-01-SCBA	SCBA maintenance and parts	1	\$2,500	1	\$2,500
TOTAL:			\$32,374		\$32,374

Displaying 1 - 5 of 5 Equipment Items



Governor Douglas A. Ducey

State of Arizona
Department of Homeland Security
State Homeland Security Program



Director Gilbert M. Orrantia

SUBRECIPIENT AGREEMENT

16-AZDOHS-HSGP-160823-01

Between

The Arizona Department of Homeland Security

And

Surprise Police Department

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

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Surprise Police Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2016** and shall terminate on **September 30, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"CBRNE Sustainment, FFY16, Surprise PD"** and funded at **\$49,974** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

- a. Provide up to **\$49,974** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. **FISCAL RESPONSIBILITY**

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

VI. **FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.
- b) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).
- c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. **APPLICABLE FEDERAL REGULATIONS**

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

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

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

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

Procurement

The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov/grants.

Training and Exercise

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

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

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

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - 1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

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

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The

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

- b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- d) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.
- e) Financial Reimbursements
The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

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

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

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

XI. **ASSIGNMENT AND DELEGATION**

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

XII. **AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. **US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

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

Article E - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990

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

Article I - Fly America Act of 1974

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

Article J - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies

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

Article L - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article N - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

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

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Article P - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI

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

Article V - Civil Rights Act of 1968

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

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

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article X - SAFECOM

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

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

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

Article Z - Rehabilitation Act of 1973

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

Article AA - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

Article AC - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Article AF - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. §

35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. **FORCE MAJEURE**

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

XXI. **PARTIAL INVALIDITY**

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

XXII. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. **GOVERNING LAW AND CONTRACT INTERPRETATION**

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

XXIV. **ENTIRE AGREEMENT**

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

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

XXV. **LICENSING**

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

XXVI. **SECTARIAN REQUESTS**

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

XXVII. **ADVERTISING AND PROMOTION OF AGREEMENT**

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

XXVIII. **OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

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

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

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

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

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

XXIX. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

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

XXX. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. **TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

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

XXXIII. **PARAGRAPH HEADINGS**

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

XXXIV. **COUNTERPARTS**

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

XXXV. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

XXXVI. **SPECIAL CONDITIONS**

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

XXXVII. **NOTICES**

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

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

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

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

Lieutenant Bert Anzini

Enter Title, First & Last Name Above
City of Surprise Police Department

Enter Agency Name Above
14250 W. Statler Plaza, #103

Enter Street Address Above
Surprise, AZ 85374

Enter City, State, ZIP Above

XXXVIII. **IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Surprise Police Department

Enter Agency Name Above

Authorized Signature Above
Terry Young, Police Chief

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Project Administration Page

Grant #: **160823-01**

Subrecipient: **Surprise Police Department**

Project Title: **CBRNE Sustainment, FFY16, Surprise PD**

Grant Program: **Urban Area Security Initiative**

1. Unit of Government: **Surprise Police Department**

Point of Contact: **Bert Anzini**

Subrecipient Address:

Street: **14250 W. Statler Plz., Ste. 103**

City/State/Zip: **Surprise, AZ 85374-7481**

Head of Agency: **Terry Young**

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

Phone #: **(623) 222-4020**

E-mail Address: terry.young@surpriseaz.gov

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities**

5. Total Dollar Amount Requested: **\$49,974** Total Dollar Amount Awarded: **\$49,974**

APPROVAL PROCESS

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

Subrecipient Project Point of Contact:

Bert Anzini

Print Name

 9/24/16

Signature

Date

AZDOHS Staff:

Nicole Schwegler

Print Name

Signature

Date

This form is to be signed and returned.

NIMS Compliance Certification

Subrecipient Information

Subrecipient Agreement Number: 16-AZDOHS-HSGP-160823-01

Agency: Surprise Police Department

Please complete this form, sign and return to AZDOHS with award packet materials.

1.a. Select your jurisdiction type:

☐ Tribal Nation ☐ County/Parish/Township/Borough ☒ City/Urban Area ☐ Other:

If you marked other, please explain:

1.b. If all components of your jurisdiction are not accounted for, please explain:

2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for Fiscal Year (FY) 2016? ☒ Yes ☐ No

3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?

Emergency Operations Plans	☒ Yes ☐ No	Mitigation Plan	☒ Yes ☐ No
Standard Operating Procedures	☒ Yes ☐ No	Training Plan	☒ Yes ☐ No
Standard Operation Guidelines	☒ Yes ☐ No	Continuity Plan	☒ Yes ☐ No
All Hazard Plan	☒ Yes ☐ No		

4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?

<u>Intrastate Agreements</u>		<u>Interagency and Interstate Agreements</u>	
Throughout the State/Territory?	☒ Yes ☐ No	Throughout the jurisdiction?	☒ Yes ☐ No
That include the Private Sector?	☐ Yes ☒ No	That include the Private Sector?	☒ Yes ☐ No
That include NGOs?	☐ Yes ☒ No	That include NGOs?	☐ Yes ☒ No
That include Tribal Nations?	☐ Yes ☒ No	That include Tribal Nations?	☐ Yes ☒ No

5.a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?

☒ Yes, all appropriate training ☐ Yes, some appropriate training ☐ No

5.b. If yes, which of the following has been incorporated?

☒ Interoperable and Compatible Communications, Technology, and Information Management	☒ Incident Command System
☒ Resource Management, Typing, and Credentialing	☒ Multiagency Coordination System
☒ Mutual Aid or Assistance Agreements	☒ Public Information

6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?

☒ Yes ☐ No

7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.

☒ Interoperable and Compatible Communications, Technology, and Information Management	☒ Incident Command System
☐ Resource Management, Typing, and Credentialing	☒ Multiagency Coordination System
☐ Mutual Aid or Assistance Agreements	☐ Public Information

Other (please specify):

NIMS Compliance Certification

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?

☒ Yes, all appropriate exercises ☐ Yes, some appropriate exercises ☐ No

8.b. If yes, which of the following has been incorporated?

☒ Interoperable and Compatible Communications, Technology, and Information Management ☒ Incident Command System
☒ Resource Management, Typing, and Credentialing ☒ Multiagency Coordination System
☒ Mutual Aid or Assistance Agreements ☒ Public Information

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.

☒ Interoperable and Compatible Communications, Technology, and Information Management ☒ Incident Command System
☐ Resource Management, Typing, and Credentialing ☒ Multiagency Coordination System
☐ Mutual Aid or Assistance Agreements ☐ Public Information

Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets?

☒ Yes ☐ No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets?

☒ Yes ☐ No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at

<http://www.fema.gov/resource-management?>

☒ Yes ☐ No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at

<http://www.fema.gov/resource-management?>

☒ Yes ☒ No

14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.

☐ Incorporate NIMS concepts and principles into existing plans and/or planning efforts.
☒ Update training to ensure all applicable NIMS concepts and principles are incorporated.
☐ Incorporate additional NIMS concepts and principles into exercises.
☒ Make communication and information management practices consistent with NIMS.
☐ Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions
☒ Increase adoption of the Incident Command System. ☐ Increase adoption of Multiagency Coordination Systems
☐ Make public information practices consistent with NIMS.

Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident?

☒ Yes ☐ No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:

ICS with emphasis on law enforcement application in Type 5 and 4 incidents.

Authorized Signature

Bert J. Anzini III, Lieutenant

Print Name and Title

09/30/2016

Date



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	November 1, 2016	Contact Person:	Chief Tom Abbott
Submitting Department:	Fire	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Subrecipient Agreement with the Arizona Department of Homeland Security; accepting grant funding in the amount of \$50,000 in support of the Urban Area Security Initiative (UASI); and an amendment to FY2017 budget by reallocating appropriations of \$50,000 within Grants & Contingency Fund; Resolution # 2016-136.

Motion:

I move to approve Resolution # 2016-136.

Background:

The Surprise Fire-Medical Department (SFMD) was awarded a Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) response vehicle in 2009 with grant funding. The SFMD has been very successful with annual grant awards for sustainment funding to maintain their CBRNE response program. The SFMD remains active in the Central Regional Advisory Council (RAC) participating on various committees supporting various strategic emergency operations and response initiatives which has in turn contributed to the success of the CBRNE program for the City.

Objective Analysis:

This grant award will provide funding to purchase technical and operational equipment and supplies as well as provide the necessary funding to train one additional Hazardous Material Technician. The newly trained technician will replace a technician that has recently dropped from the program. The funded training and equipment will enable the SFMD to more effectively respond to natural or manmade disasters or events on a local, regional or national level if needed. Additionally, this grant will provide ongoing sustainment funding for the maintenance of current equipment.

Policy Compliant:

This grant complies with all City policies and the sub-grantee agreement requires the City to follow all applicable state and City procurement codes.

Financial Impact:

This grant award includes \$11,500 for overtime; \$1,800 for computer supplies; \$19,200 for operating equipment, tools, and parts less than \$10,000; \$3,500 for service agreements; \$3,500 for certifications and licensing; and \$10,500 for machinery and equipment maintenance for a one-time total of \$50,000. There is no City match requirement.

Budget Impact:

This action will reallocate appropriation in the amount of \$50,000 within the Grants Fund from contingency to overtime, supplies, equipment, service agreements, certifications, and licensing without exceeding the approved total annual budget for FY2017.

FTE Impact:

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

ATTACHMENTS:

Click to download

- ☐ [160822-01 Award Letter](#)
 - ☐ [160822-01 Subgrantee Agreement](#)
 - ☐ [Resolution 2016-136 UASI CBRNE SFMD Grant Award](#)
-



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 23, 2016

Tom Abbott
Surprise Fire-Medical Department
14250 W. Statler Plaza
Surprise, AZ 85374-9522

Subject: FFY Homeland Security Grant Program Award
Subrecipient Agreement Number: **160822-01**
Project Title: **Surprise Fire-Medical CBRNE Sustainment**

Dear Tom Abbott,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Surprise Fire-Medical CBRNE Sustainment**" has been fully funded under the Urban Area Security Initiative Grant Program for **\$50,000**. The grant performance period is **October 1, 2016 through September 30, 2017**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To access your award documentation:

- Log-in to azdohsgrants.az.gov/user. A username/password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance.

To initiate the award process:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original.
2. Two Subrecipient Agreements – Print and sign two original Subrecipient Agreements
3. NIMS Compliance Certification – Complete and sign one original certification.
4. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).

Hard copies of the Project Administration Page, Subrecipient Agreement, NIMS Compliance Certification and EHP letter will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2017, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security



Director Gilbert M. Orrantia

Interoperable Priority Programming Guide.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Per 2 CFR 200 Subpart F, Subrecipients who expend \$750,000 or more in Federal dollars in the previous fiscal year and subsequent years within the period of performance are required to submit an electronic copy of their annual Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations). Subrecipients shall submit their annual Single Audit to audits@azdohs.gov within 9 months after the close of the fiscal year. If a Subrecipient does not expend more than \$750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single Audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2016 federal award date as indicated in the U.S. DHS award package is 8/12/2016 with a total amount of funding of \$21,798,000. The Federal Award Identification Number is EMW-2016-SS-00119-S01.
- AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Brenden Espie

SUBRECIPIENT AGREEMENT

16-AZDOHS-HSGP-160822-01

Between

The Arizona Department of Homeland Security

And

Surprise Fire-Medical Department

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

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Surprise Fire-Medical Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2016** and shall terminate on **September 30, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Surprise Fire-Medical CBRNE Sustainment**" and funded at **\$50,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

- a. Provide up to **\$50,000** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. **FISCAL RESPONSIBILITY**

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

VI. **FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.
- b) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).
- c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. **APPLICABLE FEDERAL REGULATIONS**

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

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

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

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

Procurement

The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov/grants.

Training and Exercise

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

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

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

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - 1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

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

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The

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

- b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- d) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.
- e) Financial Reimbursements
The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

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

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

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

XI. **ASSIGNMENT AND DELEGATION**

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

XII. **AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. **US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

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

Article E - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990

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

Article I - Fly America Act of 1974

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

Article J - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies

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

Article L - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article N - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

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

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Article P - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI

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

Article V - Civil Rights Act of 1968

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

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

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article X - SAFECOM

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

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

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

Article Z - Rehabilitation Act of 1973

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

Article AA - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

Article AC - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Article AF - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. §

35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. **FORCE MAJEURE**

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

XXI. **PARTIAL INVALIDITY**

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

XXII. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. **GOVERNING LAW AND CONTRACT INTERPRETATION**

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

XXIV. **ENTIRE AGREEMENT**

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

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

XXV. **LICENSING**

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

XXVI. **SECTARIAN REQUESTS**

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

XXVII. **ADVERTISING AND PROMOTION OF AGREEMENT**

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

XXVIII. **OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

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

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

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

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

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

XXIX. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

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

XXX. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. **TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

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

XXXIII. **PARAGRAPH HEADINGS**

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

XXXIV. **COUNTERPARTS**

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

XXXV. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

XXXVI. **SPECIAL CONDITIONS**

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

XXXVII. **NOTICES**

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

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

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

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

Fire Chief, Tom Abbott

Enter Title, First & Last Name Above
Surprise Fire-Medical Department

Enter Agency Name Above
14250 W. Statler Plaza, Ste 101

Enter Street Address Above
Surprise, AZ 85374-9002

Enter City, State, ZIP Above

XXXVIII. **IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

RESOLUTION # 2016-136

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$50,000 WITHIN THE GRANTS AND CONTINGENCY FUND FOR THE ACCEPTANCE OF GRANT FUNDING.

WHEREAS, the State of Arizona, Department of Homeland Security has awarded the City of Surprise Fire-Medical Department (SFMD) a Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) sustainment grant in the amount of \$50,000 in support of the FY2016 Urban Area Security Initiative (UASI) grant program;

WHEREAS, the City desires to accept grant funding in the amount of \$50,000 for enhanced interoperability, technology, hazardous material equipment, training, and maintenance sustainment funding;

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. The City is hereby authorized to enter into an agreement with the Arizona Department of Homeland Security and accept grant funding through the CBRNE sustainment grant program in support of the FY2016 Urban Area Security Initiative in the amount of \$50,000.

Section 2. That the City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

Section 3. 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 # 2016-136
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.

Grants and Contingency Fund, Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Overtime, FY16 Fire CBRNE	\$0	\$11,500	\$11,500
Computer Supplies, FY16 Fire CBRNE	0	1,800	1,800
Operating Equipment, Tools, and Parts <\$10,000, FY16 Fire CBRNE	0	19,200	19,200
Service Agreements, FY16 Fire CBRNE	0	3,500	3,500
Certifications and Licensing, FY16 Fire CBRNE	0	3,500	3,500
Machinery & Equipment Maintenance, FY16 Fire CBRNE	0	10,500	10,500
Contingency	20,994,700	(50,000)	20,944,700
	<u>\$20,994,700</u>	<u>\$50,000</u>	<u>\$20,994,700</u>
Federal Grant Revenue, FY16 Fire CBRNE	\$0	\$50,000	\$50,000
Other Grant Revenue	13,279,300	(\$50,000)	\$13,229,300
	<u>\$13,279,300</u>	<u>\$0</u>	<u>\$13,279,300</u>

The fund changes are as follows:

- The amendment utilizes the Grants and Contingency fund in the amount of \$50,000 for overtime, computer supplies, operating equipment, service agreements, certifications, and maintenance without exceeding the approved total annual budget for FY2017.



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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Council Meeting Date:	November 1, 2016	Contact Person:	Seth Dyson, Human Service & Community Vitality
Submitting Department:	Human Service & Community Vitality	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to an amendment to the fiscal year 2017 budget by reallocating appropriations of \$20,000 from the Grants Fund to the Donations Fund for the Human Service & Community Vitality Department (HSCV), Community Resources Division; Resolution # 2016-137.

Motion:

I move to approve Resolution # 2016-137.

Background:

The FY2017 budget did not include budget authority for the receipt and expenditure of third party donations to the Community Resource Center. As the size and popularity of the center grows, HSCV has found a need to add these line items.

Objective Analysis:

This action will allow HSCV to collect and utilize donations from third parties.

Policy Compliant:

This action follows City policy and general grant practices.

Financial Impact:

This item will allow for the collection and expenditure of up to \$20,000 in donations which will be used to purchase community relations supplies to support the social services provided by the Surprise Resource Center. Currently, \$6,100 has been collected in donations for this purpose.

Budget Impact:

This action reallocates appropriation in the amount of \$20,000 from the Grants Fund to the Donations Fund to allow for the receipt and expenditure of donations without exceeding the approved total annual

budget for FY2017.

FTE Impact:

This item does not impact the overall FTE count.

ATTACHMENTS:

Click to download

☐ [Resolution 2016-137](#)

RESOLUTION # 2016-137

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$20,000 FROM THE GRANTS FUND TO THE DONATIONS FUND FOR THE ACCEPTANCE OF DONATIONS TO THE HUMAN SERVICE AND COMMUNITY VITALITY DEPARTMENT COMMUNITY RESOURCES DIVISION.

WHEREAS, the FY2017 adopted budget does not include appropriation for the receipt of donations to the Human Service and Community Vitality Department (HSCV) Community Resources Division;

WHEREAS, third party donations for the Surprise Resource Center are anticipated for FY2017;

WHEREAS, budget authority for the receipt and expenditure of donations is required;

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 # 2016-137
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, Department, Object	Current Appropriation	Increase (Decrease)	Amended Appropriation
Donations Fund, HSCV, Community Relations Supplies	\$0	\$20,000	\$20,000
Grants Fund, General Operations, Contingency	22,688,300	(20,000)	22,668,300
	<u>\$22,688,300</u>	<u>\$0</u>	<u>\$22,688,300</u>
Donations Fund, HSCV, Donation Revenue	\$0	\$20,000	\$20,000
Grants Fund, General Operations, Other Grant Revenue	13,279,300	(20,000)	13,259,300
	<u>\$13,279,300</u>	<u>\$0</u>	<u>\$13,279,300</u>

The fund changes are as follows:

- The amendment transfers contingency and other grant revenue in the amount of \$20,000 from the Grants Fund to the Donations Fund for community relations supplies without exceeding the approved total annual budget for FY2017.



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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Council Meeting Date:	November 1, 2016	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a Rezone of the Surprise Village Marketplace Planned Area Development (PAD) to provide development standards and allowing for Self-Storage and Recreational Vehicle (RV) storage; Ordinance # 2016-30.

Motion:

I move to approve Ordinance # 2016-30.

Background:

Adam Baugh, of Withey Morris, PLC, on behalf of Bell Road and 303 LLC, seeks approval of a Rezone PAD Amendment to allow self-storage and recreational vehicle storage as a permitted use. These additional uses along with the associated dimensional standards demonstrate the applicant's intent to develop the site in accordance with the proposed Zoning PAD Amendment.

Objective Analysis:

The proposed Rezone/PAD Amendment should have a positive effect on the surrounding commercial and residential development by providing infill and residential buffering on a vacant lot.

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 - FS16-219 - Surprise Village Marketplace Zoning Amendment Ordinance 2016-30, RFLS 5321 - Staff Report](#)
 - ☐ [01 - FS16-219 - Surprise Village Marketplace Zoning Amendment Ordinance 2016-30, RFLS 5321 - Vicinity Maps](#)
 - ☐ [02- FS16-219 Surprise Village Marketplace Zoning Amendment-Ordinance 2016-30](#)
 - ☐ [03 - FS16-219 - Surprise Village Marketplace Zoning Amendment Ordinance 2016-30, RFLS 5321 - Public Engagement Form](#)
 - ☐ [04 - FS16-219 - Surprise Village Marketplace Zoning Amendment Ordinance 2016-30, RFLS 5321 - Rezone PAD Amendment Document](#)
 - ☐ [05 - FS16-219 - Surprise Village Marketplace Zoning Amendment Ordinance 2016-30, RFLS 5321 - Proposed Master Site Plan](#)
 - ☐ [06 - FS16-219 - Surprise Village Marketplace Zoning Amendment Ordinance 2016-30, RFLS 5321 - Proposed Specific Site Plan](#)
 - ☐ [07 - FS16-219 - Surprise Village Marketplace Zoning Amendment Ordinance 2016-30, RFLS 5321 - Typical Elevations](#)
 - ☐ [08 - FS16-219 - Surprise Village Marketplace Zoning Amendment Ordinance 2016-30, RFLS 5321 - PowerPoint](#)
-

REZONE PAD AMENDMENT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS16-219
Project Name: Surprise Village Marketplace Self-Storage Facility
Council District: 1 - Acacia
Meeting Date: November 1, 2016
Planner: Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov

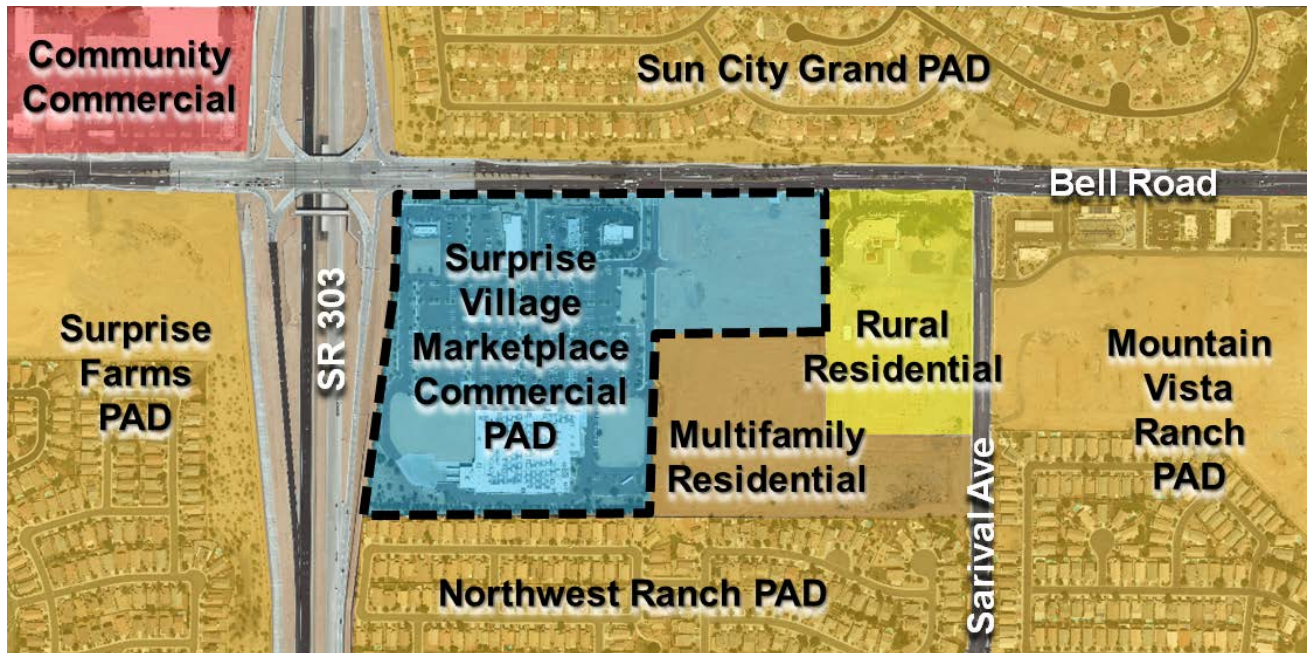
Owner: James Stamatis of Bell Road and 303 LLC
Applicant: Adam Baugh of Withey Morris, PLC
Request: Rezone Surprise Village Marketplace Planned Area Development (PAD) to provide development standards and allowing for Self-Storage and Recreational Vehicle (RV) storage as a permitted use
Site Location: Generally, on the southeast corner Bell Road and State Route 303
Site Size: Approximately 39.19 acres
General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035
Support/Opposition: No expressions of support or opposition were encountered

Project Description:

Adam Baugh, of Withey Morris, PLC, on behalf of Bell Road and 303 LLC, seeks approval of a Rezone PAD Amendment to allow self-storage and recreational vehicle storage as a permitted use. These additional uses along with the associated dimensional standards demonstrate the applicant's intent to develop the site in accordance with the proposed Zoning PAD Amendment.

Existing Zoning:

The following chart and associated map depict the existing zoning of the subject PAD and its surroundings.



Community Commercial (CC/C2)	Sun City Grand Low Density Residential PAD	Sun City Grand Low Density Residential PAD
Surprise Farms Commercial PAD	Surprise Village Marketplace Commercial PAD	Rural Residential (RR/R1-43)
Surprise Farms Low Density Residential PAD	Northwest Ranch Low Density Residential PAD	High Density Residential (RH/R3)

Background:

June 20, 1984: The subject parcels were annexed into the City of Surprise.

September 28, 2006: The Mayor and City Council approved a PAD for Surprise Village Marketplace under case PAD06-286.

March 31, 2016: Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under CR16-312.

May 20, 2016: The applicant filed a request for a Rezone PAD Amendment to the Surprise Village Marketplace PAD together with a related Site Plan under case FS16-219, the subject case.

June 6, 2016: The applicant held a neighborhood outreach meeting to discuss the proposed project.

October 6, 2016: The Planning and Zoning Commission reviewed the proposed project.

Citizen Review:

The site was posted and advertised for a Citizen Review meeting in accordance with the SUDC. The applicant held a meeting for the proposed Surprise Village Marketplace Rezone PAD Amendment in the Saguaro Room at the Residence Inn Marriott located at 16418 North Bullard Avenue from 6:00pm to 7:00pm on June 6, 2016. The applicant hosted the event along with the owner and a representative from the City of Surprise. A single attendee, who declined to be identified or give input, briefly reviewed the displays and had no inquiries. No other residents attended the meeting.

Analysis and Discussion:

Surprise Village Marketplace partially developed 39.19-acre Commercial PAD located on the southeast corner Bell Road and State Route 303. The site is bordered by existing single family homes to the north and south, a proposed independent living, assisted living, memory care facility abutting the southeast, and Rural Residential parcels that are partially occupied by a worship facility to the east.

The current proposal is attempting to add two (2) principally permitted uses to the existing uses outlined in the original PAD. The two (2) proposed uses are self-storage and recreational vehicle (RV) storage. The addition of these uses will require modification of some of the dimensional standard found within the existing PAD.

	Existing PAD	Amended PAD
Front Yard	70 feet	30 feet
Rear Yard	70 feet	82 feet
Exterior Side Yard	50 feet	0 feet
Interior Side Yard	0 feet	0 feet
Accessory (RV) Storage	N/A	6 feet

After years of unsuccessful marketing as an office center, the particular parcel this amendment is intended for has found a use to infill the vacant commercial lot. The proposed uses are a low traffic, quiet, and a good transitional use between commercial and high density residential to the south. Staff feels the proposed amendment and its associated site plan will not adversely affect the commercial center of Surprise Village Marketplace.

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Commerce and Office Character Area. The proposed PAD Amendment and related Site Plan demonstrate consistency with this land use category.

Reviewing Agencies:

In addition to the standard city reviewing agencies, who indicate no objections to the requests, Luke Air force Base, Maricopa Water District, EPCOR Water, ADOT, and Maricopa Association of Governments (MAG) were included in the routing of this case. These reviewing agencies had no objections to the proposal.

Summary:

Staff believes the proposed Rezone PAD Amendment, in conjunction with the related Site plan, will allow appropriate infill to take place on a vacant site within Surprise Village Marketplace. The project is designed to complement the design of the existing commercial center and is consistent with the City's General Plan.

Findings:

Rezone PAD Amendment:

- The proposed Rezone PAD Amendment is consistent with the Surprise General Plan 2035.
- The reviewing agencies have indicated no objections to the request.

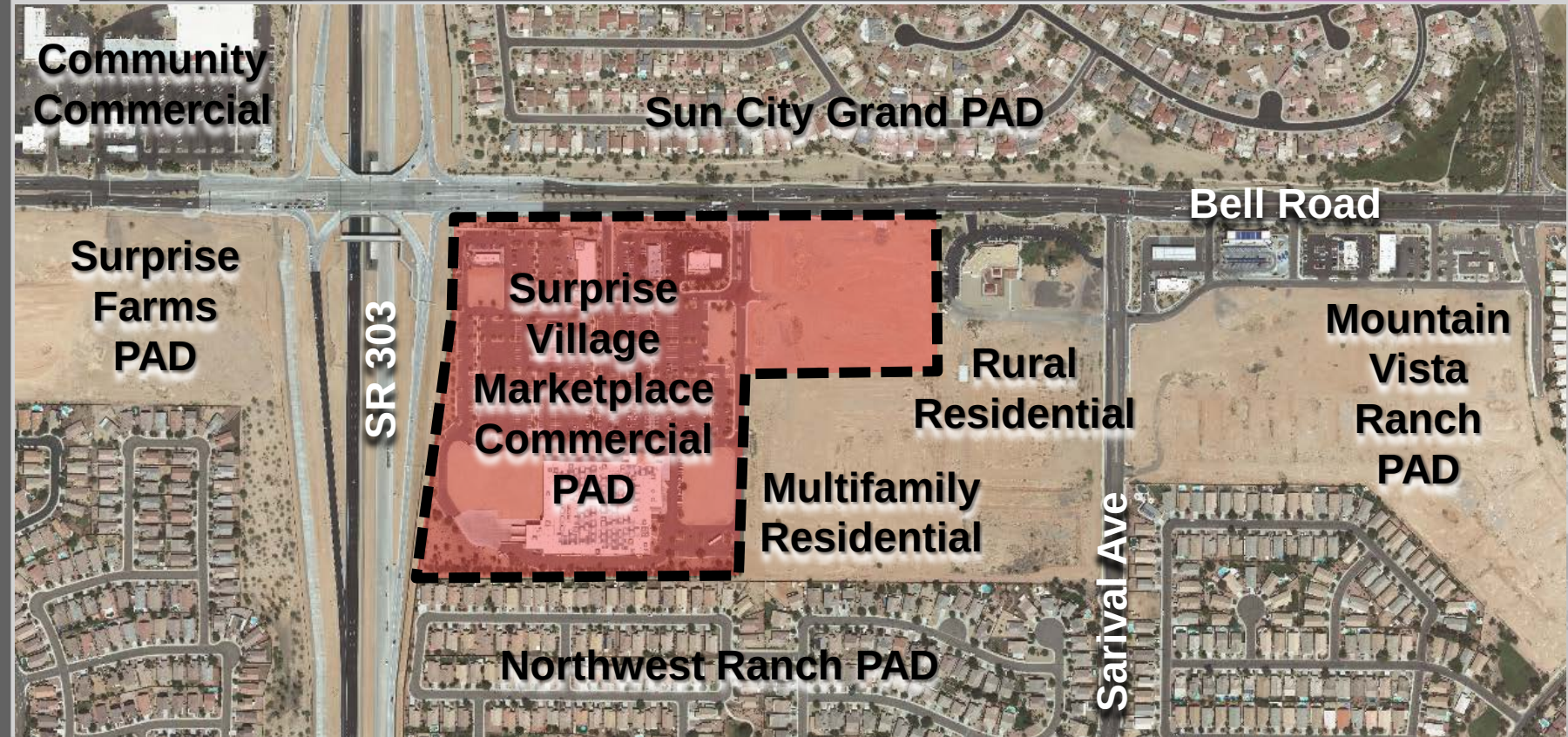
Attachments:

- 01 – Vicinity Maps
- 02 – Ordinance 2016-30
- 03 – Public Engagement Form
- 04 – Rezone PAD Amendment Document
- 05 – Proposed Master Site Plan
- 06 – Proposed Specific Site Plan
- 07 – Typical Elevations
- 08 - PowerPoint

VICINITY MAP



LOCATION MAP



ORDINANCE 2016-30

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE/PLANNED AREA DEVELOPMENT (PAD) AMENDMENT FOR THE SURPRISE VILLAGE MARKETPLACE PAD PROVIDING DEVELOPMENT STANDARDS AND ALLOWING FOR SELF-STORAGE AND RECREATIONAL VEHICLE STORAGE ON A LOT GENERALLY LOCATED ON THE SOUTHEAST CORNER OF BELL ROAD AND STATE ROUTE 303.

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 southeast corner of Bell Road and State Route 303;

WHEREAS, the subject site was zoned Planned Area Development (PAD) on September 28, 2016 by Ordinance 06-44;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations and uses;

WHEREAS, the current uses of the Surprise Village Marketplace PAD do not include Self-Storage and Recreational Vehicle Storage;

WHEREAS, the proposed Rezone 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 October 6, 2016, the Planning and Zoning Commission recommended approval of the Surprise Village Marketplace Rezone PAD Amendment.

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 "Lot 4, Surprise Village Marketplace" is rezoned by PAD Amendment providing development standards and allowing for Self-Storage and Recreational Vehicle Storage uses subject to the following stipulations:

- A. Development and use of the site shall be in conformance with the project narrative entitled "Storage West at Surprise Village Marketplace" consisting of 8 pages dated revised August 4, 2016 and stamped received August 4, 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 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 and permanent 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:

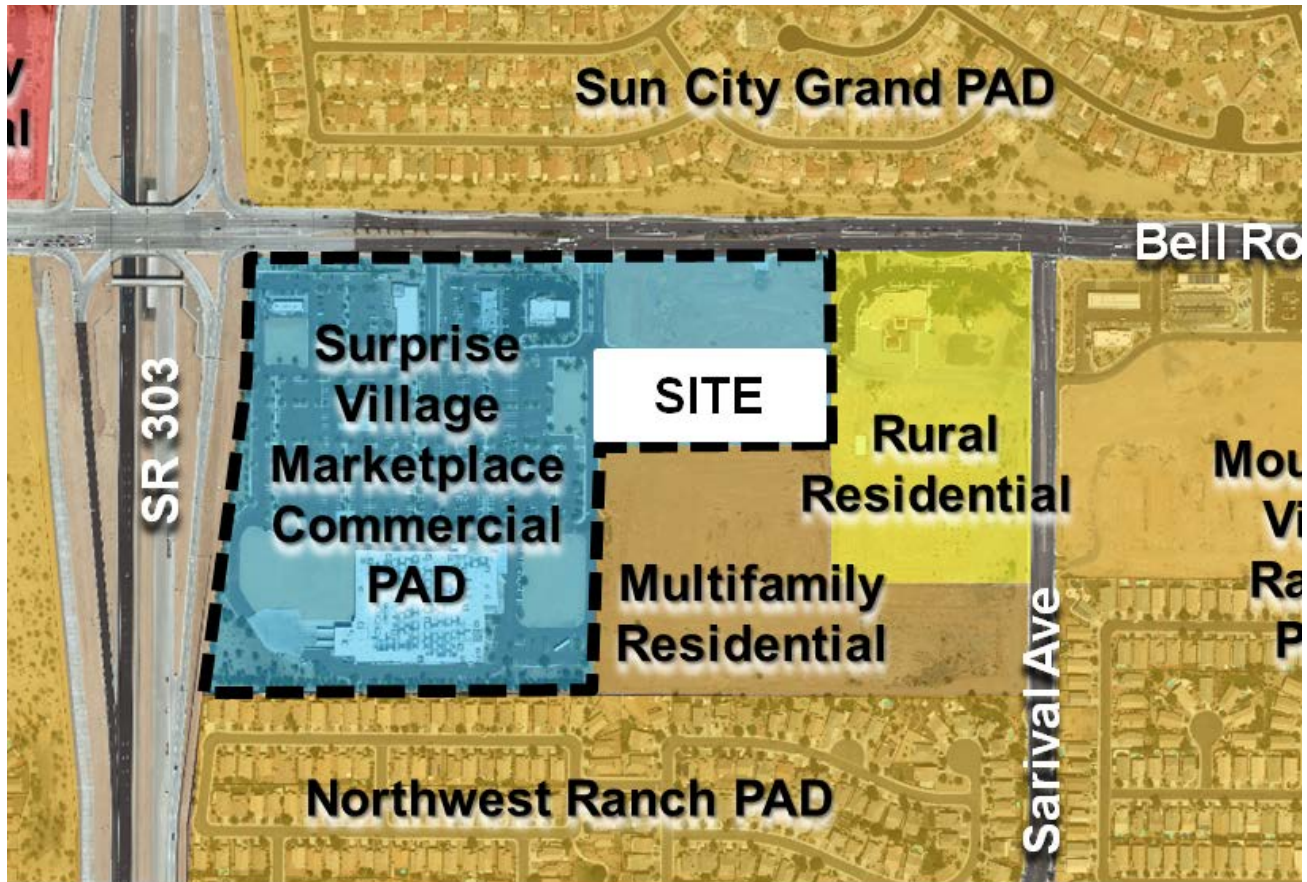
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A – LEGAL DESCRIPTION FOR PROPERTY

LOT 4, SURPRISE VILLAGE MARKETPLACE EAST, ACCORDING TO BOOK 1200
OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXHIBIT B – DEPICTION OF THE PROPERTY TO BE RE-ZONED



PUBLIC ENGAGEMENT FORM

PROJECT TITLE: Surprise Village Marketplace Zoning Amendment, FS16-219

OVERALL PUBLIC INVOLVEMENT LEVEL:

Citizen Review. Allows residents to input their opinions on the proposed rezone. The Public Hearing will allow another chance for the public to express their views on the proposal.

IDENTIFY STAKEHOLDERS:

Residents within the area; the adjacent church; existing businesses at Surprise Village Marketplace; the public at-large; adjacent property owners.

OBJECTIVES:

The applicant seeks approval of a Rezone PAD Amendment to allow self-storage and recreational vehicle storage as a permitted use. These additional uses along with the associated dimensional standards demonstrate the applicant's intent to develop the site in accordance with the proposed Zoning Amendment

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) - June 6, 2016 at the Residence Inn Marriott

Future Council Work Session/Meetings target dates - November 1, 2016

Election dates (if applicable) - Not applicable

Project start/completion dates - To be determined

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

Storage West at Surprise Village Marketplace

Major PAD Amendment

East of Southeast Corner of
SR303 Freeway and Bell Road

Project Narrative

BY:



Revised: August 4, 2016

Case No. FS16-219

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List of Exhibits

Exhibit 1 – PAD Context Aerial Map

Narrative Report

A request for a Major PAD Amendment to the Surprise Village Marketplace PAD

Approximately 4.6 acres located east of the southeast corner of SR303 and Bell Road

A. Property Location

The subject property (the "Property") is an approximate 4.6 acre parcel within an approximate 39.65 acre PAD, located on the south side of Bell Road between SR303 Freeway and Sarival Avenue in Surprise. The Property is identified as APN 502-12-960. See **Exhibit 1 – PAD Context Aerial Map**. The Property is vacant and is immediately east of a Sam's Club grocery warehouse and north of vacant land planned for an assisted living facility.

B. Overview

The Property is part of the Surprise Village Marketplace and has remained vacant since it was annexed by the City in 1984 and entitled for the Surprise Village Marketplace PAD in 2006. The original PAD covered 39.65 acres and was approved for commercial, medical and office uses. To the south of the Property is vacant land zoned High Density Residential (RH/R3) and planned for a future Independent Living, Assisted Living, and Memory Care facility. To the east is a worship facility zoned Rural Residential (RR/R1-43). The balance of the retail commercial center that is adjacent to the SR303 Freeway has developed and is anchored by a Sam's Club and other commercial users including McDonald's, Bank of America, SportClips, Pet Club and Taco Bell and is zoned Surprise Village Marketplace Planned Area Development (PAD) Community Commercial (C2/CC).

The Property does not immediately front onto Bell Road and it is setback approximately 275' from Bell Road. A restaurant and retail center is planned north of the site which partially obscures future visibility of the site from the arterial street. As a result, there has been limited interest in this site over the years which has impacted its development potential.

Although site visibility may be a factor for traditional office and/or retail uses, self-storage is less dependent upon street visibility and this recessed parcel is ideal for a use such as this. Accordingly, LAACO Ltd. (Storage West) proposes a self-storage facility with additional limited RV storage.

The temporary storage of household items is a common need for many who are remodeling, relocating or going through other life transitions. Similarly businesses require temporary space to store seasonal merchandise and excess inventory. There are currently no self-storage facilities on the west side of Surprise. The majority of the projects are located on the east side which causes residents along the 303 corridor to travel for miles along Bell Road to access this service. The closest existing facility at Bell and Bullard is over 90% occupied with no availability in several sizes causing us to turn away customers. There is also a significant number of customers that live in the 85388 zip code that would appreciate a more convenient option closer to where they live and work.

This development will provide a much-needed quality, self-storage facility for a currently underserved area. This well-conceived development will be an amenity to area residents as well as business professionals, while providing diversity to the current mix of commercial uses in the area. The high quality nature of this storage facility will complement the mix of residential and commercial uses in the surrounding area.

C. Current Zoning

The Property is currently zoned PAD with C-2 uses and part of an approximate 39.65 acre commercial development referred to as, "Surprise Village Marketplace" (PAD06-286). The PAD zoning was approved by the City Council in 2006. **Exhibit 1** illustrates the subject property within the Surprise Village Marketplace PAD boundary area.

The Surprise Village Marketplace PAD originally contemplated office uses on the subject Property. The intent at the time was to provide a buffer from the impacts of Bell Road to the future Independent Living, Assisted Living, and Memory Care facility to the south. However, in the ten years since its original zoning approval, office development has never been built on this property.

D. Purpose of Request/Permitted Land Uses

The purpose of this request is for a Major Amendment to the Surprise Village Marketplace PAD to permit self-storage and recreational vehicle storage in addition to the currently permitted uses.

E. Description of Proposal and PAD standards

The development proposal is a mix of single and two-story buildings designed with enhanced architecture to achieve an office-type appearance. The overall development will offer approximately 100,000 sf of storage space and thirty-three (33) RV spaces. Three single level storage buildings are proposed on the north and east side to provide a transitional scale to the adjoining properties. A larger, two-story (29' tall), building is proposed in the center of the Property that will be climate controlled with an internal ramp for convenient customer access. On the west side is a smaller single story rental office and retail sales building.

Details regarding landscaping, circulation, screening, operations, etc. are described in the accompanying Final Site Plan application and narrative. This PAD amendment will follow the development standards as set forth in the original Surprise Village Marketplace PAD, except as modified below.

Building Height

The maximum building height for the subject parcel shall be 22' (roofline) / 29' (parapet).

Building Setbacks

This parcel does not have Bell Road frontage and the setbacks listed in the original PAD are not practical for this internal development parcel. Since the site is internalized within the existing commercial center, the setbacks as proposed for this development are more appropriate in scale and dimension relative to its surroundings. The site has a Bell Road street address which is its legal front yard, however, the main entrance will be from a private drive (165th Avenue alignment) through the Surprise Village Marketplace.

	Existing PAD setbacks	Proposed PAD setbacks
Front Yard (north)	70'	30'
Rear Yard (south)	70'	82'
Side Yard (west)	0'	0'
Side Yard (east)	50'	0'
Parking Canopy	N/A'	6'

The proposed 30' front yard setback is appropriate because it does not front onto Bell Road. It is an internal lot abutting future commercial uses which will partially screen much of the northern building. This also allows the building setback to the south (82') to exceed the minimum rear yard standards (70') in the original Surprise Village Marketplace for the benefit of the future Independent Living, Assisted Living, and Memory Care facility. The side yard setback to the east is abutting a church property, and in this case, the actual buildings will serve in lieu of, and in the same function as, a perimeter fence that would otherwise be required. The side yard setback to the west is an internal lot line already permitted by the PAD.

Landscaping

The landscape design will be developed consistent with the Surprise Village Marketplace PAD.

Architectural Design

The architectural design of the development is consistent with the Surprise Village Marketplace PAD. Shapes, colors, textures and materials selected for the project are both consistent and aesthetically compatible with the neighboring architecture and landscape design. This design theme follows the "southwestern village flair" as described in the Surprise Village Marketplace PAD.

The specific building elements include those recommended by the PAD such as: parapet height changes to create a varied roof line, smooth face CMU integral color block along the first level and fine finish stucco on the second level, as well as window features in the townscape facades on the north and south side of the second floor with contrasting painted trim. The office building along 165th avenue uses specific design elements to create the southwestern, small town experience. These elements include a tower that wraps around the entrance creating a design focal point with sloped tile roofs and awnings to help personify the design. The surrounding elevations to the office incorporate arched elements with a 3' integral color block base to help break up the wall planes. Buildings along the north and east property lines have architectural arched elements with columns to provide additional parapet changes in the roof line and added detail to the building. The arched elements seen along the north and east property lines are similar in design to elements seen throughout the Surprise Village Marketplace. These arched elements create a varied sense of scale to break up the wall plane. Additional interest is provided in the color block scheme providing a contemporary color palette that represents the Southwest design theme that enhances and complements the area. The main colors of the building will consist of earth tone browns, warm tans, contrasting white accents and southwestern red.

Section 122-90 Storage Standards

In order to achieve a higher quality design, this application includes some modified standards to Chapter 122-90 of the Surprise Unified Development Code as it relates to the self-storage use. The proposed development satisfies nearly all of the eighteen (18) referenced development standards, except as modified below:

Sec. 122-90 Standards	Modified Standard
a. Use matrix in article V allows for the mini-storage facility use in the BP, IP, IG, CR Zoning Districts.	The storage use is permitted through the PAD amendment.
b. Minimum site size shall be one acre. However, when the site is adjacent to residential districts or residential uses, the site shall be a maximum of two acres with the intention of promoting pedestrian connectivity within and around the residential neighborhood.	The project acreage is determined by the size of the existing parcel that was created long before the applicant's proposal. The benefit of the extra acreage is it removes the need to do a multi-story (3 or 4 story) building that would otherwise be necessary for smaller sites.
c. The site shall be contiguous to an arterial or collector road, although access may or may not be directly onto such arterial or collector, as determined through the review process.	Complies
d. No individual mini-warehouse building shall be more than 200 feet long.	Some buildings will be longer than 200' since they serve a dual purpose of perimeter fencing. The project design includes architectural enhancements around the perimeter buildings which are designed with insets or offsets to eliminate long, unbroken walls.
e. All buildings that are visible from a public street shall exhibit architectural enhancements, including variation of rooflines, uses of multiple material types, and color variations compatible with surrounding uses as set forth in article VIII herein. Architectural plans, including material and color samples, shall be submitted for review at the time of application.	Complies
f. Each site shall provide a minimum of two exits, one of which may be for emergency vehicle use only.	Complies
g. All driveways, parking, loading, and circulation areas shall be paved with concrete, asphalt, or similar material.	Complies
h. When the main driveway directly serves storage areas or cubicles the following standards shall be followed: (1) All one way driveways shall provide for one ten-foot parking lane and one 15-foot travel lane. Signing and painting shall be used to designate traffic direction and parking. (2) All two lane driveways shall provide for one ten-foot parking lane and two 12-foot travel lanes. When the main driveway does not directly access the storage areas or cubicles, the parking lane may be eliminated.	Complies
i. At least one parking space for each ten storage areas shall be equally distributed throughout the	Twenty-three (23) dedicated parking spaces are distributed through the site is more than adequate as most customers

site.	will temporarily park in front of their storage space to access their unit. 23 spaces also meet the city code standard listed in Table 9-1 Parking Ratio of 1 space per 35 units.
j. A minimum eight-foot high masonry wall with architectural enhancements shall be provided around the perimeter of the property. When adjacent to a right-of way or public area, the wall will be designed with insets or offsets to eliminate long, unbroken walls.	Complies. Additionally, portions of the perimeter buildings will serve as part of the perimeter fence.
k. Outdoor storage shall be limited to recreational vehicles. The storage of recreational vehicles shall be limited to a maximum ten percent of the net site area. All recreational vehicle storage shall be located in the interior of the site and shall be screened from view from surrounding properties.	The applicant took careful consideration in laying out the site in relation to the context of its surroundings. In particular, no buildings are proposed along the southern perimeter in order to provide an enhanced setback to the future Independent Living, Assisted Living, and Memory Care facility to the south. Only recreational vehicles are proposed on the south boundary which will be screened by perimeter fencing, landscaping, and canopies. The storage of recreational vehicles is limited to a maximum 10.1% of the net site area.
l. Side and rear setbacks shall be a minimum of 25 feet when adjacent to any residential zoning district. The planning and zoning commission may approve a zero foot setback if the perimeter buildings are intended to serve as the perimeter wall. Such approval must include the written support of a minimum of 51 percent of property owners within 75 feet of the subject property boundaries.	This PAD proposes a zero foot setback on the east side adjacent to the worship center. Although the church is zoned residential, it is unlikely to be developed with residential uses. A written letter from the residentially zoned church property will not be required with this PAD Amendment.
m. Side and rear setbacks shall be a minimum of 15 feet when adjacent to any zoning district other than a residential zoning district. The planning and zoning commission may approve a zero foot setback if the perimeter buildings are intended to serve as the perimeter wall and all applicable building codes will be met.	Complies
n. The maximum building height adjacent to a residential zoning district or within 50 feet of a residential dwelling shall be a maximum one story or 14 feet in height from finished grade. Building height may be increased to a maximum of two stories or 24 feet in height from finished grade provided an additional setback of two feet for every one foot in height in addition to the required setback is provided. The maximum building height adjacent to a non-residential zoning district shall be a maximum three stories or 35 feet in height from finished grade.	The proposed building height is 22' (roofline) / 29' (parapet). The Surprise Unified Development Code permits a max height of 35' adjacent to a non-residential district and 24' next to residential. This request is appropriate since the roofline is only 22' and is located in the center of the project rather than on its perimeter.
o. A minimum of 15 percent of the net land area shall be landscaped. The required landscape areas shall be provided along all street frontages between the street and sidewalk, and within areas of the site visible from public view, including areas adjacent to all perimeter walls.	Minimum landscaping is approximately 14% (which includes sidewalk areas within landscape setting.)
p. No hazardous or flammable materials shall be stored	Complies

in a mini-warehouse development.	
q. No auctions, commercial sales/rentals, garage sales, or other activities not consistent with the approved storage use shall be conducted on the premises.	Complies
r. In additions to the requirements listed above, zones requiring a conditional use permit are subject to the follow design requirements: (1) Facilities shall be comprised of a single structure, multi-floored, climate controlled building.	Not applicable; a CUP is not required with PAD zoning however, part of the facility is multi-storied and climate controlled.

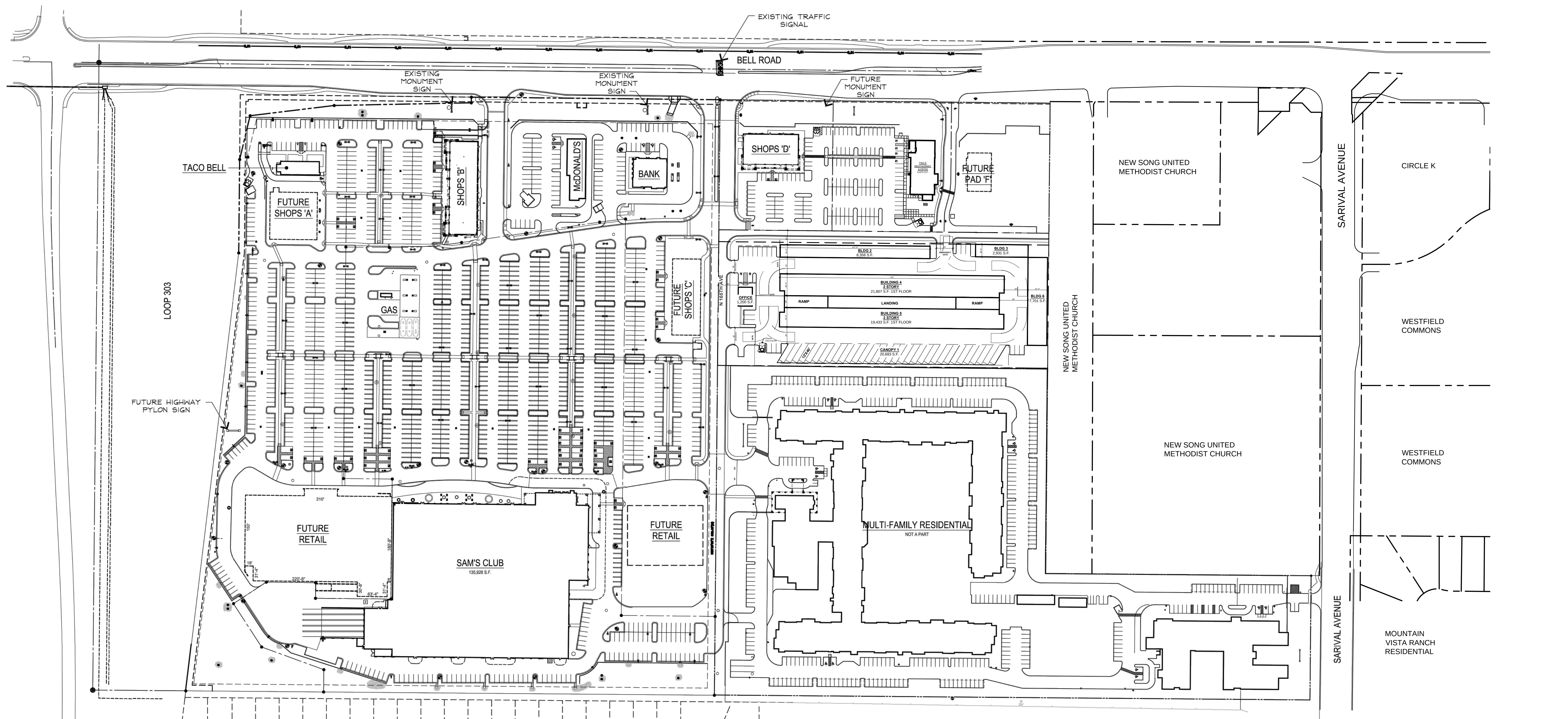
F. Conclusion

This development represents a unique and innovative storage approach and provides a convenient amenity to area residents. It preserves the high quality of life without the concerns that generally accompany commercial uses. Because the intended use of this Property is compatible with the surrounding land use patterns, this request will not alter acceptable land use patterns to the detriment of the area. The proposed use and request is compatible and consistent with the surrounding area.

The proposed development is designed in a manner that is sensitive to the surrounding uses. The development will serve as a transition between the more intense commercial uses to the north and the future Independent Living, Assisted Living, and Memory Care facility to the south. The building has been located in a manner where its largest setback is on the south side.

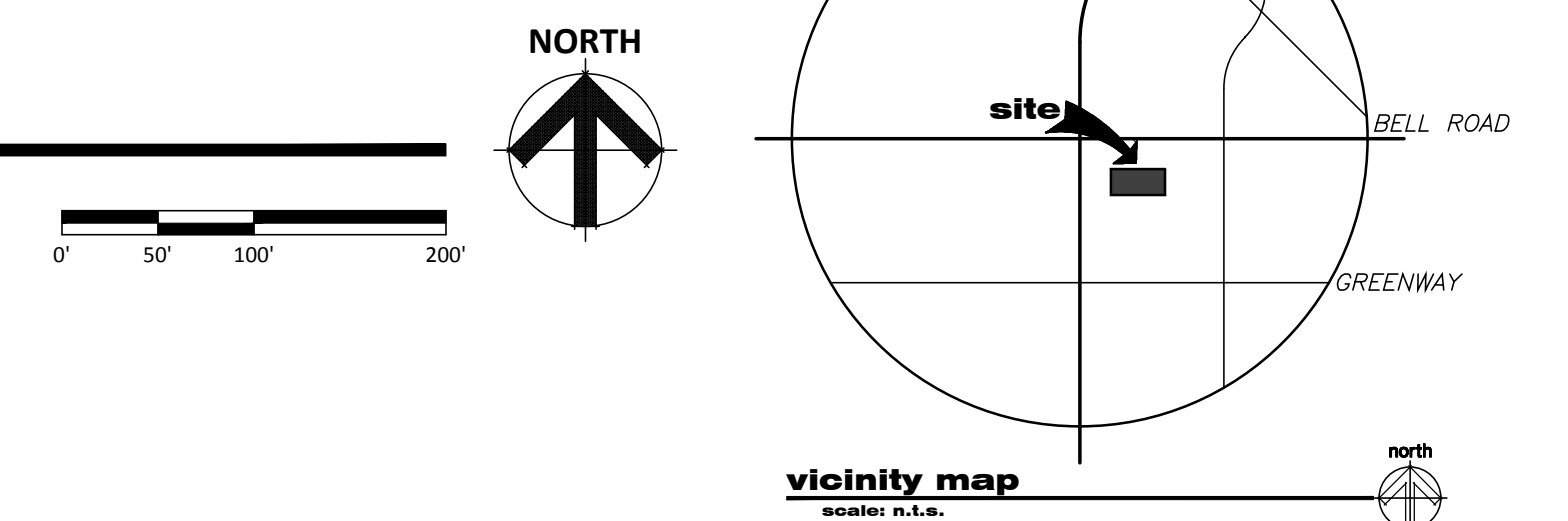
This rezoning request will have limited, if any, impact on the current or future surrounding land uses and zoning patterns. More importantly, this type of use is one of the least intense commercial uses due to the low amount of traffic, light, noise, and dust as compared to other commercial uses. Customers tend to visit the facility on weekends and this use will have very minimal traffic and noise impacts unlike traditional office and commercial uses that operate all day (and night) with high customer turnover.

Finally, the location of the development provides a convenient amenity to large residential communities. Typically, these communities do not provide much more than two car garages with very little room for additional secure storage. Additionally, many of these communities have very strict CC&Rs that prohibit the outside storage of recreational vehicles, trailers, etc. Thus, this use will provide a much needed service to the surrounding communities.



MASTER SITE PLAN

SCALE: 1" = 100'-0"



PROPOSED SELF-STORAGE

LOOP 303 & BELL ROAD
SURPRISE, ARIZONA
DATE: 08-03-2016

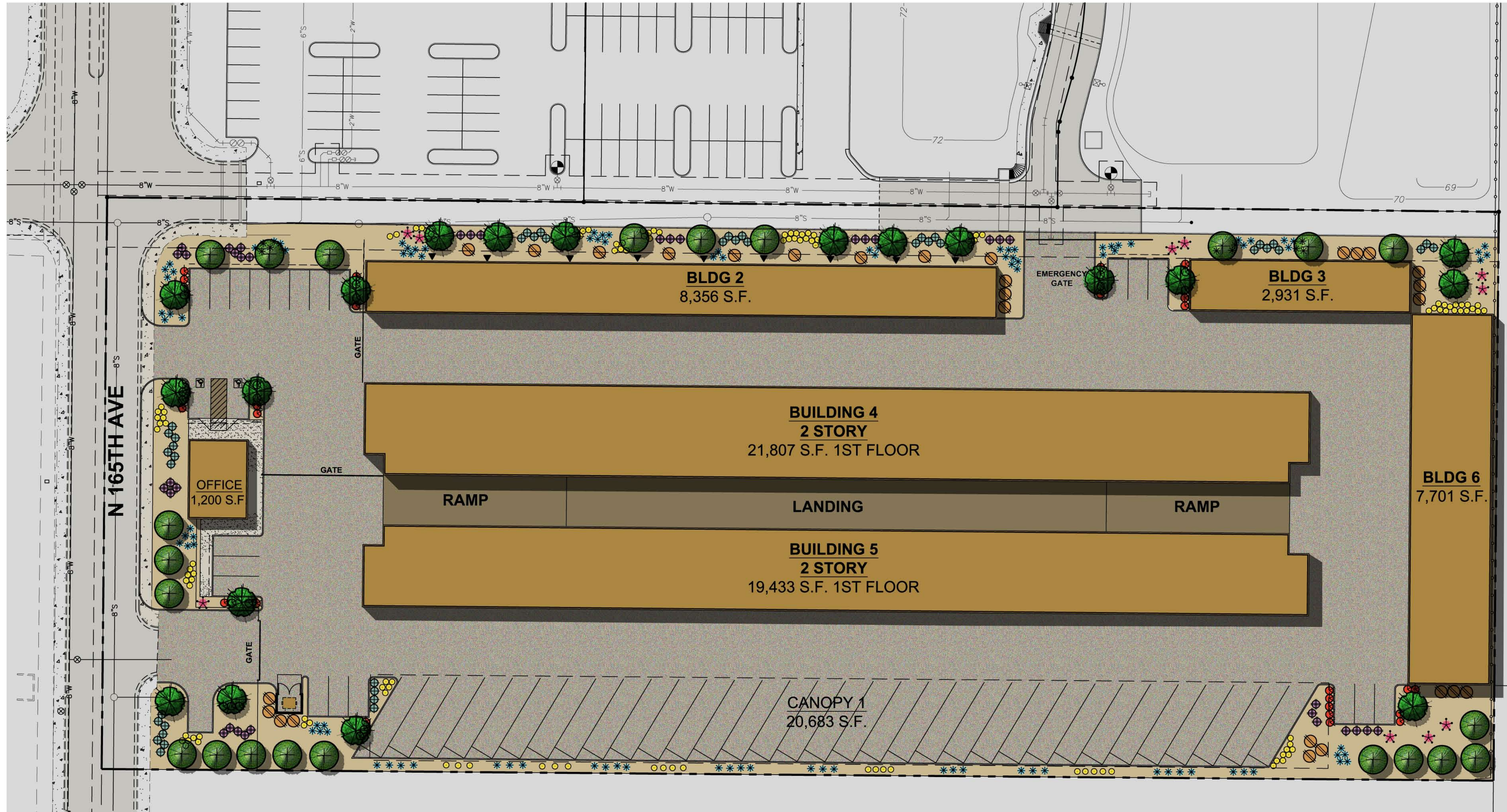


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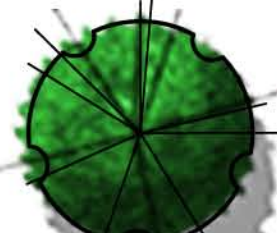
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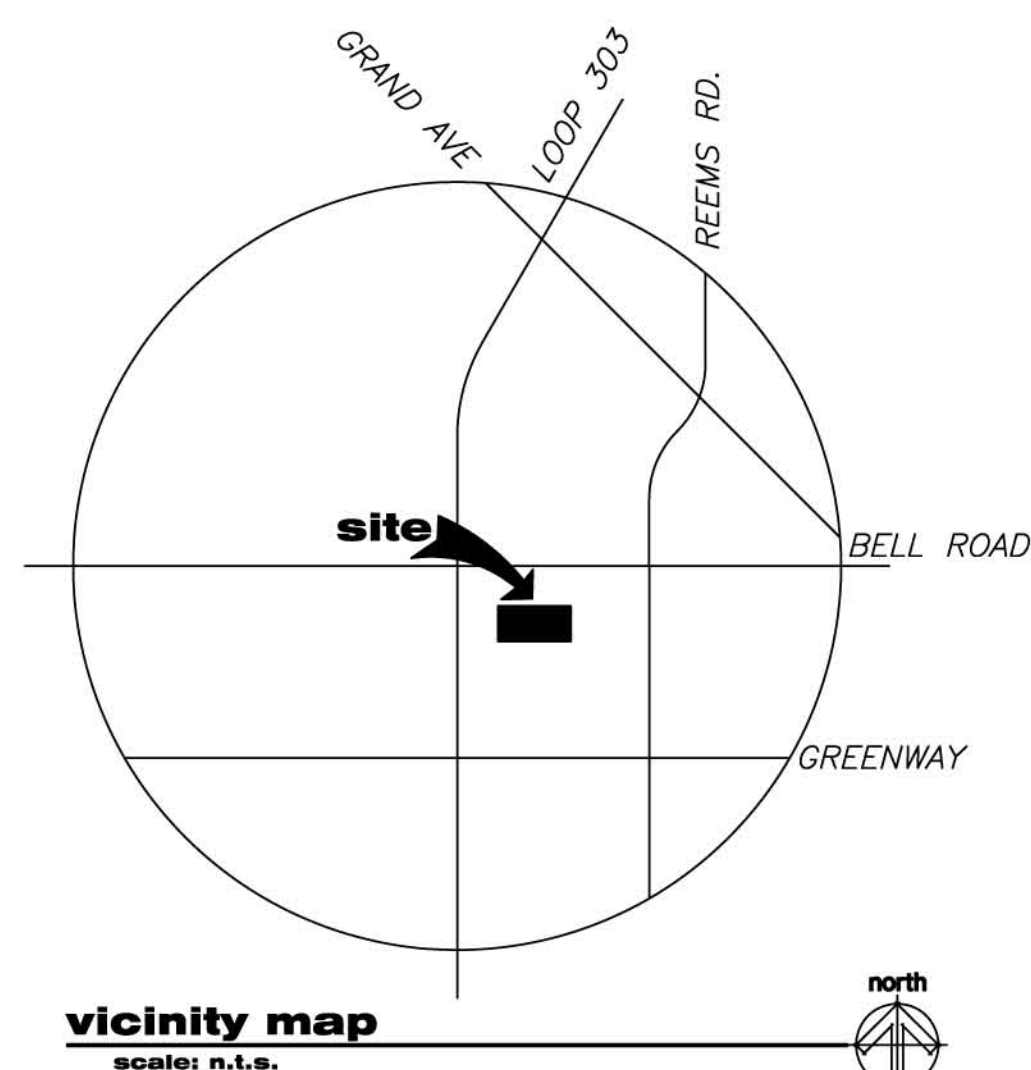
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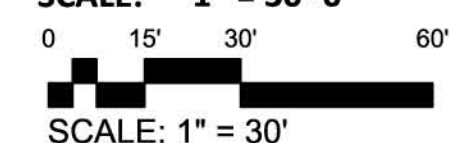
LANDSCAPE LEGEND

-  QUERCUS VIRGINIANA
LIVE OAK
24" BOX (MATCHING)
-  ULMUS PARVIFOLIA
CHINESE ELM
24" BOX
-  RUELLIA PENINSULARIS
BAJA RUELLIA
5 GALLON
-  CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON
-  TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON
-  HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON
-  DASYLIRION WHEELERII
DESERT SPOON
5 GALLON
-  LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON
-  ALOE 'BLUE ELF'
BLUE ELF ALOE
1 GALLON
-  BOUGAINVILLEA 'BARBARA KARST'
BOUGAINVILLEA
5 GALLON
- 1/2" MINUS MADISON GOLD
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS



LANDSCAPE PLAN

SCALE: 1" = 30'-0"



PROPOSED SELF-STORAGE

LOOP 303 & BELL ROAD
SURPRISE, ARIZONA
DATE: 04-07-2016 (PRELIMINARY)

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T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
8433 East Cholla St., Suite 101
Scottsdale, Arizona 85260
P. (602) 265-0320 F. (602) 266-6619
EMAIL: timmcqueen@tjmla.net





CROSS SECTION A (165TH AVE LOOKING EAST)

SCALE: 1/16" = 1'-0"

PROPOSED SELF-STORAGE
 LOOP 303 & BELL RD
 SURPRISE, ARIZONA
 DATE: 06-02-2016 (PRELIMINARY)

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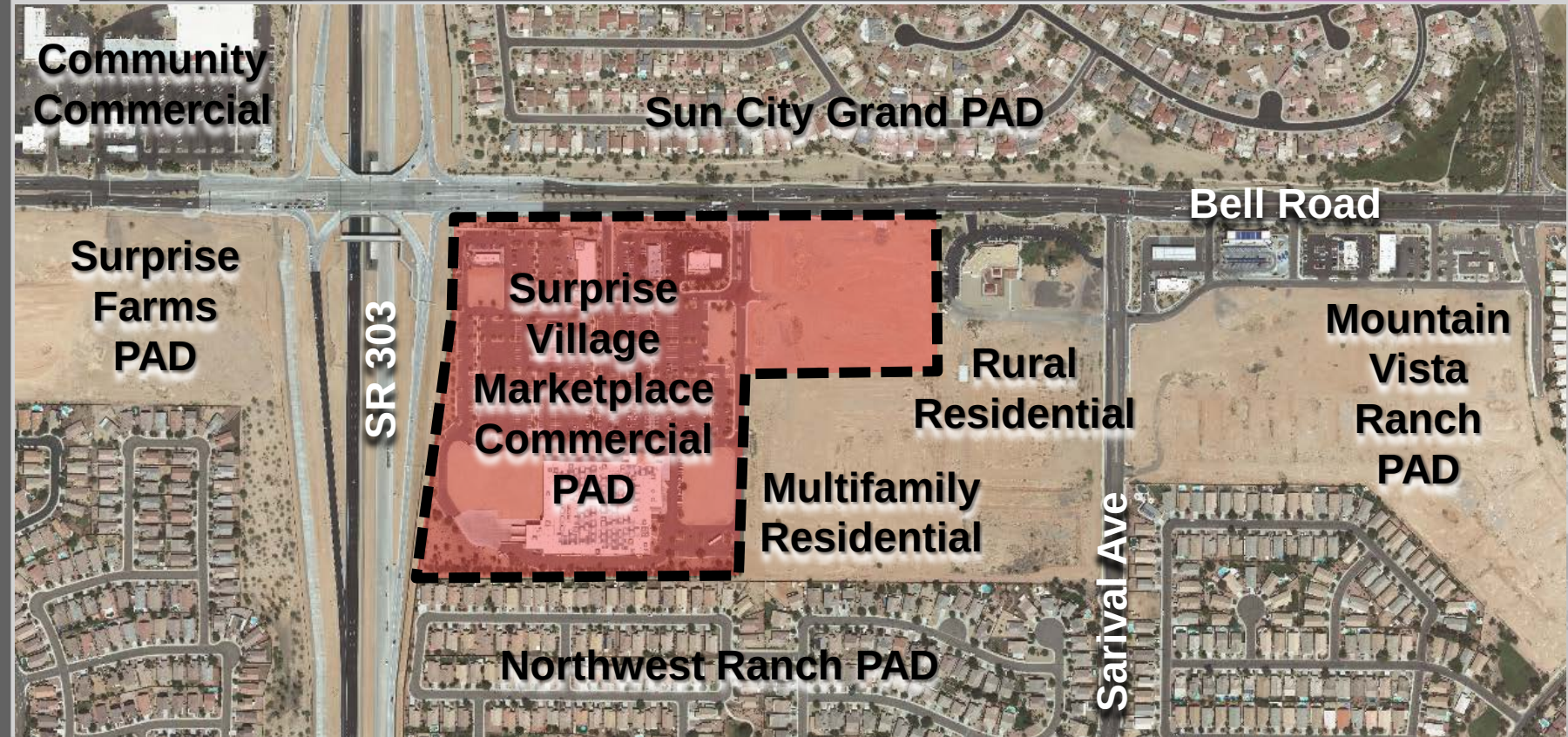
SURPRISE VILLAGE MARKETPLACE

Zoning PAD Amendment – November 1, 2016

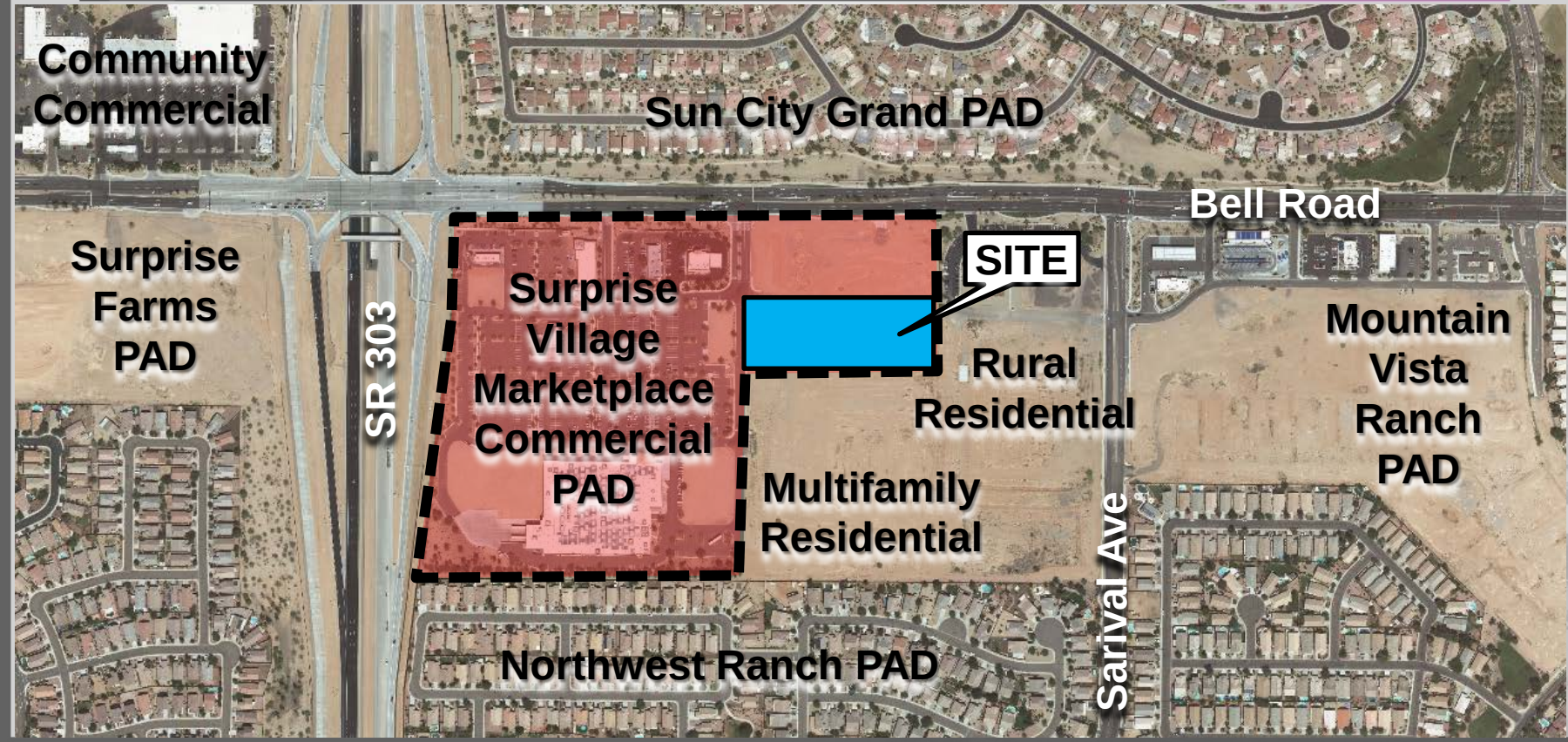
VICINITY MAP



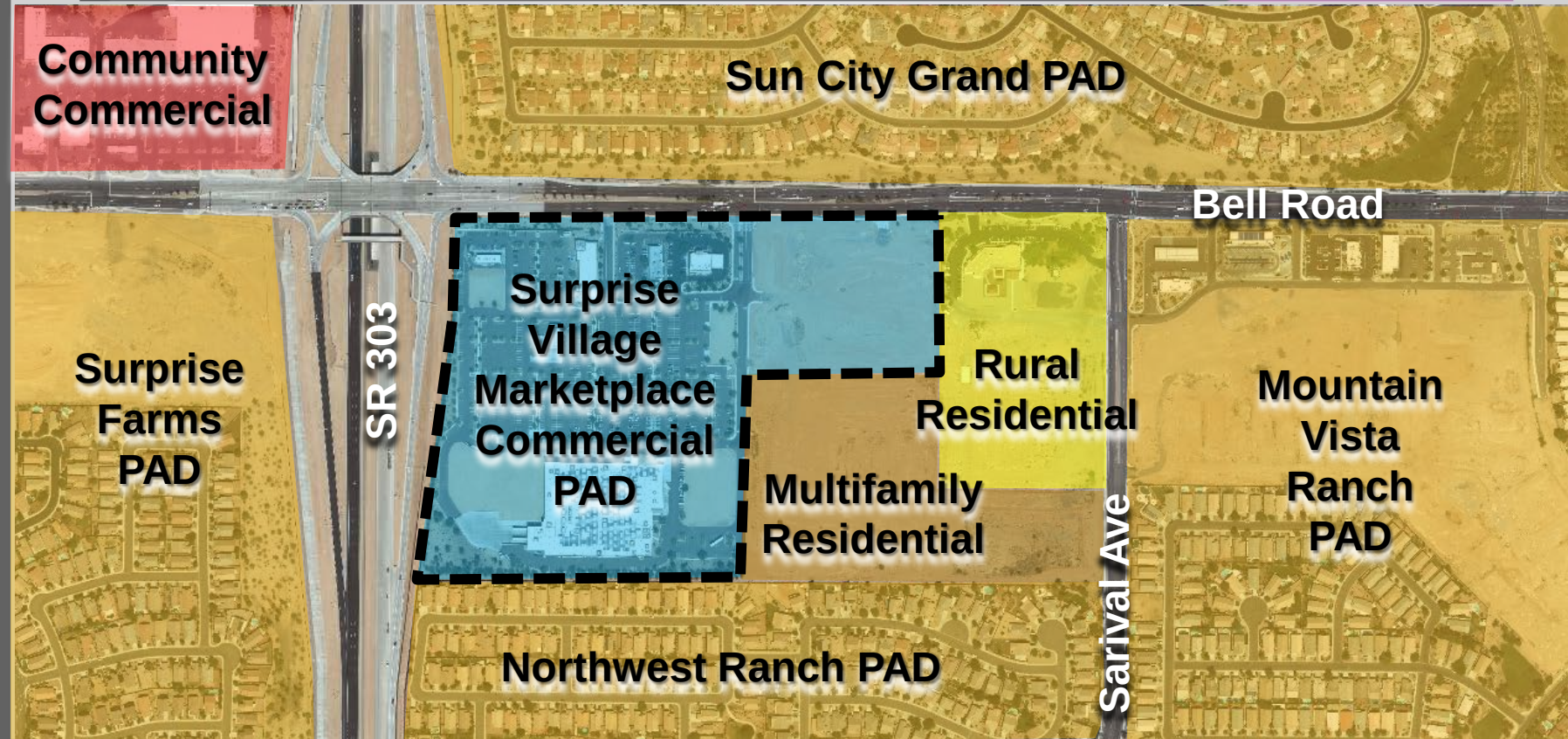
LOCATION MAP



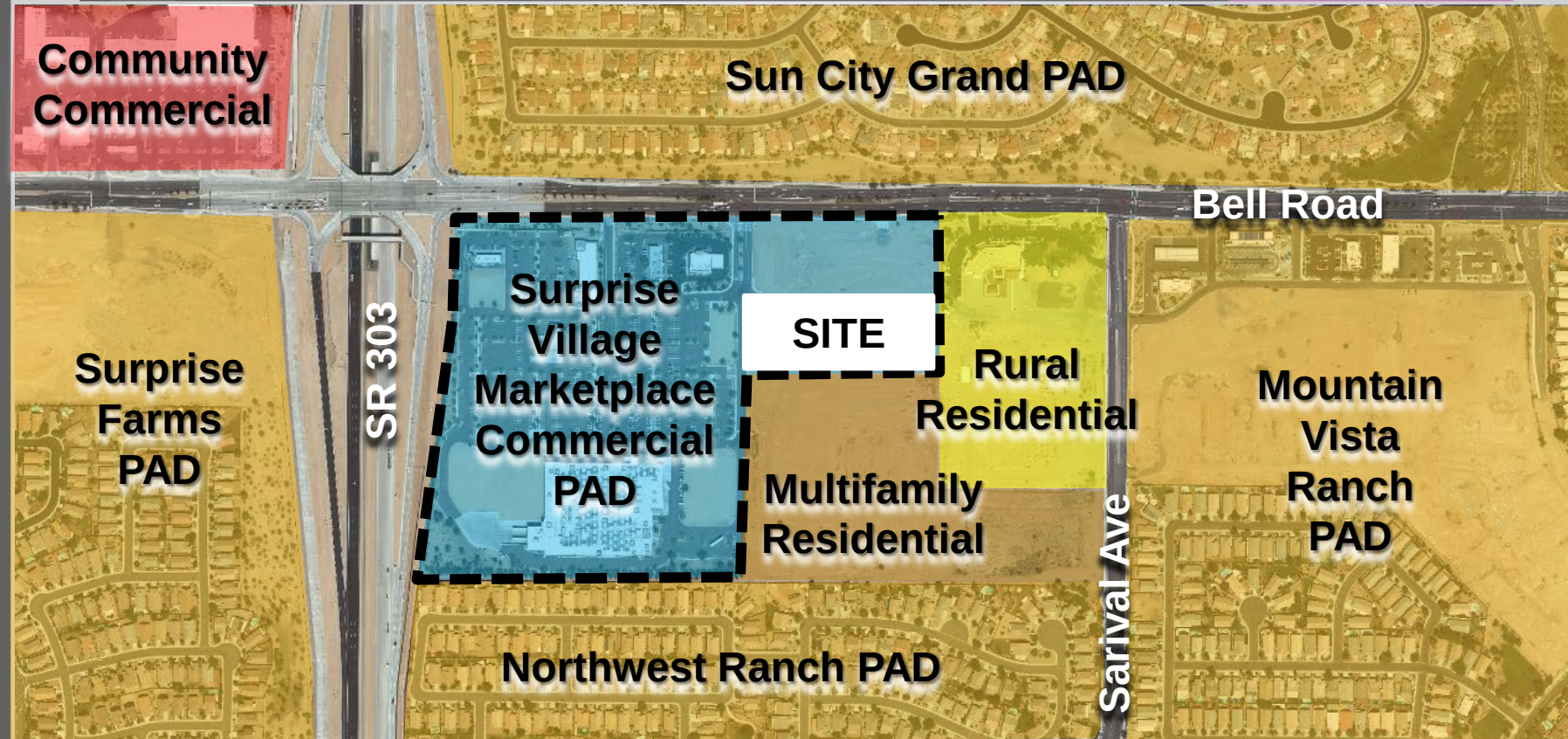
STORAGE FACILITY



ADJACENT ZONING



ADJACENT ZONING



REZONE PAD AMENDMENT

- Purpose:
 - Allow for Self-Storage and Recreational Vehicle (RV) Storage
 - Provide Dimensional Standards for Such a Facility

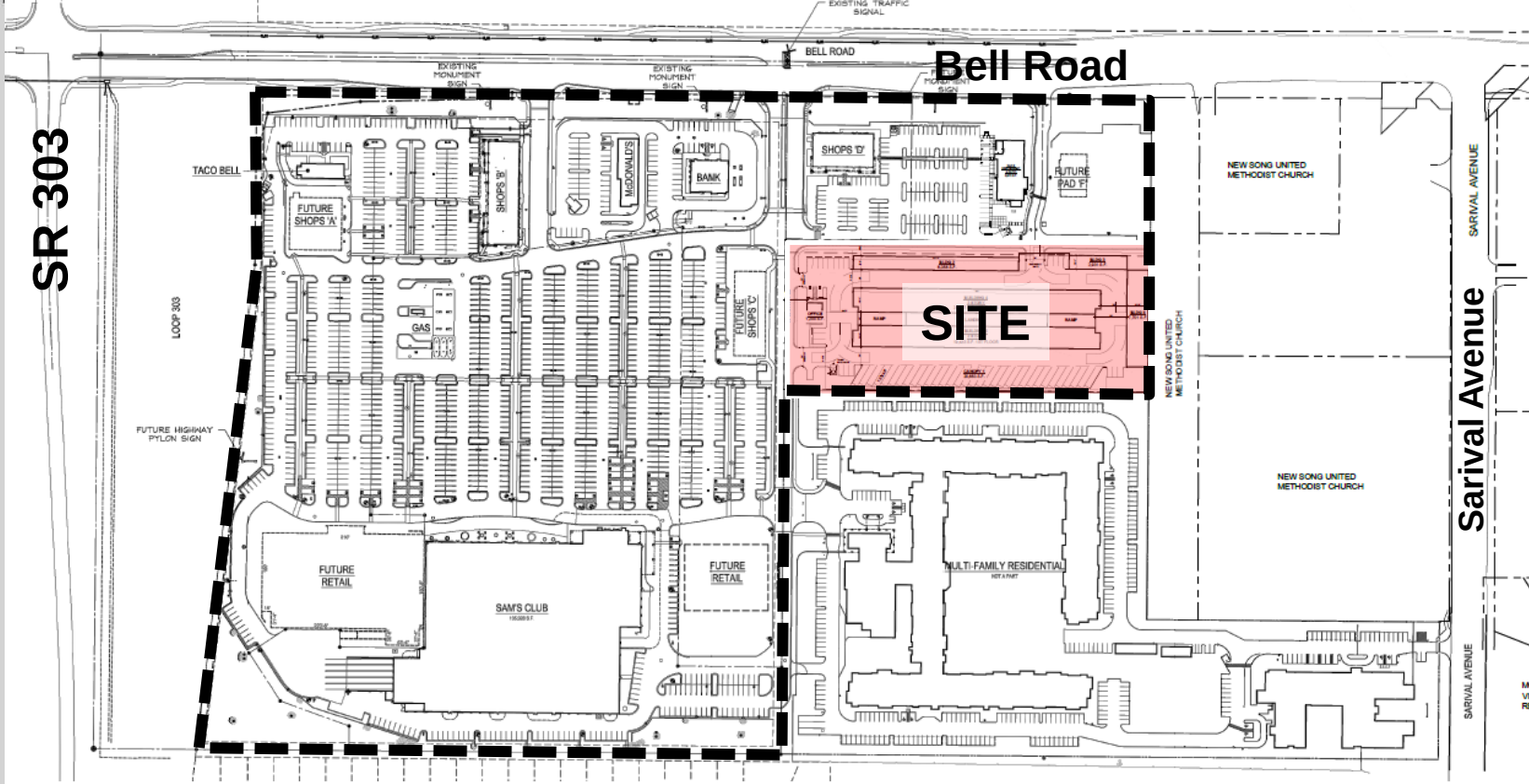


REZONE PAD AMENDMENT

- Dimensional Standards:

	Existing Setbacks	Proposed Setbacks
Front - North	70 feet	30 feet
Rear - South	70 feet	82 feet
Interior Side - East	0 feet	0 feet
Side - West	50 feet	0 feet
Parking Canopy	None Given	6 feet
Building Height	None Given	29 feet

MASTER SITE PLAN



SITE PLAN



SCALE: 3/32" = 1'-0"



BUILDING FROM CENTER



CROSS SECTION A (165TH AVE LOOKING EAST)



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	November 1, 2016	Contact Person:	Seth Dyson, Human Service & Community Vitality
Submitting Department:	Human Service & Community Vitality	District:	Citywide
Staff Recommendations:	None		

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

Agenda Wording:

Consideration and action pertaining to approval of Neighborhood Grant Program awards as recommended by the Committee on Community Outreach, Partnerships, and Grants for the fiscal year 2016-2017 Neighborhood Grant Applications.

Motion:

I move to approve the funding recommendations as presented.

Background:

The Surprise Neighborhood Grant Program was designed to engage residents and increase community engagement, interest, and involvement within the City of Surprise. Funding will be available beginning November 2016. All funding should be spent by June 15, 2017.

The Committee on Community Outreach, Partnerships and Grants have reviewed applications and are making funding recommendations to City Council.

Objective Analysis:

The Surprise Community Outreach Program was designed to provide neighborhoods with options for funding programs, community events or improvements. This outlet would provide them the opportunity to request assistance with the goal of building community engagement and stronger relationships with the City of Surprise.

Policy Compliant:

The Neighborhood Grant Program is consistent with the Surprise Community Outreach Program initiative, city, and council policies.

Financial Impact:

This item will allow for two one-time grants in the amount of \$3,000 each for a total of \$6,000 to be

distributed to the qualified applicants upon completion of their projects.

Budget Impact:

The FY2017 budget includes appropriation within the General Fund in the amount of \$75,000 for the Community Outreach Program, \$10,000 of which is for the Neighborhood Grant Program. Due to \$3,000 in grant awards that did not get distributed during the Community Outreach Program application process in September 2016, the sub-committee for Community Partnerships and Grants wishes to distribute this amount to qualified applicants of the Neighborhood Grant Program allowing the Neighborhood Grant Program to distribute up to \$13,000. Since funding for both the Community Outreach Program and Neighborhood Grant Program are combined, no budget amendment is necessary.

FTE Impact:

This item does not change the full time equivalent count.

ATTACHMENTS:

Click to download

- ☐ [Staff Report](#)
 - ☐ [Marley Park - Veteran's Commemorative Plaza](#)
 - ☐ [Sanalina - Water Conservation & Playground Restoration](#)
 - ☐ [Presentation](#)
-



HUMAN SERVICE AND COMMUNITY VITALTY

Date: November 1, 2016

To: Surprise City Council

From: Seth Dyson, Director
Jodi Tas, Assistant to Council II

Re: Neighborhood Grant Program FY17

Introduction

The Neighborhood Grant Program provides neighborhoods with grant opportunities or monetary assistance for funding community events, neighborhood functions or even some improvements. This outlet provides the opportunity to request assistance with the goal of building community engagement and stronger relationships with the City of Surprise.

Background

The Neighborhood Grant Program began in FY16 when City Council approved the pilot program with a recommended budget of \$10,000. The city received five applications totaling \$31,976. Four of those programs were funded.

Funding

The City Council designated \$10,000 for the Neighborhood Grant Program of the \$75,000 approved for the Surprise Community Outreach Program. However, due to funds that did not get distributed during the Community Outreach Program application process in September, \$13,000 is available to award.

The Committee on Community Outreach, Partnerships and Grants reviewed applications and are making recommendations to the full City Council for which groups get funding.

Committee Recommendations

The Committee on Community Outreach, Partnerships and Grants held a meeting October 13th to review, discuss and act upon the eligible applications received. A total of 2 neighborhood applications were received. Applicants were invited to the committee meeting to present their project to the committee. Both applicants made presentations.

Committee recommendations are as follows:

Neighborhood/Applicant	Project Name	Requested Amount	Committee Recommendation
Marley Park	Veteran Commemorative Plaza	\$3,000	\$3,000
Sanalina	Water Conservation / Playground equipment	\$3,000	\$3,000
	Request Total	\$6,000	\$6,000

Future Actions

- Award notifications to be sent immediately after Council action
- Spending and projects must be complete by June 15, 2017

Recommendation

Approval of Neighborhood Grant Program awards as recommended by the Committee on Community Outreach, Partnerships and Grants.

PROJECT APPLICATION FORMS

Please provide the following information regarding your proposed project. **This three page application form is due to Jodi Tas on Wednesday, October 5th by 5:00PM.**

Name of Neighborhood:	MARLEY PARK
Name of Proposed Project:	Veterans Commemorative Plaza
Contact Person: Other Contacts (If Applicable): Note: May include a community partner working on the project.	Name: <u>Bill Adams</u> Address: <u>15195 W Windrose Dr</u> Telephone: <u>623-444-9877</u> Email: <u>billandesp@cox.net</u> Name: _____ Address: _____ Telephone: _____ Email: _____
Description of project including: a) goal/need of the project, b) how support has evolved in the neighborhood, c) who is involved, and d) what you expect the benefits to be when the project is complete. Note: Please use additional paper if needed.	See attached paper for specific answers.

PROJECT APPLICATION FORMS (Continued)

Please use the following worksheets to estimate your project expenses.

PROPOSED PROJECT EXPENSES

Note: These are only common categories and may not be all inclusive of the expenses for your project or program. Please add to this list on this sheet or another sheet of paper if needed and leave sections blank that do not apply to your project or program.

Type of Cost	Description of Expense	Projected \$ Amount
Salaries/Wages such as youth to clean up after an event, babysitters, etc.		\$
Contracted Services such as site planning, sidewalk installation, etc.	INSTALL pet waste bag dispenser and apply sealant treatment on five benches. SEE ATTACHED Paper For MORE INFORMATION	\$ 1100 34,713 Total Costs
Material/Supplies such as refreshments, safety equipment, etc.	Food and Refreshments for dedication ceremony	\$ 250
Communication such as long distance phone calls, internet usage, etc.		\$
Printing/Reproduction such as fliers, invitations, applications, etc.	Poster boards and event programs for dedication ceremony	\$ 375

Rentals/Leases such as renting a PA System for an event	Chairs, tables and accessories, podium for dedication ceremony	\$ 525
Capital Purchases such as playground equipment, trees, etc.	Ret waste bag dispenser See attached paper for more information.	\$ 300 Total Costs: \$5409
Other		\$
Grand Total of Expenses		a) \$ 2550

Total Costs: \$ 41,272

PROPOSED PROJECT REVENUE

Cash Donations from Partners

Name of Neighborhood, Person, or, Organization \$ Amount

MAJOR Supporters	\$ 16,500
OTHER Supporters (paver purchases)	\$ 16,328
Fundraising	\$ 6,010
	\$
SEE attached paper for more information	\$
	\$

Total Cash From Partners b) \$ 38,838

In-Kind Donations from Partners

Person/Group & Activity Performed

\$ Amount

DMB ASSOCIATES INC	\$
LOGAN SIMPSON DESIGN	\$
MARLEY PARK COMMUNITY ASSOCIATION	\$
	\$
SEE ATTACHED PAPER FOR MORE INFORMATION	\$

Total In-Kind From Partners

c)

\$ UNKNOWN

Volunteer Hours (Valued at \$23.07 per hour)

of Hours
X \$23.07
per hour =

Person/Group & Activity Performed

Committee Meetings	\$ 5,767
Fundraising Activities	\$ 7,151
	\$
	\$
SEE ATTACHED PAPER FOR MORE INFORMATION	\$

Total Volunteer Labor

d)

\$ 12,918

Grand Total (b+c+d=e)

e)

\$ 51,756

Project Overage or Shortage (a-e=f)

f)

\$ 10,484

City Grant Request

g)

\$ 3,000

(Total cash request from the City of Surprise)

City of Surprise Neighborhood Grant Program

October 5, 2016

Name of Neighborhood: Marley Park

Name of Proposed Project: Veteran Commemorative Plaza (VCP)

Contact Person: Bill Adams 15195 W Windrose Dr 623-444-9877 billandespy@cox.net

Description of Project:

- a) Goal/need of the project: The VCP is intended to create an everlasting place for the City of Surprise and the Northwest Valley community to commemorate and memorialize military members from all branches of service and dates served. Phase I of the project was completed in July 2014. Phase II was completed in June 2016. Fundraising is currently ongoing to raise funds to complete Phase III and conduct a dedication ceremony.
- b) How support has evolved in the neighborhood: The project started in the Marley Park community and has spread throughout the City of Surprise and the Northwest Valley.
- c) Who is involved: The VCP Committee consists of residents from the Marley Park community, representatives from the DMB Associates Inc, and representatives from the local VFW organization.
- d) What you expect the benefits to be when project is completed: The VCP will be a place to honor the service and sacrifices of all military personnel. The VCP will also be a place to generate interest for our younger generations to learn more about what it means to serve our country.

Salaries/Wages: NA

Contracted Services: Install pet waste bag dispenser and apply sealant treatment on the five benches – \$1100

Phase I (Paid): Fabricate precast concrete for pentagon base, install flagpole and bronze plates, masonry, engrave pavers \$22,572

Phase II (Paid): Fabricate materials and installation of five benches \$9009

Phase III (Paid): Fabricate masonry column and precast concrete for Entrance pedestal, install pedestal and pathway lighting, install trash receptacle – \$2032

Material/Supplies: Food and refreshments – \$250

Communication: NA

Printing/Reproduction: Poster boards and event programs – \$375

Rentals/Leases: Rent chairs, tables, and accessories in addition to a podium – \$525

City of Surprise Neighborhood Grant Program

October 5, 2016

Capital Purchases: Pet waste bag dispenser – \$300

Phase I (Paid): Bronze plates (pentagon) and flags – \$2344

Phase II (Paid): Bronze plates (benches) and flags – \$590

Phase III (Paid): Bronze plate (entrance pedestal), pedestal lighting, pathway lighting, and waste receptacle – \$2175.

Other: NA

Cash Donations from Partners

Major Supporters: Total: \$16,500

DMB Associates Inc \$2500, Logan Simpson Design \$2500, America's Mighty Warriors \$2500, City of Surprise Neighborhood Grant Program \$2000, Camino Del Sol Funeral Chapel \$1500, Wood/Patel & Associates \$1500, West Maricopa County Regional Association of Realtors \$1500, Legacy Traditional School \$1500, OCM LLC \$1000.

Other Supporters: Total: \$16,328

(Paver purchases) Individuals, groups, small businesses, etc

Fundraising: Total: \$6,010

Marley Park Elementary School \$2373, various fundraisers \$3637

In-Kind Donations

DMB Associates Inc (Donated the land and the flagpole)

Logan Simpson Design (Donated their services)

Marley Park Community Association (Donated their services – financial, communication, etc)

Volunteer Hours

Meeting of Committee members: est 50 meetings X 5 members X 1 hour X \$23.07 = \$5767

Fundraising activities: est 310 hours X \$23.07 = \$7151, *approximately 40 volunteers*

City Grant Request (total cash request from the City of Surprise): \$3,000

Description of how the funding will be utilized

The \$3000 grant will enable the VCP Committee to complete financing the construction of Phase III and to conduct a dedication ceremony for the memorial. The Phase III projects that still need to be funded include the purchase and installation of the pet waste bag dispenser and apply a sealant treatment on the wood of the five benches.

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING
OF THE BOARD OF DIRECTORS OF
MARLEY PARK COMMUNITY ASSOCIATION, INC.**

**(City of Surprise Neighborhood Grant Program
Veterans Commemorative Plaza)**

The undersigned, being all of the Directors of MARLEY PARK COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation (the "**Corporation**"), pursuant to A.R.S. § 10-3821, as well as Section 3.14 of the Corporation's Bylaws, do hereby consent to the adoption of the following resolution and declare it to be in full force and effect as if it was adopted at a regularly-scheduled meeting of the Board of Directors:

WHEREAS, in May of 2012, Marley Park Phase I, LLC, an Arizona limited liability company ("**MP Phase I**"), in conjunction with the Corporation, the Marley Park Leadership Team and the Veterans Commemorative Plaza Committee, approved the construction of a Veterans Commemorative Plaza (the "**Project**") on Lot 2 as set forth on the Final Plat of Marley Park Village Core Phase 1 recorded in Book 1009 of Maps, Page 11, as Instrument No.: 2008-0900709, Official Records of Maricopa County, Arizona.

WHEREAS, the Corporation's Board of Directors memorialized the approval from MP Phase I for the construction of the Veterans Commemorative Plaza via a Unanimous Written Consent dated July 25, 2012 authorizing the Corporation to begin construction of the Project.

WHEREAS, the Veterans Commemorative Plaza Groundbreaking Ceremony was held on November 11, 2013, and the Veterans Commemorative Plaza Committee raised \$25,000.00 (Twenty Five Thousand Dollars) for the Project. Phase 1 of the Project grand opened on July 4, 2014 with a 30-foot flagpole and an octagon shaped base that includes an emblem for each of the five branches of military service along with "Circle of Honor" pavers.

WHEREAS, the Veterans Commemorative Plaza Committee continues fundraising efforts to complete Phases II and III of the Project. Phase II includes the construction and installation of five benches, and Phase III includes the construction and installation of pathway lights, a garbage receptacle and a dog waste bag station.

WHEREAS, the Veterans Commemorative Plaza Committee has requested the approval from the Corporation's Board of Directors to make application to the City of Surprise Neighborhood Grant Program, which provides eligible neighborhoods with small grants to fund neighborhood events, functions or community improvements.

WHEREAS, the Corporation desires that the Veterans Commemorative Plaza Committee move ahead and make such application to the City of Surprise Neighborhood Grant

Program in hopes that any funds received through the City of Surprise Neighborhood Grant Program will aid in completing Phases II and III of the Veterans Commemorative Plaza.

THEREFORE BE IT RESOLVED, that the Corporation's Board of Directors hereby approve the Veteran's Commemorative Plaza Committee's request to make application to the City of Surprise Neighborhood Grant Program for the purpose of receiving grant monies to aid in the completion of Phases II and III of the Veterans Commemorative Plaza in Marley Park.

Dated effective as of the 22nd day of January, 2016

DocuSigned by:

Todd Hornback

4D17F16F2068424...

Todd Hornback, President

DocuSigned by:

TJ Forster

D02B5D742CDB424...

TJ Forster, Secretary & Treasurer

DocuSigned by:

Bill Adams

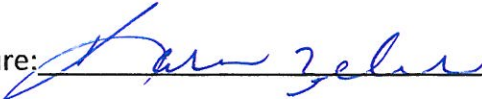
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Bill Adams, Director

City of Surprise Neighborhood Grant Program

October 5, 2016

I support the building of the Veterans Commemorative Plaza (VCP) and the application to request funds from the City of Surprise Neighborhood Grant Program.

Signature: 

Printed Name: KAREN Zelek

Resident's Address: 15248 W GEORGIA DR Surprise AZ 85379

Signature: 

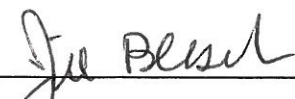
Printed Name: ROSALBA CHAN

Resident's Address: 15454 W WINDROSE DR SURPRISE AZ 85379

Signature: 

Printed Name: Jennea Bono

Resident's Address: 13536 N. 150th Ave. Surprise AZ 85379

Signature: 

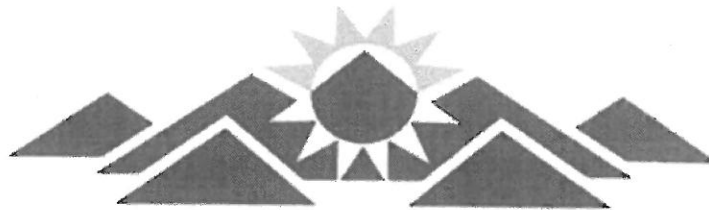
Printed Name: Jill Blesch

Resident's Address: 15073 W Alexandria Way, Surprise 85379

Signature: 

Printed Name: Valerie V. Jackson

Resident's Address: 15333 W Bloomfield Rd, Surprise 85379



SURPRISE

ARIZONA

Neighborhood Grant Program APPLICATION INFORMATION

FY 2016-2017

RESIDENTS in Support of Funding For
Sawaliwa City Application

1. Gissel T. [Signature]
2. [Signature]
3. [Signature]
4. [Signature]

5. Bob Nucko
6. [Signature]
7. [Signature]
8. Pat O'Call

City of Surprise Neighborhood Grant Program

Overview

The Neighborhood Grant Program, established in 2015, fosters a special partnership between the City of Surprise and its neighborhoods. Through an application process, qualifying neighborhoods will receive funds for specific projects. Award decisions are made by the Committee on Community Outreach, Partnerships & Grants. The Program encourages involvement of residents and other public and private organizations to support neighborhood-initiated planning, community-building, or improvement projects. This fiscal year, the City is providing up to **\$10,000** for neighborhood projects. Neighborhoods are not limited to one project per fiscal year and may submit more than one application annually.

To receive support projects must:

- Provide a public benefit,
- Result in a product, which benefits a neighborhood or the larger Surprise community,
- Be feasible for completion by Friday, **June 2, 2017,**
- Involve the benefiting neighborhood in project identification, planning, and execution,
- Emphasize neighborhood self-help, or
- Be educational, community-building, or a public physical improvement.
- Submit a Quarterly Report by **February 15, 2017 & April 14, 2017.**
- Complete a final presentation & report about the project in **June 15, 2017.** (Date subject to change)

Projects not eligible for funding:

- Duplication of an existing private or public program or service,
- Ongoing services or requests that support service organizations' operating budgets,
- Projects that conflict with existing city policy,
- Projects that conflict with your respective HOA policies,
- Projects exceeding the duration of one year, or
- Maintenance of projects built with previous Neighborhood Matching Funds.

IDEAS BY PROJECT CATEGORY

1. Neighborhood Physical Improvements

- Materials and services to be used toward improvements such as playgrounds, common areas, park amenities, community gardens, neighborhood markers, identity signs, trash cans, benches, etc.

2. Neighborhood Organizing / Organizational Development

- Activities, services, and materials that generate new neighborhood connections and activities, grow an organization or educate neighborhood leadership and promote involvement.

3. Neighborhood Preservation

- Materials, programs or services that sustain or improve the health, public safety, and welfare of the neighborhood such as crime watch, traffic management, or home weatherization programs; or contribute positively to the neighborhood's aesthetic quality such as community property maintenance programs or beautification programs.

4. Neighborhood Cultural, Social, and Recreational Initiatives

- Materials, programs or services that promote diversity, family literacy, neighborhood access to technology, after school enrichment programs, youth athletic leagues, career preparation, services for the needy, disabled, or elderly and cultural activities such as music, dance, or art programs.

Important Dates to Remember:

Item	Due Date	Time
Information Session – <i>Surprise City Hall, 16000 N Civic Center Plaza, Council Overflow Room</i>	September 7, 2016	5:30PM
Grant Applications Due	October 5, 2016	5:00PM
Proposal Presentations to Sub-Committee - <i>Surprise City Hall, 16000 N Civic Center Plaza, First Floor Conference Room #150</i>	October 13, 2016	4:00PM
City Council Meeting (Funding Decision)	November 1, 2016	6:00PM
Project Status Report Due	February 15, 2017	5:00PM
Project Status Report Due	April 14, 2017	5:00PM
Project Completion Deadline	June 2, 2017	
Final Report & Presentation	June 15, 2017*	4:00PM

*Subject to change

The City of Surprise
Neighborhood Grant Program
PROJECT SUMMARY FORM
FY 2016 – 2017

IMPORTANT: The Project Application Forms on the following three pages must be thoroughly completed.

For more information contact:

Jodi Tas

Assistant to Council

623.222.1330

Jodi.tas@surpriseaz.gov

PROJECT APPLICATION FORMS

Please provide the following information regarding your proposed project. This three page application form is due to Jodi Tas on Wednesday, October 5th by 5:00PM.

Name of Neighborhood:	SANALINA
Name of Proposed Project:	PLAYGROUND RESTORATION
Contact Person:	Name: <u>LISA TERROR</u> Address: <u>15131 W. VENTURA ST.</u> Telephone: <u>662-307-0074</u> Email: <u>dzbloude_15@yahoo.com</u>
Other Contacts (If Applicable): Note: May include a community partner working on the project.	Name: _____ Address: _____ Telephone: _____ Email: _____
Description of project including: a) goal/need of the project, b) how support has evolved in the neighborhood, c) who is involved, and d) what you expect the benefits to be when the project is complete. Note: Please use additional paper if needed.	WE HAVE BROKEN PLAYGROUND EQUIPMENT IN NEED OF REPAIR FOR SAFETY REASONS. WE WANT TO INVEST IN THE E.T. WATER SAVER SYSTEM TO KEEP WATER COSTS DOWN KEEPING OUR FUNDS UP TO MAINTAIN OUR PLAYGROUND AREA AND TO ADD EQUIPMENT FOR PRE SCHOOL CHILDREN. WE WANT TO PROVIDE AN AREA THAT

MEETS THE NEEDS OF ALL RESIDENTS AND OUR GREEN PARK IS A PLACE ENJOYED BY, dog walks, childrens ball teams, birthday & ANNIVERSARY CELEBRATIONS, community picnics, etc.

PROJECT APPLICATION FORMS (Continued)

Please use the following worksheets to estimate your project expenses.

PROPOSED PROJECT EXPENSES

Note: These are only common categories and may not be all inclusive of the expenses for your project or program. Please add to this list on this sheet or another sheet of paper if needed and leave sections blank that do not apply to your project or program.

Type of Cost	Description of Expense	Projected \$ Amount
Salaries/Wages such as youth to clean up after an event, babysitters, etc.		\$
Contracted Services such as site planning, sidewalk installation, etc.	LABOR FOR E.T. WATER SYS. PLAYGROUND REPAIR INSTALLATION	\$ 200.00 755.00
Material/Supplies such as refreshments, safety equipment, etc.		\$
Communication such as long distance phone calls, internet usage, etc.		\$
Printing/Reproduction such as fliers, invitations, applications, etc.		\$

Rentals/Leases such as renting a PA System for an event		\$
Capital Purchases such as playground equipment, trees, etc.	ET. WATER SYSTEM Solar Climber Wood chips	2,100.00 \$ 1,500.00 3,005.00
Other		\$
Grand Total of Expenses a)		\$ 7,560.00

PROPOSED PROJECT REVENUE

Cash Donations from Partners

Name of Neighborhood, Person, or, Organization	\$ Amount
SARALIDA	\$ 4,560.00
	\$
	\$
	\$
	\$
	\$
Total Cash From Partners b)	\$ 4,560.00

In-Kind Donations from Partners

Person/Group & Activity Performed

\$ Amount

	\$	
	\$	
	\$	
	\$	
	\$	
Total In-Kind From Partners	c)	\$

Volunteer Hours (Valued at \$23.07 per hour)

of Hours
X \$23.07
per hour =

Person/Group & Activity Performed

	\$	
	\$	
	\$	
	\$	
	\$	
Total Volunteer Labor	d)	\$

Grand Total (b+c+d=e)

e) \$ 4,560.00

Project Overage or Shortage (a-e=f)

f) \$ 3,000.00

City Grant Request

(Total cash request from the City of Surprise)

g) \$ 3,000.00



PO BOX 24530
 Tempe, AZ 85282-24530
 Phone: 480-456-0608

PROPOSAL

Date	Proposal #
9/29/2016	23378

Customer/ Address

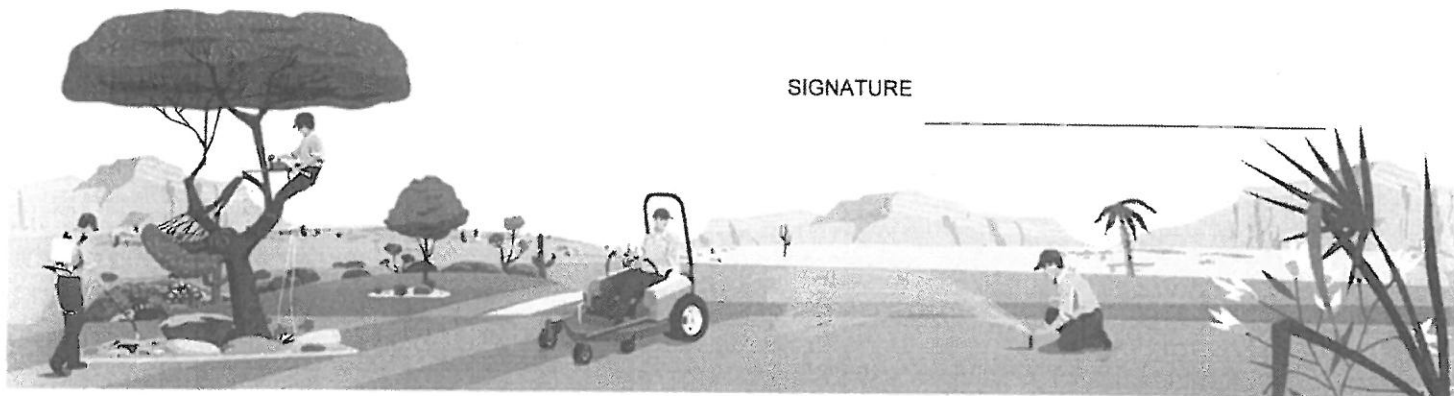
Sanalina HOA
 C/O Vision Community Management
 16625 S. Desert Foothills Parkway
 Phoenix AZ 85048-9927

Web Site
www.proquallandscaping.com

Description	Quantity	Cost	Total
Project and Purpose: ProQual Landscaping is to install SMART irrigation system by ET Water. ET Water offers a comprehensive smart irrigation management solution that gets landscapers back to landscaping, delivers a positive return on investment for property owners, and gives precise control over multiple irrigation systems to the customer.			
Install 105W 24 Station ET Water Clock	1	2,100.00	2,100.00
Labor hours to install	1	200.00	200.00
Work will be scheduled when authorization is received.			
Sales Tax (0.0%)			\$0.00
Total			\$2,300.00

THIS IS NOT AN INVOICE. PLEASE DO NOT PAY.
 THIS PRICE IS ONLY VALID FOR 30 DAYS.

SIGNATURE _____



dave bang assoc., inc.

**** Since 1979 ****

Quotation

AZ 103339R

P.O. Box 8760, Mesa, Arizona 85214
(480) 892-2266 (800) 456-7903 FAX (480) 833-1311

To Vision Community Management
Attn: Veda Jones
16625 S. Desert Foothills Parkway
Phoenix, AZ 85048

Quotation Date September 1, 2016	Salesperson Deland Bentz
--	------------------------------------

Terms
Net 20 from ship date with signed quote and approved credit application

"Sanalina HOA - Option #4"

Estimated Shipping Date 3-5 Weeks	Shipped Via Truck	F.O.B. Goodyear
--------------------------------------	----------------------	--------------------

Quantity	Description	Unit Price	Total Extended
1	Playworld #BPL3040, 4' Oval Tube Section <i>(THIS PIECE IS BROKEN)</i>		No Charge
1	Playworld #ZZPM7658, 48" Solar Climber <i>(THIS PIECE MISSING A STEP)</i>		1,500.00
1	Provide and Install by Blowing In 55 cubic yards of Playsoft IPEMA Certified Engineered Wood Fiber <i>(CHIPS HAVE SETTLED LEAVING A TRIP HAZARD)</i>		3,005.00
	Installation		755.00
	TOTAL DELIVERED AND INSTALLED		5,260.00
*These items are from our scratch and dent stock and is sold as is with no warranty. Some items may have minor blemishes. *M.R.R.A. Project, this price includes any tax that was paid at the Point of Purchase. *Installation INCLUDES Removal of all construction debris prior to job completion *Owner to provide access for bobcat to work area, bobcat will be provided by installer *Owner is responsible for all landscape repairs such as, but not limited to, damaged trees, bushes, lawn, curbing, sidewalks and / or asphalt paving caused by materials truck and / or 2-ton bobcat needed to complete project *Installation does NOT include repair or relocating any underground utilities including, but not limited to, water, gas, electrical, phone, or sewer. Costs associated with utility delays will be the responsibility of the customer. *Installation based on clear access to area *Prevailing Wages NOT included (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing. THANK YOU FOR THIS CHANCE TO QUOTE			

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX COPY DEEMED TO BE LEGAL EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2% MONTHLY FINANCE CHARGE. IN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION, VENUE SHALL BE MESA, AZ

By Deland Bentz Accepted _____ Date _____

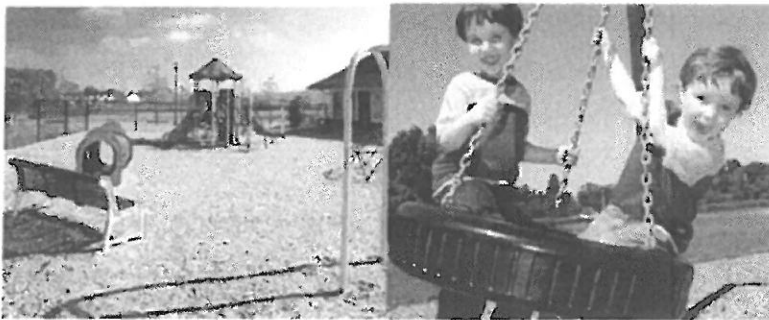
PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

Thank You!

PlaySoft™

• Engineered Wood Fiber •

PlaySoft Playground Surfacing Material – Engineered Wood Fiber



PlaySoft is a product that is manufactured and processed to meet the newest standards for playground materials. It has been certified to meet or exceed the ASTM testing requirements when it is used as recommended by the U.S. consumer product safety commission for playground surfaces. PlaySoft is IPEMA certified to conform to ASTM F-1292-99, standard specification for impact attenuation under and around playground equipment. PlaySoft meets or exceeds specifications for ASTM F-2075-04, tramp metal testing.



Advantages

- Soft (Shock absorbent)
- Certified
- All Natural
- Aesthetically Pleasing
- Low Cost
- Simple to Maintain

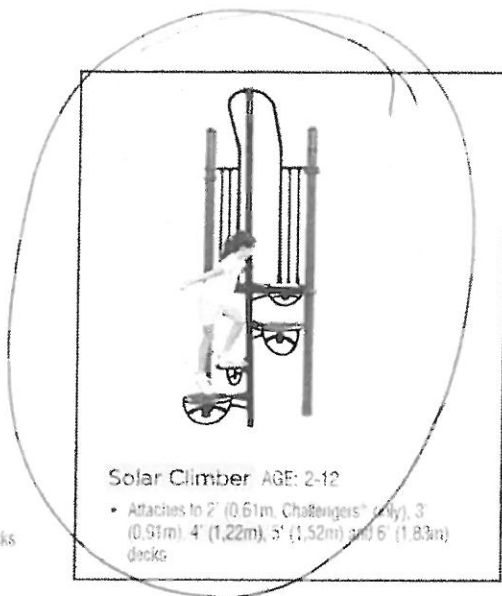
Application

- Information Based on CPSC critical height testing. The National Program for Playground Safety recommends that in general, 12" of uncompressed loose-fill material be used for equipment up to 8' in height.



Inclined Cliff Hanger AGE: 5-12

- Encourages safe risk taking
- Attaches to 4' (1.22m) up to 8' (2.44m) decks



Solar Climber AGE: 2-12

- Attaches to 2' (0.61m, Challenging® only), 3' (0.91m), 4' (1.22m), 5' (1.52m) and 6' (1.83m) decks



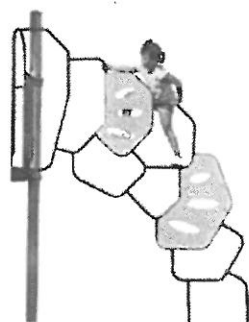
Upper Silo Climber AGE: 5-12

- Use for a 5' (1.52m) climb between decks



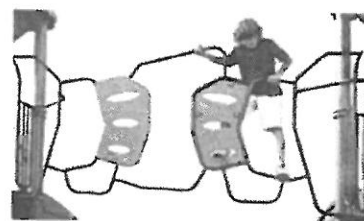
GEO Arch Climber AGE: 5-12

- Aesthetic design updates a playground classic
- Develops hand/eye coordination and increases upper-body strength
- Attaches to 4' (1.22m), 5' (1.52m) and 6' (1.83m) decks



GEO Diagonal Climber AGE: 5-12

- Features a contemporary, aesthetic design
- Develops hand/eye coordination and increases upper-body strength
- Attaches to 4' (1.22m), 5' (1.52m) and 6' (1.83m) decks



GEO Deck-to-Deck Climber AGE: 5-12

- Horizontal climbing paths encourage imaginative movement
- Develops hand/eye coordination and increases upper-body strength
- 10' (3.05m) long; connects decks of equal height from 2' (0.61m), 3' (0.91m) and 4' (1.22m)



GEO Climber AGE: 5-12

- Big, bold design provides a new level of climbing fun
- Curved design increases the challenge level for kids
- Large, sculpted holes are textured to allow for a firmer grip while climbing
- Attaches to 4' (1.22m) and 5' (1.52m) decks



GEO Vertical Climber AGE: 5-12

- Vertical path to reach new heights on the playground
- Challenging climber develops hand/eye coordination and increases upper-body strength
- Attaches to 4' (1.22m), 5' (1.52m) and 6' (1.83m) decks



Neighborhood Grant Program

FY2016-2017

PROGRAM PURPOSE & OVERSIGHT

- To empower residents and increase community engagement, interest and involvement within the City of Surprise
- Surprise Sub-Committee on Community Outreach, Partnerships & Grants makes funding recommendations
- Sub-Committee Members are Council Members Rachel Villanueva (Chair), John Williams and Roland F. Winters Jr.

PROGRAM GUIDELINES

To receive support, projects must:

- Provide a public benefit,
- Result in a product, which benefits a neighborhood or the larger Surprise Community;
- Be feasible for completion by June 15, 2017;
- Involve the benefiting neighborhood in project identification, planning and execution;
- Emphasize neighborhood self-help, or
- Be educational, community-building, or a public physical improvement

APPLICATION PROCESS

- Application must be signed by a minimum of 5 neighbors within applicant's respective residential area supporting ideas and project applicant
- Must include a thorough description of how funding will be utilized
- Project must comply with City and HOA policies
 - Application must include approval of HOA Board, if necessary

PROCESS TIMELINE

August 1, 2016 –
October 5, 2016

Application Period

Information session
held September 7th

October 13, 2016

Committee on
Community
Outreach,
Partnerships &
Grants Meeting &
Recommendation

November 1, 2016

City Council
Recommendation

APPLICATION DESCRIPTION

Neighborhood/Applicant	Project Name	Requested Amount	Committee Recommendation
Marley Park	Veteran Commemorative Plaza	\$3,000	\$3,000
Sanalina	Water Conservation / Playground equipment	\$3,000	\$3,000
	Request Total	\$6,000	\$6,000

PROGRAM GUIDELINES

- Funding would be available after City Council approval
- All funding must be spent by June 15, 2017
- Reporting will be similar to the Surprise Community Outreach Program





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

Back Print

Council Meeting Date: November 1, 2016 Contact Person: Lindsey Duncan, Finance Director
Submitting Department: Finance Dept District: Citywide
Staff Recommendations: None

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on a fiscal year 2016 budget amendment reallocating appropriations from various funds required to close the fiscal year 2016 budget; Resolution 2016-106.

Motion:

I move to approve Resolution 2016-106.

Background:

As a part of closing fiscal year 2016, expenditure budgets and actuals are reviewed to ensure that the City is in compliance with budget amendment policies. Specifically, fund, capital improvement plan (CIP) projects, grants, and departments within the General Fund cannot have actual expenditures exceed the budgeted amounts. When this does occur, approval of the Mayor and Council is necessary to increase the budgeted amounts.

For FY2016, three main categories of corrections have been identified. The first category is budget adjustments for funds and CIP projects that exceeded their budget. In each case, the fund had sufficient contingency to make an amendment, or received unforeseen revenue that allowed an increase in authority. The second category involves projects. Per the Comprehensive Financial Management policies, projects within the capital project funds need to have sufficient budget authority to cover expenditures. The third category involves grants that were previously approved by the Mayor and Council. The amounts were not known at the time of the adoption of the FY2016 budget, and this action amends them to the proper level of authority.

With the annual audit currently underway, FY2016 has not yet been closed. Any changes that are made to the financials may require additional budget amendments for FY2016.

Objective Analysis:

The Mayor and Council annually adopts a budget by fund, CIP project, grant, and department within the General Fund. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the Mayor and Council for approval. This action accomplishes that aim and ensures that each of those categories do not have actual expenditures that

exceed the budget.

The previous financial system did not have budget controls in place that would prevent expenditures from exceeding the budgeted amounts. The practice used by the City of Surprise, and many other cities throughout Arizona, is to seek approval at the end of the fiscal year after a budget has been exceeded. The new financial system which was implemented in July, 2016 has the ability to place budget controls that would prevent expenditures from exceeding the budget. Budget Amendment Policies and Procedures will be reviewed to ensure that processes can be improved in this area.

Policy Compliant:

This action will make the FY2016 financials compliant with the Budget Amendment Policies and Procedures.

Financial Impact:

This action has no direct financial impact. Expenditures have already occurred and this action brings the financials back in compliance with the Budget Amendment Policies and Procedures. The approval of these budget amendments is necessary to complete the FY2016 Comprehensive Annual Financial Report (CAFR) and related audit.

Budget Impact:

This action reallocates spending authority without an increase or decrease the total budget for FY2016 and does not represent an actual transfer of funds. Each item is considered one time in nature, however this amendment may impact future carry forward amounts with respect to CIP projects and grants.

FTE Impact:

The number of full time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

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- ☐ [Res 2016-106 FY2016 Budget Amendments](#)
 - ☐ [FY2016 Budget Amendments](#)
-

RESOLUTION # 2016-106

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2016 BUDGET BY REALLOCATING APPROPRIATIONS FROM VARIOUS FUNDS TO VARIOUS FUNDS TO CLOSE OUT THE FISCAL YEAR.

WHEREAS, in the course of daily operations various adjustments were identified which are necessary amendments to the FY2016 Adopted Budget;

WHEREAS, in the course of preparing the FY2016 Comprehensive Annual Financial Report (CAFR), various adjustments were identified and are required to ensure compliance with state law for appropriations. These legally required amendments will allow the City to close out the fiscal year's budgetary accounts and proceed with the annual independent audit. These are standard, end-of-year processes that are required to close the books and the bottom line budget amounts do not change;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-106

Exhibit A

The FY2016 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of budget authority. Additionally, these reallocations do not increase or decrease the total budget.

1. Budget adjustments

- A. General Fund – Various departments within the General Fund incurred additional expenses related to personnel and operations. Per the Budget Amendment Policy, movement of budget authority from or to personnel requires Council approval.

General Fund Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
City Manager's Office / Personnel	\$ 2,247,100	\$ 138,900	\$ 2,386,000
City Manager's Office / Supplies	50,500	5,800	56,300
City Manager's Office / Services	490,600	75,100	565,700
Economic Development / Personnel	754,500	14,500	769,000
Economic Development / Services	5,758,300	(104,500)	5,653,800
City Council / Personnel	274,600	3,100	277,700
City Council / Services	77,800	(3,100)	74,700
City Clerk / Services	31,800	4,900	36,700
City Clerk / Personnel	437,900	(4,900)	433,000
Information Technology / Supplies	179,200	17,200	196,400
Information Technology / Personnel	2,281,000	(17,200)	2,263,800
Public Works / Personnel	3,887,700	88,000	3,975,700
Public Works / Services	2,174,700	(53,100)	2,121,600
Public Works / Supplies	758,600	(34,900)	723,700
Stormwater / Services	14,800	1,100	15,900
General Operations / Debt Service	0	72,700	72,700
Finance / Services	982,900	(203,600)	779,300
	<u>\$ 20,402,000</u>	<u>\$ 0</u>	<u>\$ 20,402,000</u>

- B. Arizona Lottery Fund (ALF) – The City received additional revenue from ALF for transportation related costs. Additional budget authority is required in order to expend the revenue.

Fund / Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenditures			
ALF Fund / Public Works / Services	\$ 350,000	\$ 4,200	\$ 354,200
Grants Fund / General Operations / Contingency	7,500,800	(4,200)	7,496,600
	<u>\$ 7,850,800</u>	<u>\$ 0</u>	<u>\$ 7,850,800</u>
Revenues			
ALF Fund / Public Works / Intergovernmental Revenues	\$ 350,000	\$ 4,200	\$ 354,200
Grants Fund / General Operations / Unforeseen Revenue	7,537,600	(4,200)	7,533,400
	<u>\$ 7,887,600</u>	<u>\$ 0</u>	<u>\$ 7,887,600</u>

- C. SPD Towing Fund – The fund incurred additional expenses related to personnel. The fund has sufficient budget authority within contingency, the use of which requires Council approval.

SPD Towing Fund Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Police / Personnel	\$ 32,500	\$ 1,400	\$ 33,900
Police / Contingency	119,800	(1,400)	118,400
	<u>\$ 152,300</u>	<u>\$ 0</u>	<u>\$ 152,300</u>

- D. HALO Fund – The City received more revenue than what was originally estimated for FY2016. Additional budget authority is required in order to expend the additional revenue.

Fund / Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenditures			
HALO Fund / Fire / Personnel	\$ 168,900	\$ 8,900	\$ 177,800
Grants Fund / General Operations / Contingency	7,500,800	(8,900)	7,491,900
	<u>\$ 7,669,700</u>	<u>\$ 0</u>	<u>\$ 7,669,700</u>

Revenues

HALO Fund / Fire / Intergovernmental Revenues	\$	156,000	\$	8,900	\$	164,900
Grants Fund / General Operations / Unforeseen Revenue		7,537,600		(8,900)		7,528,700
	\$	7,693,600	\$	0	\$	7,693,600

- E. Municipal Court JCEF Fund - The fund incurred additional expenses related to personnel. The fund has sufficient budget authority within contingency, the use of which requires Council approval.

Municipal Court JCEF Fund Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Court / Personnel	\$ 58,000	\$ 5,300	\$ 63,300
Court / Contingency	25,700	(5,300)	20,400
	\$ 83,700	\$ 0	\$ 83,700

- F. Animal Seizure Bond Forfeiture Fund– The fund incurred additional expenses related to the cost of housing, caring, and treatment of seized animals. Additional budget authority is required to cover the expenditures.

Fund / Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Animal Seizure Bond Forfeiture Fund / Police / Services	\$ 1,000	\$ 300	\$ 1,300
Grants Fund / General Operations / Contingency	7,500,800	(300)	7,500,500
	\$ 7,501,800	\$ 0	\$ 7,501,800

- G. Employee Healthcare Fund – The fund incurred additional expenses related to healthcare claims. The fund has sufficient budget authority within contingency, the use of which requires Council approval.

Employee Healthcare Fund Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Human Resources / Personnel	\$ 104,100	\$ (3,400)	\$ 100,700
Human Resources / Services	9,553,000	373,000	9,926,000
Human Resources / Contingency	1,495,200	(369,600)	1,125,600
	\$ 11,152,300	\$ 0	\$ 11,152,300

- H. Risk Management Fund – The fund incurred additional expenses related to personnel. The fund has sufficient budget authority within contingency, the use of which requires Council approval.

Risk Management Fund Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Finance / Supplies	\$ 0	\$ 500	\$ 500
Human Resources / Personnel	218,600	21,400	240,000
Human Resources / Services	1,391,300	(13,300)	1,378,000
Human Resources / Contingency	2,142,800	(8,600)	2,134,200
	<u>\$ 3,752,700</u>	<u>\$ 0</u>	<u>\$ 3,752,700</u>

- I. Ground Ambulance Fund – The fund incurred expenses related to bad debt. Additional budget authority is required to cover the expenditures.

Fund / Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Ground Ambulance Fund / Fire / Personnel	\$ 363,100	\$ (19,500)	\$ 343,600
Ground Ambulance Fund/ Fire / Services	42,300	(11,300)	31,000
Ground Ambulance Fund / Fire / Capital	300	(300)	0
Ground Ambulance Fund/ Fire / Debt Service	0	155,500	155,500
Grants Fund / Contingency	7,500,800	(124,400)	7,376,400
	<u>\$ 7,906,500</u>	<u>\$ 0</u>	<u>\$ 7,906,500</u>

- J. Sewer Operations Fund - The fund incurred additional expenses related to personnel and vehicles. The fund has sufficient budget authority to cover the expenditures.

Sewer Operations Fund Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
WRM / Personnel	\$ 3,489,000	\$ 8,500	\$ 3,497,500
Public Works / Capital	77,000	200	77,200
WRM / Supplies	1,865,700	(8,700)	1,857,000
	<u>\$ 5,431,700</u>	<u>\$ 0</u>	<u>\$ 5,431,700</u>

- K. Water Operations Fund – The fund incurred additional expenses related to the purchase of vehicles. The fund has sufficient budget authority to cover the expenditures.

Water Operations Fund Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Public Works / Capital	\$ 110,000	\$ 100	\$ 110,100
WRM / Supplies	655,200	(100)	655,100
	<u>\$ 765,200</u>	<u>\$ 0</u>	<u>\$ 765,200</u>

- L. Donations Fund – The fund received additional revenue for various police department programs. Additional budget authority is required in order to expend the revenue received.

Fund / Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenditures			
Donations Fund / Police / Supplies	\$ 12,400	\$ 900	\$ 13,300
Donations Fund / Police / Services	0	5,600	5,600
Grants Fund / General Operations / Contingency	7,500,800	(6,500)	7,494,300
	<u>\$ 7,513,200</u>	<u>\$ 0</u>	<u>\$ 7,513,200</u>
Revenues			
Donations Fund / Police / Donations Operating	\$ 13,400	\$ 6,500	\$ 19,900
Grants Fund / General Operations / Unforeseen Revenue	7,537,600	(6,500)	7,531,100
	<u>\$ 7,551,000</u>	<u>\$ 0</u>	<u>\$ 7,551,000</u>

- M. Highway User Revenue Fund (HURF) – The fund incurred additional expenditures related to personnel. Additional budget authority is required to cover the expenditures.

HURF Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Public Works / Personnel	\$ 3,453,200	\$ 108,400	\$ 3,561,600
Public Works / Supplies	968,200	(82,200)	886,000
Public Works / Services	3,285,200	(26,200)	3,259,000
	<u>\$ 7,706,600</u>	<u>\$ 0</u>	<u>\$ 7,706,600</u>

- N. Spring Training Ticket Surcharge Fund – The fund incurred expenditures related to the stadium. Per the Comprehensive Financial Management Policies, this fund will have a minimum fund balance of \$600,000. The remaining fund balance and revenue is used to offset stadium operating and maintenance expenditures. Additional budget authority is required to cover the expenditures.

Fund / Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Spring Training Ticket Surcharge / CRS / Services	\$ 0	\$ 1,237,700	\$ 1,237,700
Grants Fund / General Operations / Contingency	7,500,800	(1,237,700)	6,263,100
	<u>\$ 7,500,800</u>	<u>\$ 0</u>	<u>\$ 7,500,800</u>

- O. Street Light Improvement Districts (SLID) Funds – Twelve of the funds incurred additional expenses related to electricity. Additional budget authority is required to cover the expenditures.

Fund / Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
NW Ranch #2 SLID / Public Works / Services	\$ 22,500	\$ 100	\$ 22,600
Marley Park PH1, PAR 7& 8 / Public Works / Services	10,400	1,500	11,900
Greer Ranch N PH I / Public Works / Services	24,400	8,000	32,400
Greer Ranch N PH 2 / Public Works / Services	6,600	4,800	11,400
Johnson Townhomes / Public Works / Services	1,100	100	1,200
Quick Trip #10 / Public Works / Services	800	100	900
Asante Parcel 1.16 / Public Works / Services	1,100	100	1,200
Commerce Park East / Public Works / Services	3,800	1,300	5,100
Desert Oasis PCL 13A / Public Works / Services	6,900	200	7,100
Desert Oasis PCL 14C / Public Works / Services	7,000	1,200	8,200
Marley Park PH3 (#134) / Public Works / Services	0	6,000	6,000
Desert Oasis PCL 11 / Public Works / Services	0	3,600	3,600
Grants Fund / General Operations / Contingency	7,500,800	(27,000)	7,473,800
	<u>\$ 7,585,400</u>	<u>\$ 0</u>	<u>\$ 7,585,400</u>

P. Development Impact Fee (DIF) Funds – The funds incurred additional expenditures related to development reimbursements and capital. Most of the funds have sufficient budget authority with the exception of one which will need additional budget authority to cover the expenditures. The use of contingency requires council approval.

Fund / Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Park/Rec Dev Fee Grandfathered / Economic Development / Services	\$ 0	\$ 65,500	\$ 65,500
Park/Rec Dev Fee Grandfathered / General Operations / Contingency	1,153,000	(65,500)	1,087,500
Fire/EMS Dev Fee Grandfathered / Economic Development / Services	0	8,700	8,700
Fire/EMS Dev Fee Grandfathered / General Operations / Contingency	1,159,700	(8,700)	1,151,000
Water Sys SPA 2 Dev Fee 2014 / WRM / Services	0	1,600	1,600
Water Sys SPA 2 Dev Fee 2014 / WRM / Contingency	162,900	(1,600)	161,300
Water Res SPA1 Dev Fee 2014 / WRM / Capital	0	230,700	230,700
Water Res SPA1 Dev Fee 2014 / WRM / Contingency	147,800	(147,800)	0
Grants Fund / General Operations / Contingency	7,500,800	(82,900)	7,417,900
	<u>\$ 10,124,200</u>	<u>\$ 0</u>	<u>\$ 10,124,200</u>

Q. Debt Service Funds – To adjust budget authority for debt service payments. These entries are required to give each debt service fund the proper budget authority.

Fund / Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Gov Construction 2015 / General Operations / Services	\$ 0	\$ 2,000	\$ 2,000
Gov Construction 2015 / General Operations / Contingency	4,800	(2,000)	2,800
Refunded Gov Debt Service 2015 / General Operations / Debt	0	1,851,100	1,851,100
Refunded Gov Debt Service 2015 / Debt Service / Services	0	8,700	8,700
Gov Debt Service 2015 / General Operations / Debt	3,193,700	(1,609,100)	1,584,600

Fund / Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Gov Debt Service 2015 / Debt Service / Services	0	11,200	11,200
Property Debt Service 2015 / Debt Service / Services	0	3,800	3,800
Property Debt Service 2015 / General Operations / Debt	809,100	(3,800)	805,300
MPC Debt Service / Debt Service / Debt	672,500	3,000	675,500
MPC Debt Service / Debt Service / Contingency	25,000	(3,000)	22,000
Grants Fund / Contingency	7,500,800	(261,900)	7,238,900
	\$ 12,205,900	\$ 0	\$ 12,205,900

2. Projects – To adjust budget authority for projects. Per the Comprehensive Financial Management Policies, projects within the capital project funds need to have sufficient budget authority to cover expenditures.

Fund / Project or Dept./Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Parks & Rec Dev Fee / Surprise Farms Park #21417	\$ 1,322,300	\$ 100	\$ 1,322,400
General Capital / Skatepark - In-Ground #21507	446,800	100	446,900
General Capital / Asset Repl-Facilities #28029	500,000	100	500,100
General Capital / General Operations / Contingency	404,300	(200)	404,100
Stadium Improvements / Clubhouse Improvements #21514	400	100	500
Ground Ambulance Service / Ambulance #21603	0	150,000	150,000
HURF / Median & ROW Landscaping #21509	557,400	5,400	562,800
HURF / Cement Truck #21615	0	141,900	141,900
HURF / Public Works / Operating Capital (one-time #20001)	80,000	(80,000)	0
HURF / Public Works / Contingency	347,300	(67,300)	280,000
Vehicle Replacement / Pumper 3272 Replacement #28023	67,100	368,700	435,800
Vehicle Replacement / Lt 4026 Replacement #28024	0	346,900	346,900

Fund / Project or Dept./Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Vehicle Replacement / Bucket Truck 7625 Replacement #28035	67,000	1,600	68,600
Vehicle Replacement / General Operations / Operating Capital (one- time #20001)	3,675,600	(717,200)	2,958,400
Sewer Operations / Asset Replacement-Wastewater #28031	408,800	69,500	478,300
Sewer Operations / WRM / Supplies	1,865,700	(69,500)	1,796,200
Water Operations / Greenway Rd Imp. Litchfd-Bulrd #20815	0	160,200	160,200
Water Operations / WRM / Contingency	862,800	(160,200)	702,600
SPD Rico / Asset Replacement-Police #28032	284,100	4,600	288,700
SPD Rico / Police / Contingency	120,300	(4,600)	115,700
Grants Fund / General Operations / Contingency	7,500,800	(150,200)	7,350,600
	\$ 18,510,700	\$ 0	\$ 18,510,700

3. Grants Fund – To adjust budget authority for grant expenditures that occurred in FY2016.

Fund / Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Expenditures			
Donations Fund / Walmart POST Grant #27173	\$ 0	\$ 2,000	\$ 2,000
Neighborhood Revitalization / 2011 HOME Funds #27139	0	4,300	4,300
Neighborhood Revitalization / FY2012 CDBG Emergency Repair #27143	0	4,500	4,500
Neighborhood Revitalization / 2013 CDBG Public Service #27153	0	400	400
Neighborhood Revitalization / FY 14- 15 CDBG Sr Ctr Impro #27205	94,400	10,300	104,700
Grants Fund / DOD - AZ Mil Land Use #27207	0	22,300	22,300
Grants Fund / AZDOHS 140810-02 PD CBRNE #27179	8,000	7,400	15,400
Grants Fund/ 2015 GOHS Fire Medical #27163	9,300	1,900	11,200
Grants Fund / Contingency	7,500,800	(53,100)	7,447,700
	\$ 7,612,500	\$ 0	\$ 7,612,500

Revenue

Donations Fund / Walmart POST Grant #27173	\$	0	\$	2,000	\$	2,000
Neighborhood Revitalization / 2011 HOME Funds #27139		0		4,300		4,300
Neighborhood Revitalization / FY2012 CDBG Emergency Repair #27143		0		4,500		4,500
Neighborhood Revitalization / 2013 CDBG Public Service #27153		0		400		400
Neighborhood Revitalization / FY 14-15 CDBG Sr Ctr Impro #27205		94,400		10,300		104,700
Grants Fund / DOD - AZ Mil Land Use #27207		0		22,300		22,300
Grants Fund / AZDOHS 140810-02 PD CBRNE #27179		8,000		7,400		15,400
Grants Fund / 2015 GOHS Fire Medical #27163		9,300		1,900		11,200
Grants Fund / Unforeseen Revenue		7,537,600		(53,100)		7,484,500
	\$	7,649,300	\$	0	\$	7,649,300



Budget Amendments Fiscal Year 2016

City Council Meeting
November 1, 2016

FY2016 Amendments

- Taken from contingency (\$2,802,900)
 - General Fund
 - Special Revenue Funds
 - Internal Service Funds
 - Street Light Improvement Districts
 - Development Impact Fee Funds
 - Debt Service
 - Projects
 - Grants

FY2016 Amendments

- General Fund (\$0)
 - Budget authority within the General Fund was utilized to cover additional expenses related to operations
 - No use of contingency



FY2016 Amendments

- Special Revenue Funds (\$1,388,700)
 - Arizona Lottery Fund
 - Surprise Police Department (SPD) Towing Fund*
 - Helicopter Air-Medical Logistics Operations (HALO) Fund
 - Municipal Court Judicial Collection Enhancement Fund (JCEF)*
 - Animal Seizure Bond Forfeiture Fund
 - Ground Ambulance Fund
 - Donations Fund
 - Spring Training Ticket Surcharge Fund

* These funds had sufficient budget authority within contingency. The remaining funds utilized budget authority from the Grants Fund contingency.

FY2016 Amendments

- Internal Service Funds (\$378,200)
 - Employee Healthcare
 - Risk Management
 - Funds had sufficient budget authority within contingency



FY2016 Amendments

- Street Light Improvement Districts (\$27,000)
 - Budget authority to cover electricity costs
 - Utilize budget authority from the Grants Fund contingency
- Development Impact Fee Funds (\$306,500)
 - Budget authority to cover capital costs paid to the Central Arizona Project for the Municipal and Industrial (M&I) subcontract
- Debt Service Funds (\$266,900)
 - Budget authority to cover debt service payments

FY2016 Amendments

- Project Adjustments (\$382,500)
 - Carryforward
 - Change in funding source

- Grants (\$53,100)
 - Adjust budget authority for grant related expenditures



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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Council Meeting Date:	November 1, 2016	Contact Person:	Lindsey Duncan, Finance Director
Submitting Department:	Finance Dept	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to a fiscal year 2017 budget amendment reallocating appropriations from various funds which are dependent on fiscal year 2016 expenditure estimates and adjusting budget authority; Resolution # 2016-141.

Motion:

I move to approve Resolution # 2016-141.

Background:

The adoption of the FY2017 budget occurred prior to the completion of FY2016. To ensure that the new fiscal year had enough budget authority for all potential expenditures, conservative FY2016 expenditure estimates were used and remaining balances for items such as grants and CIP projects were carried forward into FY2017 and included in the adopted budget. With FY2016 nearing completion, the remaining balances are reexamined and adjustments to the FY2017 budget are made as necessary. For example, if a project expended more than the estimated amount in FY2016, the FY2017 budget must be reduced to keep the total project budget equal to that approved by the Mayor and Council.

The action identifies three main categories of amendments for FY2017. The first category involves the change of budget authority that was carried forward from FY2016. The amendments are made due to actual expenditures varying from estimates for FY2016. The second category is budget adjustments for utility billing and to correct funding for the Central Arizona Project (CAP) Allocation M&I Subcontract project. The third category involves transfer of actual funds to support the reallocation of appropriations from the first two categories.

This action will update budget amounts to allow for improved management of the City's funds. As the audit of FY2016 financials is currently underway, further changes to FY2016 may impact FY2017 carry forward amounts and require future action by the Mayor and Council.

Objective Analysis:

Due to state laws regarding expenditure limits that are set by the adopted budget, it makes practical sense to use conservative expenditure estimates for the prior fiscal year with respect to grants and CIP

projects. This will normally result in a total budget, and the resulting expenditure limit, that may be a little larger than necessary, but provides some built in contingency for future items. It becomes important to continue to track the prior year activity and adjust the current year as needed. Without the adjustment, the current year budget no longer reflects the total grant or project budgets approved by the Mayor and Council or the actual financial position of the City.

Policy Compliant:

City Council approval is required for budget amendments across funds, CIP projects, and grants per the Budget Amendment Policies and Procedures.

Financial Impact:

There is no direct financial impact of this item. All amendments are adjustments to budget authority that will have no net financial impact across FY2016 and FY2017.

Budget Impact:

This action reallocates spending authority without an increase or decrease to the total budget for FY2017. Additionally, an adjustment to the FY2017 transfer amounts from the operating to capital funds is needed in order to support the reallocation of appropriations. The action will utilize a total of \$155,400 of budget authority from contingency. Each of the items is considered one-time in nature.

FTE Impact:

The total number of full time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

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- ☐ [Res 2016-141 FY2017 Budget Amendment - Carryover](#)
 - ☐ [FY2017 Budget Amendments](#)
-

RESOLUTION # 2016-141

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS BETWEEN VARIOUS PROJECTS AND FUNDS FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY.

WHEREAS, in preparing the FY2017 budget, there were specific budgeted items in various funds and departments with amounts dependent on FY2016 expenditure estimates;

WHEREAS, FY2016 expenditure activity has been largely completed with actual amounts varying from the estimates used when preparing the FY2017 budget;

WHEREAS, movement of authority between projects is necessary for tracking purposes;

WHEREAS, these amendments will allow the City to have current and updated budgetary amounts and help departments manage their project and line item expenditures;

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

WHEREAS, this action will necessitate a budget adjustment; and

WHEREAS, 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.

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 # 2016-141
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.

- 1. Carry Forwards** – To adjust budget authority for items previously approved by Council that require adjustment from what was originally estimated during the FY2017 budget process due to expenditure activity in the prior fiscal year.

Fund / Project or Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Neighborhood Revitalization / Desert Sage #P61290	\$ 66,400	\$ (700)	\$ 65,700
Neighborhood Revitalization / Sunny Lane #P61300	30,100	(700)	29,400
Neighborhood Revitalization / Jerry St #P61310	53,800	(700)	53,100
General Capital Projects Fund / Greenway Rd Imp Litchfd-Bullard #P61010	435,300	132,800	568,100
General Capital Projects Fund / Bell Rd Sidewalks E of Grand #P61020	63,800	2,000	65,800
General Capital Projects Fund / Reems Fiber Opt Waddell Peoria #P61260	111,900	(2,100)	109,800
General Capital Projects Fund / Jerry St and Rimrock Drainage #P61240	228,100	(12,500)	215,600
General Capital Projects Fund / Skate Park #P54040	15,300	(7,300)	8,000
General Capital Projects Fund / Cactus S Side RR Trk Litchfld #P61120	172,400	(200)	172,200
Highway User Revenue Capital / Median and ROW Landscaping #P61150	174,800	(174,800)	0
Public Works Dev Fee / Reems Fiber Opt Waddell Peoria #P61260	110,500	(8,500)	102,000
Sewer Utility Capital / Greenway Rd Imp Litchfd-Bullard #P61010	734,900	(1,200)	733,700
Sewer Utility Capital / Cactus S Side RR Trk Litchfld #P61120	1,246,000	15,700	1,261,700
Sewer Utility Capital / Litchfld E Sd Cactus Desert Cv #P61200	114,900	108,200	223,100
Sewer Utility Capital / SPA1 Conf Training Center #P71200	176,400	1,142,600	1,319,000

(Continued)

Fund / Project or Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Sewer Utility Capital / SPA1 WRF N Entr Gate Wall #P71100	29,600	(100)	29,500
Stadium Gov Construction 2015 / Clubhouse Improvements #P54060	48,600	65,600	114,200
Water Utility Capital / Cactus S Side RR Trk Litchfld #P61120	341,200	3,300	344,500
Water Utility Capital / SPA1 Conf Training Center #P71200	1,784,400	(1,165,600)	618,800
Wtr Res SPA 1 Dev Fee / SPA1 Effluent Strg Reser Covers #P71070	334,400	(18,400)	316,000
Wtr Res SPA 1 Dev Fee / Greenway Rd Imp Litchfd-Bullard #P61010	698,900	1,100	700,000
Sewer SPA 1 Dev Fee 2014 Law / Dewatering Centrifuge No 1 #P71090	1,315,300	(26,700)	1,288,600
Park/Rec Dev Fee Grandfathered, General Ops, Residential Dev Agreements	106,800	(65,500)	41,300
Fire / EMS Dev Fee Grandfathered, General Ops, Residential Dev Agreements	57,800	(8,700)	49,100
General Capital Projects Fund / Enterprise Resource Planning System #P17010 / Finance / Personnel	117,600	(117,600)	0
General Capital Projects Fund / Enterprise Resource Planning System #P17010 / Finance / Services	0	14,500	14,500
General Capital Projects Fund / Enterprise Resource Planning System #P17010 / IT / Personnel	197,600	(197,600)	0
General Capital Projects Fund / Enterprise Resource Planning System #P17010 / IT / Services	1,139,500	(55,800)	1,083,700
General Capital Projects Fund / Enterprise Resource Planning System #P17010 / HR / Personnel	17,400	47,600	65,000
General Capital Projects Fund / Enterprise Resource Planning System #P17010 / HR / Services	0	1,300	1,300
Sewer Operations / WRM / Services	3,665,000	(40,000)	3,625,000
Sewer Operations / Finance / Services	1,029,900	40,000	1,069,900
Water Operations / WRM / Supplies	450,200	(31,400)	418,800
Water Operations / Finance / Supplies	202,900	21,000	223,900
General Capital Projects Fund / Legal / Services	448,600	(1,400)	447,200

(Continued)

Fund / Project or Department / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Solid Waste Operations / Public Works / Supplies	1,260,900	(2,800)	1,258,100
General Fund / General Operations / Services	4,325,600	500,000	4,825,600
Grants Fund / Contingency	22,701,100	(155,400)	22,545,700
	<u>\$ 44,007,900</u>	<u>\$ 0</u>	<u>\$ 44,007,900</u>

2. Other Adjustments

- A. CAP Project Funding – The FY2017 adopted budget included funding for project #P71220 Central Arizona Project (CAP) Allocation M&I Subcontract within the Water System SPA 1 Development Impact Fee Fund. The 2014 Impact Fee Study includes capital costs, such as the CAP capital, under the Water Resource SPA1 Development Fee. An amendment to the project's funding for FY2017 is necessary to reflect the correct project funding per the 2014 Impact Fee Study.

Fund / Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
Water System SPA 1 Dev Fee / CAP Allocation (M&I Subcontract) #P71220	\$ 317,800	\$ (317,800)	\$ 0
Water System SPA 1 Dev Fee / Contingency	418,200	317,800	736,000
Water Resource SPA 1 Dev Fee 2014 Law / CAP Allocation (M&I Subcontract) #P71220	0	317,800	317,800
Water Resource SPA 1 Dev Fee 2014 Law / Contingency	193,700	(193,700)	0
Water Operations / Contingency	261,800	(124,100)	137,700
	<u>\$ 1,191,500</u>	<u>\$ 0</u>	<u>\$ 1,191,500</u>

- B. Utility Billing – The FY2017 adopted budget included funding for utility billing customer service under the Water Resource Management (WRM) Department. To align utility billing services within one department, appropriation was reallocated to the Finance Department Utility Billing Division. Resolution #2016-122 did not reflect previous Council action taken with Resolution #2016-120. The following table reflects the correct amounts that should have been included in Resolution #2016-122 and will be reflected in the FY2017 budget.

Fund Name, Department Name, Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Water Operations Fund, WRM, Personnel	\$302,400	(\$302,400)	0
	\$1,077,000	\$0	1,077,000

3. **Transfers** – With the implementation of a new financial system, new HURF, Water, Sewer, and Solid Waste funds were created for capital projects. The FY2017 adopted budget includes transfers from the HURF, Water, Sewer, and Solid Waste operating funds to the newly created capital funds in order to fund capital projects. The carry forward adjustments presented in this exhibit affect the total amount of actual funds needed in the capital funds. Therefore, a reallocation of actual funds is necessary to support the reallocation of appropriations.

Fund / Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Highway User Revenue Fund / Transfer Out	\$ 2,046,100	\$ (174,800)	\$ 1,871,300
Highway User Revenue Capital Fund / Transfer In	(2,046,100)	174,800	(1,871,300)
Water Operations / Transfer Out	7,537,500	(1,038,200)	6,499,300
Water Utility Capital / Transfer In	(5,137,400)	1,162,300	(3,975,100)
Wtr Res SPA 1 Dev Fee 2014 Law / Transfer In	0	(124,100)	(124,100)
Sewer Operations / Transfer Out	14,118,800	1,265,200	15,384,000
Sewer Utility Capital / Transfer In	(7,487,400)	(1,265,200)	(8,752,600)
	\$ 9,031,500	\$ 0	\$ 9,031,500



Budget Amendments Fiscal Year 2017

City Council Meeting
November 1, 2016

FY2017 Amendments

- Carry Forward Adjustments
- Other Adjustments
- Transfers
 - Grant contingency decrease of \$155,400



FY2017 Amendments

- Carry Forward Adjustments \$155,400
 - Adjust authority based on FY2016 expenses
 - Capital Improvement Plan
 - IRIS Developer Reimbursement



FY2017 Amendments

- Other Adjustments \$0
 - Project Funding
 - Amend project funding for Central Arizona Project (CAP) Allocation M&I Subcontract
 - Utility Billing
 - Clarify amounts on prior Council Action; Res2016-122

FY2017 Amendments

- Transfers \$0
 - Adjust amounts from operating to capital
 - Highway User Revenue
 - Water
 - Wastewater
 - Water Resource SPA 1 Development Fee*
 - Result of adjustments to carry forwards
 - * Result of adjustment to CAP Project Funding



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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

Council Meeting Date:	November 1, 2016	Contact Person:	Chief Tom Abbott
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 an amendment to the fiscal year 2017 budget to reallocating appropriations of \$292,800 and \$299,500 within the Ground Ambulance Fund for the purpose of expansion of service and receipt of revenue respectively; and authorizing 6.5 new full-time equivalents in the Fire-Medical Department; Resolution # 2016-130.

Motion:

I move to approve Resolution # 2016-130.

Background:

On November 19, 2014 Surprise Fire-Medical Department (SFMD), with the consent and support of City Council, applied to the Arizona Department of Health Services for their Certificate of Necessity (CON) to operate a ground ambulance service in the City of Surprise. On August 7, 2015, SFMD was granted CON No. 141 and on November 2, 2015, the City was operational with one ambulance responding to calls in Fire Station 305's first due area. On September 6, 2016, Resolution #2016-107 was approved by Council allowing SFMD to expand the ground ambulance program by purchasing two new ambulances. One of those ambulances will be used to expand SFMD's current service delivery model and the second ambulance will replace SFMD's current M305 ambulance; thus allowing the current ambulance to become a reserve unit for repairs and maintenance needs. It was discussed at the September Council meeting that the department would return at a later date for the staffing component of the second ambulance when the department was closer to implementation. SFMD is now in a position to initiate the budget authority and the next steps of that deployment model. The next steps will include the hiring of three (3) new non-sworn EMTs, three (3) new non-sword paramedics, and one part-time administrative technician position to support the expansion of service.

Objective Analysis:

By hiring the additional staff, SFMD will be able to expand their current emergency medical services delivery model and put the second ambulance in service. They will be able to expand their response coverage area in the City of Surprise thus improving response times and quality medical care while simultaneously improving patient outcomes. This additional staff will provide adequate resources to keep emergency medical ground transport operations running 24 hours a day and seven days a week in a

second first due area of the City. This is something the department currently lacks and desperately needs given current response time initiatives.

Policy Compliant:

All policies and protocols on a local, state and national level will be adhered to.

Financial Impact:

In FY2017, the expansion of the ground ambulance service will result in \$291,100 in operational costs which includes personnel; physicals; uniforms; service agreements; certificates and licensing; dues and memberships; risk insurance; travel and training; fuel; and maintenance. The expansion will also result in \$299,500 in collected ambulance revenue.

A transfer in the amount of \$37,600 from the Ground Ambulance Fund to the General Capital Fund for reimbursement of the cost to purchase ground ambulances will be reduced to zero because the Ground Ambulance Fund is charged directly for these purchases. A transfer in the amount of \$153,500 from the Ground Ambulance Fund to the General Fund for indirect costs is being reduced to \$146,600 to align with 16.8% of the Ground Ambulance Fund's operational costs. Finally, a transfer in the amount of \$37,600 from the Ground Ambulance Fund to the Vehicle Replacement Fund is being increased to \$73,000 for the expansion of the ground ambulance service.

Budget Impact:

This action will reallocate appropriation of \$291,100 within the Ground Ambulance Fund from contingency to personnel, supplies, and services and reallocate appropriation of \$299,500 within the Ground Ambulance Fund from miscellaneous revenue to ambulance service revenue.

This action will also decrease the transfer from the Ground Ambulance Fund to the General Capital Fund from \$37,600 to zero, reduce the transfer from the Ground Ambulance Fund to the General Fund from \$153,500 to \$146,600, and increase the transfer from the Ground Ambulance Fund to the Vehicle Replacement Fund from \$37,600 to \$73,000 for the expansion of the ground ambulance service.

FTE Impact:

This action will authorize the addition of 6.5 new FTEs within the Fire-Medical Department. If Resolution #2016-138 is also approved by Council on November 1, 2017 the total combined increase in FTEs would be 11.5.

ATTACHMENTS:

Click to download

- ☐ [Res 2016-130](#)
 - ☐ [Resolution 2016-138 SFMD Safer Grant Award](#)
 - ☐ [Safer Grant Award Package](#)
-

RESOLUTION # 2016-130

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$292,800 WITHIN THE GROUND AMBULANCE FUND FOR INCREASED OPERATIONAL COSTS RELATED TO THE EXPANSION OF SERVICE; REALLOCATING APPROPRIATIONS OF \$299,500 WITHIN THE GROUND AMBULANCE FUND FOR THE RECEIPT OF REVENUE; ADJUSTING THE TRANSFERS FROM THE GROUND AMBULANCE FUND TO THE GENERAL FUND, GENERAL CAPITAL FUND, AND VEHICLE REPLACEMENT FUND; AND AUTHORIZING THE ADDITION OF 6.5 NEW FULL-TIME EQUIVALENTS IN THE FIRE-MEDICAL DEPARTMENT.

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

WHEREAS, the City accepted the CON and began operating one ambulance within the City on November 2, 2015;

WHEREAS, the need for ambulance service within the City continues to grow and consequently the purchase of two additional ambulances was authorized by Council Resolution #2016-107 on September 6, 2016 allowing for one ambulance to be held for training and reserve purposes;

WHEREAS, the Surprise Fire-Medical Department is requesting authority to hire three non-sworn Emergency Medical Technicians (EMT), three non-sworn paramedics, and one part-time Administrative Technician to staff and support the additional ambulance which will be placed into service;

WHEREAS, the costs to purchase equipment, hire and employ appropriate personnel, and perform such other activities as are necessary and appropriate to effectively operate the additional ALS and BLS ground ambulance service and the reserve ambulance in FY2017 totals \$292,800;

WHEREAS, the FY2017 adopted budget includes contingency in the amount of \$695,000 within the Ground Ambulance Fund for operational costs related to the expansion of the ground ambulance service;

WHEREAS, the estimated revenue in FY2017 as a result of the expansion of the ground ambulance service totals \$299,500;

WHEREAS, the FY2017 adopted budget includes miscellaneous revenue in the amount of \$978,900 within the Ground Ambulance Fund to account for the expansion of the ground ambulance service;

WHEREAS, the FY2017 adopted budget includes transfers from the Ground Ambulance Fund to the General Fund in the amount of \$153,500, \$37,600 to the General Capital Fund, and \$37,600 to the Vehicle Replacement Fund;

WHEREAS, transfers from the Ground Ambulance Fund to the General Fund, General Capital Fund, and Vehicle Replacement Fund must adjusted for the expansion of the ground ambulance service;

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, City of Surprise Administrative Policies require 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.

Section 2. The Fire-Medical Department is hereby authorized to add an additional 6.5 full-time equivalents which includes three non-sworn Emergency Medical Technicians (EMT) positions, three non-sworn paramedic positions, and one part-time Administrative Technician position.

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 # 2016-130
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.

1. **Personnel** – The expansion of the ground ambulance service requires the addition of 6.5 new FTEs. If Resolution #2016-138 is also approved by Council on November 1, 2017 the total combined increase in FTEs would result in an amended FTE amount of 147.3.

Department	Current FTE's	Increase (Decrease)	Amended FTE's
Surprise Fire-Medical Department	135.8	6.5	142.3

2. **Expenditures** – The expansion of the ground ambulance service will result in \$292,800 in operational costs in FY2017. Operational costs have been included as contingency with the FY2017 adopted budget.

Fund, Department, Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Ground Ambulance Fund, SFMD, Personnel	\$405,500	\$219,400	\$624,900
Ground Ambulance Fund, SFMD, Annual Firefighter Physicals	0	13,200	13,200
Ground Ambulance Fund, SFMD, Uniforms	0	3,000	3,000
Ground Ambulance Fund, SFMD, Service Agreements	43,200	35,600	78,800
Ground Ambulance Fund, SFMD, Certificates and Licensing	0	1,500	1,500
Ground Ambulance Fund, SFMD, Dues and Memberships	0	900	900
Ground Ambulance Fund, SFMD, Gas and Fuel	13,500	5,700	19,200
Ground Ambulance Fund, SFMD, Risk Insurance	4,100	3,000	7,100
Ground Ambulance Fund, SFMD, Travel and Training	0	7,000	7,000
Ground Ambulance Fund, Public Works, Vehicle Maintenance	0	3,500	3,500
Ground Ambulance Fund, General Operations, Contingency	695,000	(292,800)	402,200
	\$1,161,300	\$0	\$1,161,300

- 3. Revenue** – The expansion of the ground ambulance service will result in \$299,500 in ambulance revenue in FY2017. Ambulance revenue has been included as miscellaneous revenue with the FY2017 adopted budget.

Fund, Department, Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Ground Ambulance Fund, SFMD, Miscellaneous Revenue	\$978,900	(\$299,500)	\$679,400
Ground Ambulance Fund, SFMD, Ambulance Services Revenue	0	299,500	299,500
	<u>\$978,900</u>	<u>\$0</u>	<u>\$978,900</u>

- 4. Transfers** – The FY2017 adopted budget includes a transfer in the amount of \$37,600 from the Ground Ambulance Fund to the General Capital Fund for reimbursement of the cost to purchase ground ambulances. Since the Ground Ambulance Fund is charged directly for this purchase, a transfer to the General Capital Fund is not needed. The FY2017 adopted budget also includes a transfer in the amount of \$153,500 from the Ground Ambulance Fund to the General Fund for indirect costs which is being adjusted for the expansion of the ground ambulance service. Finally, the FY2017 adopted budget includes a transfer in the amount of \$37,600 from the Ground Ambulance Fund to the Vehicle Replacement Fund which is being adjusted for the expansion of the ground ambulance service.

Fund, Category	Current Appropriation	Increase (Decrease)	Amended Appropriation
Ground Ambulance Fund, Transfers Out	\$37,600	(\$37,600)	\$0
General Capital Fund, Transfers In	(37,600)	\$37,600	\$0
Ground Ambulance Fund, Transfers Out	153,500	(\$6,900)	\$146,600
General Fund, Transfers In	(153,500)	\$6,900	(\$146,600)
Ground Ambulance Fund, Transfers Out	37,600	\$35,400	\$73,000
Vehicle Replacement Fund, Transfers In	(37,600)	(\$35,400)	(\$73,000)
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

RESOLUTION # 2016-138

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$737,900 WITHIN THE GRANTS FUND AND \$146,500 WITHIN THE GENERAL FUND FOR RECEIPT OF A GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND AUTHORIZING THE ADDITION OF FIVE FULL-TIME EQUIVALENTS WITHIN THE CITY OF SURPRISE FIRE-MEDICAL DEPARTMENT.

WHEREAS, the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) annually awards grants to local agencies under the hiring of firefighters category for jurisdictions to develop sustainable fire and emergency operations;

WHEREAS, the Surprise Fire-Medical Department (SFMD) was authorized by Council Resolution #2016-50 to apply for and, if awarded, accept a FEMA SAFER grant in the amount of \$737,850;

WHEREAS, the SFMD has been awarded grant funding in the amount of \$737,850 to hire five (5) additional firefighters and retain them for a two year period;

WHEREAS, the grant award will reimburse full-time salaries and a portion of employee related expenses resulting in a City match of \$146,500 in FY2017 which will be met with the SFMD's operating budget.

WHEREAS, the City match in FY2018 is estimated at \$148,000 and FY2019 is estimated at \$111,500 which will be included as part of each year's budget process;

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. The City of Surprise is hereby authorized to accept the FEMA SAFER grant in the amount of \$737,850. The City Manager, or his designee, is hereby

authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with this grant.

Section 2. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 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 # 2016-138
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.

Department	Current FTE's	Increase (Decrease)	Amended FTE's
Surprise Fire-Medical Department	135.8	5	140.8

Fund, Category, Program or Project	Current Appropriation	Increase (Decrease)	Amended Appropriation
General Fund, Personnel, SAFER	\$0	\$97,000	\$97,000
General Fund, Uniforms, SAFER	0	2,500	2,500
General Fund, Personal Protective Equipment, SAFER	0	18,000	18,000
General Fund, Software Licenses, SAFER	0	3,500	3,500
General Fund, Employee Certifications and Licensing	0	18,000	18,000
General Fund, Annual Firefighter Physicals, SAFER	0	7,500	7,500
General Fund, Personnel, Operations- Shift A-FD Shift A	14,066,700	(146,500)	13,920,200
Grants Fund, Personnel, SAFER	0	737,900	737,900
Grants Fund, Contingency, General Operations	22,701,100	(737,900)	21,963,200
	<u>\$36,767,800</u>	<u>\$0</u>	<u>\$36,767,800</u>
Grants Fund, Federal Grant Revenue, SAFER	\$0	\$737,900	\$737,900
Grants Fund, Other Grant Revenue, General Operations	13,292,100	(737,900)	12,554,200
	<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 \$737,900 from contingency to personnel and \$146,500 within the General Fund from personnel to project related personnel, equipment, software, and physicals without exceeding the approved total annual budget for FY2017.
- The amendment authorizes the addition of five full-time equivalents (FTEs) in SFMD.

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Ms. Kimberly Drabik
City of Surprise Fire - Medical Department
16000 N Civic Center Plaza
Surprise, Arizona 85374-9002

Re: Grant No. EMW-2015-FH-00791

Dear Ms. Drabik:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Staffing for Adequate Fire and Emergency Response (SAFER) Grant has been approved in the amount of \$737,850.00. As a condition of this award, you are required to contribute a cost match in the amount of \$0.00 of non-Federal funds, or 0 percent of the Federal contribution of \$737,850.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please

complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANTS
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2015-FH-00791
GRANTEE: City of Surprise Fire - Medical Department
DUNS NUMBER: 021648936
AMOUNT: \$737,850.00, Hiring

Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Staffing for Adequate Fire and Emergency Response Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

28-JAN-17 to 27-JAN-19

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$563,130.00
Fringe Benefits	\$174,720.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$737,850.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Edith Myerly at edith.myerly@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Edith Myerly at edith.myerly@fema.dhs.gov.

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) Grants

GRANTEE: City of Surprise Fire - Medical Department

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Hiring

AGREEMENT NUMBER: EMW-2015-FH-00791

AMENDMENT NUMBER:

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I. **Assurances, Administrative Requirements and Cost Principles**

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

The administrative requirements and cost principles that apply to DHS award recipients originate from:

[2 C.F.R. Part 200](#), *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

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

III. **Activities Conducted Abroad**

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

IV. **Age Discrimination Act of 1975**

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

V. **Americans with Disabilities Act of 1990**

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

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

VII. **Title VI of the Civil Rights Act of 1964**

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

VIII. **Civil Rights Act of 1968**

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

IX. **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government

(e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

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

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. **Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrc.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For

example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XV. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. §3729](#) which set forth that no recipient of federal payments shall submit a false claim for payment.

See also [38 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.

XVI. Federal Debt Status

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

XVII. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

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

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation

and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All recipients must comply with [31 U.S.C. §1352](#), which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 C.F.R. Part 401](#) and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. Procurement of Recovered Materials

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#), must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. SAFECOM

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

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity

receiving Federal financial assistance. Implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XXVIII. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended ([22 U.S.C. § 7104](#)). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at [2 CFR § 175.15](#).

XXIX. Rehabilitation Act of 1973

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

XXX. USA Patriot Act of 2001

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

XXXI. Use of DHS Seal, Logo and Flags

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

XXXII. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

XXXIII. DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions

governing DHS access to records, accounts, documents, information, facilities, and staff.

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

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

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award;
and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. Acceptance of Post Award Changes

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

the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1. AGREEMENT NO. EMW-2015-FH-00791	2. AMENDMENT NO. 0	3. RECIPIENT NO. 86-6007796	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX02376N2016T
6. RECIPIENT NAME AND ADDRESS City of Surprise Fire - Medical Department 14250 W Statler Plaza Surprise Arizona, 85374-9002	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 POC: Chenise Purvis 202-786-9446	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Kimberly Drabik	PHONE NO. 6232225030	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 28-JAN-17	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:28-JAN-17 To:27-JAN-19 Budget Period From:30-MAR-16 To:01-OCT-16	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
SAFER	97.083	2016-F5-C211-P4310000-4101-D	\$0.00	\$737,850.00	\$737,850.00	\$0.00
TOTALS			\$0.00	\$737,850.00	\$737,850.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/ADATE
N/A18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie VegaDATE
21-JUL-16



CITY OF SURPRISE
Regular City Council Meeting

November 1, 2016 @ 6:00:00 PM

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Council Meeting Date:	November 1, 2016	Contact Person:	Jeanine Jerkovic, Economic Development Director
Submitting Department:	Econ Development	District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Discussion pertaining to an update from the Economic Development Department regarding planned celebratory activities and promotions anticipated for the reopening of Bell Road following the project road closure for the past eight months.

Motion:

Discussion only.

Background:

City Council requested an update from the Economic Development Department regarding planned celebratory activities or promotions anticipated for the reopening of Bell Road.

Over the past eight months, the Economic Development Department has worked in partnership with the Surprise Regional Chamber of Commerce on delivering an extensive business education program as well as an award-winning Shop Local/Shop Bell and Grand campaign which has included a new digital marketing promotion, print materials, and advertising in support of the 277 local businesses impacted by the Bell-Grand project construction and intersection closure. The Arizona Department of Transportation (ADOT) recently announced that the expected reopening of the Bell Road portion of the intersection will be November 22, 2016. Thus, a November 21, 2016 celebration event is getting planned for the dual purpose of (1) thanking the local businesses, residents and shoppers and (2) to promote holiday shopping at the Bell-Grand intersection.

An associated event cost of approximately \$10,000 has been estimated to cover event expenses, such as equipment rentals, advertising, promotional items, refreshments and other related items and has already been budgeted as part of the marketing and programming budget planned by Economic Development at the start of the project.

Objective Analysis:

The programmatic support anticipated aligns with recent Council discussions with staff related to business needs at the Bell and Grand intersection. Activities planned are consistent with Council's desire

to recognize the resilience and patience of businesses, residents and shoppers during the full intersection closure and promote the reopening of Bell Road in advance of the holiday shopping season. Resources have already been planned and budgeted as part of the business retention program for the intersection.

Policy Compliant:

This item is consistent with Council policy including the adopted City Council strategic plan on Economic Development.

Financial Impact:

A one-time associated event cost of no more than \$10,000 has been estimated to cover event equipment rentals, advertising, promotional items, refreshments and other related expenses.

Budget Impact:

Funding for the event is budgeted in the FY2017 Economic Development Department's operating budget. In March 2016 Council approved a budget amendment which included \$10,000 for shopper attraction events and promotional activities. These funds were unused during FY2016 and were carried forward to FY2017.

FTE Impact:

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

ATTACHMENTS:

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☐ [Staff Report](#)



STAFF REPORT
ECONOMIC DEVELOPMENT DEPARTMENT

Date: November 1, 2016

To: Mayor and City Council

From: Jeanine Jerkovic, Economic Development Director

Re: Bell Road Project Celebration Update

Introduction

City Council has requested an update from the Economic Development Department regarding any planned celebratory activities or promotions anticipated for the reopening of Bell Road following a full intersection closure for the past eight months due to the overpass project construction.

A November 21, 2016 celebration event is planned for the dual purpose of (1) thanking the local businesses, residents and shoppers and (2) to promote holiday shopping at the Bell-Grand intersection. Staff is exploring locations for the event within the Bell and Grand commercial area.

An associated event cost of approximately \$10,000 has been estimated to cover event equipment rentals, advertising, promotional items, refreshments and other related expenses and has already been budgeted as part of the marketing and programming costs planned by Economic Development at the start of the project.

Additional support activities may also be planned for the duration of the intersection construction, anticipated for completion at the end of February 2017.

Background

The Arizona Department of Transportation (ADOT) has announced to Council that the expected reopening of the Bell Road portion of the intersection will be November 22, 2016, and in response, staff promptly began planning support activities in recognition of the businesses, residents and shoppers whose courteousness and patience has been appreciated by the City of Surprise and its partners.

In order to alleviate projected economic impacts at the Bell and Grand intersection associated with the temporary closure of Bell Road over the past eight months, the Economic Development Department has worked in partnership with the Surprise Regional Chamber of Commerce on delivering an extensive business education program as well as an award-winning Shop Local/Shop Bell and Grand campaign.

On March 15, 2016, Council approved a budget request to utilize \$50,000 from contingency funding for the Bell and Grand Shop Local campaign. \$32,710 has been utilized for the implementation of the Surprise Regional Chamber of Commerce Shop Local Marketing Campaign, with an additional \$3,000 allocated for an extension of the Shop Surprise campaign over the summer months. \$10,000 has been budgeted for event costs.

Staff Comments

While the full Bell and Grand project construction is not anticipated to be completed at this time until late February 2017, it is important to host a celebratory event to mark the milestone of the Bell Road overpass completion in November for two important reasons:

1. It is important to recognize and thank the businesses, residents and shoppers who have collaborated with the challenges of the full intersection closure over the past eight months, and
2. The marketing and promotion of the opening of Bell Road to consumers, in particular with the immediately pending holiday season, continues to be valuable to the businesses impacted by the construction.

A thank you celebration the day prior to the opening of the Bell Road portion of the intersection in addition to associated holiday seasonal partnerships through the remaining construction are envisioned as necessary to the success of the intersection overall.

Recommendation

None

Attachments

Presentation